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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, July 7, 2025
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. INTRODUCTION OF STUDENTS AND SCOUTS

VI. PRESENTATIONS

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on July 7. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

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

By Staff:

1. Consider approval of regular City Council meeting minutes – June 16, 2025
2. Consider approval of expenditure ordinance #3051
3. Consider approval of a contract with Byrne and Jones Construction for the 2025 street repair program (P5001)

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

- COU2025-30 Consider Resolution 2025-06 of the city's intent to exceed the revenue neutral rate and establishing the date and time of a public hearing for the 2026 budget
Jason Hannaman
- COU2025-31 Consider traffic calming on 89th Street from Roe Avenue and Mission Road
Keith Bredehoeft

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

Council requested agenda item: potential restrictions on residential development/redevelopment
Inga Selders/Ron Nelson/Alex Aggen

Consider additional functionality and sustainability enhancements for inclusion in new city hall (Project BG510003)
Melissa Prenger

Discuss possible updates of city ordinances regarding E-scooters And motorized bicycles
Chief McCullough

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

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



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JUNE 16, 2025**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 16, 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, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, City Engineer; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda with an amendment to switch the order of presentations. The motion was seconded by Mr. Gallagher and passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Chief McCullough presented meritorious service awards to Officers Blaise Hinton, Austin Gordon and Ayham Johnson for their efforts during recent incidents.
- Mr. Shawn Gordon with Gordon CPA presented the City's 2024 Annual Comprehensive Financial Report (ACFR). He noted that the company had issued an unmodified audit opinion, which was the best opinion that could be received.

PUBLIC PARTICIPATION

- The following residents spoke in opposition to the construction of a new city hall building and/or the utilization of LEED building practices:
 - Jim Rosberg, Ward 1
 - Scott McKenzie, Ward 1



PRAIRIE VILLAGE KANSAS

- Connie Link-McKenzie, Ward 1
 - Rob Kohl, Ward 2
 - Pam Justus, Ward 6
 - Jan Lane, Ward 1
 - Barbara Cantrell, Ward 4
- The following residents spoke in favor of the construction of a new city hall building and/or the utilization of LEED building practices:
 - Anne Melia, Ward 6
 - Melinda Lewis, Ward 1
 - Alan Bauman, Ward 5
 - Rick Wohlfarth, Ward 4
 - Amy Bagnall, Ward 6
 - Pat Daniels, Ward 4
 - Mark Hague, Ward 4
 - David Magariel, Ward 1
- Ted Fritz, Ward 2, shared his support for sister-city Dolyna, Ukraine.
- Edward Boersma, Ward 2, said that summaries of council actions released by the city should include more detail, specifically the cost of items that were approved.
- Lilian Valdez-Shipps, Ward 2, stated her concern about federal immigration policies.
- Tim Swanson, Ward 3, expressed his support of federal immigrations policies.
- Paul Gorelick, Ward 6, noted his concern about disinformation spread by some council members and residents.

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 - June 2, 2025
2. Consider amendments to Council Policy 001 - City Committees

Mr. Agniel made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": C. Robinson, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 10-0.

COMMITTEE REPORTS

- Ms. Nguyen provided an update from the Diversity Committee, and read a statement developed by the committee with assistance from the police department and city staff regarding immigration enforcement. Mayor Mikkelson read the statement, which noted the police department's focus on public safety while fostering a welcoming and secure community for everyone. Chief McCullough added that the police department did not pursue immigration enforcement, but if an



immigration-related concern were to occur in the course of performing regular duties, officers would handle issues as required by state and federal law. He added that the department did not participate in any immigration-related task forces.

MAYOR'S REPORT

- The Mayor noted events that had taken place since the prior council meeting on June 2:
 - The Mid-America Regional Council's annual regional assembly, at which Prairie Village resident Kristin Riott was presented a leadership award for her environmental efforts
 - The annual Prairie Hills Homes Association picnic
 - The annual spring festival at Meadowbrook Park
 - A Johnson County/Wyandotte County Mayors dinner
 - The annual Juneteenth celebration at Franklin Park
- The Mayor shared information about the following upcoming events:
 - A community gardener summer solstice party on June 20
 - The Northeast Johnson County Chamber of Commerce's annual golf tournament on June 23
 - MARC Board and Total Transportation Policy meetings
 - A meeting with residents at the Claridge Court senior living center
 - The City's annual VillageFest event on July 4

STAFF REPORTS

- Chief McCullough stated that the police department was considering plans to address concern with children riding e-bikes and e-scooters. He noted that the City of Mission Hills had recently passed an ordinance that limited the number of riders on e-bikes and e-scooters, and that e-bikes were no longer allowed on sidewalks. He added that a discussion on possible options would be brought before council at its July 7 meeting.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

Municipal complex design development presentation

Mr. Bredehoeft and Matt Glawatz from Clark & Enersen, the architect for the municipal complex project, presented "fly-through" videos of the new city hall building and the proposed remodel of the existing municipal building for the police department and municipal court. The videos showed interior and exterior renderings of both buildings.



Mr. Shelton asked how much additional square footage would be added to the police dispatch area. Mr. Glawatz said an additional 30' to 50' square feet was planned. Mr. Shelton also asked what the wellness rooms in the police department would be used for. Chief McCullough said that they could be used both as mother's rooms and for officer mental wellbeing.

Mr. Nelson asked how the proposed design of the city hall building anticipated the need for future growth or changes. Mr. Glawatz stated that flexible spaces such as conference rooms could accommodate additional growth, if needed. Ms. Prenger added that additional office space would be built for human resources and information technology in expectation of expansion.

Mr. Gallagher asked why the north and west sides of the building featured so much concrete rather than green space. Mr. Glawatz said the concrete would not only be used by pedestrians, but also for gatherings and events. He stated that the total amount of concrete in the design had been reduced from initial plans.

Mr. Gallagher asked whether the existing building in its current state could continue to accommodate the fully-staffed police department's needs without expansion. Chief McCullough said that without extra space, it would be difficult to continue operations at the level residents expected. He noted that the size of the existing property room was no longer sufficient, and that the K-9 unit was currently housed in a former closet.

Mr. Bredehoeft also provided an updated cost estimate for design development, noting that the previous estimate had been presented in November 2024 prior to the selection of Option 2A (new city hall building plus police department and court remodel) by council. He added that the overall cost had been reduced by approximately \$1 million, and that additional savings would be achieved since the council directed staff to pursue LEED Gold certification rather than LEED Platinum, which was not yet reflected in the estimate:

<u>Item</u>	<u>November 18, 2024</u>	<u>Design Development</u>
PD Renovation	\$3,100,000	\$3,000,000
PD Site Work	\$900,000	\$1,500,000
Court Renovation	\$4,000,000	\$2,600,000
City Hall	\$17,200,000	\$15,500,000
City Hall Site Work	\$1,300,000	\$2,900,000
Land Purchase	\$4,500,000	\$4,500,000
Total	\$31,000,000	\$30,000,000

**Councilmember Terry O'Toole joined the meeting via Zoom at this time.*



- COU2025-27 Consider approval of resolution authorizing Project (municipal complex improvements)
Jason Hannaman
- COU2025-28 Consider approval of Bond Sale Resolution
Jason Hannaman

Mr. Hannaman said that the following two motions would be needed to approve the Project Resolution and the Bond Resolution:

Motion 1: Consider approval of a resolution authorizing the acquisition, design, construction, reconstruction, and equipping of public buildings within the City of Prairie Village, Kansas, and the issuance of general obligation bonds to finance such costs.

Motion 2: Consider approval of a resolution authorizing the City of Prairie Village, Kansas, to offer for sale general obligation improvement bonds in a principal amount not to exceed \$30,000,000 with a 30-year term to finance the acquisition, design, construction, reconstruction, and equipping of public buildings within the City of Prairie Village, and certain documents and actions in connection with the issuance of said bonds.

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

At its January 21, 2025 meeting, council approved authorizing staff to continue design development of a site plan known as Option 2A: a new city hall building at 7820 Mission Road, along with renovations to the police department and court facilities. In addition, council approved issuing temporary notes to finalize the acquisition of the existing building at 7820 Mission Road and approximately four acres of land. The total cost of the combined project, including land acquisition, was not to exceed \$30,000,000.

Mr. Hannaman said that general obligation bonds would be issued for improvements to the existing facilities at 7700 and 7710 Mission Road, and building a new facility at 7820 Mission Road. Resolution 2025-04 would serve as the official authorization to design and construct the municipal complex improvements as well as to issue general obligation bonds to finance such costs.

Resolution 2025-05 would authorize proceeding with the public sale of the city's general obligation bonds. Columbia Capital Management, the city's municipal financial advisor, and Gilmore & Bell, the city's bond counsel, would work with staff to prepare all necessary documents and proceedings for the notes. Mr. Hannaman said the city expected to take



bids on the bonds on August 4, and that council would consider the bids at its meeting that evening. Resolution 2025-05 would also authorize the Mayor to approve the sale of the bonds to the best bidder, so long as the principal amount did not exceed \$30,000,000 and the true interest cost did not exceed 5.75%. This would provide flexibility with regard to the pricing date of the notes in the event market conditions or other factors warrant an adjustment to the anticipated schedule.

At its May 22, 2025 meeting, the Finance Committee discussed various options for the term and repayment amounts of bonds for this project. The committee ultimately voted unanimously to recommend a 30-year term, which would be the same length used previously for the reconstruction of the Public Works facility. A 30-year term would keep consistent with estimated repayment amounts the city had publicly discussed. The bonds would have an eight-year call period, meaning that after eight years they could be refinanced or restructured if there was a possibility for interest rate cost reduction.

Mr. Hannaman said that while Resolution 2025-05 had a \$30,000,000 limit, the city anticipated issuing bonds that would generate total bond proceeds of approximately \$27,000,000 due to existing funding sources that were previously approved by council. The final amount would be dependent on the bid received to purchase the bonds on the day of pricing. As part of the issuance of the Series 2025 general obligation bonds, the existing Series 2025 temporary notes used to fund the acquisition of 7820 Mission Road would be retired.

Mr. Hannaman stated that cities in Kansas had a statutory limit of 30% of the total assessed valuation that could be issued for general obligation debt. Based on November 2024 valuations, that amount for Prairie Village totaled approximately \$202 million. He noted that the city's current total outstanding bond debt totaled \$9,275,000, and that Moody's had stated that bond issuance for the municipal project could be issued without negatively impacting the city's 'Aaa' credit rating. Finally, the city's debt-per-capita was among the lowest of first-class cities in both Kansas and Johnson County. Issuing new bonds would still keep the city low by comparison, at approximately 5% of assessed value, and 0.6% of appraised value. City policy limited outstanding debt to a maximum of 3% of appraised value.

Kevin Wempe, from Gilmore and Bell was present to answer questions.

Ms. Sharp asked if the resolutions would need to be published before they took effect. Mr. Wempe stated that the resolutions did not need to be published because Charter Ordinance 28 gave the city the authority to finance projects with general obligation bonds without a publication requirement.

Mr. Cole Robinson made a motion to approve Resolution 2025-04, authorizing the acquisition, design, construction, reconstruction, and equipping of public buildings within the City of Prairie Village, Kansas, and the issuance of general obligation bonds to finance such costs. The motion was seconded by Mr. Graves.



Ms. Sharp noted that a debt capacity document the city released in 2019 listed a potential bond measure for pool complex improvements for \$15 million, with no value listed for city hall improvements. Mr. Bredehoeft said that at the time, public works was looking at possible projects for the pool house, but at the present time, they were not needed. He added that since 2019, over \$2 million had been invested in the maintenance and repair of pools at the site. Mr. Jordan added that projects to improve the pool building would likely need to be considered in the future.

After further discussion, a roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Graves, Gallagher; “nay”: Sharp, Reddell. The motion passed 9-2.

Mr. Shelton made a motion to approve Resolution 2025-05, authorizing the City of Prairie Village, Kansas, to offer for sale general obligation improvement bonds in a principal amount not to exceed \$30,000,000 with a 30-year term to finance the acquisition, design, construction, reconstruction, and equipping of public buildings within the City of Prairie Village, and certain documents and actions in connection with the issuance of said bonds. The motion was seconded by Mr. Graves. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Graves, Gallagher; “nay”: Sharp, Reddell. The motion passed 9-2.

**COU2025-29 Consider amendments to Council Policy 056 - Financial Management Policies
Jason Hannaman**

Mr. Hannaman said that at its May 22, 2025 meeting, the Finance Committee unanimously directed staff to review the “Debt Policies” section in Council Policy 056 - Financial Management Policies, and prepare appropriate updated language. Specifically, Section 4e of the current policy stated:

- 4e.) Limitations on issuance of new debt. The city will establish and maintain limitations on the issuance of new property tax base supported bonded indebtedness. These limitations will promote a balanced relationship between expenditures for debt service and current municipal costs, and assist in minimizing the overall property tax burden. The city will limit the issuance of new bonded debt so as to maintain or make improvements in key financial ratios, including:
 - Direct city debt should not exceed 3% of the estimated market value of property within the city.
 - The percentage of direct city debt scheduled for retirement in the next 10 years should exceed 50% of the total outstanding debt.



- General obligation maturities should not exceed the life of the project or asset financed with bonds.

Mr. Hannaman noted that the city has not been in compliance with the second bullet above ever since the date Meadowbrook general obligation TIF bonds were refinanced into special obligation TIF bonds in December of 2021. This refinancing allowed the city to save approximately \$1.4 million in interest costs and remove both its full faith and credit backing and the transient guest tax pledge from the bonds.

After reviewing debt policy language from other cities, including Merriam, Leawood, and Shawnee, staff recommends revising Section 4e to read:

- 4e.) Limitations on issuance of new debt. The city will establish and maintain limitations on the issuance of new property tax base supported bonded indebtedness. These limitations will promote a balanced relationship between expenditures for debt service and current municipal costs, and assist in minimizing the overall property tax burden. The city will limit the issuance of new bonded debt so as to maintain or make improvements in key financial ratios, including:
 - Direct city debt should not exceed 3% of the estimated market value of property within the City.
 - Direct city debt should not exceed 30% of the city's assessed valuation, as authorized in K.S.A. 10-308.
 - The life of long-term debt should be matched with, or shorter than, the useful life of the underlying assets financed. This allows for a fair allocation of costs to current and future beneficiaries or users. Generally, the city will not consider debt structures with a final maturity more than 30 years from the date of issuance.

Mr. Hannaman noted that the language was a policy rather than an ordinance, and that council could choose to make changes or choose not to act. Additionally, the revised policy had been reviewed by the city's municipal financial advisor, Columbia Capital, who were in attendance to answer questions.

Mr. Graves made a motion to amend Council Policy 056 as presented. The motion was seconded by Mr. Agniel. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Graves, Gallagher; "nay": Sharp, Reddell. The motion passed 9-2.

COUNCIL COMMITTEE OF THE WHOLE

There were no items to be considered by the Council Committee of the Whole.

ANNOUNCEMENTS



Announcements were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 9:15 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

July 7, 2025

Copy of Ordinance
3051

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			
32919-32994	5/9/2025	343,392.69	
32995-33009	5/16/2025	773,808.89	
33010-33079	5/23/2025	327,653.77	
33080-33088	5/30/2025	24,275.15	
Payroll Expenditures			
5/2/2025		479,469.26	
5/16/2025		474,090.20	
5/30/2025		507,787.69	
Electronic Payments			
Electronic Pmnts	5/1/2025	3,472.31	
	5/7/2025	6,850.77	
	5/9/2025	76.89	
	5/12/2025	14,819.11	
	5/19/2025	1.00	
	5/21/2025	1.98	
	5/23/2025	10,568.75	
	5/27/2025	39,829.82	
TOTAL EXPENDITURES:			3,006,098.28
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			
GRAND TOTAL CLAIMS ORDINANCE			3,006,098.28

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

Passed this 7th day of July 2025.

Signed or Approved this 7th day of July 2025

ATTEST:


City Treasurer

ATTEST:


Finance Director

Payroll Date:	5/2/2025
Total Amount ADP Debited From PV Accounts	\$ 386,234.14
M,N-(K) KPERS Employer	\$ 25,072.77
(K) KPERS Employee	\$ 14,046.38
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 23,522.34
(L) DC457 Employee Contribution	\$ 15,203.45
(LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,081.68
(P) POLPEN Police Pension Employee	\$ 5,653.20
	\$ 479,469.26

Payroll Date:	5/16/2025
Total Amount ADP Debited From PV Accounts	\$ 384,453.49
M,N-(K) KPERS Employer	\$ 24,043.30
(K) KPERS Employee	\$ 13,469.67
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 22,072.64
(L) DC457 Employee Contribution	\$ 14,547.88
(LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,194.72
(P) POLPEN Police Pension Employee	\$ 5,653.20
	\$ 474,090.20

Payroll Date:	5/30/2025
Total Amount ADP Debited From PV Accounts	\$ 418,019.55
M,N-(K) KPERS Employer	\$ 24,196.61
(K) KPERS Employee	\$ 13,555.53
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	\$ 22,173.20
(L) DC457 Employee Contribution	\$ 14,602.10
(I) (LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,142.56
(P) POLPEN Police Pension Employee	\$ 5,653.20
	\$ 507,787.69

Accounts Payable

Checks by Date - Summary by Check Date



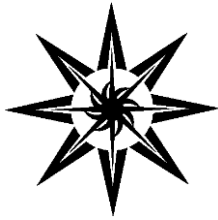
PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	1248	Bluefin Payment Systems	05/01/2025	0.00	61.90
ACH	841	Elavon	05/01/2025	0.00	304.62
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	05/01/2025	0.00	2,380.20
ACH	945	UMB Bank ACH	05/01/2025	0.00	725.59
Total for 5/1/2025:				0.00	3,472.31
ACH	311	ADP Electronic Debit	05/07/2025	0.00	6,850.77
Total for 5/7/2025:				0.00	6,850.77
ACH	841	Elavon	05/09/2025	0.00	76.89
32919	2468	911 Custom LLC	05/09/2025	0.00	1,595.00
32920	2265	All City Management Services Inc	05/09/2025	0.00	4,786.48
32921	3380	All Copy Products Inc	05/09/2025	0.00	234.24
32922	2392	Allegiant Networks LLC	05/09/2025	0.00	2,104.31
32923	2330	Allied Services LLC	05/09/2025	0.00	700.00
32924	534	Arbor Masters Tree & Landscape	05/09/2025	0.00	11,965.00
32925	3984	Amy Barnes	05/09/2025	0.00	400.00
32926	242	Bledsoe's Rental Inc	05/09/2025	0.00	79.10
32927	3089	Bob Allen Ford Inc	05/09/2025	0.00	485.45
32928	3985	BRINC Drones Inc.	05/09/2025	0.00	24,999.00
32929	3759	Charter Communications Holdings, LLC	05/09/2025	0.00	275.31
32930	3110	City Wide Maintenance Company Inc	05/09/2025	0.00	11,240.00
32931	794	Clinical Associates PA	05/09/2025	0.00	1,100.00
32932	282	CMRS-FP	05/09/2025	0.00	5,000.00
32933	3568	Consolidated Fire District 2	05/09/2025	0.00	400.00
32934	3511	Nora Cooper	05/09/2025	0.00	2,646.00
32935	2024	Custom Lighting Services LLC	05/09/2025	0.00	6,420.00
32936	2007	Michelle DeCicco	05/09/2025	0.00	2,204.00
32937	245	Easy Ice LLC	05/09/2025	0.00	1,320.46
32938	1572	EE Reimbursement	05/09/2025	0.00	2,312.50
32939	2342	EE Reimbursement	05/09/2025	0.00	22.00
32940	3864	EE Reimbursement	05/09/2025	0.00	110.00
32941	2980	Enterprise FM Trust	05/09/2025	0.00	18,894.67
32942	3988	ESoke Cultural Arts Center	05/09/2025	0.00	800.00
32943	2898	Evergy - KCPL	05/09/2025	0.00	354.40
32944	958	Federal Signal Corp	05/09/2025	0.00	12,107.00
32945	2666	Fiber Platform LLC	05/09/2025	0.00	700.00
32946	3922	Fidelity Security life Insurance Company	05/09/2025	0.00	905.93
32947	88	First Call	05/09/2025	0.00	42.08
32948	388	Fun Services of Kansas City	05/09/2025	0.00	1,000.00
32949	3781	Frank P. Gilman, PA	05/09/2025	0.00	1,434.00
32950	86	Goodyear Auto Service Center	05/09/2025	0.00	1,625.92
32951	384	GT Distributors	05/09/2025	0.00	705.55
32952	3493	Home Association of KC	05/09/2025	0.00	294.00
32953	3931	Innovative Fluid power West Inc.	05/09/2025	0.00	212.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
32954	2723	Insight Public Sector Inc	05/09/2025	0.00	56,263.27
32955	2316	Integrity Locating Services LLC	05/09/2025	0.00	5,198.50
32956	3546	Inveris Training Solutions	05/09/2025	0.00	1,090.61
32957	3472	J Webb Inc	05/09/2025	0.00	47.50
32958	23	Johnson County Sherriff's Office Fiscal Uni	05/09/2025	0.00	400.00
32959	3732	K&M Office Products Inc	05/09/2025	0.00	3,810.50
32960	177	Kansas Bureau of Investigation	05/09/2025	0.00	400.00
32961	3570	Kansas CareNow Urgent care	05/09/2025	0.00	2,305.00
32962	2378	Kansas Dept of Revenue-Titles and Registr	05/09/2025	0.00	295.00
32963	1634	Kansas Heavy Const LLC	05/09/2025	0.00	56,255.40
32964	2335	Kansas One-Call System Inc	05/09/2025	0.00	498.75
32965	147	Kansas State Treasurer	05/09/2025	0.00	4,939.33
32966	3573	Keramida Environmental Inc	05/09/2025	0.00	10,000.00
32967	213	Legal Record	05/09/2025	0.00	42.02
32968	92	Lexington Plumbing and Heating Company	05/09/2025	0.00	5,966.50
32969	3302	Linde Gas & Equipment inc	05/09/2025	0.00	88.54
32970	3981	MD Now	05/09/2025	0.00	75.00
32971	1462	Jayne Merklein	05/09/2025	0.00	1,265.00
32972	179	Mid America Regional Council	05/09/2025	0.00	6,273.76
32973	2958	Midwest Shredding Service LLC	05/09/2025	0.00	125.00
32974	274	Neptune Benson	05/09/2025	0.00	1,079.58
32975	369	Overland Park Garden Center Inc	05/09/2025	0.00	3,047.09
32976	3983	Power Life Holdings	05/09/2025	0.00	228.00
32977	2025	Prairie Village Foundation	05/09/2025	0.00	40,000.00
32978	3657	Project Advocates LLC	05/09/2025	0.00	5,587.11
32979	73	SBCO	05/09/2025	0.00	272.75
32980	3500	Shawnee Mission School District #512	05/09/2025	0.00	1,340.50
32981	2667	SiteOne Landscape Supply Holding LLC	05/09/2025	0.00	2,898.54
32982	72	Staples Business Advantage	05/09/2025	0.00	132.05
32983	3254	Staples Inc	05/09/2025	0.00	35.76
32984	374	Suburban Lawn & Garden Inc	05/09/2025	0.00	278.93
32985	279	Sunflower Equipment LLC	05/09/2025	0.00	1,568.00
32986	439	Sysco of Kansas City	05/09/2025	0.00	1,179.32
32987	2597	The Employer's Resource	05/09/2025	0.00	3,500.00
32988	2240	Karen L Torline	05/09/2025	0.00	1,575.00
32989	1560	Tyler Business Forms	05/09/2025	0.00	390.16
32990	2047	United Rentals (North America) Inc	05/09/2025	0.00	412.00
32991	1042	Verizon Wireless	05/09/2025	0.00	4,238.90
32992	111	WaterOne	05/09/2025	0.00	292.96
32993	3989	Whitney Wilson	05/09/2025	0.00	26.96
32994	99	Work Zone Inc	05/09/2025	0.00	495.00
Total for 5/9/2025:				0.00	343,469.58
ACH	9	Evergy - KCPL - ACH	05/12/2025	0.00	14,819.11
Total for 5/12/2025:				0.00	14,819.11
32995	2330	Allied Services LLC	05/16/2025	0.00	174,337.92
32996	490	Aqua Products KC	05/16/2025	0.00	565.68
32997	2311	Boelte-Hall LLC	05/16/2025	0.00	4,509.22
32998	158	Delta Dental of Kansas	05/16/2025	0.00	6,529.20
32999	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	05/16/2025	0.00	5,380.55
33000	2899	HUB International Midwest Limited	05/16/2025	0.00	549,273.20
33001	3763	Hunter Law Group, P.A.	05/16/2025	0.00	8,717.50
33002	84	Johnson County Wastewater	05/16/2025	0.00	153.14
33003	41	Kansas Gas Service	05/16/2025	0.00	877.25

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
33004	3401	Suzanne McCullough	05/16/2025	0.00	500.00
33005	3435	Spencer Fane LLP	05/16/2025	0.00	13,155.00
33006	700	Swartz Consulting LLC	05/16/2025	0.00	862.50
33007	3034	Verizon	05/16/2025	0.00	146.35
33008	111	WaterOne	05/16/2025	0.00	5,321.48
33009	99	Work Zone Inc	05/16/2025	0.00	3,479.90
Total for 5/16/2025:				0.00	773,808.89
ACH	310	Kansas Department of Revenue - "online p	05/19/2025	0.00	1.00
Total for 5/19/2025:				0.00	1.00
ACH	9	Evergy - KCPL - ACH	05/21/2025	0.00	1.98
Total for 5/21/2025:				0.00	1.98
ACH	1288	BMO Harris Bank NA- ACH	05/23/2025	0.00	10,568.75
33010	2579	451 Degree Protection Inc	05/23/2025	0.00	1,979.50
33011	2265	All City Management Services Inc	05/23/2025	0.00	4,408.60
33012	2629	Lauren Allen	05/23/2025	0.00	551.00
33013	534	Arbor Masters Tree & Landscape	05/23/2025	0.00	6,600.00
33014	1461	Elizabeth Bagby	05/23/2025	0.00	2,500.00
33015	3987	Kelly Baker	05/23/2025	0.00	1,707.50
33016	3986	Allison Bath	05/23/2025	0.00	2,037.50
33017	790	Cellco Partnership	05/23/2025	0.00	247.61
33018	3289	Clean Harbors Environmental Services Inc	05/23/2025	0.00	2,570.00
33019	3370	Combes Construction LLC	05/23/2025	0.00	7,327.96
33020	3511	Nora Cooper	05/23/2025	0.00	2,646.00
33021	3992	Valerie Dartt	05/23/2025	0.00	2,300.00
33022	2831	Michael Dolly	05/23/2025	0.00	54.67
33023	3211	Adrienne Doring	05/23/2025	0.00	2,500.00
33024	2603	Mark T Duffy	05/23/2025	0.00	532.50
33025	1914	EE Reimbursement	05/23/2025	0.00	326.20
33026	3156	EE Reimbursement	05/23/2025	0.00	110.00
33027	3468	EE Reimbursement	05/23/2025	0.00	334.44
33028	3847	Elite Exercise Equipment LLC	05/23/2025	0.00	195.00
33029	3453	Fast N Friendly LLC	05/23/2025	0.00	18,207.65
33030	88	First Call	05/23/2025	0.00	484.24
33031	1253	Foley Industries Inc	05/23/2025	0.00	391.79
33032	3781	Frank P. Gilman, PA	05/23/2025	0.00	1,434.00
33033	86	Goodyear Auto Service Center	05/23/2025	0.00	1,370.25
33034	1886	GPS Insight LLC	05/23/2025	0.00	239.70
33035	371	Grass Pad Inc	05/23/2025	0.00	818.18
33036	384	GT Distributors	05/23/2025	0.00	2,675.66
33037	150	Hy-Vee	05/23/2025	0.00	25.50
33038	1939	In And Out Painting LLC	05/23/2025	0.00	2,810.00
33039	2723	Insight Public Sector Inc	05/23/2025	0.00	1,463.25
33040	506	Johnson County Department of Corrections	05/23/2025	0.00	70.00
33041	984	Johnson County NAACP #4038	05/23/2025	0.00	60.00
33042	84	Johnson County Wastewater	05/23/2025	0.00	647.79
33043	177	Kansas Bureau of Investigation	05/23/2025	0.00	400.00
33044	3570	Kansas CareNow Urgent care	05/23/2025	0.00	3,015.00
33045	2378	Kansas Dept of Revenue-Titles and Registr	05/23/2025	0.00	134.54
33046	1634	Kansas Heavy Const LLC	05/23/2025	0.00	172,678.50
33047	258	Key Equipment & Supply Co	05/23/2025	0.00	2,012.22

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
33048	3859	Michael Konovalske	05/23/2025	0.00	49.85
33049	21	KU Midwest Occupational Health	05/23/2025	0.00	803.00
33050	1423	Lawn & Leisure of Lee's Summit Inc	05/23/2025	0.00	329.08
33051	97	Lawrence Pest Control Company Inc	05/23/2025	0.00	485.00
33052	205	Lawson Products	05/23/2025	0.00	3,399.29
33053	375	League of Kansas Municipalities	05/23/2025	0.00	100.00
33054	92	Lexington Plumbing and Heating Company	05/23/2025	0.00	7,065.50
33055	3729	LexisNexis Risk Data Management LLC	05/23/2025	0.00	1,668.60
33056	561	Lincoln Commercial Pool Equipment	05/23/2025	0.00	2,071.05
33057	3981	MD Now	05/23/2025	0.00	75.00
33058	1892	MECKC	05/23/2025	0.00	255.00
33059	340	Mill Creek Rifle Club Inc	05/23/2025	0.00	400.00
33060	2039	MJV-A LLC	05/23/2025	0.00	123.00
33061	1816	Morpho USA Inc	05/23/2025	0.00	4,709.00
33062	100	O'Dell Service Company Inc	05/23/2025	0.00	3,932.40
33063	27	Overland Park City Of Attn: Finance	05/23/2025	0.00	16,827.75
33064	369	Overland Park Garden Center Inc	05/23/2025	0.00	3,217.06
33065	190	Pitney Bowes Lease	05/23/2025	0.00	210.18
33066	207	Purchase Power	05/23/2025	0.00	841.99
33067	1007	Rejis Commission	05/23/2025	0.00	1,398.07
33068	3947	Renaissance Life and Health Insurance Co	05/23/2025	0.00	6,444.45
33069	73	SBCO	05/23/2025	0.00	44.00
33070	2667	SiteOne Landscape Supply Holding LLC	05/23/2025	0.00	1,100.92
33071	2565	Snap-On Inc	05/23/2025	0.00	58.03
33072	3254	Staples Inc	05/23/2025	0.00	34.18
33073	374	Suburban Lawn & Garden Inc	05/23/2025	0.00	40.95
33074	279	Sunflower Equipment LLC	05/23/2025	0.00	432.86
33075	3103	TWAS Topco LP	05/23/2025	0.00	464.00
33076	3968	Vaisala Inc.	05/23/2025	0.00	12,190.00
33077	836	Weather Or Not	05/23/2025	0.00	595.00
33078	368	WEI H2O Kansas LLC	05/23/2025	0.00	9,659.40
33079	737	West Publishing Corp	05/23/2025	0.00	762.41
Total for 5/23/2025:				0.00	338,222.52
ACH	945	UMB Bank ACH	05/27/2025	0.00	39,829.82
Total for 5/27/2025:				0.00	39,829.82
33080	3380	All Copy Products Inc	05/30/2025	0.00	262.57
33081	3806	Sean Gordon	05/30/2025	0.00	12,350.00
33082	2723	Insight Public Sector Inc	05/30/2025	0.00	4,895.50
33083	213	Legal Record	05/30/2025	0.00	43.10
33084	2141	Pre-Paid Legal Services Inc	05/30/2025	0.00	606.10
33085	1495	Sky High Marketing	05/30/2025	0.00	532.22
33086	439	Sysco of Kansas City	05/30/2025	0.00	4,795.44
33087	438	Thomas M Finholm Jr	05/30/2025	0.00	507.60
33088	111	WaterOne	05/30/2025	0.00	282.62
Total for 5/30/2025:				0.00	24,275.15
Report Total (181 checks):				0.00	1,544,751.13



PUBLIC WORKS DEPARTMENT

Consent Agenda: July 7, 2025

CONSIDER APPROVAL OF A CONTRACT WITH BYRNE AND JONES CONSTRUCTION FOR THE 2025 STREET REPAIR PROGRAM (P5001)

RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Byrne and Jones Construction for Project P5001 2025 Street Repair Program for \$250,000.

BACKGROUND

On June 4, 2025, the City Clerk opened bids for Project P5001, 2025 Street Repair Program. Two bids were received:

JM Fahey	\$476,916.00
Byrne and Jones	\$302,105.70
Engineer's Estimate (budgeted amount)	\$250,000.00

This program consists of asphalt street repairs at various locations throughout the City. The program allows staff to address areas where settlement or deterioration has occurred, and make repairs to those areas.

The budget for this project is \$250,000 and the contract award is set at \$250,000. Locations of repairs will be adjusted (decreased) to utilize the budget.

City staff has reviewed the bids for accuracy and found minor errors/corrections that does not impact the status of the low bid.

Byrne and Jones is new to the Kansas City region with an established base in St. Louis, Missouri. Their superintendent will be an individual that has worked in the Kansas City area for many years and was superintendent on the Prairie Village Street Repair program when O'Donnell-Way was awarded the contract in 2017. Staff has checked references and most projects that they have been awarded are just getting underway with references commenting that the staff at Byrne and Jones is responsive to requests or concerns.

Staff recommends award to the lowest responsible bidder, Byrne and Jones Construction.

FUNDING SOURCE

Funding is available in the operation budget for project P5001.

ATTACHMENTS

1. Agreement with Byrne and Jones Construction.

PREPARED BY

Melissa Prenger, City Engineer

June 26, 2025

CONSTRUCTION AGREEMENT



**P5001
2025 STREET REPAIR**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

BYRNES AND JONES CONSTRUCTION

CONSTRUCTION CONTRACT
FOR
P5001 | 2025 STREET REPAIR

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
BYRNE AND JONES CONSTRUCTION

THIS AGREEMENT, is made and entered into this ____ day of _____, 2025, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Byrne and Jones Construction, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2025 STREET REPAIR, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

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

14. CHANGES IN THE WORK

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

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

Limits -

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

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

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

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

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

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

16. INDEMNITY

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

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

17. SUCCESSORS AND ASSIGNS

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

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

18. NON-DISCRIMINATION LAWS

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

BYRNE AND JONES CONSTRUCTION

(company name)

By: _____

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

BYRNE AND JONES CONSTRUCTION

(typed company name)

7700 Mission Road

891 W IRONWOOD ST

(typed address)

Prairie Village, Kansas 66208

OLATHE, KS 66061

(typed city, state, zip)

913-385-4647

916-602-0259

(typed telephone number)

(date of execution)

(date of execution)

SEAL

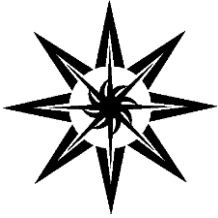
ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, Alex Aggen

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



ADMINISTRATION

Council Meeting Date: July 7, 2025

COU2025-30

Consider Resolution 2025-06 of the City's Intent to Exceed the Revenue Neutral Rate and Establishing the Date and Time of a Public Hearing for the 2026 Budget

SUGGESTED MOTION

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

BACKGROUND

Over the last several months the Council and staff have worked to develop the 2026 budget. The Governing Body approved the preliminary budget on June 2. The budget maintains the same level of services as the 2025 Budget. The 2026 proposed budget has a total mill rate of 18.066, which is a cut of approximately one-quarter mill from 2025's rate of 18.326. The final mill rate may vary slightly based on the results of any ongoing appraisal appeals.

Per K.S.A. 79-2988, the proposed budget will require a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate.

The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate would be 17.213 mills. Since the proposed budget requires 18.066 mills, a public hearing is required. Notice of intent to exceed the revenue neutral rate must be provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th.

The public hearing is proposed for the City Council's regular meeting on Tuesday, September 2, 2025. The budget public hearing and adoption of the 2026 budget will follow the revenue neutral rate hearing. Approval of this item will authorize the publishing of both the budget and revenue neutral rate public hearings.

In addition to the General Fund, the budget document includes budget authority for all other funds, including the Solid Waste Fund proposed assessment of \$256.

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

PUBLIC NOTICE

The Intent to Exceed Revenue Neutral Rate and the Budget Summary will be published in The Legal Record as soon as administratively feasible after the attached resolution is approved, but in no case later than August 18, 2025.

ATTACHMENTS:

- Revenue Neutral Rate Resolution 2025-06
- Johnson County Clerk Budget Information Sheet
- State Budget Forms
- 2026 Budget Document

Prepared By:

Jason Hannaman

Finance Director

Date: 6/19/2025

RESOLUTION NO. 2025-06

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

WHEREAS, pursuant to K.S.A. 79-2988 (the "Act"), the Clerk of Johnson County, Kansas, has calculated and notified the City of Prairie Village, Kansas (the "City") that, for the City's 2026 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 17.213 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

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

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

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

Section 1. Intent to Exceed Revenue Neutral Rate; Proposed Tax Rate. Pursuant to K.S.A. 79-2988(b), the City, by and through its Governing Body, hereby declares its intent to exceed the revenue neutral rate. The City's proposed tax/mill levy rate for the 2026 budget year is 18.066 mills.

Section 2. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body to consider exceeding the revenue neutral rate on September 2, 2025, at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas, 66208, the public hearing to commence at 6:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body shall provide interested taxpayers desiring to be heard an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment.

Section 3. Notice of Public Hearing—County. The City Clerk is hereby authorized and directed to notify the Johnson County Clerk, on or before July 20, 2025, of the City's proposed intent to exceed the revenue neutral rate and to provide the date, time, and location of the public hearing. The Johnson County Clerk shall transmit such notice in accordance with the procedures set forth in the Act.

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

(A) on the website of the City; and

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

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

public hearing.

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

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

ADOPTED this _____ day of _____, 2025.

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

County Clerk's Budget Information for the 2026 Budget

PRAIRIE VILLAGE

1. Valuation Information as of June 1, 2025:

	Estimated Assessed Valuation	Territory Added	Property with changed use
Real Estate	710,605,319	0	432,602
Personal Property excludes penalties	577,714	0	
State Assessed	7,632,313	0	
Total	718,815,346	0	
New Improvements	6,612,709		

2. Personal Property excluding oil, gas, mobile homes & penalties 577,714

Current Yr Estimated Assessed Value used for RNR Calc	Prior Yr Ad Valorem Tax used for RNR Calc
718,815,346	12,372,717.43

3. **Revenue Neutral Rate** 17.213

4. Actual Tax Rates Levied for the 2025 Budget:

Fund	Rate
GENERAL	18.326
Total	18.326

5. Final Assessed Valuation from the November 01, 2024 abstract 675,130,446

6. Personal Property excluding oil, gas, mobile homes & penalties for 2024 690,122

7. Neighborhood Revitalization District:
Valuation Subject to Rebates 0

June 15, 2025
Date

Provided by:
Name of County:

Amy Meeker-Berg
Johnson County

*Only Base Value is Included in Real Estate #1 Above

Tax Increment Financing (TIF) for USD:	ALL TIF Projects
TIF Total Assessed Valuation for Area	0
TIF Base Year Assessed Valuation for Area	0
TIF Difference in Valuation (Increment)	0

2026

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
City of Prairie Village
will meet on September 2, 2025 at 6:00 p.m. at 7700 Mission Road for the purpose of hearing and
answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate.
Detailed budget information is available at Prairie Village Municipal Office, 7700 Mission Road and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2026 Expenditures and Amount of 2025 Ad Valorem Tax establish the maximum limits of the 2026 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2024		Current Year Estimate for 2025		Proposed Budget for 2026		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2025 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	30,417,746	18.325	30,954,360	18.326	40,505,915	12,986,118	18.066
Debt Service	559,525		559,850		1,910,624		
Library							
Special Highway	603,260		600,000		962,257		
Solid Waste Management	2,098,312		2,190,581		2,543,739		
Stormwater Utility	1,650,000		1,650,000		2,268,538		
Special Parks	276,913		260,000		265,379		
Special Alcohol	303,076		285,026		286,569		
CID-Corinth	781,020		810,462		861,121		
CID-PV Shops	890,120		638,713		594,984		
Transient Guest Tax	323,891		446,500		663,247		
Non-Budgeted Funds-A	11,789,152						
Non-Budgeted Funds-B	3,653,361						
Totals	53,346,376	18.325	38,395,492	18.326	50,862,373	12,986,118	18.066
Revenue Neutral Rate**							17.213
Less: Transfers	11,431,228		10,821,179		11,690,725		
Net Expenditure	41,915,148		27,574,313		39,171,648		
Total Tax Levied	11,724,185		12,372,289		xxxxxxxxxxxxxxxxxx		
Assessed							
Valuation	639,791,155		675,130,446		718,815,346		
Outstanding Indebtedness, January 1,	2023		2024		2025		
G.O. Bonds	10,170,000		9,490,000		9,275,000		
Revenue Bonds	0		0		0		
Other	16,545,000		14,345,000		11,040,000		
Lease Purchase Principal	0		0		0		
Total	26,715,000		23,835,000		20,315,000		

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by KSA 79-2988

City of Prairie Village

Official Title: The governing body of

To the Clerk of Johnson County, State of Kansas

City of Prairie Village

Table of Contents:

Revenue Neutral Rate	17.213
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Governing Body

Page No. 1

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

Budgeted Funds for 2025	Ad Valorem Levy Tax Year 2024	Allocation for Year 2026				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	12,372,289	851,954	1,765	540	2,380	0
Debt Service						
Library						
TOTAL	12,372,289	851,954	1,765	540	2,380	0

County Treas Motor Vehicle Estimate	<u>851,954</u>					
County Treas Recreational Vehicle Estimate		<u>1,765</u>				
County Treas 16/20M Vehicle Estimate			<u>540</u>			
County Treas Commercial Vehicle Tax Estimate				<u>2,380</u>		
County Treas Watercraft Tax Estimate						<u>0</u>

Motor Vehicle Factor	<u>0.06886</u>					
Recreational Vehicle Factor		<u>0.00014</u>				
16/20M Vehicle Factor			<u>0.00004</u>			
Commercial Vehicle Factor				<u>0.00019</u>		
Watercraft Factor						<u>0.00000</u>

Schedule of Transfers

Expenditure Fund Transferred From:	Receipt Fund Transferred To:	Actual Amount for 2024	Current Amount for 2025	Proposed Amount for 2026	Transfers Authorized by Statute
General	Capital Projects	6,684,530	5,455,000	5,540,000	12-1,118
General	Equipment Reserve	600,000	550,000	700,000	12-1,117
General	Bond & Interest	1,160,525	1,709,850	1,809,725	12-101
General	Economic Development	266,000	266,000	266,000	12-1,117
Special Highway	Capital Projects	603,260	600,000	600,000	12-1,118
Stormwater Utility	General	600,000	600,000	600,000	Charter Ord. 23
Stormwater Utility	Capital Projects	1,050,000	1,050,000	1,550,000	Charter Ord. 23
Special Parks	Capital Projects	276,913	290,329	260,000	12-1,118
Transient Guest Tax	Capital Projects	190,000	300,000	365,000	Charter Ord. 27
	Totals	11,431,228	10,821,179	11,690,725	
	Adjustments*				
	Adjusted Totals	11,431,228	10,821,179	11,690,725	

***Note:** Adjustments are required only if the transfer is being made in 2025 and/or 2026 from a non-budgeted fund.

City of Prairie Village

2026

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2025	Date Due		Amount Due 2025		Amount Due 2026	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series 2019 Public Works Facility	12/19/2019	9/1/2049	3% -4.5%	9,890,000	9,275,000	3/1 & 9/1	9/1	334,850	225,000	324,725	235,000
Total G.O. Bonds					9,275,000			334,850	225,000	324,725	235,000
Revenue Bonds:											
Total Revenue Bonds					0			0	0	0	0
Other:											
Series 2021 Bonds (TIF)	12/9/2021	1/1/2036	2.875%-3.125%	18,040,000	11,040,000						
Series 2025 GO Temporary Notes	2/12/2025	3/1/2027	3%	4,745,000	0	3/1 & 9/1		78,688	0	142,350	0
Note: The Series 2021 Bonds are special, limited obligations of the City payable solely out of incremental tax revenues pursuant to the Bond Trust Indenture dated as of November 2021, relating to the Series 2021 Bonds. The City is under no obligation to levy any form of taxation or make any appropriation for the payment of the Series 2021 Bonds.											
Total Other					11,040,000			78,688	0	142,350	0
Total Indebtedness					20,315,000			413,538	225,000	467,075	235,000

City of Prairie Village

2026

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2025	Payments Due 2025	Payments Due 2026
Totals					0	0	0

*****If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.**

City of Prairie Village

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Resources Available:	41,170,496	40,886,711	27,519,797
Expenditures:			
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Sub-Total detail page	0	0	0
Administration	3,616,408	3,686,521	3,973,607
Public Works	6,940,282	7,307,084	7,730,714
Police Department	8,619,228	9,331,446	9,992,000
Municipal Justice	646,027	686,041	722,865
Community Development	894,851	938,109	1,029,887
Parks & Community Programs	989,895	1,024,308	1,124,215
Transfer to Bond & Interest Fund	1,160,525	1,514,850	1,809,725
Transfer to Capital Projects Fund	6,684,530	5,650,000	5,540,000
Transfer to Risk Management Fund	0	0	0
Transfer to Equipment Reserve	600,000	550,000	700,000
Transfer to Economic Development	266,000	266,000	266,000
Cash Forward (2026 column)			7,116,902
Miscellaneous			500,000
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	30,417,746	30,954,360	40,505,915
Unencumbered Cash Balance Dec 31	10,752,750	9,932,351	xxxxxxxxxxxxxxxxxxxxxxx
2024/2025/2026 Budget Authority Amount:	38,258,644	39,111,599	40,505,915
	Non-Appropriated Balance		
	Total Expenditure/Non-Appr Balance		40,505,915
	Tax Required		12,986,118
Delinquent Comp Rate:	0.0%		0
	Amount of 2025 Ad Valorem Tax		12,986,118

CPA Summary

City of Prairie Village

2026

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Debt Service	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	40,385	650,559	655,559
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Transfer from General Fund	1,160,525	559,850	1,809,725
Interest on Idle Funds	9,174	5,000	5,190
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,169,699	564,850	1,814,915
Resources Available:	1,210,084	1,215,409	2,470,474
Expenditures:			
Principal & Interest	559,525	559,850	1,809,725
Infrastructure		0	0
Cash Basis Reserve (2026 column)			100,899
Miscellaneous			
Does miscellaneous exceed 10% of Total Ex			
Total Expenditures	559,525	559,850	1,910,624
Unencumbered Cash Balance Dec 31	650,559	655,559	XXXXXXXXXXXXXXX
2024/2025/2026 Budget Authority Amount	1,749,147	1,762,451	1,910,624
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			1,910,624
Tax Required			0
Delinquent Comp Rate: 0.0%			0
Amount of 2025 Ad Valorem Tax			0

Adopted Budget	Prior Year	Current Year	Proposed Budget
Library	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Ex			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	XXXXXXXXXXXXXXX
2024/2025/2026 Budget Authority Amount	0	0	0
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			0
Tax Required			0
Delinquent Comp Rate: 0.0%			0
Amount of 2025 Ad Valorem Tax			0

CPA Summary

City of Prairie Village

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	263,166	309,816	333,076
Receipts:			
State of Kansas Gas Tax	623,315	603,260	605,430
County Transfers Gas		0	0
Interest on Idle Funds	26,595	20,000	23,751
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	649,910	623,260	629,181
Resources Available:	913,076	933,076	962,257
Expenditures:			
Transfer to Capital Projects Fund	603,260	600,000	600,000
Cash Forward (2026 column)			362,257
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	603,260	600,000	962,257
Unencumbered Cash Balance Dec 31	309,816	333,076	0
2024/2025/2026 Budget Authority Amount	847,897	902,168	962,257

Adopted Budget

Solid Waste Management	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	313,075	341,697	312,179
Receipts:			
Licenses & Permits	1,875	2,000	2,000
Charges for Services	2,074,488	2,113,063	2,183,560
Misc.	859	1,000	1,000
Interest on Idle Funds	49,712	45,000	45,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,126,934	2,161,063	2,231,560
Resources Available:	2,440,009	2,502,760	2,543,739
Expenditures:			
Solid Waste & Recycle Collection	2,056,308	2,137,497	2,208,618
Personnel Services	42,004	52,084	51,483
Commodities		1,000	1,000
Cash Forward (2026 column)			282,638
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	2,098,312	2,190,581	2,543,739
Unencumbered Cash Balance Dec 31	341,697	312,179	0
2024/2025/2026 Budget Authority Amount	2,374,838	2,463,924	2,543,739

CPA Summary

City of Prairie Village

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Stormwater Utility	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	451,875	534,505	601,505
Receipts:			
Licenses & Permits	13,670	12,000	5,000
Charges for Services	1,653,326	1,650,000	1,637,312
Interest on Idle Funds	65,634	55,000	24,721
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,732,630	1,717,000	1,667,033
Resources Available:	2,184,505	2,251,505	2,268,538
Expenditures:			
Transfer to General Fund	600,000	600,000	600,000
Transfer to Capital Projects Fund	1,050,000	1,050,000	1,550,000
Transfer to Bond & Interest Fund			
Cash Forward (2026 column)			118,538
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,650,000	1,650,000	2,268,538
Unencumbered Cash Balance Dec 31	534,505	601,505	0
2024/2025/2026 Budget Authority Amount	2,073,877	2,156,220	2,268,538

Adopted Budget

	Prior Year	Current Year	Proposed Budget
Special Parks	Actual for 2024	Estimate for 2025	Year for 2026
Unencumbered Cash Balance Jan 1	130,128	77,507	41,769
Receipts:			
Liquor Tax	218,200	219,262	219,285
Interest on Idle Funds	6,092	5,000	4,325
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	224,292	224,262	223,610
Resources Available:	354,420	301,769	265,379
Expenditures:			
Transfer to Capital Projects Fund	276,913	260,000	260,000
Cash Forward (2026 column)			5,379
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	276,913	260,000	265,379
Unencumbered Cash Balance Dec 31	77,507	41,769	0
2024/2025/2026 Budget Authority Amount	276,913	297,623	265,379

CPA Summary

City of Prairie Village

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Alcohol	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	94,447	84,905	47,731
Receipts:			
Liquor Tax	218,200	217,852	219,285
Revenue Contingency	69,362	25,000	15,000
Interest on Idle Funds	5,972	5,000	4,553
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	293,534	247,852	238,838
Resources Available:	387,981	332,757	286,569
Expenditures:			
Public Safety	143,211	163,079	141,156
Alcohol Programs	159,865	121,947	145,413
Cash Forward (2026 column)			0
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	303,076	285,026	286,569
Unencumbered Cash Balance Dec 31	84,905	47,731	0
2024/2025/2026 Budget Authority Amount	308,662	375,453	286,569

Adopted Budget

CID-Corinth	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	237,741	211,897	131,435
Receipts:			
Sales Tax	749,202	725,000	725,000
Interest on Idle Funds	5,974	5,000	4,686
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	755,176	730,000	729,686
Resources Available:	992,917	941,897	861,121
Expenditures:			
Urban Planning & Management	781,020	810,462	861,121
Cash Forward (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	781,020	810,462	861,121
Unencumbered Cash Balance Dec 31	211,897	131,435	0
2024/2025/2026 Budget Authority Amount	781,020	810,462	861,121

CPA Summary

City of Prairie Village

2026

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget CID-PV Shops	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Unencumbered Cash Balance Jan 1	351,682	51,388	2,675
Receipts:			
Sales Tax	583,143	585,000	585,000
Interest on Idle Funds	6,683	5,000	7,309
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	589,826	590,000	592,309
Resources Available:	941,508	641,388	594,984
Expenditures:			
Urban Planning & Management	890,120	638,713	594,984
Cash Forward (2026 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	890,120	638,713	594,984
Unencumbered Cash Balance Dec 31	51,388	2,675	0
2024/2025/2026 Budget Authority Amount	940,606	638,713	594,984

Adopted Budget

	Prior Year Actual for 2024	Current Year Estimate for 2025	Proposed Budget Year for 2026
Transient Guest Tax			
Unencumbered Cash Balance Jan 1	233,368	300,745	249,245
Receipts:			
Transient Guest Tax	380,581	385,000	400,000
Interest on Idle Funds	10,687	10,000	14,002
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	391,268	395,000	414,002
Resources Available:	624,636	695,745	663,247
Expenditures:			
Urban Planning & Management	133,891	146,500	233,500
Transfer to Capital Projects	190,000	300,000	365,000
Cash Forward (2026 column)			64,747
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	323,891	446,500	663,247
Unencumbered Cash Balance Dec 31	300,745	249,245	0
2024/2025/2026 Budget Authority Amount	416,394	599,809	663,247

CPA Summary

0

NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2024 is reported)

2026

Non-Budgeted Funds-A

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Capital Projects		Risk Management Reser		Economic Development		Equipment Reserve		Grants		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	3,973,099	Cash Balance Jan 1	261,311	Cash Balance Jan 1	114,726	Cash Balance Jan 1	964,277	Cash Balance Jan 1	544,542	5,857,955

Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Intergovernmental	3,949,411	Transfer from General Fund		Interest on Idle Funds	6,399	Trans fr General Fund	600,000	Intergovernmental		
Trans fr General Fund	6,684,530	Interest on Idle	6,391	Transfer from General	266,000	Interest on Idle Funds	36,830			
Trans fr Spec Highway	603,260	Miscellaneous	5,625							
Trans fr Spec Park	276,913									
Trans fr Stormwater	1,050,000									
Trans fr TGT	190,000									
Interest / Misc	163,816									
Total Receipts	12,917,930	Total Receipts	12,016	Total Receipts	272,399	Total Receipts	636,830	Total Receipts	0	13,839,175
Resources Available:	16,891,029	Resources Available:	273,327	Resources Available:	387,125	Resources Available:	1,601,107	Resources Available:	544,542	19,697,130

Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Infrastructure	11,206,642	Insurance Deductibles	8,456	Community Develop	195,202	Equipment Purchases	378,852	Community Develop		
Total Expenditures	11,206,642	Total Expenditures	8,456	Total Expenditures	195,202	Total Expenditures	378,852	Total Expenditures	0	11,789,152
Cash Balance Dec 31	5,684,387	Cash Balance Dec 31	264,871	Cash Balance Dec 31	191,923	Cash Balance Dec 31	1,222,255	Cash Balance Dec 31	544,542	7,907,978 **
										7,907,978 **

**Note: These two block figures should agree.

CPA Summary										
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NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2024 is reported)

2026

Non-Budgeted Funds-B

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Meadowbrook TIF		ARPA		0		0		0		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Dec 31	148,402	Cash Balance Dec 31	1,591,542	Cash Balance Dec 31		Cash Balance Dec 31		Cash Balance Dec 31		1,739,944
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Incr Property Tax	3,574,981	Federal Funds	0							
Interest on Idle Funds	7,202	Interest on Idle Funds	61,041							
Miscellaneous										
Total Receipts	3,582,183	Total Receipts	61,041	Total Receipts	0	Total Receipts	0	Total Receipts	0	3,643,224
Resources Available:	3,730,585	Resources Available:	1,652,583	Resources Available:	0	Resources Available:	0	Resources Available:	0	5,383,168
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Urban mgmt & planning	10,000	Urban mgmt & planning	112,137							
Debt Service	3,531,224	Infrastructure	0							
		Capital Outlay	0							
Total Expenditures	3,541,224	Total Expenditures	112,137	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	3,653,361
Cash Balance Dec 31	189,361	Cash Balance Dec 31	1,540,446	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	1,729,807
										1,729,807

** Note: These two block figures should agree.

CPA Summary

2026 BUDGET

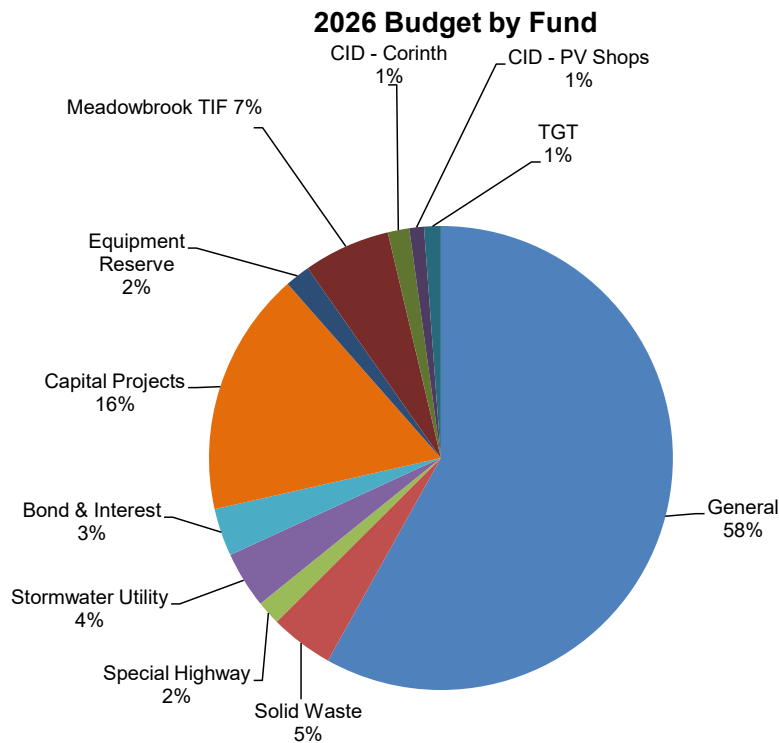
City of Prairie Village, Kansas

Preliminary
budget as of
July 7, 2025



2026 Budget by Fund

Fund	2023 Actual	2024 Actual	2025 Budget	2026 Budget
General	\$ 27,851,685	\$ 30,417,745	\$ 32,005,383	\$ 33,389,013
Solid Waste	2,036,937	2,098,312	2,463,924	2,543,739
Special Highway	619,880	603,260	902,168	962,257
Stormwater Utility	1,600,000	1,650,000	2,156,220	2,268,538
Special Parks & Rec	157,091	276,913	297,623	265,379
Special Alcohol	207,567	303,076	375,453	286,569
Bond & Interest	1,048,000	559,525	1,762,451	1,910,624
Capital Projects	13,129,083	11,206,642	8,774,000	9,790,000
Risk Management Reserve	6,674	8,456	260,012	40,000
Economic Development	383,727	195,202	420,035	204,000
Equipment Reserve	248,323	378,852	1,359,484	1,010,000
Meadowbrook TIF	2,464,733	3,541,224	3,609,441	3,479,027
CID - Corinth	696,043	781,020	810,462	861,121
CID - PV Shops	730,365	890,120	638,713	594,984
ARPA	1,859,712	112,137	-	-
Transient Guest Tax	499,457	323,891	599,809	663,247
Total	\$ 53,539,277	\$ 53,346,375	\$ 56,435,178	\$ 58,268,498



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

General Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 11,079,472	\$ 11,317,714	\$ 9,699,708	\$ 10,752,750	\$ 9,932,351
Revenues:					
Property Taxes	9,532,181	10,935,932	11,592,854	11,560,000	12,216,169
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	856,639
Liquor Tax	208,944	218,200	219,262	219,262	219,285
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	736,540	539,437	239,679	375,000	239,679
Miscellaneous	255,145	341,905	151,935	161,809	217,142
Total Revenue	27,489,927	29,252,781	28,811,891	29,533,961	29,973,564
Transfers from Other funds:					
Transfer from Stormwater Utility Fund	600,000	600,000	600,000	600,000	600,000
Total	600,000	600,000	600,000	600,000	600,000
Total Sources	28,089,927	29,852,781	29,411,891	30,133,961	30,573,564
Expenditures:					
Personnel Services	13,817,500	14,846,468	16,106,447	15,703,786	16,674,575
Contract Services	5,772,754	5,591,225	6,090,536	5,968,725	6,383,463
Commodities	759,257	989,683	1,044,850	1,023,953	1,034,500
Capital Outlay	303,945	279,314	282,700	277,046	480,750
Contingency	-	-	500,000	-	500,000
Total Expenditures	20,653,456	21,706,690	24,024,533	22,973,510	25,073,288
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	5,284,229	6,684,530	5,455,000	5,650,000	5,540,000
Transfer to Bond & Interest Fund	1,048,000	1,160,525	1,709,850	1,514,850	1,809,725
Add'l Transfer-Municipal Complex Plannin	-	-	-	-	-
Transfer to Economic Development Fund	266,000	266,000	266,000	266,000	266,000
Transfer to Equipment Reserve Fund	600,000	600,000	550,000	550,000	700,000
Total	7,198,229	8,711,055	7,980,850	7,980,850	8,315,725
Total Uses	27,851,685	30,417,745	32,005,383	30,954,360	33,389,013
Sources Over(Under) Uses	238,242	(564,964)	(2,593,492)	(820,399)	(2,815,449)
Fund Balance @ 12/31	\$ 11,317,714	\$ 10,752,750	\$ 7,106,216	\$ 9,932,351	\$ 7,116,902

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

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

Solid Waste Management Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 226,138	\$ 313,075	\$ 302,861	\$ 341,697	\$ 312,179
Revenues:					
Licenses & Permits	2,725	1,875	2,000	2,000	2,000
Charges for Services	2,072,731	2,074,488	2,113,063	2,113,063	2,183,560
Interest on Investments	48,418	49,712	45,000	45,000	45,000
Miscellaneous	-	859	1,000	1,000	1,000
Total Revenue	2,123,874	2,126,934	2,161,063	2,161,063	2,231,560
 Total Sources	 2,123,874	 2,126,934	 2,161,063	 2,161,063	 2,231,560
Expenditures:					
Personnel Services	45,713	42,004	51,658	52,084	51,483
Contract Services	1,991,224	2,056,308	2,137,497	2,137,497	2,208,618
Commodities	-	-	1,000	1,000	1,000
Contingency	-	-	273,769	-	282,638
Total Expenditures	2,036,937	2,098,312	2,463,924	2,190,581	2,543,739
 Total Uses	 2,036,937	 2,098,312	 2,463,924	 2,190,581	 2,543,739
Sources Over(Under) Uses	86,937	28,622	(302,861)	(29,518)	(312,179)
Fund Balance @ 12/31	\$ 313,075	\$ 341,697	\$ -	\$ 312,179	\$ -

Funding Sources: Special assessments on property tax bills.

Expenditures: In 2017 the City contracted with Republic Trash Services for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies. The 2026 budget includes a 3.25% contractual increase.

2021 Assessment: \$218.00
 2022 Assessment: \$227.00
 2023 Assessment: \$245.00
 2024 Assessment: \$244.00
 2025 Assessment: \$248.00
 2026 Assessment: \$256.00

Special Highway Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 236,856	\$ 263,166	\$ 283,676	\$ 309,816	\$ 333,076
Revenues:					
Intergovernmental	613,192	623,315	603,260	603,260	605,430
Interest on Investments	32,998	26,595	15,232	20,000	23,751
Total Revenue	646,190	649,910	618,492	623,260	629,181
Total Sources	646,190	649,910	618,492	623,260	629,181
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Service	-	-	-	-	-
Infrastructure	-	-	-	-	-
Contingency	-	-	302,168	-	362,257
Total Expenditures	-	-	302,168	-	362,257
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	619,880	603,260	600,000	600,000	600,000
Total	619,880	603,260	600,000	600,000	600,000
Total Uses	619,880	603,260	902,168	600,000	962,257
Sources Over(Under) Uses	26,310	46,650	(283,676)	23,260	(333,076)
Fund Balance @ 12/31	\$ 263,166	\$ 309,816	\$ -	\$ 333,076	\$ -

Funding Sources: State gasoline tax (per gallon)

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

Stormwater Utility Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 341,180	\$ 451,875	\$ 489,187	\$ 534,505	\$ 601,505
Revenues:					
Licenses & Permits	9,393	13,670	5,000	12,000	5,000
Charges for Services	1,634,451	1,653,326	1,637,312	1,650,000	1,637,312
Interest on Investments	66,851	65,634	24,721	55,000	24,721
Total Revenue	1,710,695	1,732,630	1,667,033	1,717,000	1,667,033
Total Sources	1,710,695	1,732,630	1,667,033	1,717,000	1,667,033
Expenditures:					
Contingency	-	-	506,220	-	118,538
Total Expenditures	-	-	506,220	-	118,538
Transfers to Other Funds:					
Transfer to General Fund	600,000	600,000	600,000	600,000	600,000
Transfer to Bond & Interest Fund	-	-	-	-	-
Transfer to Capital Infrastructure Fund	1,000,000	1,050,000	1,050,000	1,050,000	1,550,000
Total	1,600,000	1,650,000	1,650,000	1,650,000	2,150,000
Total Uses	1,600,000	1,650,000	2,156,220	1,650,000	2,268,538
Sources Over(Under) Uses	110,695	82,630	(489,187)	67,000	(601,505)
Fund Balance @ 12/31	\$ 451,875	\$ 534,505	\$ -	\$ 601,505	\$ -

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

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

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

Special Park & Recreation Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 71,393	\$ 130,128	\$ 76,067	\$ 77,507	\$ 41,769
Revenues:					
Liquor Tax	208,944	218,200	219,262	219,262	219,285
Interest on Investments	6,882	6,092	2,294	5,000	4,325
Total Revenue	215,826	224,292	221,556	224,262	223,610
Total Sources	215,826	224,292	221,556	224,262	223,610
Expenditures:					
Contingency	-	-	7,294	-	5,379
Total Expenditures	-	-	7,294	-	5,379
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	157,091	276,913	290,329	260,000	260,000
Total	157,091	276,913	290,329	260,000	260,000
Total Uses	157,091	276,913	297,623	260,000	265,379
Sources Over(Under) Uses	58,735	(52,621)	(76,067)	(35,738)	(41,769)
Fund Balance @ 12/31	\$ 130,128	\$ 77,507	\$ -	\$ 41,769	\$ -

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

Expenditures: Park and pool improvements.

Special Alcohol Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 23,988	\$ 94,447	\$ 128,603	\$ 84,905	\$ 47,731
Revenues:					
Liquor Tax	208,944	218,200	219,262	217,852	219,285
Interest on Investments	6,797	5,972	2,588	5,000	4,553
Miscellaneous	62,285	69,362	25,000	25,000	15,000
Total Revenue	278,026	293,534	246,850	247,852	238,838
Total Sources	278,026	293,534	246,850	247,852	238,838
Expenditures:					
Personnel Services	115,543	129,269	146,079	146,079	124,156
Contract Services	80,727	159,865	115,618	121,947	145,413
Commodities	11,297	13,942	17,000	17,000	17,000
Capital Outlay	-	-	-	-	-
Contingency	-	-	96,756	-	-
Total Expenditures	207,567	303,076	375,453	285,026	286,569
Total Uses	207,567	303,076	375,453	285,026	286,569
Sources Over(Under) Uses	70,459	(9,542)	(128,603)	(37,174)	(47,731)
Fund Balance @ 12/31	\$ 94,447	\$ 84,905	\$ -	\$ 47,731	\$ -

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

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

Bond & Interest Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 35,836	\$ 40,385	\$ 50,385	\$ 650,559	\$ 655,559
Revenues:					
Property Taxes	-	-	-	-	-
Motor Vehicle Tax	-	-	-	-	-
Interest on Investments	4,549	9,174	2,216	5,000	5,190
Total Revenue	4,549	9,174	2,216	5,000	5,190
Transfers from Other funds:					
Transfer from General Fund	1,048,000	1,160,525	1,709,850	559,850	1,809,725
Transfer from Stormwater Fund	-	-	-	-	-
Total	1,048,000	1,160,525	1,709,850	559,850	1,809,725
Total Sources	1,052,549	1,169,699	1,712,066	564,850	1,814,915
Expenditures:					
Debt Service	1,048,000	559,525	1,709,850	559,850	1,809,725
Infrastructure	-	-	-	-	-
Contingency	-	-	52,601	-	100,899
Total Expenditures	1,048,000	559,525	1,762,451	559,850	1,910,624
Total Uses	1,048,000	559,525	1,762,451	559,850	1,910,624
Sources Over(Under) Uses	4,549	610,174	(50,385)	5,000	(95,709)
Fund Balance @ 12/31	\$ 40,385	\$ 650,559	\$ -	\$ 655,559	\$ 559,850

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

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

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

Capital Infrastructure Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 8,543,239	\$ 3,973,099	\$ 7,253,542	\$ 5,684,387	\$ 6,222,950
Revenues:					
Intergovernmental	851,187	3,949,411	689,000	1,569,650	615,000
Bond Proceeds	-	-	-	-	-
Interest on Investments	49,805	63,268	32,127	60,000	32,749
Miscellaneous	11,751	-	1,000	1,000	-
Net Inc/Decr in Fair Value	-	100,548	-	-	-
Total Revenue	912,743	4,113,227	722,127	1,630,650	647,749
Transfers from Other funds:					
Transfer from General Fund	5,284,229	6,684,530	5,455,000	5,455,000	5,540,000
Transfer from Special Highway Fund	619,880	603,260	600,000	600,000	600,000
Transfer from Stormwater Utility Fund	1,000,000	1,050,000	1,050,000	1,050,000	1,550,000
Transfer from Special Parks & Rec Fund	157,091	276,913	290,329	276,913	260,000
Transfer from Transient Guest Tax Fund	365,000	190,000	300,000	300,000	365,000
Transfer from Economic Development Fund	220,000	-	-	-	-
Total	7,646,200	8,804,703	7,695,329	7,681,913	8,315,000
Total Sources	8,558,943	12,917,930	8,417,456	9,312,563	8,962,749
Expenditures:					
Infrastructure	13,129,083	11,206,642	8,774,000	8,774,000	9,790,000
Total Expenditures	13,129,083	11,206,642	8,774,000	8,774,000	9,790,000
Total Uses	13,129,083	11,206,642	8,774,000	8,774,000	9,790,000
Sources Over(Under) Uses	(4,570,140)	1,711,288	(356,544)	538,563	(827,251)
Fund Balance @ 12/31	\$ 3,973,099	\$ 5,684,387	\$ 6,896,998	\$ 6,222,950	\$ 5,395,699

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

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

Capital Infrastructure Fund

CIP Expenditure Total = \$9,790,000

2026 PROJECT DESCRIPTION	2026 EXPENDITURES
Park Infrastructure Reserve	\$105,000
Windsor Trail & Playset	\$400,000
Porter Shelter & Playset	\$25,000
Pool Painting	\$95,000
PARK TOTAL PER YEAR	\$625,000
Water Discharge Program Reserve	\$20,000
Mission Road	\$20,000
Drainage Repair Program	\$2,020,000
DRAINAGE TOTAL PER YEAR	\$2,060,000
Traffic Calming Program Reserve	\$20,000
Residential Street Rehabilitation Program	\$3,500,000
UBAS Overlay Program	\$400,000
95th Signals - Roe & Rosewood (OP)	\$760,000
Roe Ave - 63rd St to 83rd St (CARS)	\$1,400,000
83rd St - E City Limit to Nall Ave (CARS)	\$200,000
Nall Ave - 63rd St to 67th St UBAS (Mission) (CARS)	\$50,000
75th St - Mission to Nall (CARS)	\$100,000
STREET TOTAL PER YEAR	\$6,430,000
Building Reserve	\$50,000
BUILDINGS TOTAL PER YEAR	\$50,000
ADA Compliance Program Reserve	\$25,000
Concrete Repair Program	\$600,000
OTHER TOTAL PER YEAR	\$625,000
CIP TOTAL	\$9,790,000

Risk Management Reserve Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 248,377	\$ 261,311	\$ 254,311	\$ 264,871	\$ 256,871
Revenues:					
Interest on Investments	11,968	6,391	5,701	7,000	7,491
Miscellaneous	7,640	5,625	-	-	-
Total Revenue	19,608	12,016	5,701	7,000	7,491
Transfers from Other funds:					
Transfer from General Fund	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-
Total	-	-	-	-	-
Total Sources	19,608	12,016	5,701	7,000	7,491
Expenditures:					
Contract Services	6,674	8,456	40,000	15,000	40,000
Risk Management Reserve	-	-	220,012	-	-
Total Expenditures	6,674	8,456	260,012	15,000	40,000
Total Uses	6,674	8,456	260,012	15,000	40,000
Sources Over(Under) Uses	12,934	3,560	(254,311)	(8,000)	(32,509)
Fund Balance @ 12/31	\$ 261,311	\$ 264,871	\$ -	\$ 256,871	\$ 224,362

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

Expenditures: Risk management related expenditures, such as insurance deductibles

Economic Development Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 222,208	\$ 114,726	\$ 148,726	\$ 191,923	\$ 310,923
Revenues:					
Interest on Investments	10,245	6,399	5,309	7,000	7,247
Total Revenue	10,245	6,399	5,309	7,000	7,247
Transfers from Other funds:					
Transfer from General Fund	266,000	266,000	266,000	266,000	266,000
Total	266,000	266,000	266,000	266,000	266,000
Total Sources	276,245	272,399	271,309	273,000	273,247
Expenditures:					
Contract Services: <i>Exterior and Sustainability Grant Programs</i>	96,028	110,861	104,000	104,000	104,000
Contract Services: <i>Property Tax Rebate</i>	26,772	35,808	50,000	50,000	100,000
Contract Services: <i>Community Center Site Design and Owner's Rep</i>	40,927	43,733	-	-	-
Contract Services: <i>Other</i>	-	4,800	-	-	-
Contract Services: <i>Mail-in Ballot</i>	-	-	54,000	-	-
Capital Outlay (Parks)	220,000	-	-	-	-
Contingency	-	-	212,035	-	-
Total Expenditures	383,727	195,202	420,035	154,000	204,000
Total Uses	383,727	195,202	420,035	154,000	204,000
Sources Over(Under) Uses	(107,482)	77,197	(148,726)	119,000	69,247
Fund Balance @ 12/31	\$ 114,726	\$ 191,923	\$ -	\$ 310,923	\$ 380,170

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

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

Economic Development Fund Allocation	2025 Bud	2025 Est	2026 Bud
Beginning balance	\$148,726	\$191,923	\$310,923
Interest	5,309	7,000	7,247
Transfer from General Fund (Public Safety Sales Tax & Minor Home Repair)	266,000	266,000	266,000
Mail-in Ballot - Community Center	(54,000)	-	-
Exterior Grant Program	(74,000)	(74,000)	(64,000)
Sustainability Grant Program	(30,000)	(30,000)	(40,000)
Property tax rebate program	(50,000)	(50,000)	(100,000)
Contingency	(212,035)	-	-
Total	\$0	\$310,923	\$380,170

Equipment Reserve Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 564,818	\$ 964,277	\$ 787,277	\$ 1,222,255	\$ 1,050,255
Revenues:					
Interest on Investments	47,782	36,830	22,207	30,000	33,658
Total Revenue	47,782	36,830	22,207	30,000	33,658
Transfers from Other funds:					
Transfer from General Fund	600,000	600,000	550,000	550,000	700,000
Total	600,000	600,000	550,000	550,000	700,000
Total Sources	647,782	636,830	572,207	580,000	733,658
Expenditures:					
Capital Outlay	248,323	378,852	752,000	752,000	1,010,000
Contingency	-	-	607,484	-	-
Total Expenditures	248,323	378,852	1,359,484	752,000	1,010,000
Total Uses	248,323	378,852	1,359,484	752,000	1,010,000
Sources Over(Under) Uses	399,459	257,978	(787,277)	(172,000)	(276,342)
Fund Balance @ 12/31	\$ 964,277	\$ 1,222,255	\$ -	\$ 1,050,255	\$ 773,913

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

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Fund Plan

Equipment Reserve Expenditure Total = \$1,010,000

2026 PROJECT DESCRIPTION	2026 EXPENDITURES
PD Laptop Replacement (2028 - 2029 project)	\$25,000
Server Replacement	\$10,000
PD Radio Replacement (2027 project)	\$125,000
Traffic Camera/Fixed Location License Plate Reader	\$80,000
Switches (Network)	\$10,000
Network Back Up	\$10,000
Citywide Laptop/Computer Replacement	\$30,000
City Facility Camera Replacement	\$8,000
Net App Datastorage Appliance	\$83,000
TOTAL	\$381,000
Public Works Equipment	
PW Mower (Annual)	\$25,000
PW Internat'l Dump Truck (Annual)	\$250,000
PW 1 Ton Dump Truck	\$200,000
PW Street Sweeper (2027)	\$75,000
Towable Generator	\$35,000
Outdoor Warning Siren	\$44,000
TOTAL	\$629,000
EQUIPMENT RESERVE TOTAL	\$1,010,000

Meadowbrook TIF Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 71,468	\$ 148,402	\$ 212,402	\$ 189,361	\$ 319,361
Revenues:					
Incremental Property Taxes	2,532,771	3,574,981	3,393,323	3,714,156	3,604,027
Interest on Investments	8,896	7,202	3,716	5,000	5,902
Total Revenue	2,541,667	3,582,183	3,397,039	3,719,156	3,609,929
Expenditures:					
Contract Services	10,000	10,000	10,000	10,000	10,000
Debt Service (Payment to Trustee)	2,454,733	3,531,224	3,324,323	3,579,156	3,469,027
Contingency (TIF Commercial Balance)	-	-	275,118	-	-
Total Expenditures	2,464,733	3,541,224	3,609,441	3,589,156	3,479,027
Total Uses	2,464,733	3,541,224	3,609,441	3,589,156	3,479,027
Sources Over(Under) Uses	76,934	40,959	(212,402)	130,000	130,902
Fund Balance @ 12/31	\$ 148,402	\$ 189,361	\$ -	\$ 319,361	\$ 450,263

Funding Sources: Incremental Property Tax

Expenditures: TIF contractual payment.

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

There are two TIF districts in Prairie Village:

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

CID - Corinth Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 231,024	\$ 237,741	\$ 123,717	\$ 211,897	\$ 131,435
Revenues:					
Sales Taxes	686,934	749,202	680,000	725,000	725,000
Interest on Investments	15,826	5,974	6,745	5,000	4,686
Total Revenue	702,760	755,176	686,745	730,000	729,686
Expenditures:					
Contract Services	696,043	781,020	810,462	810,462	861,121
Total Expenditures	696,043	781,020	810,462	810,462	861,121
Total Uses	696,043	781,020	810,462	810,462	861,121
Sources Over(Under) Uses	6,717	(25,844)	(123,717)	(80,462)	(131,435)
Fund Balance @ 12/31	\$ 237,741	\$ 211,897	\$ -	\$ 131,435	\$ -

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

Expenditures: Development within Corinth Square per Developer Agreement

CID - PV Shops Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 450,261	\$ 351,682	\$ 42,027	\$ 51,388	\$ 2,675
Revenues:					
Sales Taxes	604,809	583,143	585,000	585,000	585,000
Interest on Investments	26,977	6,683	11,686	5,000	7,309
Total Revenue	631,786	589,826	596,686	590,000	592,309
Total Sources	631,786	589,826	596,686	590,000	592,309
Expenditures:					
Contract Services	730,365	890,120	638,713	638,713	594,984
Total Expenditures	730,365	890,120	638,713	638,713	594,984
Total Uses	730,365	890,120	638,713	638,713	594,984
Sources Over(Under) Uses	(98,579)	(300,294)	(42,027)	(48,713)	(2,675)
Fund Balance @ 12/31	\$ 351,682	\$ 51,388	\$ -	\$ 2,675	\$ -

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

Expenditures: Development within PV Shops per Developer Agreement

Transient Guest Tax

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 372,438	\$ 233,368	\$ 239,268	\$ 300,745	\$ 249,245
Revenues:					
Transient Guest Tax	336,999	380,581	350,000	385,000	400,000
Interest on Investments	23,388	10,687	10,541	10,000	14,002
Total Revenue	360,387	391,268	360,541	395,000	414,002
Total Sources	360,387	391,268	360,541	395,000	414,002
Expenditures:					
Contract Services	134,457	133,891	171,500	146,500	233,500
Capital Outlay (Parks)	365,000	190,000	300,000	300,000	365,000
Reserves	-	-	128,309	-	64,747
Total Expenditures	499,457	323,891	599,809	446,500	663,247
Total Uses	499,457	323,891	599,809	446,500	663,247
Sources Over(Under) Uses	(139,070)	67,377	(239,268)	(51,500)	(249,245)
Fund Balance @ 12/31	\$ 233,368	\$ 300,745	\$ -	\$ 249,245	\$ -

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

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

Details	2023	2024	2025 Bud	2025 Est	2026 Bud
Arts Council Annual Allocation	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 15,000
VillageFest	35,000	37,000	39,000	39,000	46,000
JazzFest	35,000	35,000	35,000	35,000	35,000
Diversity Committee	16,500	12,500	12,500	12,500	11,500
Juneteenth Festival	15,000	15,000	15,000	15,000	15,000
Holiday	2,957	4,391	3,000	3,000	3,000
Meadowbrook JCPRD Festival	10,000	10,000	15,000	15,000	15,000
Meadowbrook/VT Partnership	-	-	25,000	-	-
Meadowbrook/75th Anniversary	-	-	-	-	75,000
Public Art Fund	10,000	10,000	10,000	10,000	10,000
Capital Outlay (Parks)	365,000	190,000	300,000	300,000	365,000
City Admin Fee (2%)	-	-	7,000	7,000	8,000
Reserves (10% plus misc.)	-	-	128,309	-	64,747
	\$ 499,457	\$ 323,891	\$ 599,809	\$ 446,500	\$ 663,247

ARPA Fund

	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2026 Budget
Fund Balance 1/1	\$ 3,372,940	\$ 1,591,542	\$ -	\$ 1,540,446	\$ -
Revenues:					
Intergovernmental (Federal Funds)	-	-	-	-	-
Interest on Investments	78,314	61,041	-	40,000	-
Miscellaneous	-	-	-	-	-
Total Revenue	78,314	61,041	-	40,000	-
Total Sources	78,314	61,041	-	40,000	-
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	144,352	112,137	-	-	-
Commodities	-	-	-	-	-
Capital Outlay	-	-	-	1,580,446	-
Infrastructure	1,715,360	-	-	-	-
Contingency	-	-	-	-	-
Total Expenditures	1,859,712	112,137	-	1,580,446	-
Total Uses	1,859,712	112,137	-	1,580,446	-
Sources Over(Under) Uses	(1,781,398)	(51,096)	-	(1,540,446)	-
Fund Balance @ 12/31	\$ 1,591,542	\$ 1,540,446	\$ -	\$ -	\$ -

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

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

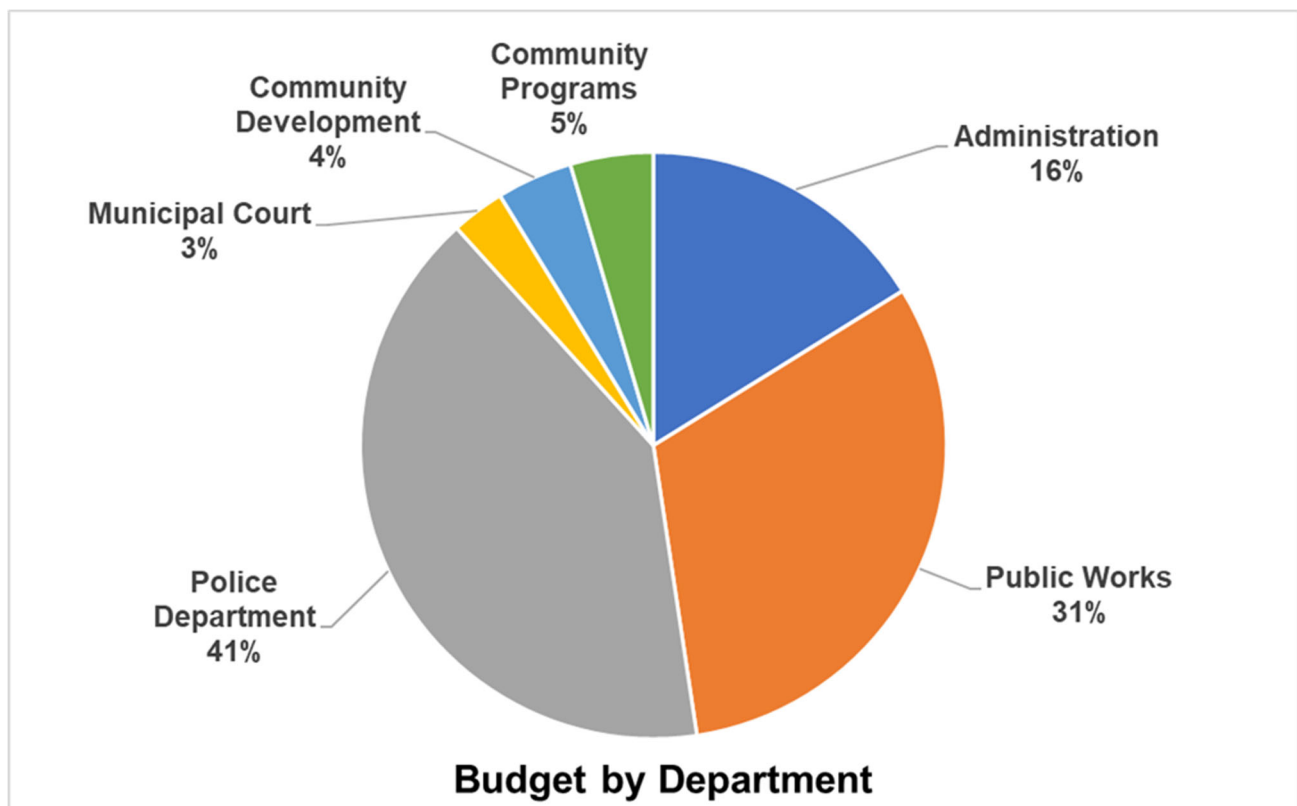
Details	2023	2024	2025 Bud	2025 Est	2026 Bud
Pool Improvement Project	\$ 1,715,360	\$ -	\$ -	\$ -	\$ -
IT/Phone System Improvements	48,508	52,331	-	-	-
Infrastructure/Capital Projects	95,406	58,306	-	1,580,446	-
Miscellaneous	438	1,500	-	-	-
	\$ 1,859,712	\$ 112,137	\$ -	\$ 1,580,446	\$ -

General Fund: Summary by Department					
Department	2023 Actual	2024 Actual	2025 Budget	2026 Budget	2026 % Change
Administration ¹	2,902,700	3,616,408	3,774,942	3,973,607	5.3%
Public Works	7,148,538	6,940,282	7,482,346	7,730,714	3.3%
Police Department	8,280,817	8,619,228	9,555,263	9,992,000	4.6%
Municipal Court	606,012	646,027	702,496	722,865	2.9%
Community Development ²	833,923	894,851	960,610	1,029,887	7.2%
Community Programs ³	881,465	989,895	1,048,876	1,124,215	7.2%
Total	20,653,455	21,706,691	23,524,533	24,573,288	

¹ In 2023, the IT Department budget moved from PD to Administration. The 2026 IT Department budget makes up \$1.1M of the Administration line above, and IT software maintenance and contracts represent \$110k of the \$200k increase in administration.

² Community Development is a small department with most costs being in personnel. In 2026 they have three new leased vehicles that must have equipment installed, which we recognize as an upfront expense.

³ Community Programs expenditures are largely driven by pool staffing, and the 2026 budget includes approximately \$60k of increases in pool personnel costs.



2026 Budget

FTE Summary by Department

Department	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Administration	10.55	10.55	10.55	10.55
Information Technology	3.00	3.00	3.00	3.00
Public Works	31.00	31.00	31.00	31.00
Police Department	59.50	59.50	59.50	59.50
Municipal Court	5.25	5.25	5.00	5.00
Community Development	7.45	7.45	7.45	7.45
Community Programs (<i>Inc. Seasonal</i>)	21.30	21.30	21.30	21.30
Total FTE	138.05	138.05	137.80	137.80
City Governance (<i>unpaid positions</i>)	13.00	13.00	13.00	13.00

FTE Summary by Program

Program	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Management & Planning	3.85	3.85	4.00	4.00
Information Technology	3.00	3.00	3.00	3.00
Public Works Mgmt., Engineering & Admin	8.00	8.00	8.00	8.00
Drainage Operation & Maintenance	6.00	6.00	6.00	6.00
Vehicle Maintenance	3.00	3.00	3.00	3.00
Street Operation & Maintenance	5.00	5.00	5.00	5.00
Parks and Grounds Maintenance	9.00	9.00	9.00	9.00
Police Department Administration	2.00	2.00	2.00	2.00
Staff Services	10.00	10.00	10.00	10.00
Community Services	2.00	2.00	2.00	2.00
Crime Prevention	1.00	1.00	1.00	1.00
Patrol	29.50	29.50	29.50	29.50
Investigations	6.00	6.00	6.00	6.00
Special Investigations	3.00	3.00	3.00	3.00
D.A.R.E.	1.00	1.00	1.00	1.00
Professional Standards	1.00	1.00	1.00	1.00
Traffic	4.00	4.00	4.00	4.00
Bailiff	0.25	0.25	-	-
Court Clerk	5.00	5.00	5.00	5.00
Human Resources	1.00	1.00	1.00	1.00
Finance	2.00	2.00	2.00	2.00
Codes Administration	7.00	7.00	7.00	7.00
Solid Waste Management	0.45	0.45	0.45	0.45
City Clerk	3.70	3.70	3.55	3.55
Community Programs	1.50	1.50	1.50	1.50
Swimming Pool	16.60	16.60	16.60	16.60
Concession Stand	3.00	3.00	3.00	3.00
Tennis	0.20	0.20	0.20	0.20
Total FTE	138.05	138.05	137.80	137.80
Mayor & Council (<i>unpaid positions</i>)	13.00	13.00	13.00	13.00

2026 Budget

FTE Summary by Department

Department	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Administration	10.55	10.55	10.55	10.55
Information Technology	3.00	3.00	3.00	3.00
Public Works	31.00	31.00	31.00	31.00
Police Department	59.50	59.50	59.50	59.50
Municipal Court	5.25	5.25	5.00	5.00
Community Development	7.45	7.45	7.45	7.45
Community Programs <i>(Inc. Seasonal)</i>	21.30	21.30	21.30	21.30
Total FTE	138.05	138.05	137.80	137.80
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Administration				
City Administrator	1.00	1.00	1.00	1.00
Deputy City Administrator	0.85	0.85	1.00	1.00
Assistant City Administrator	1.00	1.00	1.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	1.00	1.00	1.00	1.00
Receptionist	0.70	0.70	-	-
Administrative Support Specialist	2.00	2.00	2.70	2.70
City Clerk	1.00	1.00	0.85	0.85
Information Technology	3.00	3.00	3.00	3.00
Total	13.55	13.55	13.55	13.55
Public Works				
Public Works Director	1.00	1.00	1.00	1.00
City Engineer	-	-	1.00	1.00
Senior Project Manager	1.00	1.00	-	-
Project Inspector	1.00	1.00	1.00	1.00
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Stormwater Engineer	1.00	1.00	1.00	1.00
Forestry Specialist	1.00	1.00	1.00	1.00
Crew Leader	5.00	5.00	5.00	5.00
Maintenance Workers	15.00	15.00	15.00	15.00
Mechanic	1.00	1.00	1.00	1.00
Total	31.00	31.00	31.00	31.00
Police Department				
Police Chief	1.00	1.00	1.00	1.00
Police Captain	3.00	3.00	3.00	3.00
Police Sergeant	5.00	5.00	5.00	5.00
Police Corporal	4.00	4.00	4.00	4.00
Police Officer	34.00	34.00	34.00	34.00
Executive Assistant	1.00	1.00	1.00	1.00
Dispatcher	6.00	6.00	6.00	6.00
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Crime Analyst	0.50	0.50	0.50	0.50
Community Service Officer	2.00	2.00	2.00	2.00
Total	59.50	59.50	59.50	59.50

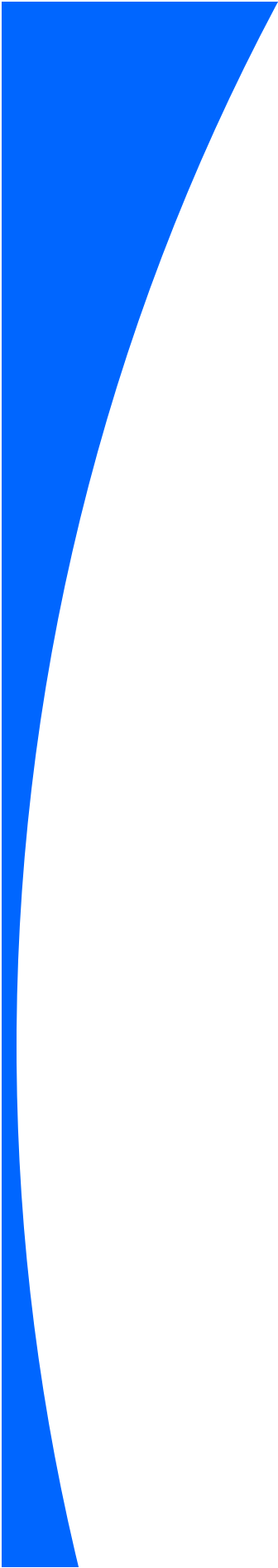
2026 Budget

FTE Summary by Position

Department/Position	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Municipal Justice				
Court Bailiff	0.25	0.25	-	-
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	4.00	4.00	4.00	4.00
Total	5.25	5.25	5.00	5.00
Community Development				
Deputy City Administrator	0.15	0.15	-	-
City Clerk	-	-	0.15	0.15
Receptionist	0.30	0.30	-	-
Codes Support Specialist	2.00	2.00	2.30	2.30
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	2.00	2.00	2.00	2.00
Building Inspector	2.00	2.00	2.00	2.00
Total	7.45	7.45	7.45	7.45
Community Programs				
Assistant City Administrator	1.00	1.00	1.00	1.00
Special Events Coordinator	0.50	0.50	0.50	0.50
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Concession Worker	3.00	3.00	3.00	3.00
Tennis Instructor	0.20	0.20	0.20	0.20
Total	21.30	21.30	21.30	21.30
Grand Total	138.05	138.05	137.80	137.80
Unpaid Positions				
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	13.00	13.00	13.00	13.00
Appointed/Contracted Officials				
City Attorney/Assistant City Attorney	0.05	0.05	0.05	0.05
City Planner	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
City Prosecutor	0.50	0.50	0.50	0.50
Municipal Judge	0.50	0.50	0.50	0.50
Public Defender	0.25	0.25	0.25	0.25
Total	1.40	1.40	1.40	1.40

City of Prairie Village 2026 Budget Calendar

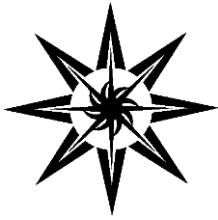
Month	Date	Action Item
February	2/18/25	Council Meeting - Handout 2026 Budget Calendar Outline
	2/28/25	Meet with interim Johnson County Appraiser - Kara Endicott
March	3/3/25	Council Meeting - (1) 2026 Budget Goals and Objectives (2) Mill Rate Handout (3) Decision Packages (<i>send to Jason by 4/10/2025</i>)
	3/17/25	Council Meeting - 4th Quarter 2024 Financial Report
April	4/7/25	Council Meeting - (1) Worker's Compensation and Insurance Cost Assumptions
	4/11/25	Department budget requests due
	4/14 - 4/18/25	Budget review process with individual departments
	4/21/25	Council Meeting - (1) Decision Package Discussion (2) Preliminary Revenue Discussion (3) Committee 2026 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest)
May	5/5/25	Council Meeting - (1) CIP Discussion and Annual Road Condition Report
	5/13/25	Finance Committee Meeting - Preliminary 2026 Budget Established and Decision Packages
	5/19/25	Council Meeting
	5/22/25	Finance Committee Meeting - Preliminary 2026 Budget Established and Decision Packages (Continued)
	5/26/25	HOLIDAY
June	6/2/25	Council Meeting - 2026 Budget Discussion and Approval of Preliminary Budget
	6/15/25	SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate
	6/16/25	Council Meeting - 2026 Budget Discussion and Approval of Preliminary Budget (if needed)
	6/19/25	HOLIDAY
July	7/4/25	HOLIDAY
	7/7/25	Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request Permission to Publish 2025 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date
	7/20/25	SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing
	7/21/25	Council Meeting
August	8/4/25	Council Meeting
	8/10/25	Notification sent to taxpayers by the county, if exceeding revenue neutral rate
	8/18/25	Council Meeting
	8/18/25	Latest date for notice to be published in the Legal Record for RNR and Budget Hearing
	8/25/25	Submit budget forms to County Clerk (due August 25th) <i>If not exceeding revenue neutral rate</i>
September	9/2/25	Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption
October	10/1/25	Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st)
	10/1-10/31/25	Finalize Budget Book; Submit to GFOA Award Program



**Additional 2026 Budget information can
be found on the City's website at**

www.pvkansas.com.

2026 Proposed Budget as of 7/7/2025



PUBLIC WORKS DEPARTMENT

Council Meeting: July 7, 2025

COU2025-31

CONSIDER TRAFFIC CALMING ON 89th STREET FROM ROE AVENUE TO MISSION ROAD

RECOMMENDATION

Staff recommends City Council approve the installation of traffic calming measures on 89TH Street from Roe Avenue to Mission Road

BACKGROUND

Residents along 89th Street desire traffic calming measures and have met the requirements of the traffic calming program. The final petition exceeded 60% approval of the residents to install these measures. These measures will include one speed table installed near Roe Avenue and a traffic circle at Delmar. Speed Tables have been successful in Prairie Village in the past and will help calm traffic on this section of 89th Street. This is the first time a traffic circle has been installed as part of the traffic calming program. Landscaping within the traffic circle will be a joint effort between the city and the HOA. It is anticipated that these improvements will be made this summer. The approximate cost of the speed table will be about \$15,000 and the traffic circle is about \$40,000 with funds coming from the residential street rehabilitation program.

Residents within the traffic calming project limits were notified that the project would be discussed at this council meeting.

FUNDING SOURCE

Funding is available under project the 2025 Street Rehabilitation Program, PAVP2025.

ATTACHMENTS

1. Traffic Calming Study
2. Map of improvements

PREPARED BY

Keith Bredehoeft, Director of Public Works

July 2, 2025

MEMORANDUM

To: Keith Bredehoeft, PE
City of Prairie Village
3535 Somerset Drive
Prairie Village, KS 66208

From: Jeff Wilke, PE, PTOE
Kimley-Horn and Associates, Inc.

Date: January 28, 2025

Subject: 89th Street Traffic Calming Eligibility Assessment
Prairie Village, Kansas

INTRODUCTION

Kimley-Horn has prepared the following memorandum to evaluate traffic calming eligibility for the segment of 89th Street between Roe Avenue and Mission Road in Prairie Village, Kansas. The assessment was prepared in accordance with the criteria listed in the Prairie Village Traffic Calming Program. The street was evaluated using average daily traffic volumes, the 85th percentile speed of vehicles, and the percentage of cut-through traffic. A local street segment must receive a minimum score of 40 points to be eligible for a Local Street Traffic Calming Project.

DATA COLLECTION

The following provides a summary of the characteristics of 89th Street within the study area:

- 89th Street is a two-lane roadway with curbs and gutters. The street is generally 32 feet wide, measured between the backs of curbs.
- The posted speed limit on 89th Street is 25 miles per hour (mph).
- The horizontal alignment of the roadway is generally straight.
- There is a vertical curve that crests near the center of the study segment, between Delmar Street and Catalina Drive.
- The study segment of 89th Street is primarily located in a residential area. Single-family homes are set back approximately 60 feet from the street. A majority of homes have at least one driveway onto 89th Street. There is a multifamily development located in the southeast corner of the Roe Avenue & 89th Street intersection at the west end of the study segment.
- A commercial development is located in the northeast corner of the Roe Avenue & 89th Street intersection at the west end of the study segment.
- There are several local streets that extend north and south from 89th Street. These local streets are all stop-sign controlled where they intersect 89th Street, and 89th Street is allowed uninterrupted flow. 89th Street is stop-sign controlled at the intersections with Roe Avenue and Mission Road.

AVERAGE DAILY TRAFFIC VOLUMES

Traffic counts were collected at two locations along 89th Street from Tuesday, December 17, 2024, to Thursday, December 19, 2024. The average daily traffic volumes collected at the count locations are shown below in **Table 1**. The count data is included in the Appendix of this study.

Table 1: Average Daily Traffic Volume

Location	Average Daily Traffic Volume
89 th Street, between Roe Avenue and Delmar Street	928
89 th Street, between Catalina Drive and Alhambra Street	951

The average daily traffic volume along 89th Street is within the “751-1,000 vehicles per day” range, which corresponds to a score of 20 points according to the Traffic Calming Program criteria.

VEHICLE SPEEDS

Spot speed studies were conducted using the vehicle speed-measuring feature of the traffic counters. The results of the spot speed studies are shown below in **Table 2**. Relative frequency distributions for the data at the two locations have also been prepared and are included in the Appendix of this study.

Table 2: Vehicle Speed Data

Location	85 th Percentile Speed (mph)	Average Speed (mph)	Median Speed (mph)	Pace (mph)
89 th Street, between Roe Avenue and Delmar Street	33.1	28.1	28.6	27-36
89 th Street, between Catalina Drive and Alhambra Street	35.4	30.6	30.9	27-36

The results in **Table 1** indicate the 85th percentile speed along 89th Street between Roe Avenue & Delmar Street is approximately 33 mph. Between Catalina Drive & Alhambra Street, the 85th percentile speed is approximately 35 mph. The average 85th percentile speed of 34.3 mph for the entire study segment is within the “6-10 mph over the posted speed limit” range and results in a score of 15 points.

CUT-THROUGH TRAFFIC

Origin and destination surveys were conducted on Tuesday, December 17, 2024, between 5:00 PM and 6:00 PM to determine the percentage of cut-through traffic. License plates of vehicles traveling along 89th Street were recorded between Roe Avenue & Delmar Street and between Catalina Drive & Alhambra Street. By comparing the license plate data, it was found that 45% of vehicles traveling during this time period were cut-through vehicles. This percentage corresponds to a score of 15 points according to the Traffic Calming Program.

SUMMARY

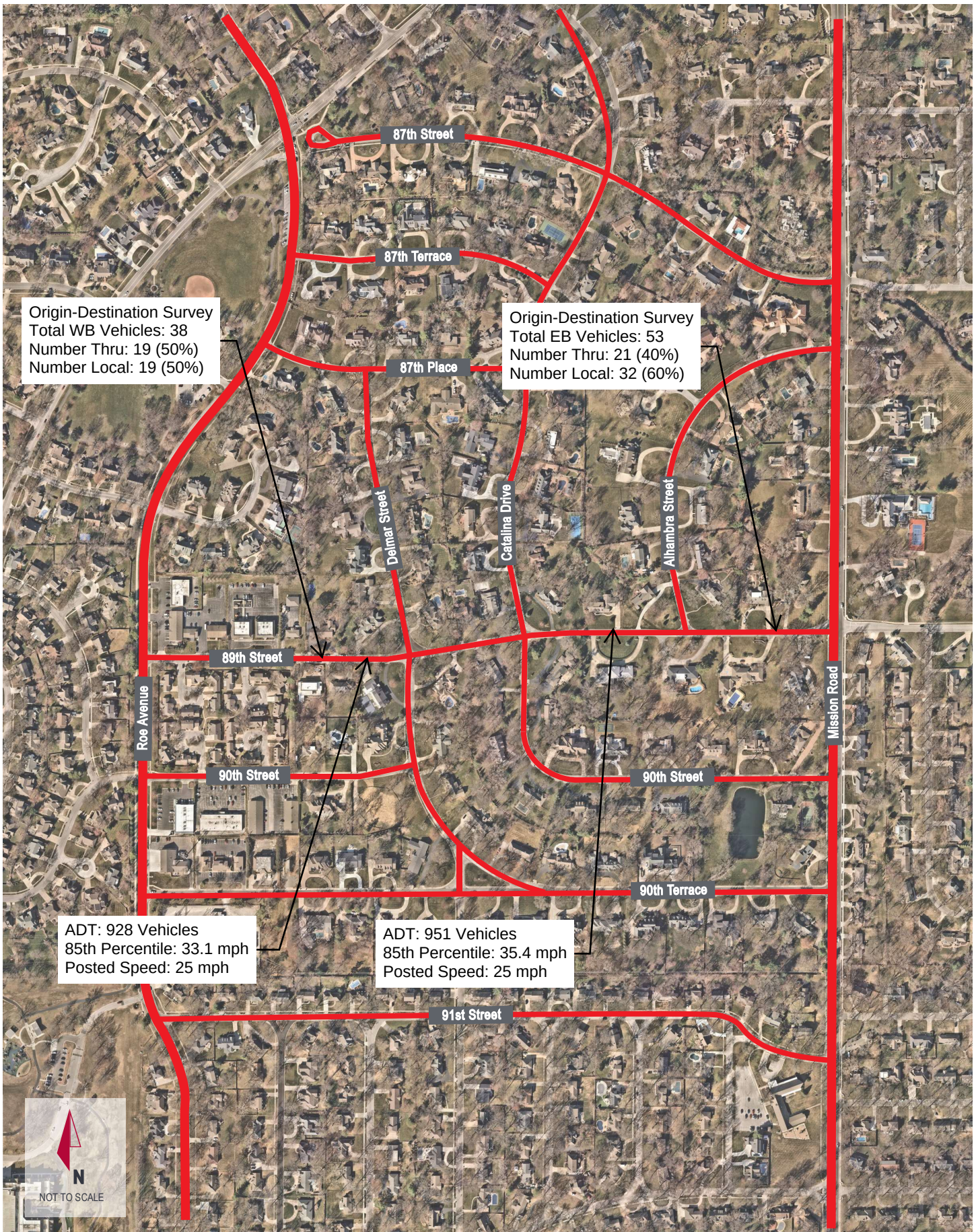
According to the criteria outlined in the Traffic Calming Program, a street must receive a minimum score of 40 points in order to be eligible for traffic calming measures. **Table 3** summarizes the points assessed for each of the criteria.

Table 3: Total Eligibility

Eligibility Criteria	Measurement	Basis for Point Assignment	Point Assignment
Volumes	940	751-1,000 vpd	20
85 th Percentile Speed	34.3 mph	6-10 mph above limit	15
Cut-through Traffic	45%	26%-50%	15
Total			50

The study segment of 89th Street is assessed 50 points, indicating that the study segment is eligible for a Local Street Traffic Calming Project.

Appendix



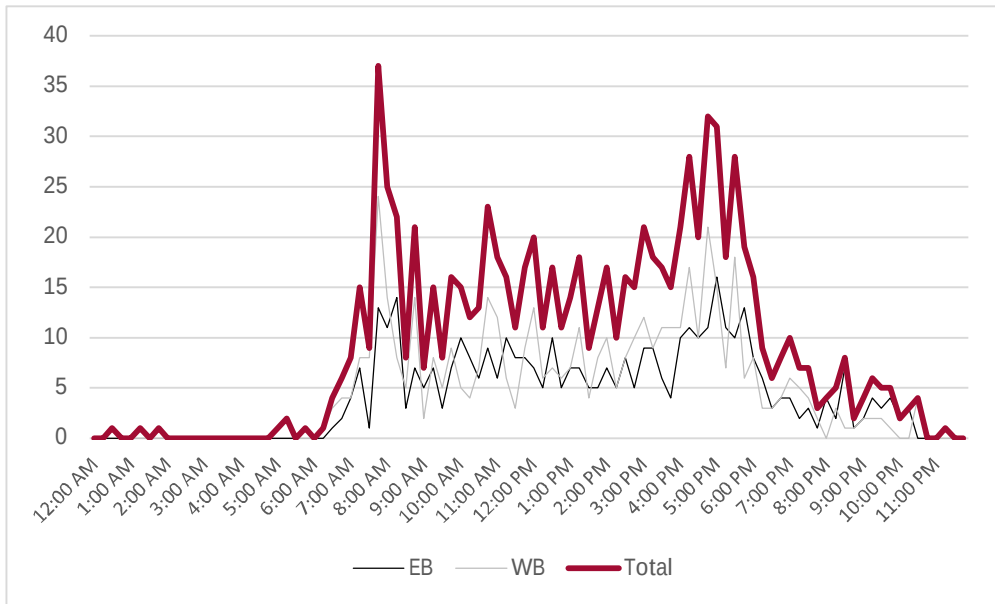
89th Street Traffic Calming Study

Prairie Village, Kansas

Location: 89th Street, between Rove Avenue & Delmar Street

Date: Tuesday, December 17, 2024

Time	EB	WB	Total	Time	EB	WB	Total	Time	EB	WB	Total	Time	EB	WB	Total	Time	EB	WB	Total
12:00 AM	0	0	0	5:00 AM	0	1	1	10:00 AM	10	5	15	3:00 PM	9	12	21	8:00 PM	4	0	4
12:15 AM	0	0	0	5:15 AM	0	2	2	10:15 AM	8	4	12	3:15 PM	9	9	18	8:15 PM	2	3	5
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4:45 AM	0	0	0	9:45 AM	7	9	16	2:45 PM	5	10	15	7:45 PM	1	2	3				



AM Peak 93
7:30 AM

Mid-day Peak 70
10:30 AM

PM Peak 111
4:15 PM

413 Eastbound
475 Westbound
888 Total of Both Directions

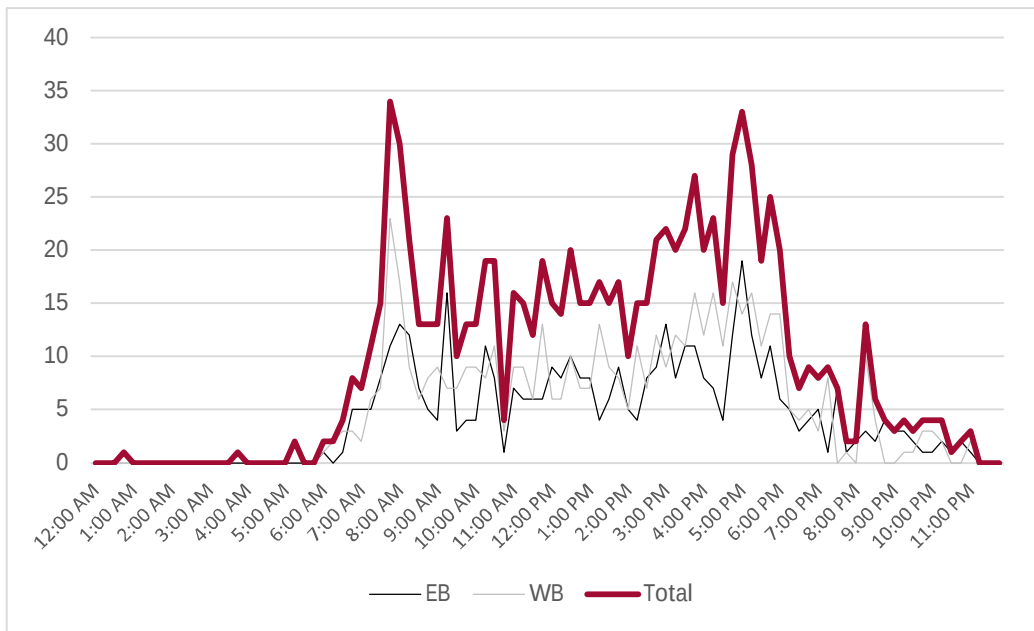
Kimley»Horn

89th Street Traffic Calming Study

Prairie Village, Kansas

Location: 89th Street, between Rove Avenue & Delmar Street
Date: Wednesday, December 18, 2024

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Hourly	EB	WB	Total
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4:00 PM	31	56	87
5:00 PM	50	55	105
6:00 PM	18	28	46
7:00 PM	14	12	26
8:00 PM	11	14	25
9:00 PM	9	5	14
10:00 PM	6	5	11
11:00 PM	1	2	3

AM Peak 100 7:30 AM
Mid-day Peak 68 11:45 AM
PM Peak 109 4:45 PM

421 Eastbound
516 Westbound
937 Total of Both Directions

89th Street Traffic Calming Study

Prairie Village, Kansas

Location: 89th Street, between Rove Avenue & Delmar Street

Date: Thursday, December 19, 2024

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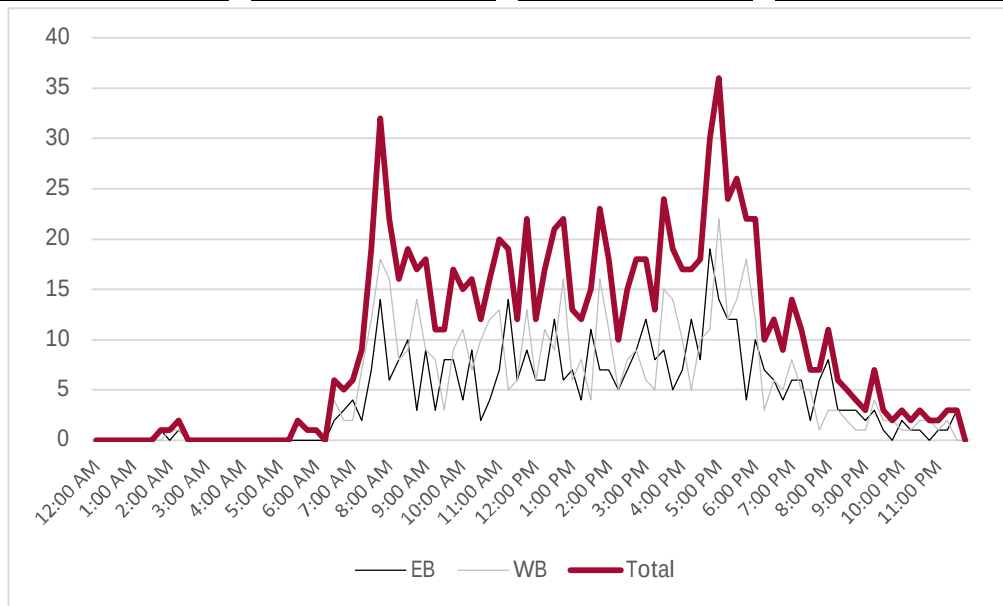
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9:00 AM	9	9	18
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9:30 AM	8	3	11
9:45 AM	8	9	17

Time	EB	WB	Total
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10:45 AM	4	12	16
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1:45 PM	7	16	23
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2:15 PM	5	5	10
2:30 PM	7	8	15
2:45 PM	9	9	18

Time	EB	WB	Total
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Time	EB	WB	Total
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Hourly	EB	WB	Total
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10:00 PM	4	6	10
11:00 PM	5	3	8



AM Peak 89
7:30 AM

Mid-day Peak 73
11:00 AM

PM Peak 116
4:45 PM

432 Eastbound

527 Westbound

959 Total of Both Directions

Kimley»Horn

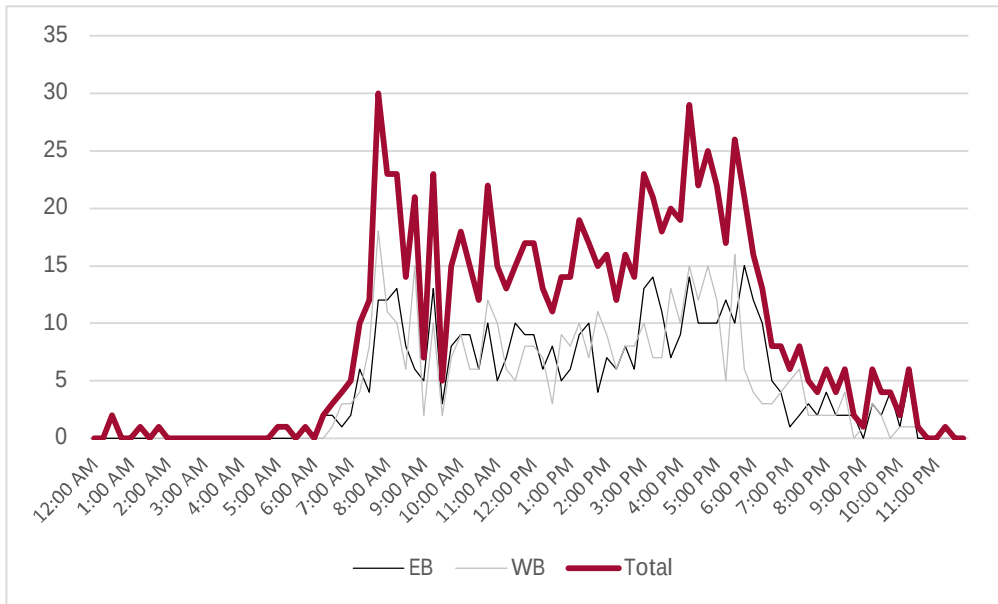
89th Street Traffic Calming Study

Prairie Village, Kansas

Location: 89th Street, between Catalina Drive & Alhambra Street

Date: Tuesday, December 17, 2024

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4:45 AM	0	0	0	9:45 AM	8	7	15	2:45 PM	6	8	14	7:45 PM	2	2	4				



AM Peak 90
7:45 AM

Mid-day Peak 67
10:00 AM

PM Peak 98
4:15 PM

448 Eastbound
435 Westbound
883 Total of Both Directions

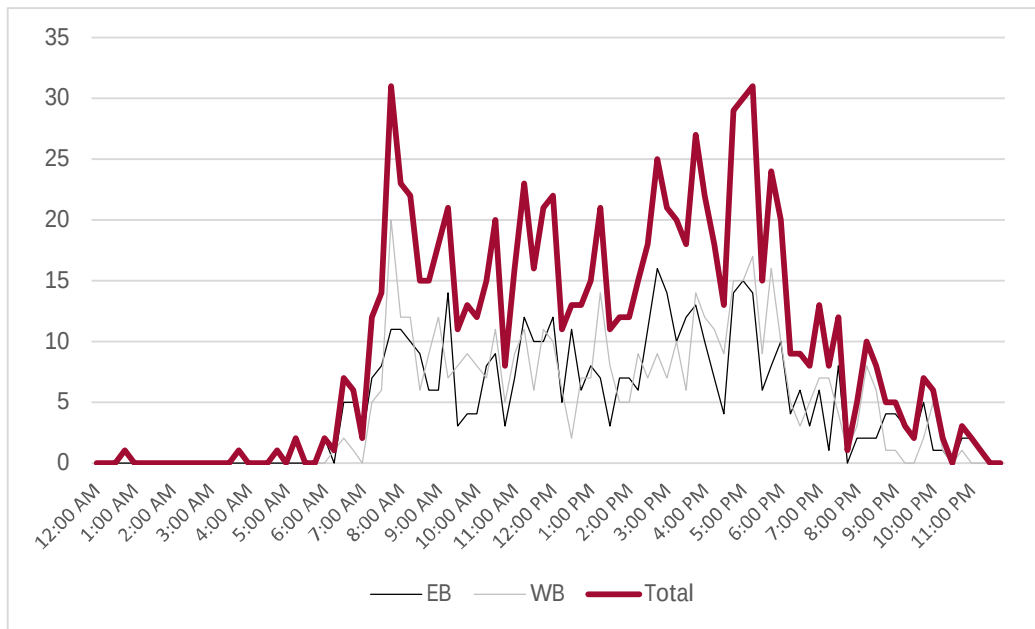
Kimley»Horn

89th Street Traffic Calming Study

Prairie Village, Kansas

Location: 89th Street, between Catalina Drive & Alhambra Street
Date: Wednesday, December 18, 2024

Time	EB	WB	Total	Time	EB	WB	Total	Time	EB	WB	Total	Time	EB	WB	Total	Time	EB	WB	Total
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1:45 AM	0	0	0	6:45 AM	5	1	6	11:45 AM	10	11	21	4:45 PM	14	15	29	9:45 PM	5	2	7
2:00 AM	0	0	0	7:00 AM	2	0	2	12:00 PM	12	10	22	5:00 PM	15	15	30	10:00 PM	1	5	6
2:15 AM	0	0	0	7:15 AM	7	5	12	12:15 PM	5	6	11	5:15 PM	14	17	31	10:15 PM	1	1	2
2:30 AM	0	0	0	7:30 AM	8	6	14	12:30 PM	11	2	13	5:30 PM	6	9	15	10:30 PM	0	0	0
2:45 AM	0	0	0	7:45 AM	11	20	31	12:45 PM	6	7	13	5:45 PM	8	16	24	10:45 PM	2	1	3
3:00 AM	0	0	0	8:00 AM	11	12	23	1:00 PM	8	7	15	6:00 PM	10	10	20	11:00 PM	2	0	2
3:15 AM	0	0	0	8:15 AM	10	12	22	1:15 PM	7	14	21	6:15 PM	4	5	9	11:15 PM	1	0	1
3:30 AM	0	0	0	8:30 AM	9	6	15	1:30 PM	3	8	11	6:30 PM	6	3	9	11:30 PM	0	0	0
3:45 AM	0	1	1	8:45 AM	6	9	15	1:45 PM	7	5	12	6:45 PM	3	5	8	11:45 PM	0	0	0
4:00 AM	0	0	0	9:00 AM	6	12	18	2:00 PM	7	5	12	7:00 PM	6	7	13				
4:15 AM	0	0	0	9:15 AM	14	7	21	2:15 PM	6	9	15	7:15 PM	1	7	8				
4:30 AM	0	0	0	9:30 AM	3	8	11	2:30 PM	11	7	18	7:30 PM	8	4	12				
4:45 AM	0	1	1	9:45 AM	4	9	13	2:45 PM	16	9	25	7:45 PM	0	1	1				



Hourly	EB	WB	Total
12:00 AM	0	1	1
1:00 AM	0	0	0
2:00 AM	0	0	0
3:00 AM	0	1	1
4:00 AM	0	1	1
5:00 AM	0	2	2
6:00 AM	12	4	16
7:00 AM	28	31	59
8:00 AM	36	39	75
9:00 AM	27	36	63
10:00 AM	24	31	55
11:00 AM	39	37	76
12:00 PM	34	25	59
1:00 PM	25	34	59
2:00 PM	40	30	70
3:00 PM	49	37	86
4:00 PM	35	47	82
5:00 PM	43	57	100
6:00 PM	23	23	46
7:00 PM	15	19	34
8:00 PM	10	18	28
9:00 PM	14	3	17
10:00 PM	4	7	11
11:00 PM	3	0	3

AM Peak 91
7:45 AM

Mid-day Peak 82
11:15 AM

PM Peak 105
4:45 PM

461 Eastbound
483 Westbound
944 Total of Both Directions

Kimley»Horn

89th Street Traffic Calming Study

Prairie Village, Kansas

Location: 89th Street, between Catalina Drive & Alhambra Street

Date: Thursday, December 19, 2024

Time	EB	WB	Total
12:00 AM	0	0	0
12:15 AM	0	0	0
12:30 AM	0	0	0
12:45 AM	0	0	0
1:00 AM	0	0	0
1:15 AM	0	0	0
1:30 AM	0	1	1
1:45 AM	0	1	1
2:00 AM	0	0	0
2:15 AM	0	0	0
2:30 AM	0	0	0
2:45 AM	0	0	0
3:00 AM	0	0	0
3:15 AM	0	0	0
3:30 AM	0	0	0
3:45 AM	0	0	0
4:00 AM	0	0	0
4:15 AM	0	0	0
4:30 AM	0	0	0
4:45 AM	0	0	0

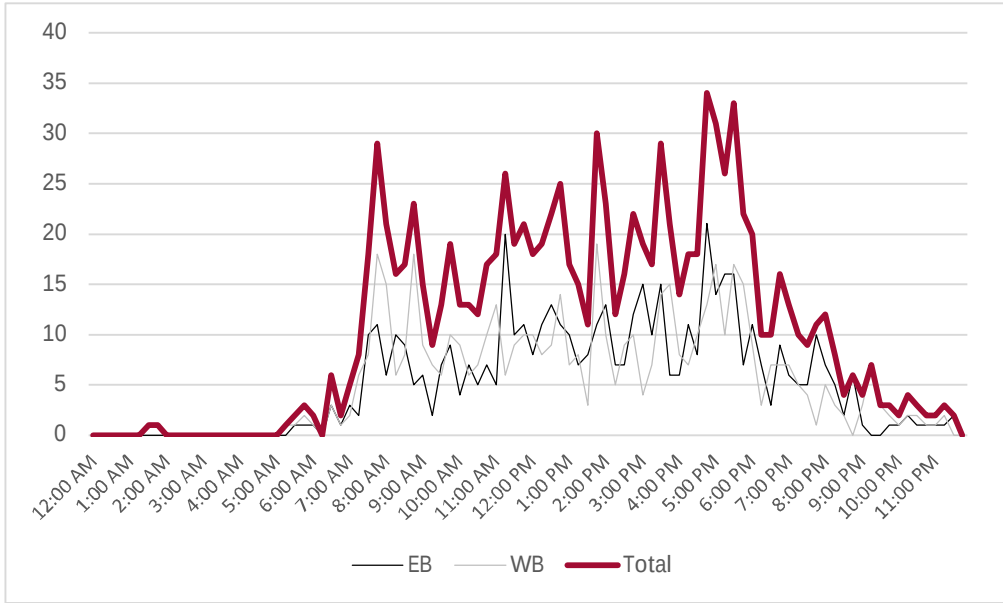
Time	EB	WB	Total
5:00 AM	0	0	0
5:15 AM	0	1	1
5:30 AM	1	1	2
5:45 AM	1	2	3
6:00 AM	1	1	2
6:15 AM	0	0	0
6:30 AM	3	3	6
6:45 AM	1	1	2
7:00 AM	3	2	5
7:15 AM	2	6	8
7:30 AM	10	8	18
7:45 AM	11	18	29
8:00 AM	6	15	21
8:15 AM	10	6	16
8:30 AM	9	8	17
8:45 AM	5	18	23
9:00 AM	6	9	15
9:15 AM	2	7	9
9:30 AM	7	6	13
9:45 AM	9	10	19

Time	EB	WB	Total
10:00 AM	4	9	13
10:15 AM	7	6	13
10:30 AM	5	7	12
10:45 AM	7	10	17
11:00 AM	5	13	18
11:15 AM	20	6	26
11:30 AM	10	9	19
11:45 AM	11	10	21
12:00 PM	8	10	18
12:15 PM	11	8	19
12:30 PM	13	9	22
12:45 PM	11	14	25
1:00 PM	10	7	17
1:15 PM	7	8	15
1:30 PM	8	3	11
1:45 PM	11	19	30
2:00 PM	13	10	23
2:15 PM	7	5	12
2:30 PM	7	9	16
2:45 PM	12	10	22

Time	EB	WB	Total
3:00 PM	15	4	19
3:15 PM	10	7	17
3:30 PM	15	14	29
3:45 PM	6	15	21
4:00 PM	6	8	14
4:15 PM	11	7	18
4:30 PM	8	10	18
4:45 PM	21	13	34
5:00 PM	14	17	31
5:15 PM	16	10	26
5:30 PM	16	17	33
5:45 PM	7	15	22
6:00 PM	11	9	20
6:15 PM	7	3	10
6:30 PM	3	7	10
6:45 PM	9	7	16
7:00 PM	6	7	13
7:15 PM	5	5	10
7:30 PM	5	4	9
7:45 PM	10	1	11

Time	EB	WB	Total
8:00 PM	7	5	12
8:15 PM	5	3	8
8:30 PM	2	2	4
8:45 PM	6	0	6
9:00 PM	1	3	4
9:15 PM	0	7	7
9:30 PM	0	3	3
9:45 PM	1	2	3
10:00 PM	1	1	2
10:15 PM	2	2	4
10:30 PM	1	2	3
10:45 PM	1	1	2
11:00 PM	1	1	2
11:15 PM	1	2	3
11:30 PM	2	0	2
11:45 PM	0	0	0

Hourly	EB	WB	Total
12:00 AM	0	0	0
1:00 AM	0	2	2
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	0	0	0
5:00 AM	2	4	6
6:00 AM	5	5	10
7:00 AM	26	34	60
8:00 AM	30	47	77
9:00 AM	24	32	56
10:00 AM	23	32	55
11:00 AM	46	38	84
12:00 PM	43	41	84
1:00 PM	36	37	73
2:00 PM	39	34	73
3:00 PM	46	40	86
4:00 PM	46	38	84
5:00 PM	53	59	112
6:00 PM	30	26	56
7:00 PM	26	17	43
8:00 PM	20	10	30
9:00 PM	2	15	17
10:00 PM	5	6	11
11:00 PM	4	3	7



AM Peak 84
7:30 AM

Mid-day Peak 84
11:00 AM

PM Peak 124
4:45 PM

506 Eastbound

520 Westbound

1,026 Total of Both Directions

Kimley»Horn

89th Street Traffic Calming

Prairie Village, Kansas

Location: 89th Street, between Roe Avenue & Delmar Street

Start Time: 12:00 AM

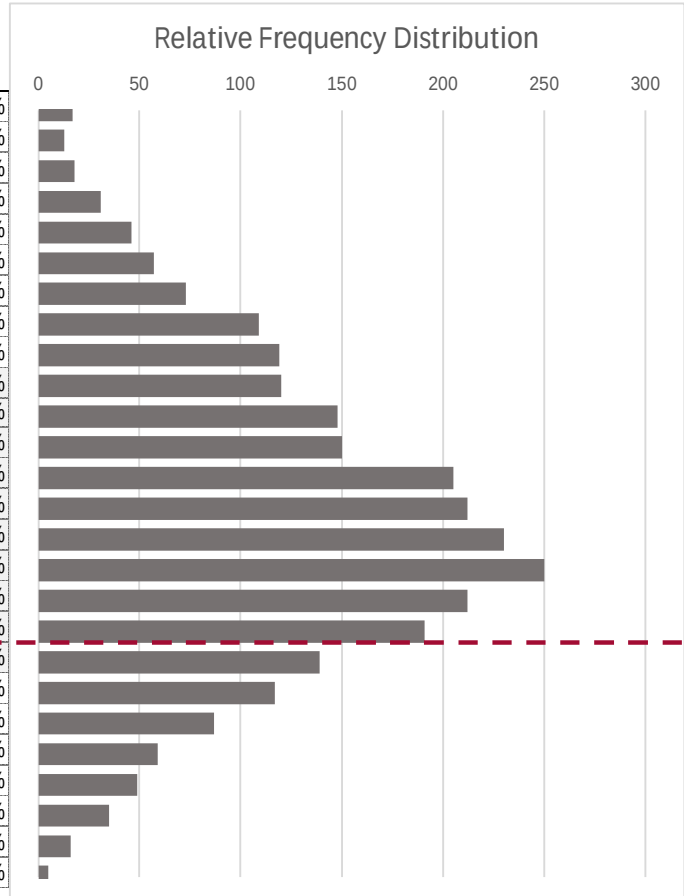
End Time: 11:59 PM

Speed Limit: 25 mph

Start Date: 12/17/2024

End Date: 12/19/2024

Speed	Frequency	Percentage	Cumulative Frequency	Cumulative Percentage
15	17	0.6%	17	0.6%
16	13	0.5%	30	1.1%
17	18	0.7%	48	1.8%
18	31	1.1%	79	2.9%
19	46	1.7%	125	4.6%
20	57	2.1%	182	6.7%
21	73	2.7%	255	9.4%
22	109	4.0%	364	13.4%
23	119	4.4%	483	17.8%
24	120	4.4%	603	22.3%
25	148	5.5%	751	27.7%
26	150	5.5%	901	33.3%
27	205	7.6%	1106	40.8%
28	212	7.8%	1318	48.7%
29	230	8.5%	1548	57.2%
30	250	9.2%	1798	66.4%
31	212	7.8%	2010	74.2%
32	191	7.1%	2201	81.3%
33	139	5.1%	2340	86.4%
34	117	4.3%	2457	90.7%
35	87	3.2%	2544	93.9%
36	59	2.2%	2603	96.1%
37	49	1.8%	2652	97.9%
38	35	1.3%	2687	99.2%
39	16	0.6%	2703	99.8%
40	5	0.2%	2708	100.0%



85th %: 33.1 mph
AVG: 28.1 mph
MEDIAN: 28.6 mph

MODE: 26.6 mph
PACE: 27-36 mph
STD DEV: 5.1

89th Street Traffic Calming

Prairie Village, Kansas

Location: 89th Street, between Catalina Drive & Alhambra Street

Start Time: 12:00 AM

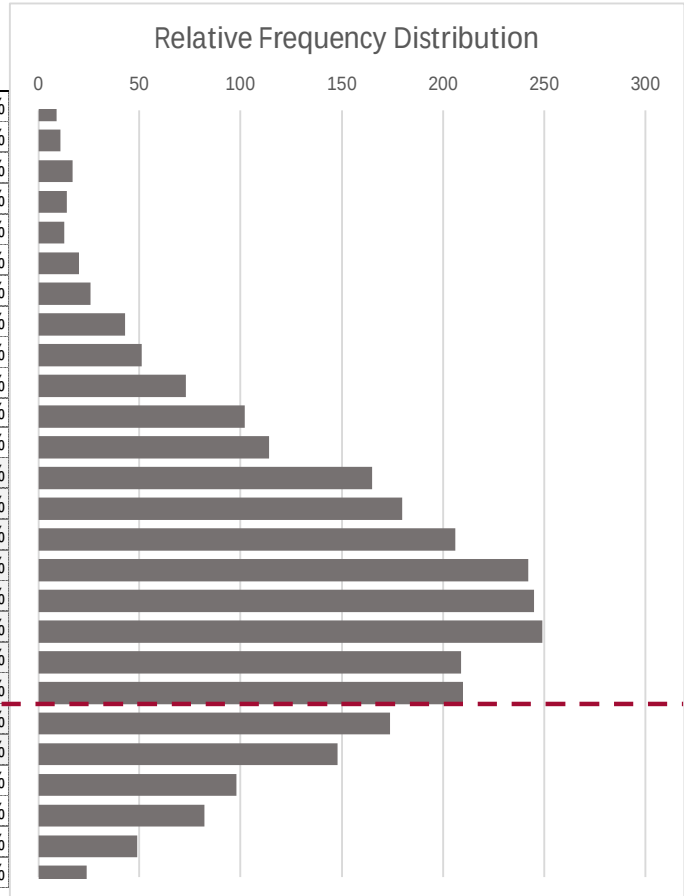
End Time: 11:59 PM

Speed Limit: 25 mph

Start Date: 12/17/2024

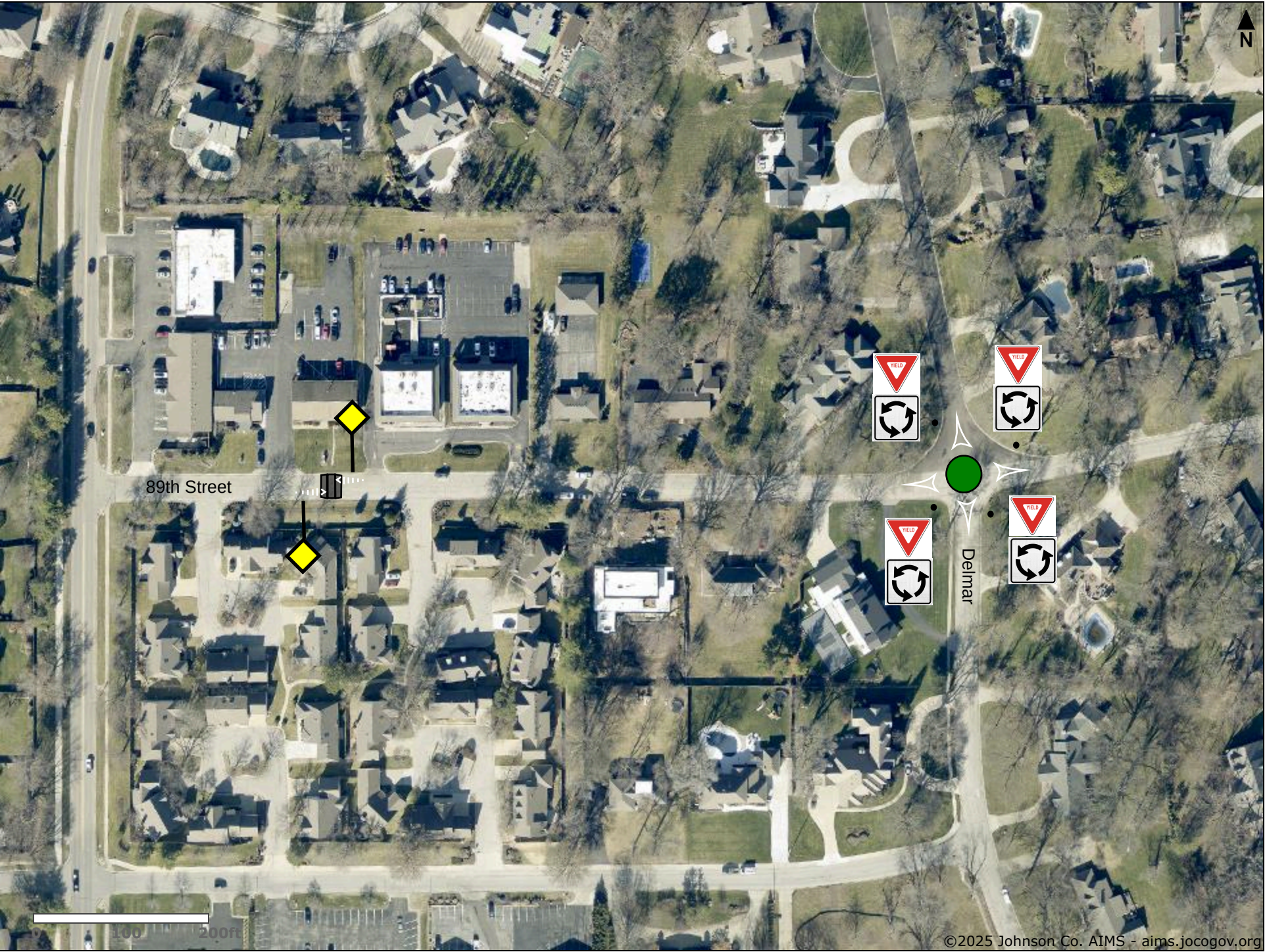
End Date: 12/19/2024

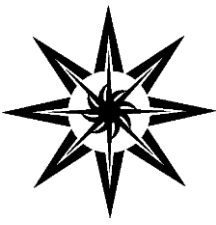
Speed	Frequency	Percentage	Cumulative Frequency	Cumulative Percentage
15	9	0.3%	9	0.3%
16	11	0.4%	20	0.7%
17	17	0.6%	37	1.3%
18	14	0.5%	51	1.8%
19	13	0.5%	64	2.3%
20	20	0.7%	84	3.0%
21	26	0.9%	110	4.0%
22	43	1.6%	153	5.5%
23	51	1.8%	204	7.4%
24	73	2.6%	277	10.0%
25	102	3.7%	379	13.7%
26	114	4.1%	493	17.8%
27	165	5.9%	658	23.7%
28	180	6.5%	838	30.2%
29	206	7.4%	1044	37.6%
30	242	8.7%	1286	46.4%
31	245	8.8%	1531	55.2%
32	249	9.0%	1780	64.2%
33	209	7.5%	1989	71.7%
34	210	7.6%	2199	79.3%
35	174	6.3%	2373	85.5%
36	148	5.3%	2521	90.9%
37	98	3.5%	2619	94.4%
38	82	3.0%	2701	97.4%
39	49	1.8%	2750	99.1%
40	24	0.9%	2774	100.0%
2774		100.0%		



85th %: 35.4 mph
 AVG: 30.6 mph
 MEDIAN: 30.9 mph

MODE: 34.0 mph
 PACE: 27-36 mph
 STD DEV: 4.7





Council Requested Agenda Item: Potential Restrictions on Residential Development/Redevelopment

BACKGROUND

Councilmembers Selders and Nelson, in response to concerns from residents, requested this agenda item be added. Councilmembers Selders and Nelson met with City staff to begin discussions surrounding possibilities for restrictions on development or redevelopment in residential zones - including a focus on “teardown-rebuilds.” Possibilities were explored including moratoriums, and quotas or caps on total number of permits city-wide or within a particular block. On first impression, any quota or cap brings with it substantial risk of a legal challenge.

Staff and the Councilmembers worked through questions and workshopped a variety of potential ideas. At the conclusion of that meeting, there still remained a certain level of uncertainty as to the precise goals, underlying problems, and potential consequences of implementing new restrictions (including legal risks). The decision was reached to seek more direction for staff from the Council to further develop and understand the problems and goals, as well as the general direction the Council may direct staff to analyze.

In 2023, there were 50 new homes in the City, constructed by 21 different builders; three builders accounted for 26 of those homes. In 2024, there were 45 new homes in the City, constructed by 18 different builders; three builders accounted for 24 of those homes. Numbers for 2025 appear to be on a similar scale.

DISCUSSION

Underlying concerns by the Councilmembers were largely identified as being:

- a change in the character of a neighborhood;
- increases in property taxes for nearby properties;
- issues from multiple ongoing builds, including;
 - parking congestion;
 - increased/prolonged noise concerns; and
 - construction debris.

If changes in the code are sought, discussion should also be had concerning whether any such changes would exclusively be for demolition projects, or if it would also include heavy renovation projects. Heavy renovation would need to be further defined, but would aim to be differentiated from cosmetic-only projects.

Consideration for putting a cap on number of projects ranged from how many could be occurring across the City, on a single block, or within a yet-to-be-determined radius. It was considered that a certain number of permits could be available either per year or every six months (whether City-wide or within a localized area). Staffs has concerns about:

- 1) this then becoming a race to secure permits which might result in disparate treatment of otherwise alike property owners;
- 2) difficulties with determining when one project is sufficiently wrapped to then allow the next in line to start up;

- 3) difficulties resulting from one project being frequently delayed preventing the next in line to anticipate when they could start; and
- 4) any proposed restriction bringing up constitutional issues related to property rights and enjoyment.

The broad risk with any restriction on property rights is that they could be challenged as a “taking” of property. These claims are centered on constitutional principles not to deprive someone of property without due process, and not to take private property for a public use (without compensation). The reality is that, even where the Council may have good-faith motivations and may seek to carefully outline a restriction that is as reasonable as possible, if a restriction prevents building or demolishing without providing compensation for that restriction, it is fairly likely to draw a legal challenge.

While governmental entities enjoy certain protections against challenges under law, a direct change to what can be done with property that is currently zoned to allow for a new house to be constructed would be a claim that might have merit and is less likely to be readily dismissed.

Damages claimed could be real if it was a direct result of government action taken for the public benefit. Restricting what can be done with property, especially if the result is some parties are not restricted while others are, is a large legal risk. Smaller items concerning setbacks or other details of how things are built are going to be treated differently than what could be argued to be a restriction on building anything at all. Small restrictions do not substantially affect the value of a property, but preventing someone from putting in a new house would likely have a substantial value impact.

Though distinct from what is being explored, the analysis to support a temporary restriction on development (a moratorium) looks as if it was done in good faith, is reasonably related to the general welfare, and is non-discriminatory. That analysis would likely be a threshold analysis on any other restriction on development, including any cap or quota. Additional analysis would continue from a “takings” perspective.

There was also some brief consideration as to whether or not any single company could have more than one or two ongoing projects at a time. While that might result in a slight reduction, the companies who most desire and build most frequently would not be restricted from creating separate spin-off companies to work around that. Moreover, there are concerns that restrictions on companies to freely engage in the market may draw legal challenges.

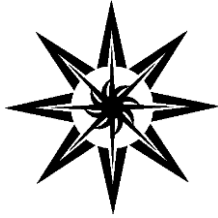
Staff is seeking direction as to whether to pursue this topic further.

PREPARED BY

Alex Aggen, City Attorney

Nickie Lee, Deputy City Administrator

Date: May 13, 2025



PUBLIC WORKS DEPARTMENT

Committee Agenda: July 07, 2025

CONSIDER ADDITIONAL FUNCTIONALITY AND SUSTAINABILITY ENHANCEMENTS FOR INCLUSION IN NEW CITY HALL (PROJECT BG510003)

At the June 2, 2025 Council Meeting, the Governing Body directed staff to pursue LEED Gold certification for the New City Hall construction.

Gold Level certification included renewable energy production (solar panels) at 50% of projected annual need and high efficiency HVAC.

There were items identified for Platinum Level certification that the Governing Body wanted to bring back to discussion. It is not intended to use these items to pursue Platinum Level certification but to determine if they have long term benefits that align with the City's action plan.

These items include:

- Bicycle Facilities
- Chargers for electric vehicles
- Air Quality Assessment

Interior Lighting Control as presented on June 2 has been removed from this list as the electrical engineer has confirmed that lighting design to meet a LEED point is the same to meet current energy code.

NEXT STEPS

Staff will incorporate approved items into the site and/or building design.

ATTACHMENTS

1. Presentation
2. LEED impacts and costs

PREPARED BY

Melissa Prenger, City Engineer

June 26, 2026

Municipal Complex Improvements CITY HALL

Council Meeting
July 7, 2025



GOLD PLATINUM

LEED Scorecard

	63	80	112	
▼ INTEGRATIVE PROCESS	1	1	1	
▼ LOCATION AND TRANSPORTATION	3	5	16	
▼ SUSTAINABLE SITES	4	4	10	
▼ WATER EFFICIENCY	1	9	11	
▼ ENERGY & ATMOSPHERE	29	30	35	
▼ MATERIALS & RESOURCES	10	10	13	
▼ INDOOR ENVIRONMENTAL QUALITY	9	11	16	
▼ INNOVATION	4	6	6	
▼ REGIONAL PRIORITY CREDITS	2	4	4	



GOLD

LEED GOLD



- { VRF (Variable Refrigerant Flow) HVAC system
- { Solar panels (50%)
- { Identify low-emitting materials in 3 categories

LEED Platinum Items



Bicycle Facilities	\$14,000
EV Chargers	\$35,000
Adv. Water Metering	\$25,000
Rainwater Harvest	\$120,000
Demand Response	\$35,000
Air Quality Assessment	\$30,000

Bicycle Facilities (LT)

1 pt

Requirement for LEED credit:

- Bicycle facilities/trails within range
- Install bike racks for public use
- Install bike rack under covered area for employees.
- Shower on site.

No points awarded:

- Install bike racks for public use
- Install bike rack for employee use (no cover provided)

Cost of \$4,000



Vehicle Charging Station (LT) 1 pt

Requirement for LEED credit:

- Install EV charging station w/ parking for 2% of parking total
- 4 parking spots (2 chargers)

No points awarded:

- Utilize the 4 spots currently at Skate Park or
- Install EV charging stations for 2 spots at City Hall or
- Install circuit and conduit for future EV charging stations

Cost of \$17,000 - \$35,000



Indoor Air Quality Test (IEQ)

1 pt

Requirement for LEED credit:

- Testing for high levels of CO₂, VOCs, Formaldehyde, etc. after construction and furniture install

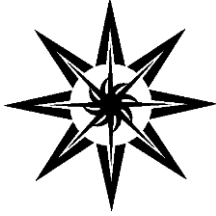
No points awarded:

- Do not perform test

Cost of \$30,000

LEED impacts/costs

Category	Construction Item	Cost	Points	Cost/Pt	LEED Statement	Environmental Impact
Location and Transportation						
Bicycle Facilities	Racks/Shower	\$ 14,000	1	\$ 14,000	<i>To promote bicycling and transportation efficiency and reduce vehicle distance traveled. To improve public health by encouraging utilitarian and recreational physical activity.</i>	Providing facilities for securing a bike promotes a cycling culture and calms fear of theft. Mobility Lab 2018
Green Vehicles	Charging Station	\$ 35,000	1	\$ 35,000	<i>Reduce pollution by promoting alternatives to conventionally fueled automobiles.</i>	US Dept of Energy: Alternative Fueled Data Center, 2022 data / Well to Wheel Emissions Conventional gas powered vehicles emit over 12,500 pounds of CO2 annually while an electric vehicle emits around 2,700 pounds of CO2 (taking into account the power source). The delta between the two vehicle types is around 10,000 pounds of CO2. It would take approximately 200 mature trees to absorb this amount of CO2. Arbor Day Foundation: mature tree absorbs 48 pounds of CO2 per year
Water Efficiency						
Indoor Water Use Reduction	Rainwater Harvest	\$ 120,000	5	\$ 24,000	<i>Install equipment within the project scope to reduce water consumption by 50% from the baseline.</i>	Rainwater harvesting utilizes an underground tank to store clean rainwater from a roof system to use as a non-potable source (flushing toilets or irrigation). The supply is not steady, but a 6,000 gallon storage unit can hold enough water for approximately 4,000 flushes (enough for 25 people for as much as 2 months).
Water Metering	Additional Meters	\$ 25,000	1	\$ 25,000	<i>Support water management and identify opportunities for additional water saving by tracking consumption.</i>	Tracking consumption may identify opportunities to reduce consumption.
Energy and Atmosphere						
Optimize Energy Performance	Upgrade HVAC	\$ 125,000	17	\$ 19,706	<i>Achieve increasing levels of energy performance beyond the standard to reduce environmental and economic harms associated with excessive energy use.</i>	Analyze efficiency measures, focus on load reduction and project potential energy savings.
	Installation of Solar	\$ 210,000				VRF: Simple payback is estimated at 15-20 years depending on installation and maintenance.
		<u>\$ 335,000</u>				Solar: Simple payback is estimated at 15 years. Both systems impact points in other categories in E&A, together producing over 17 points out of the 33 available.
Demand Response	Installation of Equipment	\$ 35,000	1	\$ 35,000	<i>Increase participation in demand response programs to make energy distribution more efficient, increase grid reliability and system-level energy use.</i>	Evergy.com/ways-to-save When demand for energy is high, like during summer's hottest afternoons, Evergy may call a Business Demand Response (BDR) event. Participants can decide how much to reduce energy usage, and then Evergy pays businesses for their energy savings.
Indoor Environmental Quality						
Indoor Air Quality Assessment	Testing indoor air	\$ 30,000	1	\$ 30,000	<i>To establish better quality indoor air in the building after construction and during occupancy to protect human health, productivity, and wellbeing.</i>	NIH.gov / Indoor Air Quality Indoor exposures to air pollutants, including particulate matter, allergens, oxides of nitrogen, endotoxin, and mold, have been associated with impaired health and performance in children and adults.



POLICE DEPARTMENT

Council Committee Meeting Date: July 7, 2025

Discuss possible updates of city ordinances regarding E-Scooters and Motorized Bicycles

BACKGROUND

A new city ordinance was enacted in April 2025 requiring helmets for juveniles riding motorized scooters or electric-assisted bicycles on public property in Prairie Village. The police department has focused on education of this ordinance both when contacting the youth in our community as well as proactively by incorporating e-scooter safety presentations in the D.A.R.E. program, via social media and other public presentations with community partners.

Despite the helmet ordinance, the police department has continued to receive regular communication of concerns from the community regarding the safety of e-scooters and motorized bicycles. The department has been further researching possible updates to the city ordinance to assist in promoting safe riding in our community. If updates are made to the ordinance, the department still intends to use the ordinance to foster positive interactions with e-scooter users and their parents and will encourage voluntarily compliance. The department wants to provide information to the council regarding possible options of amendments to the current city ordinance.

ATTACHMENTS

E-Bikes and E-Scooters Presentation

PREPARED BY

Captain Joel Porter

Patrol Commander

Date: July 1, 2025

E-Bikes & E-Scooters

Prairie Village Police Department

Electric-Assisted Bicycle

- A bicycle with two or three wheels, a saddle, fully operative pedals for human propulsion, and an electric motor. The electric-assisted bicycle's electric motor must have a power output of no more than 1,000 watts, be incapable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour. (K.S.A. 8-1489)

Electric –Assisted Scooter

- Every self-propelled vehicle that has at least two wheels in contact with the ground, an electric motor, handlebars, a brake and a deck that is designed to be stood upon when riding. (K.S.A. 8-126(g))

Motorized Bicycle

- Every device having two tandem wheels or three wheels which may be propelled by either human power or helper motor, or by both, and which has: (a) a motor which produces not more than 3.5 brake horsepower; (b) a cylinder capacity of not more than 130 cubic centimeters; (c) an automatic transmission; and (d) the capability of a maximum design speed of no more than 30 miles per hour except at a low power cycle. (K.S.A. 8-1439a)

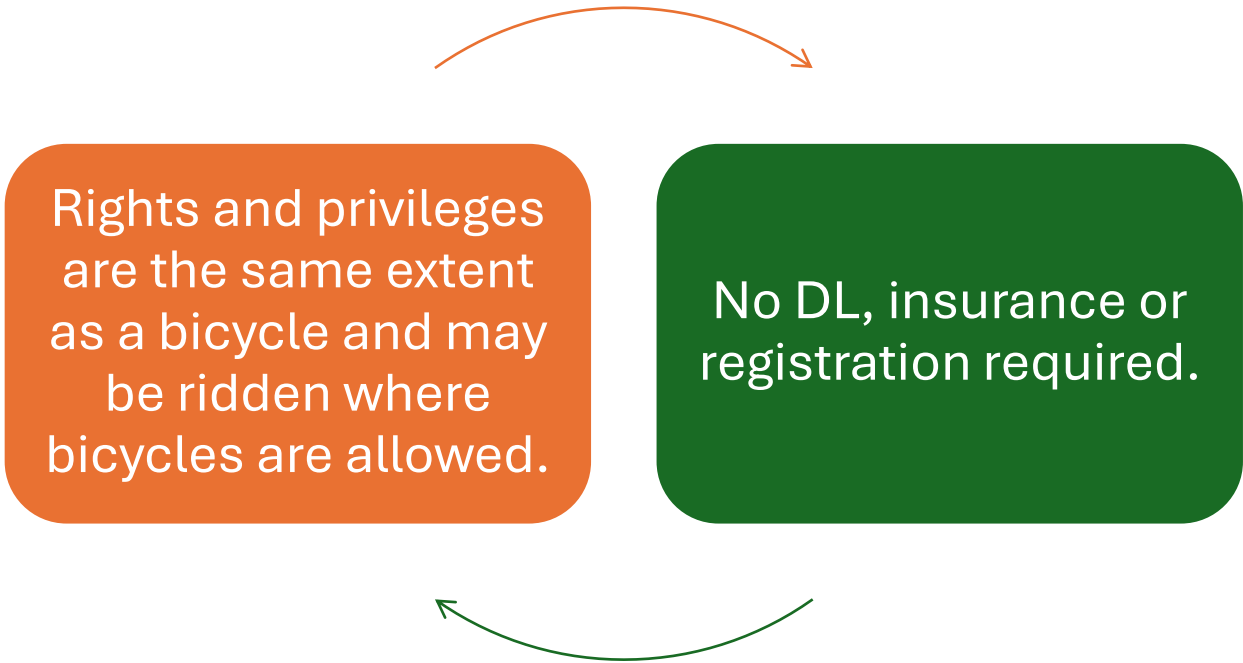
Types of E-Bikes (Electric Assisted Bicycle)

Class 1-Limited to top speed of 20 mph. Motor only works when pedaling.

Class 2-Limited to top speed of 20 mph. Throttle will work when not pedaling up to 20 mph.

Class 3-Motor only works when pedaling and ceases to help above 28 mph.

E-Bikes



Rights and privileges are the same extent as a bicycle and may be ridden where bicycles are allowed.

The diagram consists of two rounded rectangular boxes. The left box is orange and contains text about rights and privileges. The right box is dark green and contains text about licensing and registration. Two curved arrows connect the boxes: an orange arrow from the top of the orange box to the top of the green box, and a green arrow from the bottom of the green box to the bottom of the orange box, forming a circular relationship.

No DL, insurance or registration required.

E-Bikes



- Examples of Class 1 & Class 2 bikes



E-Bikes

Examples of Class 3 (any vehicle with a design speed greater than 30 mph is classified as a motorcycle)

E-Scooters (Electric-Assisted Scooter)



RIGHTS AND PRIVILEGES ARE
THE SAME AS A BICYCLE



HELMETS REQUIRED FOR
RIDERS UNDER 18 YEARS OLD.



NO DL, INSURANCE OR
REGISTRATION REQUIRED

E-Scooters



- Examples of E-Scooters (note: the example on the right is sold as off-road and has speeds up to 36 mph)

What are other cities ordinances? Leawood

14-112E

ELECTRIC-ASSISTED BICYCLES, TRAFFIC LAW APPLICATION. Section 135 of the Standard Traffic Ordinance incorporated in Section 14-101 of this article shall be amended to read as follows:

Sec. 135. Electric-Assisted Bicycles, Traffic Law Application.

- (a) Except as specifically provided, an electric-assisted bicycle or a rider of an electric-assisted bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the rider of a bicycle. An electric-assisted bicycle is a vehicle to the same extent as a bicycle.
- (b) An electric-assisted bicycle or a person riding an electric-assisted bicycle shall not be required to maintain: (1) Vehicle liability insurance coverage; (2) a driver's license; (3) registration in accordance with article 1 of chapter 8 of the Kansas Statutes Annotated, and amendments thereto; (4) a certificate of title; or (5) a license plate. An electric-assisted bicycle shall not be considered a motor vehicle.
- (c) On and after January 1, 2023, manufacturers and distributors of electric-assisted bicycles shall apply a label that is permanently affixed, in a prominent location, to each electric-assisted bicycle. The label shall contain the classification number, top assisted speed and motor wattage of the electric-assisted bicycle and shall be printed in Arial font in at least nine-point type.
- (d) A person shall not tamper with or modify an electric-assisted bicycle in a manner that changes the motor-powered speed capability or engagement of an electric-assisted bicycle, unless the label indicating the classification required in subsection (c) is replaced after modification.
- (e) An electric-assisted bicycle shall comply with the equipment and manufacturing requirements adopted by the United States consumer product safety commission, 16 C.F.R. part 1512.
- (f) (1) An electric-assisted bicycle may be ridden in places where bicycles are allowed, including, but not limited to, streets, highways, roadways, bicycle lanes, bicycle or multi-use paths, trails or trail networks. (2) Subsection (f)(1) shall not apply to a trail that is specifically designated as nonmotorized and that has a natural surface tread that is made by clearing and grading the native soil with no added surfacing materials.
- (g) No person under 16 years of age may operate a class 3 electric-assisted bicycle. A person under 16 years of age may ride as a passenger on a

class 3 electric-assisted bicycle that is designed to accommodate passengers.

(h)

Operators of electric-assisted bicycles, regardless of where they are operated within this city: (1) must yield the right of way to any pedestrian, and shall give an audible signal before overtaking and passing any pedestrian; (2) must not engage in any activity that interferes with the operator's ability to give full attention and remain alert to the safe operation of the device; (3) must not operate the device in any manner that indicates a careless or reckless disregard for the safety of persons or property; and (4) shall at all times operate the device with due regard to conditions then existing, including, but not limited to, fixed or moving objects, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue operation.

(i)

The number of persons allowed on an electric-assisted bicycle shall not exceed the number for which it is designed to carry.

(j)

The provisions of this section shall not prohibit the operation of any authorized electric-assisted bicycle in the course of authorized duties within the City by a fire department, law enforcement, parks department, or public works department employee. The operation of an electric-assisted bicycle is authorized within the City on private property with the consent of the property owner.

14-112F

ELECTRIC-ASSISTED SCOOTERS, TRAFFIC LAW APPLICATION. Section 135.1 of the Standard Traffic Ordinance incorporated in Section 14-101 of this article shall be amended to read as follows:

Sec. 135.1. Electric-Assisted Scooters, Traffic Law Application

- (a) It shall be unlawful for any person to operate an electric-assisted scooter or electric unicycle on any interstate highway, federal highway or state highway, except for crossing a state highway as necessary. Notwithstanding the provisions of subsection (a), traffic regulations applicable to bicycles, Sections 127 to 133, inclusive, shall be applicable to operators of electric-assisted scooters and electric unicycles.
- (c) Operators of electric-assisted scooters and electric unicycles, regardless of where they are operated within this city: (1) must yield the right of way to any pedestrian, and shall give an audible signal before overtaking and passing any pedestrian; (2) must not engage in any activity that interferes with the operator's ability to give full attention and remain alert to the safe operation of the device; (3) must not operate the device in any manner that indicates a careless or reckless disregard for the safety of persons or property; and (4) shall at all times operate the device with due regard to conditions then existing, including, but not limited to, fixed or moving objects, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue operation.
- (d) The provisions of this section shall not prohibit the operation of any authorized electric-assisted scooter in the course of authorized duties within the City by a fire department, law enforcement, parks department, or public works department employee. The operation of an electric-

What are other cities ordinances?

Lenexa

Section 135: Electric-Assisted Bicycles.

- A. Except as provided by this Section 135, the traffic regulations applicable to bicycles, sections 127 to 133, and 135.2, inclusive, shall be applicable to electric-assisted bicycles, except tricycles with no break horsepower.
- B. Vehicle registration and driver's license shall not be required for operation of an electric-assisted bicycle.
- C. Electric-assisted bicycles shall not be capable of propelling the device at a speed of more than 20 miles per hour on level ground and incapable of further increasing the speed of the device when human power alone is used to propel the device beyond 20 miles per hour.
- D. Electric-assisted bicycles shall not be operated in a careless, reckless or negligent manner that may endanger persons or property and shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area.
- E. The number of occupants allowed on an electric-assisted bicycle shall be limited to the number for which it is designed or equipped to carry.
- F. The provisions of this section shall not prohibit the operation of any authorized electric-assisted bicycle in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, public works or municipal services department. The operation of an electric-assisted bicycle is authorized within the city on private property with the consent of the property owner.

Section 135.1: Electric-Assisted Scooters.

- A. Except as provided by this Section 135.1, the traffic regulations applicable to bicycles, sections 127 to 133, and 135.2, inclusive, shall be applicable to electric-assisted scooters.
- B. Vehicle registration and driver's license shall not be required for operation of an electric-assisted scooter.
- C. It shall be unlawful for any person to operate an electric-assisted scooter on:
 - 1. Any interstate highway, federal highway, or state highway;
 - 2. Any public or private street with a speed limit more than 25 miles per hour; and
 - 3. Public parks.
- D. Electric-assisted scooters may be operated on any public highway, street, or road if the speed limit on such road is 25 miles per hour or less;
- E. Electric-assisted scooters shall not be capable of propelling the device at a speed of more than 15 miles per hour on level ground.
- F. Electric-assisted scooters shall not be operated in a careless, reckless or negligent manner that may endanger persons or property and shall be operated with due regard to conditions then existing, including, but not limited to, fixed or moving objects, parked or moving bicycles, pedestrians, animals, surface hazards, or narrow areas that make it unsafe to continue along the sidewalk or sidewalk area.
- G. The number of occupants allowed on an electric-assisted scooter shall be limited to the number for which it is designed or equipped to carry.
- H. The provisions of this section shall not prohibit an electric-assisted scooter from crossing a federal or state highway or a public highway, street, or road with a posted speed limit greater than 25 miles per hour.
- I. The provisions of this section shall not prohibit the operation of any authorized electric-assisted scooter in the course of authorized duties within the city by a fire department, law enforcement agency, parks department, public works or municipal services department. The operation of an electric-assisted scooter is authorized within the city on private property with the consent of the property owner.

What are other cities ordinances? Mission Hills

B. *Operating Requirements.*

1. All minors, including non-operators, on electric-assisted bicycles, electric-assisted scooters, motorized bicycles and motorized skateboards within the City are required to wear a secured helmet while riding.
2. Electric-assisted bicycles, electric-assisted scooters, motorized bicycles and motorized skateboards shall not be used to carry more persons at one time than the number for which it is designed and equipped.

2

19369.0004/10449085.7

3. Electric-assisted bicycles and motorized bicycles shall not be operated on sidewalks within the City.

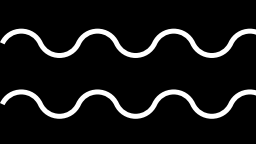
C. *Warnings and Fines.* Violations of this Section 3-208 will result in a warning for a first offense, which warning shall be logged and tracked by the City's police department. Subsequent violations will result in a fine of Fifty Dollars (\$50).

D. *Exemptions.* The helmet requirement for minors in Section 3-208.B.1 above does not apply to minors on electric-assisted bicycles, electric-assisted scooters, motorized bicycles or motorized skateboards on private property where the owner has explicitly allowed for such use without a helmet requirement.

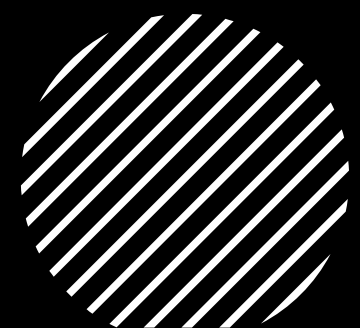
Statute to Consider?

Parties to a Violation (STO 202, K.S.A. 8-2101)

Every person who commits, attempts to commit, conspires to commit, or aids and abets in the commission of, any act declared to be unlawful, whether individually or in connection with one or more other persons or as a principal, agent or accessory, shall be guilty of such offense, and every person who falsely, fraudulently, forcibly, or willfully induces, causes, coerces, requires, permits or directs another to violate any provision of this ordinance is likewise guilty of such offense.



What is the PVPD's response?



01

The Prairie Village Police Department is considering and utilizing a number of approaches to e-bike and e-scooter safety and complaints.

02

These include an e-bike safety event this summer at IHCC, education and information at Village Fest and incorporating safety and education into the schools through the DARE and SRO programs.

03

PVPD officers respond to complaints and take a proactive approach toward unsafe and sometimes illegal behavior by riders.

What is PVPD's response?

The Police Department continues to receive numerous complaints on juvenile e-bike and e-scooters at PV Mall and the Corinth Shops



It is important to consider that while the Police Department makes the safety of all citizens a top priority, these shopping areas are private property and the PVPD may have little ability to take official action



The Police Department is working closely with property management companies to evaluate updated signage and a further course of action to mitigate these complaints

Ordinance Options to Discuss

After careful research and collaboration with neighboring agencies and the public the following options are presented for consideration in an updated ordinance:

Helmets required for all juvenile operators (already in place)

Wording requiring the operator to ride the e-bike/e-scooter with due regard to other pedestrians, vehicles, animals and property in a non reckless or careless manner

Limit the amount of riders or passengers to what the manufacturer recommends

Class 3 E-Bikes only allowed in the roadway

MAYOR'S ANNOUNCEMENTS
Monday, July 7, 2025

Diversity Committee	07/08/2025	4:30 p.m.
Community Garden Tuesday Talks	07/15/2025	6:30 p.m.
Arts Council	07/16/2025	5:30 p.m.
Arts Council Art Reception	07/16/2025	7:00 p.m.
City Council	07/21/2025	6:00 p.m.

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INFORMATIONAL ITEMS
July 7, 2025

1. Planning Commission meeting minutes – June 3, 2025
2. JazzFest meeting minutes – June 24, 2025
3. VillageFest meeting minutes – June 26, 2025
4. July plan of action

**PLANNING COMMISSION MINUTES
JUNE 3, 2025**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, June 3 at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, Dave Herron, Melissa Brown, and Jeffrey Valentino.

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

APPROVAL OF MINUTES

Mr. Valentino made a motion to approve the minutes of the April 1 2025, regular planning commission meeting as presented. Mr. Herron seconded the motion, which passed 4-0, with Mr. Birkel in abstention.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

NON-PUBLIC HEARINGS

PC-25-6	Site plan for installation of temporary lighting 7500 Mission Road Zoning: R-1A Applicant: Kent Glaser
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Mr. Brewster said that the applicant was proposing to use temporary lighting on the northwest field at Shawnee Mission East High School for athletic practices. The need is generated by health and safety concerns for athletes during heat events and is in furtherance of a Kansas State High School Athletic Association (KSHSAA) policy. The applicant anticipates needing to use lighting in August and September when weather conditions would prevent practice during normal after school times (3:00 p.m. to 6:00

p.m.). During these periods, early morning practices are most favorable to the health and safety of the student athletes and would meet the KSHSAA policy.

The limited periods where risk is the highest is based on a combination of heat and humidity ("wet globe" bulb temperature), when readings exceed 87.8 degrees; restrictions on normal practice begin at readings of 84.7 degrees. Mr. Brewster said that the applicant had supplied anticipated utilization based on past years' records and was requesting to use the lights between 5:40 a.m. and 7:40 a.m. on excessive heat days (noting that sunrise is typically around 6:30 a.m. during this period and lights may not be needed long after the sun rises).

Mr. Brewster noted that the application was a renewal of a similar site plan request for temporary lighting that was approved at the July 2024 planning commission meeting for the 2024 summer and fall practice season. The city received one complaint from an adjacent neighbor during a lighting event and the applicant adjusted the lighting in response to the complaint. There were no further complaints after this adjustment.

Key specifications for the proposed light units are:

- EPA Tier 4 engine - Yamar 2TNV
- Average sound 60dB(A) at 7 meters away
- 4 320W LED bulbs
- 211,200 LM - Luminous flux (power at the light source)
- 9,436 square meter illuminated area (1 lux)
- 27.34 max height (8,834 mm)

These specifications generally produce an effective lighting range of approximately 200' from the source and direction of the light fixture according to typical industry specifications.

Mr. Brewster said that zoning regulations used performance criteria for all outdoor lighting, which required light levels to not exceed 0.0 footcandles when adjacent to a residential zoned district and 0.2 footcandles with adjacent to a non-residential zoned district, measured five feet above grade at the property line. A variety of standards for specific types of lighting also impact what types of lights may be permitted within this broad performance standard. The standards also have two exceptions which are applicable to this specific circumstance. Outdoor sports facilities and park lighting is independently reviewed by the planning commission, which may approve lights that do not strictly conform to the standards. Additionally, temporary outdoor lighting that does not conform to the standards may be permitted by the planning commission subject to three specific criteria:

1. Public and/or private benefits from the lighting
2. Any annoyance or safety problems that may result
3. Duration of temporary nonconforming lighting

Mr. Brewster stated that the proposal would include four temporary lighting units located at each diagonal corner of the field facing inward. The lightning is supported by a generator unit and the lights extend to approximately 27' high. The closest of the proposed locations is approximately 175' from the property line and approximately 280' from the nearest residence (west across Delmar), and more than 300' from most other residences. Additionally, further to the south on Delmar and north across 75th Street is partially screened from this area by grades between the street and the field.

Specific lighting plans, and this particular exception to the lighting standards, require a site plan reviewed by the planning commission. The following are the site plan review criteria, supplemented with the specific lighting standards where applicable:

A. Generally.

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

Mr. Brewster said that the applicant had proposed only using the lights in limited situations when the health and safety of student athletes could be at risk based on KSHSAA policies. The proposed lighting is a significant distance from the perimeter of the property, and light levels and sound levels from the generators appear to be within industry standards and comparable to city ordinances measuring both light and noise. Additionally, the temporary and mobile nature of the proposed plan could allow for adjustments in the use of the equipment, should lighting or noise have any unexpected impacts beyond what the ordinance or limited exceptions would allow. Further, the applicants proposed use of the lights would be limited to the lower field area, between the hours of 5:40 a.m. and 7:40 a.m., and only to facilitate practices on days that exceed heat conditions during normal practice hours according to the KSHAA policy (likely in August and September).

B. Site Design and Engineering.

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

No specific changes to access and parking are proposed with this plan. The proposed lighting units are mobile and temporary, powered by their own generator and engines and do not require any utility connections.

C. Building Design.

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

There are no building plans associated with this plan.

D. Landscape Design.

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

Mr. Brewster stated that the proposed equipment is mobile and temporary and is not significantly different than other accessory equipment commonly used by the school for operations and co-curricular activities. Therefore, no specific site design, landscape, or screening is required. However, it is anticipated that due to the temporary nature of this proposal lights will be lowered when not in use, and equipment will be stored in a discrete location when not in operation and removed or stored in a structure when not in season.

Mr. Brewster said that staff recommended approval of the site plan for temporary outdoor lighting at 7500 Mission Road subject to the following conditions, which matched those from the prior year:

1. The use of the lights is only to facilitate practices during heat events that limit practice in normal hours according to the KSHSAA policy
2. The anticipated use of the lights is during the following periods (although some use outside of these parameters could be permitted if meeting the overall intent of the exceptions):
 - a. Days where forecasted temperatures (or other combination of conditions) exceed 87.8 degrees or otherwise arise to the “red” or “black” conditions of the KSHSAA policy during the normal practice hours of 3:00 p.m. to 6:00 p.m.
 - b. Hours of operation are limited to morning hours between 5:00 a.m. and 7:40 a.m.

- c. Anticipated months of operation are August 18th through the end of September, although use later than that date could occur based on weather
3. The location of the lights shall be on the lower field as shown in the application, or any other locations that are at least 300' from the property lines
4. The applicant shall take all measures to direct light to the fields and away from adjacent property - particularly for any light location that is less than 300' from the property line
5. The applicant shall work with surrounding residents should any unexpected impacts of noise or lighting occur - particularly those that could exceed the light standard of the ordinance at the property lines or noise level according to the noise ordinance, including other reasonable limitations on the location, operation of facilities, or direction and performance of the lighting units.
6. The equipment be stored out of sight from surrounding property or removed from the site in prolonged periods of non-use (i.e., out of season), and lowered and located to minimize visibility from adjacent property in other non-operational periods (i.e., days not needed during season).

Kent Glaser, Director of Athletics and Activities with the Shawnee Mission School District, and Ryan Johnson, Shawnee Mission East High School Athletics Director were present to discuss the application. Mr. Glaser noted that only one complaint about the lighting had been received in 2024 from a resident to the north on 75th Street across from the field. Both he and Mr. Johnson spoke to the resident and adjusted the lighting to the resident's satisfaction. He added that the lighting was used a total of six times in 2024 due to heat.

Mr. Wolf asked whether the applicant would need to request approval annually from the planning commission. Mr. Brewster stated that the planning commission could choose to allow staff to approve future applications if conditions remained the same and no complaints were received.

Mr. Valentino made a motion to approve the application with the conditions listed, as well as adding a seventh condition noting that city staff may authorize the use of the lighting system in future years without requiring additional planning commission approval. The motion was seconded by Mr. Birkel and passed 5-0.

PC-25-8 Site plan - exception for exposed foundation
7900 Canterbury Street
Zoning: R-1A
Applicant: Whitney Coulas

Mr. Brewster said that the applicant was requesting an exception to the exposed foundation limits of the neighborhood design standards in Section 19.06.025.(e), and to build an addition that extends the current condition with an exposed foundation over 24" above grade. The proposed plan includes a two-story addition to the rear lower portion of a split-level house. The south elevation of the home has a two-story profile and includes a garage on the lower level and living areas on the upper level. The lower level is a "foundation" in that it extends to the entire portion of the structure including the single-

story living portion of the split-level to the north. The south elevation is exposed CMU block on the lower level and board and batten siding on the upper level. Each is painted in a scheme that matches all other materials on the building, including painted brick on the front elevation. The plan extends this same two-story elevation approximately 10' to the rear of the home.

Mr. Brewster noted that Section 19.06.025.(e) of the neighborhood design standards included the following regarding foundations:

4. Any elevation that has more than 24" of foundation exposed due to grade changes shall cover the foundation by extending the siding to within 24" of finished grade, or by covering the foundation with decorative materials such as stone or brick that compliments the principal materials of the building.

The design objective of this standard is to give a finished look to all visible elevations, and this standard exists within an entire subsection on foundations that has the intent of maintaining the scale and mass of two-story homes by limiting either "grading up" to gain additional habitable space on lower levels or raising the overall profile of homes with greater exposed foundations. Neither is the case in this situation.

Mr. Brewster stated that there was no effort to raise the profile of the home, and that split-level homes do the opposite by blending single-story elements with two-story habitable spaces. Additionally, the portion of the existing house and proposed addition with the exposed foundation material would be painted to coordinate the design with the overall appearance of the house. A final grading plan had not been completed, but will be addressed through permitting; however, the grade and orientation of the house results in a comparable or less extent of foundation being exposed, and this portion of the lot is not prominently visible from the streetscape and adjacent areas.

All other components of the proposed plan meet the development and neighborhood design standards, or will be confirmed to meet those standards through permitting.

The proposed exception is justified based on the following:

- It is a continuation of an existing condition, compatible with the overall design of the existing home
- The plan and exception meet the intent of the design standards
- The application involves a split-level home which presents different design and foundation issues than other typical model homes

Section 19.06.025.(f). provides that the planning commission may grant exceptions to any of the Neighborhood Design Standards, including the foundation standards, subject to the site plan process. It includes the following criteria relevant to this specific application:

3. The placement and orientation of the main mass, accessory elements, garages and driveways considers the high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and abutting lots

4. Any exception affecting the design and massing of the building is consistent with the common characteristics of the architectural style selected for the building
6. The exception will equally or better serve the design objectives stated in Section 19.08.025.A and the intent stated for the particular standard being altered

In this case, the design objectives relevant to this exception include:

3. Reinforce the existing scale and patterns of building in neighborhoods for new construction
4. Manage the relationship of adjacent buildings and promote compatible transitions
6. Locate and orient buildings to maintain the existing grade of the street, block and lot frontages and design them in a manner that reduces the perceived massing from the streetscape and abutting lots

Additionally, the building foundation section also has the following criteria for exceptions to the foundation standards:

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

Mr. Brewster said that all of the above design objectives and criteria were applicable to this case, and the application demonstrated consistency with the exception criteria. The proposed home will meet all other applicable design standards.

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

1. The exception is limited to the plans included in the application
2. The applicant receives all further necessary permits from public works and the building official demonstrating compliance with all other applicable standards

Applicant and property owner Whitney Coulas was present to discuss the application.

Mr. Herron asked what would be placed in the expanded CMU area under the main floor. Ms. Coulas said that it would be an unfinished area used for storage. She added that she wished to use CMU on the addition to maintain the appearance of the existing home by using the same material.

Ms. Brown made a motion to approve the application with the conditions listed. The motion was seconded by Mr. Birkel and passed 5-0.

PC-25-10

Site plan review for a fence/wall with an exception
8714 Mission Road
Zoning: R-1A
Applicant: Matthew Browne

Mr. Brewster said that the applicant was applying for a fence/wall exception to construct a perimeter fence, including around the front yard, which did not meet the front yard fence standards. The property is a large corner lot on the southwest side of Mission Road and Alhambra Street. The lot generally fronts Mission Road but has a slight corner orientation to both streets. In this configuration, the front yard includes all of the Mission Road lot line, a large portion of the Alhambra Street lot line, and a smaller portion of the shared lot line of the abutting lot to the south. He noted that zoning regulations only allowed decorative fences in the front yard that are limited to 10' from the right-of-way line and 2.5' in height.

Mr. Brewster said that the fence standards in Section 19.44.025 applied to this property, and the following specific section is the subject of this application:

b. Design.

4. Decorative Fences. Decorative fences shall be designed so they are at least 50 percent open and do not exceed two and a half feet in height. Split rail and wrought iron fences are examples of this type of fence

c. Location.

1. Fences located in the front yard are limited to decorative fences no closer than ten feet from the street right-of-way line
2. Fences located on the side street of a corner lot shall be on private property and at least 18" from any public sidewalk, whichever is greater, except that if an adjacent lot faces the side street, the fence shall be setback from the right-of-way line a distance of 15' or not less than one-half the depth of the front yard of an adjacent building, whichever is the greater setback

The proposal is for an exception to authorize a fence that would be 5' in height and 18" from the public sidewalk on Mission Road. This requires exceptions to two standards: the requirement that front fences be "decorative" and only 2.5' high and the requirement that front fences be 10' from the front property line. The fence is proposed to be 10' from the curb on Alhambra Street, which requires exceptions to the same two standards for the portion that is considered in the front yard (in front of the extended front building line) and requires an exception to the street-side fence standards for the remainder portion along Alhambra Street (15' from right-of-way or at least 50% of the adjacent houses' front setback, whichever is greater).

Mr. Brewster said that the intent of the applicable fence standards was to protect the front yard and streetscape views of lots along streetscapes and to preserve the ability to reasonably screen property from adjacent lots and other private areas. The street-side standards anticipate fences that are "privacy fences", typical of rear yards and guarding against a situation in which a rear yard fence could impact the front yard and/or streetscape view when abutting lots face the side street.

The following factors affect this situation:

- The lot is a unique circumstance due to (a) a corner situation; (b) large lot and corner orientation with an extensive “front yard” limiting allowed perimeter fence designs; and (c) fronting on a busy street
- The fence maintains an ornamental design and is highly transparent despite the location and height exceptions
- The ornamental design and open profile does not negatively impact any streetscape views or the views of public streetscapes from adjacent property
- There are instances of similar fence arrangements on nearby property, including the two opposite this house on Alhambra Street

In addition to the site plan review criteria, the following are the specific criteria the planning commission shall consider for exceptions to the fence standards:

- Results in a design that is more compatible
- Provide better screening
- Provides better storm drainage management
- Provides more appropriate utilization of the site

The proposal impacts all of these except the stormwater criteria. The proposed fence location will allow better utilization of the site based on the corner location, orientation of the house, and preserve views of the streetscape. The ornamental and open nature of the proposed fence meets the intent of the standards.

Mr. Brewster said that staff recommended approval of the site plan with the exception to the fence/wall height based on the above factors affecting this proposed application, subject to the following:

1. The fence along Mission Road be located on private property and at least 18” from the public sidewalk
2. The fence along Alhambra be located the greater of 1’ on private property or 10’ from the curbline
3. That Prairie Village code officials stake these permitted locations in accordance with the fence permit and prior to construction

Mr. Herron stated that he felt the proposed location of the fence on Mission Road was too close to the existing sidewalk. He noted the property to the north had a similar fence that was several feet away from the sidewalk. Mr. Valentino and Ms. Brown agreed that the fence should be pushed back on the property to provide more space for pedestrian safety. Mr. Birkel added that there should be a proportional distance between the height of the fence and the distance from the sidewalk.

Applicant and property owner Matthew Browne was present to discuss the application. He noted that he was requesting the fence for the safety of his children and pets in the

yard, due to its proximity to Mission Road. He added that he was comfortable with the fence being located farther from the sidewalk.

Ms. Brown suggested that condition #1 be modified to place the fence at least 5' from the sidewalk rather than 18". All commissioners and the applicant agreed to the change.

Ms. Brown made a motion to approve the application with the conditions listed, but with the amended first condition requiring a distance of at least 5' from the public sidewalk. The motion was seconded by Mr. Herron and passed 5-0.

OTHER BUSINESS

Amendments to planning commission bylaws regarding meeting times and remote participation

Ms. Lee said that the agenda item was a follow-up to the discussion that took place at the April 1 planning commission meeting, at which time staff recommended moving the start time of planning commission meetings from 7:00 p.m. to 6:00 p.m. on the first Tuesday of every month. She noted that if applications to the board of zoning appeals are to be considered, the board meeting will begin at 6:00 p.m., and the planning commission meeting will begin immediately after its conclusion.

Additionally, text was added to the following two sections of the bylaws regarding remote participation by both commission members and applicants:

Article 4, Section 1:

"In-person meeting participation is preferred and encouraged. However, in certain circumstances, such as illness or travel, commission members may attend meetings via remote participation. If situations arise in which inclement weather may impact the ability for commission members to travel to the municipal building safely, the Chair, at their discretion, may call for a meeting to be held entirely remotely. In such cases, city staff will provide a space in the municipal building for the public to watch the meeting via livestream."

Article 5, Section 11:

"Applicants may attend the meeting via remote participation if they reside outside of the Kansas City metropolitan area, and/or if travel would be burdensome."

Ms. Lee noted that if the commission approved the changes, Council Policy 001, which listed the meeting start time would also need to be amended and approved by the city council.

Mr. Wolf suggested that applicants should be required to let staff know in writing prior to the meeting if they would be joining remotely. Ms. Lee stated that she and Mr. Geffert would discuss methods to ensure that communication with applicants included this requirement.

Mr. Valentino made a motion to approve the amendments to the bylaws as presented. The motion was seconded by Mr. Birkel and passed 5-0.

ADJOURNMENT

With no further business to come before the commission, Mr. Wolf adjourned the meeting at 8:01 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Prairie Village Jazz Fest 2025
Committee Meeting
Tuesday June 24, 2025, 5:30 p.m.
Multipurpose Room

Attendees

J.D. Kinney	Special Events Coordinator, Committee Chair
Elissa Andre	Marketing Chair
Mary Ann Watkins	Member at Large
Dave Hassett	Food and Beverage Chair
Amanda Hassett	VIP Hospitality Chair
Scott Tschudy	Member at Large
Will Fisher	Member at Large
John Wilinski	Backstage Chair
Mike Polich	Rented Infrastructure Chair
Kyle Vanlanduyt	Master of Ceremonies

Committee Chair's Report

No update

Talent

All professional musical acts are contracted and deposits have been paid

F&B

Ragusa's, Eat Schmidt, The Mad Greek, Marigolds and Polar Oasis have completed and signed contracts. Hungry hatch and Butterfluff agreements pending.

Ice Hut will have ceased operations by September unless they find a new spot to set up business. Dave Hassett has contacted KC Ice.

Discussed adding Queen of Acorns to the beverage tent area. Need to talk more about revenue sharing proposal, liquor license and city ordinance considerations, and compostability of service items.

Discussion with Travis at Crawford Distributors scheduled for July.

Need to begin laying out proposed site map of the Harmon Playground Parking Lot for food trucks.

Stage/Technical

Musical act contacts shared with Jim Barnes so Aching Backline can accommodate any specific requests not otherwise provided in the standard contract.

Infrastructure

Tents, tables and chairs order through AAA Rental will be issued in July.

Mike Polich to investigate and recommend a vendor to rent a utility vehicle for 2025 to augment the one provided by Public Works for set-up and tear-down.

Marketing

Lineup fans pending final creative approval. All musical acts have seen the design and approved.

Yard signs pending final creative approval.

Elissa to design posters, handbills and Village Voice layout using basic fan design plus photos from Glamour Profession due mid July.

Target date for first distribution of fans is KU Kickoff August 8 at Corinth Square.

Park vinyls will be refreshed for 2025. JD to work with Ashley on a design and forward to Elissa for review.

Volunteers

Volunteers needed for the VIP tent

Ask volunteers to bring a refillable water bottle, as water will be distributed via 5 gallon dispenser rather than individual water bottles.

City Committees/Exhibitor Tents

No update

The next JazzFest Committee meeting is scheduled for Tuesday July 22, 2025.

The meeting concluded at 6:25 p.m

Respectfully submitted: JD Kinney

VillageFest 2025

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday, June 26, 2025 5:30PM - 6:15PM
Attendees	• Amber Fletcher • JD Kinney • Alaina Wilby • Inga Selders • Toby Fritz • Steve Meyer • Ted Fritz • Nancy Stoms

Discussion Notes	
Pancake Breakfast	• Card terminals have been received and are charged. They were tested and are working. • Starbucks is donating 4 gallons of coffee.
Patriotic Program	• Kristy Lambert has been confirmed for singing the National Anthem. • City and local political leaders have been invited.
Spirit Awards	• Draft comments for Community Spirit Awards have been received and are being reviewed.
KS National Guard History Museum	• SFC Lusby will be bringing a Bradley Fighting Vehicle. They are scheduled to arrive with it on a flatbed with 2 escort vehicles about

and Display	7:30am on July 4. They will unload the vehicle in the SME parking lot and drive it front here to its spot at VillageFest.
History Display	• Will most likely be similar to last year.
Vendors and Exhibitors	• Renewal by Anderson has paid their exhibitor fee.
Live Entertainment	• Fun services will do a site visit to map out mechanical and inflatable attractions before delivery July 2-3. • AAA Rental to build petting zoo tents on July 2. • Prairie Village PD will be doing a K9 demo with Blitz at 11:45am
Pie Contest	• 26 pie submissions as of 6/25. • Kodak phone photo printer purchased to augment Polaroid instant photo camera to help speed up pie submission process.
Giveaways	• Candy has been purchased.
Infrastructure	• Ongoing meeting with Public Works to review site needs. • Underground line survey underway for area where petting zoo will go. • Parking permissions secured from all neighbors.
Info Tent	• Inga will staff it from 9-10 • Amber/Alaina will staff remainder of time
Marketing	• Mission Road Banners - installed June 20 • Park Vinyls - installed • 75th Street banner -installed

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: July 1, 2025

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JULY PLAN OF ACTION

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

- 2nd Quarter Financial Report - Jason (07/25)
- VillageFest - Meghan/JD/Staff (07/25)
- KU Kickoff Permitting - Adam (07/25)
- Additional Sustainability Items - Municipal Campus - Melissa/Keith (07/25)
- 2026 Budget Process - Jason (07/25)
 - Resolution to Exceed the Revenue Neutral Rate
 - Mission Hills Budget - Chief
- E-Bike/Scooter Regulation(s) Presentation - Chief (07/25)
- Crossing Guard Contract - Chief (07/25)
- Compost program kickoff and promotion - Meghan/Ashley (07/25)
- 2nd Quarter KORA Requests - Adam (07/25)

In Progress

- JazzFest Planning - Meghan/JD (1/25)
- PD Promotion Process - Chief (06/25)
- Annual CID Report - Jason (06/25)
- Annual statutory maintenance program - Meghan (4/25)
- Newsletter printing and mailing RFP - Ashley (11/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- 2026 Budget Process - Staff (06/25)

Completed

- Municipal Complex Project
 - City Hall LEED Level Presentation - Melissa/Keith
 - Design Development Presentation - Melissa/Keith

- Project Approval and Authorization to Issue Bonds - Jason
- VillageFest Planning - Meghan/JD (1/25)
- 2024 Audit Presentation - Jason (06/25)
- Juneteenth Celebration Event - Tim (05/25)
- First Quarter Financial Report - Jason (05/25)
- Finalize 2024 Annual Comprehensive Financial Report - Jason (05/25)
- 2026 Budget Process - Staff (06/25)
 - Council Presentation/Approval of Preliminary Budget - Jason/Nickie/Wes
 - Revenue Neutral Rate - Jason

Ongoing

- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- 75th Anniversary Preparation - Meghan/Staff (4/25)

On Hold

- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24) [Grant funding in question after Federal Executive Order]
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22) [Grant funding in question after Federal Executive Order]

Tabled initiatives

- Review & Update the City Code/Ordinances
- Review & update City Policies