

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 16, 2019
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **INTRODUCTION OF STUDENTS & SCOUTS**
- VI. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

VII. **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. Approval of the regular City Council meeting minutes - December 2, 2019
- 2. Consider approval of food composting and glass recycling pilot program agreements
- 3. Consider agreement with Berberich, Trahan & Co., P.A. to audit the City's 2019 financial statements
- 4. Consider Resolution 2019-18, approving the Prairie Village Arts Council Monthly Artist Receptions in 2020 as Special Events Promoting the Arts to allow the serving of free alcohol
- 5. Consider custodial services three-year contract
- 6. Consider bid award for plumbing services
- 7. Consider bid award for tree removal and emergency services
- 8. Consider bid award for weather services
- 9. Consider entering into watershed organization agreements with Johnson County Stormwater Management Program and neighboring cities
- 10. Consider Construction Change Order #1 for 2019 concrete repair program
- 11. Consider Construction Change Order #1 for 2019 residential street rehabilitation program to include ARTS0001

VIII. **COMMITTEE REPORTS**

IX. **MAYOR'S REPORT**

X. STAFF REPORTS

XI. OLD BUSINESS

XII. NEW BUSINESS

COU2019-57 Consider appointment of City Treasurer
Mayor Mikkelson

COU2019-58 Consider approval of 2020 Prairie Village Legislative Platform
Jamie Robichaud

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

Consider purchase of in-car video and body-worn camera system
Chief Schwartzkopf

XIV. ANNOUNCEMENTS

XV. 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 385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 2, 2019**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 2, 2019, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Ron Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Ted Odell. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Lisa Santa Maria, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mrs. Morehead made a motion to approve the agenda for December 2, 2019. Mr. Nelson seconded the motion, which passed 11-0.

INTRODUCTION OF STUDENTS & SCOUTS

Students from St. Teresa's Academy were in attendance as a requirement of their U.S. Government class.

PRESENTATIONS

- Co-responder introduction - Chief Schwartzkopf introduced Heather Mason, the Johnson County Mental Health co-responder for both Prairie Village and Leawood. Ms. Mason shared that a co-responder's role is to respond to mental health related calls, assess whether officers require additional care after traumatic events, and coordinate that care for as long as it is needed. Ms. Mason was hired in July 2019.
- Citizen Police Academy graduation - Sgt. Brady Sullivan stated that each fall, the Police Department hosts a ten-week Citizen Police Academy session, which meets weekly. The training includes classroom learning as well as visits to locations such as the county crime lab. Nine graduates were recognized and presented certificates.



- First Washington annual presentation - First Washington, the owners of the Prairie Village and Corinth shopping centers, provided a review of investments, improvements, renewals, new leases and community engagements in 2019. Notable improvements included the installation of EV charging stations, courtyard renovations and roof replacement at the Prairie Village shops, and on-going large-scale maintenance projects at the Corinth Shops. Numerous community engagement events, such as the Prairie Village Art Fair, KU Kickoff Event and Halloween trick-or-treating were held during the year.

PUBLIC PARTICIPATION

With no one present to address the Council, public participation was closed at 6:26 p.m.

CONSENT AGENDA

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

1. Approval of the regular City Council meeting minutes - November 18, 2019
2. Approval of 2020 Cereal Malt Beverage licenses
3. Approval of Expenditure Ordinance #2983
4. Approval of Expenditure Ordinance #2984
5. Consider renewal of Blue Valley Public Safety contract for the City's outdoor warning siren system maintenance for 2020
6. Consider renewal of Information Technology Services agreement between Johnson County DTI and the City of Prairie Village

Mr. Poling made a motion to approve the consent agenda as presented.

A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Morehead, Runion, McFadden, Odell.

COMMITTEE REPORTS

- Mrs. Myers stated that the MARC Solid Waste Management Council gave a recognition award to Laura Moore, a sixth grade teacher from Prairie Elementary School for her work as an environmental educator.

Mrs. Myers added that over 10,000 post cards were sent to City residents with a link to an online survey regarding the proposed civic center.

MAYOR'S REPORT

Mayor Mikkelson reported the following:

- The Mayor noted that the annual holiday tree lighting event was very successful



- The most recent Chamber in the Chambers music series event took place on November 29. In 2020, these concerts will be held in conjunction with art receptions.
- The Mayor and others attended the Kansas City Chamber of Commerce Dinner, where he spoke with Senator Jerry Moran and invited him to provide an update at a future Council meeting.
- The Mayor attended the annual Public Works holiday lunch the prior week, and noted that staff were preparing for snow season.
- A “Connecting for Good” breakfast will be held on Wednesday, December 4.
- A Northeast Johnson County Chamber of Commerce coffee event will take place at the Meadowbrook Events Center on December 5.
- A LEED building seminar will also be held on December 5.
- The annual Prairie Village Volunteer Appreciation Dinner will be held on December 7.
- The Prairie Village Foundation Gingerbread House Decorating fundraiser will be held on December 8.
- Lathrop and Gage will hold an annual legislative breakfast on December 11.
- The annual Shop with a Cop event will take place on December 12.
- The Northeast Johnson County Chamber’s legislative preview breakfast will be held on December 13.
- A “City Issues” legislative forum will be held on January 8.
- The Mayor noted that Moody’s had once again given the City a “Aaa” bond rating.
- The Mayor stated that former Councilmember Steve Noll had been appointed to serve on the Consolidated Fire District #2 Board of Trustees.
- The Mayor noted that Councilmember committee appointment preferences would be due at the December 16 meeting.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported that the department would be participating in a “Tip a Cop” event in partnership with the Special Olympics on December 5 at Johnny’s.

Public Works

- Mr. Bredehoeft said the second skate park community workshop would be held on Tuesday, December 10, and will give the public an opportunity to comment on current design plans.

Mr. Bredehoeft added that “sharrows”, markings indicating that vehicle traffic should share the road with bicyclists, had been installed on several City streets.

Administration

- Mr. Jordan stated the December plan of action was included in the meeting packet.

OLD BUSINESS



COU2019-47 Consider approval of items for bond sale related to the Public Works facility

Adam Pope, with Columbia Capital Management, presented information regarding the bond sale to finance the cost of constructing the new Public Works facility. Bids had been accepted earlier in the day, and FHN Financial was the winning bidder, offering \$9.89 million at a 2.89% interest rate for 30 years. Mr. Pope stated that Council would need to accept the bid, and approve both an Ordinance and a Resolution providing for the issuance of General Obligation improvement bonds as well. Kevin Wempe, with Gilmore and Bell, noted that this was the final act in the process to authorize and issue the bonds.

Mr. Nelson made a motion to approve the best bid by FHN Financial at the true interest cost of 2.891%. Mrs. Schermoly seconded the motion.

Mr. Runion stated that he would vote in opposition to the motion, instead favoring a twenty-year term with reduced interest payments.

The motion passed 8-3, with Mrs. Myers, Mr. Runion and Mr. Odell in opposition.

Mr. Wang made a motion to approve Ordinance #2412 authorizing and providing for the issuance of General Obligation bonds, Series 2019. The motion was seconded by Mr. Nelson. A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Morehead, McFadden; "nay": Myers, Runion, Odell. The motion passed 8-3.

Mr. Nelson made a motion to approve Resolution 2019-17 prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation improvements bonds, Series 2019. Mrs. Schermoly seconded the motion, which passed 8-3, with Mrs. Myers, Mr. Runion and Mr. Odell in opposition.

NEW BUSINESS

United Community Services (UCS) Presentation

Marya Shott, Director of Resource Allocation with United Community Services, gave a presentation describing the core functions of UCS and its focus on education and advocacy, mobilization and planning, and targeted resource allocation. These allocations, collected from Cities within Johnson County, are used to provide services to residents and improve the well-being of the community.

COU2019-53 Consider 2020 contribution allocation recommended by United Community Services for Human Service Fund grants



For the past several years, the City has contributed to the United Community Services (UCS) Human Service Fund. The fund helps support local non-profit agencies. The 2020 budget has designated \$8,300.00 for this contribution. Funding is included in the 2020 budget for the Parks and Community Programs.

Mrs. Myers made a motion to approve the recommendations of the UCS Grant Review Committee contained in the 2020 Human Service Fund Recommendation Report and a contribution to UCS of \$8,300. Mr. Nelson seconded the motion, which passed 11-0.

COU2019-54 Consider 2020 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 1010 Alcohol Tax funds

State Statutes require that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol or drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County formed a grant review process that provides a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions. The Council makes recommendations to cities for the expenditure of their funds. The City has the ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. Funding is included in the 2020 budget for the Parks and Community Programs.

Mrs. Myers made a motion to approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$40,000 from the 2020 Parks & Community Programs Budget. Mrs. Morehead seconded the motion, which passed 11-0.

COU2019-55 Consider design agreement with Affinis Corporation for the design of the 2019 Residential Street Program

Mr. Bredehoeft stated that the agreement was for the design of the 2020 street program, which will include paving projects at up to 16 different locations. He added that the repaving of State Line Road would need to be coordinated with Kansas City, Mo., and would likely be completed in 2021.

Mrs. Morehead made a motion to approve the agreement in the amount of \$149,380.00. Mrs. Myers seconded the motion, which passed 11-0.

COU2019-56 Consider final project costs for Wassmer Park and Porter Park, BG080001



Mr. Bredehoeft stated that the change order included increased costs related to sod installation and irrigation costs at both parks. Additionally, hookup fees paid to Johnson County Wastewater were higher than originally anticipated.

Mrs. Myers made a motion to approve the additional project funds totaling \$95,375.00. Mr. Nelson seconded the motion, which passed 11-0.

Consider approval of the 2020 Prairie Village Legislative Platform

The Mayor noted that it is important for the Council to reach a consensus on this item for a platform to move forward. If the governing body cannot reach a consensus, it will likely be brought back to a future meeting.

Mr. Herring made a motion to postpone debate until the December 16 meeting, when the full Council was present. Mr. Poling seconded the motion, which passed 9-2, with Mrs. Schermoly and Mr. Wang in opposition.

COUNCIL COMMITTEE OF THE WHOLE

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

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

With no further business to come before the City Council, Mayor Mikkelson declared the meeting adjourned at 7:36 p.m.

Adam Geffert
City Clerk



ADMINISTRATION

Council Meeting Date: December 16, 2019
CONSENT AGENDA

Consider Approval of Agreement with Compost Collective KC for curbside food compost pickup pilot program from February 1, 2020 - July 31, 2020

Consider Approval of Agreement with GlassBandit for curbside glass pickup pilot program from February 1, 2020 - July 31, 2020

Consider Approval of an Addendum to the Solid Waste and Recycling Services Agreement with Republic Services for a curbside food compost pickup pilot program from February 1, 2020 - July 31, 2020

BACKGROUND:

The Council Committee of the Whole approved the proposed pilot program for curbside glass and food compost pickup at the November 18, 2019 meeting. The terms agreed to in that meeting are included in the attached agreements and include the following terms:

- Program Dates: February 1, 2020 - July 31, 2020
- GlassBandit will offer bi-weekly pickup to 198 homes selected in all 6 wards. This includes a bin provided by the vendor. The cost is \$2 per house per month plus a \$7 bin deposit per house, for a total cost of \$3,762 for 6 months.
- Compost Collective KC will offer curbside compost pickup bi-weekly to 94 homes selected in Wards 1, 2, and 3. This includes a bin provided by the vendor. The cost is \$10.00 per house per month plus an \$8 bin deposit per house, for a total cost of \$6,392 for 6 months.
- Republic will offer curbside compost pickup weekly to 104 homes in Wards 4, 5, and 6. This does not include a bin provided by the vendor. The food compost can be integrated directly with the yard waste or placed in a bucket with a liner at the curb. The total cost is \$13.00 per house per month for a total cost of \$8,112 for 6 months.

If approved, the pilot program will be rolled out as follows:

- December 16: City Council approves contracts with vendors for pilot program
- December 17 - 23: City staff writes and sends letters to selected households with information about the pilot program
- January 10: Deadline for households to opt out of participating
- January 20 - 24: Bins get delivered to participating households
- February 3 - 7: Collection begins
- May 1 - 31: City staff distributes surveys to all households selected to participate
- June/July: Staff provides survey results; City Council considers citywide program as a 2021 budget decision package
- July 31: Pilot program ends
- August/September: Staff issues RFP for citywide program if Council votes to move forward during the 2021 budget process.

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: December 12, 2019

COMPOSTING SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Prairie Village, Kansas, a municipal corporation, (hereafter “City”) and Compost Collective KC, LLC (hereafter “Recycler”), effective this 16th day of December, 2019.

RECITALS

WHEREAS the City has expressed its commitment to pilot a curbside food compost recycling service;

WHEREAS, the City desires to enter into an agreement for the temporary provision of professional services for the collection and transportation of food waste to Missouri Organic or similar collection site for randomly-selected residential households within its City limits;

WHEREAS, Recycler already provides food compost and transportation services to various residents within Prairie Village; and

WHEREAS, Recycler desires to perform such professional services for the City.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and Recycler agree as follows:

AGREEMENTS

1. **Services.** Recycler shall operate and manage a pilot program for the collection of food compost materials at the addresses listed in Exhibit A as follows:
 - A. Recycler shall collect and remove all food waste materials which are segregated in “Compost Collective KC” buckets and placed on or adjacent to City sidewalks or other designated collection locations.
 - B. Recycler shall transport the collected recyclable materials to a material processing facility or appropriate collection site.
 - C. Recycler shall dispose of this material in compliance with Kansas State law and with the intention for which the materials are being collected. Under no circumstance shall recyclable material be discarded in a landfill.
 - D. Recycler shall handle all customer service, complaints, and comments regarding the services provided and shall provide a direct phone number and email address to the City for distribution to residents.
 - E. The parties acknowledge that from time-to-time a resident may lose or otherwise destroy the buckets supplied by the Recycler. Recycler shall assume responsibility for reasonable replacement of lost or destroyed buckets during the term of this Agreement.

2. **Buckets.** Recycler shall provide 5 gallon buckets “buckets” with lid to each participating residential household. The City shall pay a deposit of \$8 for each bucket provided. The buckets shall be and shall remain property of the Recycler. The Recycler shall be responsible for replacing, at reasonable levels, any buckets that are damaged as a result of use by any City resident. Should the City choose not to continue the food composting program at the end of the pilot program, the Recycler shall collect the buckets and return half of the initial deposit amount to the City. The City will work with the Recycler to notify residents to put the buckets out to be collected by the Recycler.

3. **Time of Collection.** Recycler shall collect food waste materials bi-weekly on every other trash day, weather permitting. However, where a holiday impacts this schedule, the pickup day will be on the day following the regular pickup schedule. The City shall inform all residents to place the buckets at their curbside or other designated pickup area no later than 7:00 AM on pickup days and should be collected by the Recycler at or after the hour of 7:00 AM each day, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the City due to extreme weather conditions or other extenuating circumstances.

4. **Payment.** The City shall pay the Recycler ten dollars and no cents (\$10.00) monthly for each participating residence under the terms of this agreement. This payment shall be made to the Recycler within one month of receipt of invoice. Recycler will only bill for participating households who did not opt out of the program by January 10, 2020.

5. **Independent Contractor.** Both parties understand that Recycler, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither party shall represent that it or its agents, employees, or independent contractors are agents or employees of the other party, nor shall either party make any representations on behalf of the other without the other party’s prior written consent.

6. **Term of this Agreement.** The term of this Agreement shall be from December 16, 2019 through July 31, 2020, with the recycling collection beginning the first week of February of 2020 through July 31, 2020, subject to the provisions of Paragraph 7.

7. **Termination.** The City may terminate this Agreement at any time in the event of a material breach by the Recycler not cured within thirty (30) days of receipt of notice by the City. Upon termination, Recycler shall collect its buckets from residents at a time designated and agreed to by the City and Recycler. The City and Recycler can terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

8. **Safety and Accidents.** Recycler shall comply with all laws and industry safety standards applicable to the services provided hereunder. Recycler shall perform the work in full compliance with applicable federal, state, and City regulations, and shall assume sole and complete responsibility during the course of completion of the assignment for the safety of Recycler’s employees, agents or contractors. If death or serious injury occurs in connection with

the performance of this Agreement, Recycler shall immediately notify the City Administrator by phone.

9. **Insurance.** Recycler shall maintain for the duration of this Agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Kansas and that meet the following requirements:

a. Workers' Compensation – Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;

b. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

c. Commercial Automobile Liability for bodily injury and property damage with limits of
not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

10. **Insurance Certificates.** Before Recycler performs any portion of the services agreed upon, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Recycler agrees to maintain the insurance required by this Article for the duration of this agreement.

11. **Waiver of Subrogation.** Insurance coverage (except commercial automobile liability) shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers, and employees.

12. **Non-Assignment.** Recycler shall not assign, transfer or convey this Agreement or its rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event the Recycler attempts to assign, transfer, convey or otherwise alter this Agreement or its rights, duties, or obligations hereunder or any party thereof without the prior written consent of the City, the City may, at its option, terminate this Agreement immediately.

13. **Indemnification and Liability.** Recycler agrees to indemnify and defend the City, its officers, employees, agents, and servants, from and against any and all liability, claims, demands, actions, suits, or losses, including reasonable attorneys' fees and defense costs, arising or resulting from negligent acts, errors, or omissions of the Recycler. IN NO EVENT SHALL RECYCLER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, THIRD PARTY CLAIMS (OTHER THAN AS SET FORTH IN THE PRECEDING SENTENCE), CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT RECYCLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Recycler, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and

enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

15. **Governing Law.** This Agreement is entered into and is to be performed in the State of Kansas. City and Recycler agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

16. **Warranties.** The City makes no warranty express or implied, regarding the recyclable materials which are the subject of this Agreement. Specifically, whether the recyclable materials are fit for any particular purpose. Other than Recycler's obligation to deliver the collected materials to a material processing facility or other appropriate collection site, Recycler assumes no responsibility for the proper disposal or recycling of the collected materials.

17. **Notices.** All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid, and addressed to the parties as follows:

City of Prairie Village
Attention: City Administrator
7700 Mission Rd
Prairie Village, KS 66208

Compost Collective KC
c/o Meredith McAllister
6320 Brookside Plaza #281
Kansas City, MO 64113

18. **Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

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

20. **Amendment.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

21. **Entirety.** This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SO AGREED

The City of Prairie Village, Kansas

By: _____
Eric Mikkelson, Mayor

Date: _____

COMPOST COLLECTIVE KC

By: _____
[Name]

Date: _____

ATTEST:

By: _____
Adam Geffert, City Clerk

Date: _____

APPROVED AS TO FORM BY:

By: _____
David Waters, City Attorney

Date: _____

EXHIBIT A

PILOT PROGRAM COLLECTION ROUTES

Ward 1: 70th St & Birch St between 69th Ter and 70th Ter - 34 homes - Monday Pickup

Ward 2: 76th Pl & 77th St between Lamar and Colonial - 33 homes - Thursday Pickup

Ward 3: High Dr between 71st Ter and 74th Ter - 27 homes - Wednesday Pickup

RECYCLING SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Prairie Village, Kansas, a municipal corporation, (hereafter “City”) and GlassBandit LLC (hereafter “Recycler”), effective this 16th day of December, 2019.

RECITALS

WHEREAS the City has expressed its commitment to pilot a curbside glass recycling service;

WHEREAS, the City desires to enter into an agreement for the temporary provision of professional services for the collection and transportation of glass products to a glass recycling facility or collection site for randomly-selected residential households within its City limits;

WHEREAS, Recycler provides glass collection and transportation services to various residents within Prairie Village; and

WHEREAS, Recycler desires to perform such professional services for the City.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and Recycler agree as follows:

AGREEMENTS

1. Services. Recycler shall operate and manage a pilot program for the collection of glass recyclable materials at the addresses listed in Exhibit A as follows:

- A. Recycler shall collect and remove all glass recyclable materials which are segregated in “GlassBandit” recycling bins and placed on or adjacent to City sidewalks or other designated collection locations.
- B. Recycler shall transport the collected recyclable materials to a material processing facility or appropriate collection site.
- C. Recycler shall dispose of this material in compliance with Kansas State law and with the intention for which the materials are being collected. Under no circumstance shall recyclable material be discarded in a landfill.
- D. Recycler shall handle all customer service, complaints, and comments regarding the services provided and shall provide a direct phone number and email address to the City for distribution to residents.
- E. The parties acknowledge that from time-to-time a resident may lose or otherwise destroy the bins supplied by the Recycler. Recycler shall assume

responsibility for reasonable replacement of lost or destroyed bins during the term of this Agreement.

2. Bins. Recycler shall provide a recycling bin (“bins”) to each participating City resident. The City shall pay a deposit of \$7 for each recycling bin provided. The recycling bins shall be and shall remain property of the Recycler. The Recycler shall be responsible for replacing, at reasonable levels, any bins that are damaged as a result of use by any City resident. Should the City choose not to continue the glass recycling program at the end of the pilot program, the Recycler shall collect the bins and return half of the initial deposit amount to the City. The City will work with the Recycler to notify residents to put the bins out to be collected by the Recycler.

3. Time of Collection. Recycler shall collect glass recyclable materials bi-weekly on every other trash day, weather permitting. However, where a holiday impacts this schedule, the pickup day will be on the day following the regular pickup schedule. The City shall inform all residents to place the bins at their curbside or other designated pickup area no later than 7:00 AM on pickup days and should be collected by the Recycler at or after the hour of 7:00 AM each day, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the City due to extreme weather conditions or other extenuating circumstances.

4. Payment. The City shall pay the Recycler two dollars and no cents (\$2.00) monthly for each participating residence under the terms of this agreement. This payment shall be made to the Recycler within one month of receipt of invoice. Recycler will only bill for participating households who did not opt out of the program by January 10, 2020.

5. Independent Contractor. Both parties understand that Recycler, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither party shall represent that it or its agents, employees, or independent contractors are agents or employees of the other party, nor shall either party make any representations on behalf of the other without the other party’s prior written consent.

6. Term of this Agreement. The term of this Agreement shall be from December 16, 2019 through July 31, 2020, with the recycling collection beginning the first week of February of 2020 through July 31, 2020, subject to the provisions of Paragraph 7.

7. Termination. The City may terminate this Agreement at any time in the event of a material breach by the Recycler not cured within thirty (30) days of receipt of notice by the City. Upon termination, Recycler shall collect its bins from residents at a time designated and agreed to by the City and Recycler. The City and Recycler can terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

8. Safety and Accidents. Recycler shall comply with all laws and industry safety standards applicable to the services provided hereunder. Recycler shall perform the work in full compliance with applicable federal, state, and City regulations, and shall assume sole and complete responsibility during the course of completion of the assignment for the safety of Recycler's employees, agents or contractors. If death or serious injury occurs in connection with the performance of this Agreement, Recycler shall immediately notify the City Administrator by phone.

9. Insurance. Recycler shall maintain for the duration of this Agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Kansas and that meet the following requirements:

a. Workers' Compensation – Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;

b. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

10. c. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. **Insurance Certificates.** Before Recycler performs any portion of the services agreed upon, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Recycler agrees to maintain the insurance required by this Article for the duration of this agreement.

11. Waiver of Subrogation. Insurance coverage (except commercial automobile liability) shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers, and employees.

12. Non-Assignment. Recycler shall not assign, transfer or convey this Agreement or its rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event the Recycler attempts to assign, transfer, convey or otherwise alter this Agreement or its rights, duties, or obligations hereunder or any party thereof without the prior written consent of the City, the City may, at its option, terminate this Agreement immediately.

13. Indemnification and Liability. Recycler agrees to indemnify and defend the City, its officers, employees, agents, and servants, from and against any and all liability, claims, demands, actions, suits, or losses, including reasonable attorneys' fees and defense costs, arising or resulting from negligent acts, errors, or omissions of the Recycler. IN NO EVENT SHALL RECYCLER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, THIRD PARTY CLAIMS (OTHER THAN AS SET FORTH IN THE PRECEDING SENTENCE),

CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT RECYCLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

15. Governing Law. This Agreement is entered into and is to be performed in the State of Kansas. City and Recycler agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

16. Warranties. The City makes no warranty express or implied, regarding the recyclable materials which are the subject of this Agreement. Specifically, whether the recyclable materials are fit for any particular purpose. Other than Recycler's obligation to deliver the collected materials to a material processing facility or other appropriate collection site, Recycler assumes no responsibility for the proper disposal or recycling of the collected materials.

17. Notices. All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid, and addressed to the parties as follows:

City of Prairie Village
Attention: City Administrator
7700 Mission Rd
Prairie Village, KS 66208

GlassBandit LLC
c/o Jamie Arnold
2909 West 51st Street
Westwood, Ks. 66205

18. Waiver. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

19. Successors and Assigns. The City and the Recycler each is hereby bound and the partners, successors, executors, administrators, legal representatives, and assigns of the City and

the Recycler are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives, and assigns of such other party in respect of all covenants and obligations of this Agreement.

20. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

21. Entirety. This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SO AGREED:

The City of Prairie Village, Kansas

By: _____
Eric Mikkelson, Mayor

Date: _____

GLASSBANDIT LLC

By: _____
[Name]

Date: _____

ATTEST:

By: _____
Adam Geffert, City Clerk

Date: _____

APPROVED AS TO FORM BY:

By: _____
David Waters, City Attorney

Date: _____

EXHIBIT A
PILOT PROGRAM COLLECTION ROUTES

- Ward 1: 70th St & Birch St between 69th Ter and 70th Ter - 34 homes - Monday Pickup
- Ward 2: 76th Pl & 77th St between Lamar and Colonial - 33 homes - Thursday Pickup
- Ward 3: High Dr between 71st Ter and 74th Ter - 27 homes - Wednesday Pickup
- Ward 4: Linden Dr & Briar St between 83rd & Rosewood - 36 homes - Thursday Pickup
- Ward 5: Linden Ln & Cedar Ln between Somerset and 90th - 32 homes - Tuesday Pickup
- Ward 6: Rainbow & High Dr between 75th and Booth - 36 homes - Friday Pickup

**FIRST ADDENDUM TO THE RESIDENTIAL SOLID WASTE & RECYCLING
SERVICES AGREEMENT DATED SEPTEMBER 8, 2016**

This Addendum to Agreement is made this 16th day of December, 2019 by and between the City of Prairie Village, Kansas, a Kansas municipal corporation (hereinafter "City") and Allied Services, LLC d/b/a Allied Waste Services of Kansas City // Republic Services of Kansas City, (hereinafter "Contractor").

WHEREAS, on September 8, 2016, the City entered into the current Solid Waste and Recycling Services Agreement (hereinafter "Agreement") with the Contractor;

WHEREAS, Contractor already provides yard waste collection and transportation services to residential households within Prairie Village;

WHEREAS, the City has expressed its commitment to pilot a curbside food compost recycling service;

WHEREAS, the City desires to enter into an agreement for the temporary provision of professional services for the collection and transportation of food waste for randomly-selected residential households within its City limits to be integrated with the weekly yard waste pickup for selected households;

WHEREAS, Contractor desires to perform such professional services for the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed by the parties that the Contract shall be amended as follows:

1. Contractor shall operate and manage a pilot program for the collection of food compost materials at the addresses listed in Exhibit A from February 1, 2020 through July 31, 2020 as follows:
 - A. Contractor shall provide weekly collection and removal of all food waste materials which are placed at the curb either integrated into the resident's existing yard waste or placed in a bucket no larger than 8 gallons with a compostable liner.
 - B. Contractor shall transport the collected materials to a material processing facility or appropriate collection site.
 - C. Contractor shall dispose of this material in compliance with Kansas State law and with the intention for which the materials are being collected. Under no circumstance shall recyclable material be discarded in a landfill.
2. The City shall pay the Contractor thirteen dollars and fifty cents (\$13.50) per month for each home selected to participate in the pilot program.A under the terms of this Addendum. This payment shall be paid to the Contractor within one month of receipt of invoice.
3. The pilot program will begin the first full week of February in 2020 and will end during the last week of July 2020. The City and Contractor may terminate this

Addendum for any reason upon thirty (30) days written notice to the other party.

4. The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the 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.
5. All other provisions and terms contained within the Agreement shall continue in applicability and force. As appropriate, the Contractor shall renew or maintain any required bond and insurance requirements and provide to the City sufficient evidence to the same.
6. This Addendum to Agreement was approved by the Governing Body of the City of Prairie Village on the 16th day of December, 2019.

IN WITNESS WHEREOF, the parties have hereunder set their hands.

The City of Prairie Village, Kansas

Republic Services of Kansas City

By: _____
Eric Mikkelson
Mayor

By: _____
Name: _____
Title: _____

ATTEST TO:

Adam Geffert
City Clerk

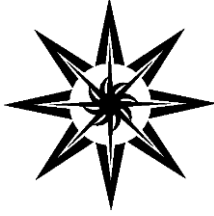
APPROVED AS TO FORM:

David Waters, City Attorney

EXHIBIT A

PILOT PROGRAM COLLECTION ROUTES

Ward 4: Linden Dr & Briar St between 83rd & Rosewood - 36 homes - Thursday Pickup
Ward 5: Linden Ln & Cedar Ln between Somerset and 90th - 32 homes - Tuesday Pickup
Ward 6: Rainbow & High Dr between 75th and Booth - 36 homes - Friday Pickup



ADMINISTRATION

Council Meeting Date: December 16, 2019

CONSENT AGENDA - Consider Agreement with Berberich, Trahan & Co., P.A. to Audit the City's 2019 Financial Statements

SUGGESTED MOTION

Move that the Council approve the agreement with Berberich, Trahan & Co., P.A. to audit the City's 2019 financial statements.

BACKGROUND

KSA 75-1124 requires the City to have an annual audit. In 2016, the City issued a Request for Proposals for auditing services and selected Berberich, Trahan & Co., for the 2016 audit. The engagement is for a three (3) year contract with two (2), one (1) year options to renew. Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The firm performed the audits of the 2012 – 2018 financial statements.

Staff noted that BT& Co. services have been satisfactory. Staff recommends maintaining the services of the auditor for 2019 financial statements.

The proposed fee for the 2019 audit is \$25,440, a 2% increase over the cost of the 2018 audit (\$24,960). This agrees with the fee schedule that was submitted during the RFP process.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2019 budget for the Financial Management Program.

ATTACHMENTS: Agreement with Berberich Trahan & Co., P.A.

Prepared By: Lisa Santa Maria, Finance Director

Date: December 10, 2019



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

December 5, 2019

Mayor and City Council
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Prairie Village, Kansas's (the City's) governmental activities, each major fund, and the aggregate remaining fund information as of and for the year ended December 31, 2019, which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the "Kansas Municipal Audit and Accounting Guide." Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

3630 SW Burlingame Road, Topeka, Kansas 66611 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: blandcccpa.com



Mayor and City Council
City of Prairie Village, Kansas
Page 2

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the city council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below.
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- d. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Mayor and City Council
City of Prairie Village, Kansas
Page 3

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditors' report on the RSI or supplementary information in any document that contains supplementary information and that indicates that the auditor has reported on such RSI or supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

The city council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Berberich Trahan & Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Berberich Trahan & Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].



Mayor and City Council
City of Prairie Village, Kansas
Page 4

Because Berberich Trahan & Co., P.A. will rely on the City and its management to discharge the foregoing responsibilities, the City holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Finance Director Lisa Santa Maria. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time-to-time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.



Mayor and City Council
City of Prairie Village, Kansas
Page 5

RSM US LLP will be available to support Berberich Trahan & Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

Berberich Trahan & Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 25,440. The quoted fee for the year ended December 31, 2019 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.



Mayor and City Council
City of Prairie Village, Kansas
Page 6

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the CAFR is to consist of performing a review of the CAFR to ensure its readiness for submission.

Claim Resolution

The City and Berberich Trahan & Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Berberich Trahan & Co., P.A. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Berberich Trahan & Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Berberich Trahan & Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



Mayor and City Council
City of Prairie Village, Kansas
Page 7

Information Security – Miscellaneous Terms

Berberich Trahan & Co., P.A. is committed to the safe and confidential treatment of the City proprietary information. Berberich Trahan & Co., P.A. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide Berberich Trahan & Co., P.A. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Berberich Trahan & Co., P.A. may terminate this relationship immediately in its sole discretion if Berberich Trahan & Co., P.A. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Berberich Trahan & Co., P.A.'s client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the city council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co., P.A. and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Mayor and City Council
City of Prairie Village, Kansas
Page 8

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Stacey A. Hammond
Director

SAH:kkw
Enclosures

Confirmed on behalf of the City of Prairie Village, Kansas:

Signature

Date



ADMINISTRATION

Council Meeting Date: December 16, 2019
CONSENT AGENDA

Consider Resolution 2019-18, approving the Prairie Village Arts Council Monthly Artist Receptions in 2020 as Special Events Promoting the Arts to allow the serving of free alcohol.

BACKGROUND:

Non-profit organizations sponsoring an event promoting the arts may secure a permit to serve free alcoholic liquor or cereal malt beverages to members of the general public during the event with authorization of the local governing body by ordinance or resolution. The attached resolution covers the monthly artist receptions in 2020.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2019-18, to designate the Monthly Artist Receptions in 2020 as Special Events to Promote the Arts.

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: December 12, 2019

RESOLUTION 2019-18

WHEREAS, the Prairie Village Arts Council is a non-profit organization promoting the arts in Prairie Village through regular monthly art exhibits at the R. G. Endres Art Gallery located at 7700 Mission Road; and

WHEREAS, the Arts Council hosts an artist reception the 2nd Friday for each month in 2020 for the exhibiting artists between the hours 5:00 to 7:30 p.m. and desires to serve alcoholic and cereal malt beverages on the following dates: January 10, February 14, March 13, April 10, May 8, June 12, July 10, August 14, September 11, October 9, November 13, and December 11.

WHEREAS, the Governing Body may approve special events and exempt public areas, streets and sidewalks from the prohibitions concerning drinking or consuming of alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks;

WHEREAS, the Prairie Village Arts Council shall secure the appropriate license from the State of Kansas to sell alcoholic liquor and cereal beverages in accordance with all applicable state laws and municipal ordinances in the area designated by the Division of Alcoholic Beverage Control within the enclosed designated area during the event;

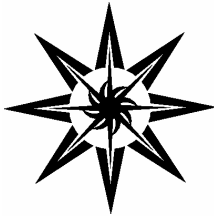
THEREFORE, BE IT RESOLVED that Prairie Village Arts Council monthly artist receptions are hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the sale and consumption of alcoholic liquor and cereal malt beverages during the specified dates and times at 7700 Mission Road.

ADOPTED BY THE GOVERNING BODY ON DECEMBER 16, 2019.

Mayor Eric Mikkelson

ATTEST:

Adam Geffert, City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/16/2019

CONSIDER CUSTODIAL SERVICES THREE-YEAR CONTRACT

RECOMMENDATION

Staff recommends City Council approve the three year contract with MC Janitorial Building Services for 2020 with renewal in 2021 thru 2022.

BACKGROUND

An RFQ for custodial services was publicly advertised and 7 companies submitted their qualifications to provide custodial services. Based on review of the submittals three firms were asked to interview. Based on the interviews two companies were asked to submit pricing. This bid is for a three year contract for the cleaning of the Municipal Building, Public Safety Center, Community Center, Public Works, Swimming Pool, Franklin Park Restrooms, Harmon Park Restrooms, Porter Park Restrooms, and Wassmer Restrooms. The bid tabulation is:

Bidder	2020	2021	2022	3 Year Total
MC Janitorial	\$75,713.00	\$75,713.00	\$75,713.00	\$227,139.00
City Wide	\$95,225.00	\$98,593.00	\$101,742.00	\$295,560.00

For comparison purposes the current contract for custodial services for 2019 was \$85,190.00. This new bid from MC Janitorial is about \$10,000 less per year. Given we selected MC Janitorial based on a qualifications and interview process we feel very comfortable moving forward with them. References were contacted and good feedback was received.

FUNDING SOURCE

Funds are available in the various operations budgets.

ATTACHMENTS

1. Agreement for Custodial Services with MC Janitorial.
2. Bid tab summary

PREPARED BY

Keith Bredehoeft, Director of Public Works

December 11, 2019

AGREEMENT FOR CUSTODIAL SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

A. "Custodial Services" shall include, but is not limited to, the cleaning of doors, floors, carpets, ceilings, blinds, walls, restrooms, break rooms, detention areas, common areas, workspaces, conference rooms, training rooms, basements, storage areas, garages, and windows.

B. The definition of "clean" shall be:

- The absence of litter AND undesirable debris which can be eliminated by proper attention and remediation techniques.
- The absence of dust buildup on ANY surface.
- The complete, comprehensive cleaning of any facility location, including corners, inside, outside, top, and bottom of any surface.
- The absence of any soil, wax, or other undesirable buildup, which can be eliminated by appropriate heavy duty or project cleaning method.
- The presence of the appropriate surface gloss, protection, or reflective capacity in line with "like new" or designated gloss levels.
- The absence of minor spots, finger prints, or other limited surface marring or blemish, which can be eliminated by appropriate spot cleaning techniques.
- The absence of dust, lint, and other "in fiber" accumulation in fabric and carpeted areas which can be eliminated by appropriate vacuum cleaning methods.
- The reporting of maintenance and other work requests to designated public works personnel to eliminate or correct problems with damaged, non-functioning, repair or replacement items, which cannot be corrected through appropriate cleaning techniques.
- The presence of appropriate levels of paper products, soap, and personal hygiene products in all restrooms, break rooms, and dispensers to prevent any depletion.
- Trash removal - the Contractor will be responsible for daily maintenance of the trash receptacles, cigarette/cigar disposal containers (if present), and recycling containers for all facilities. Contents of the trash and recycling receptacles shall be kept separated and placed in the appropriate disposal dumpsters. The City will be responsible for providing disposal services at all facilities.
- All facilities should be checked as appropriate by the Contractor's designated manager/supervisor to ensure the facilities are clean.

1.1 The Contractor will provide building custodial services on a five day (Sunday through Thursday) schedule at these locations:

- A. Municipal Building, 7700 Mission Road
- B. Public Safety Center, 7710 Mission Road
- C. Public Works Facility - Building A, 3535 Somerset Drive
- D. Public Works Facility - Building B, 3535 Somerset Drive

1.2 The Contractor will provide custodial services for bathrooms only on a daily schedule during the swimming pool season (May 15 to September 15) at these locations:

- A. Swimming Pool Bathhouse, 7711 Delmar
- B. Swimming Pool Filter House, 7711 Delmar

1.3 The Contractor will provide daily custodial services at these locations:

- A. Community Center, 7720 Mission Road (service times based on rental schedule)
- B. Harmon Park, 7721 Delmar (bathrooms only)
- C. Franklin Park, 8700 Roe Avenue (bathrooms only)
- D. Porter Park, 4601 Tomahawk Drive (bathrooms only)
- E. Wassmer Park, 4805 W. 67th Street (bathrooms only)

- 1.4 The Contractor will be required to adjust the cleaning routine in accordance with the meeting schedule provided by the City Clerk's office. Cleaning of all meeting areas should occur after all scheduled meetings of that day. All other facilities will have cleaning schedules that commence after regular building hours unless otherwise requested. All cleaning shall be completed prior to 7:00 a.m. of the next work day.
- 1.5 The Contractor will provide all labor, equipment, and cleaning materials to adequately perform the required custodial services.
- 1.6 The Contractor will identify all chemicals used, what type of cleaning each chemical is used for, and will provide to the City a Material Safety Data Sheet for all chemicals used.
- 1.7 The City will provide liquid hand soap, paper towels, toilet paper, sanitary napkins, air fresheners, air freshener cartridges, batteries, and light bulbs.
- 1.8 The cleaning schedule for the Contractor for all areas in City facilities is:

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Vacuum all carpeted areas and stairwells	X				
Sweep/dust mop and damp mop all hard surface floors	X				
Clean public and employee entryways to include sweeping area immediately outside entrance doors	X				
Clean both sides of all entrance glass and doors including metal frames	X				
Clean both sides of glass and metal frames around all interior doors	X				
Clean office directory glass panels	X				
Empty all trash/recycle receptacles and replace soiled basket liners as required	X				
Wipe spillage from waste receptacle tops	X				
Remove all trash/recycle to appropriate dumpsters	X				
Dust all tops of desks, window ledges, telephones, partitions, file cabinets and other horizontal surfaces	X				
Spot clean interior walls and vertical partition panels	X				
Damp wipe, clean, and disinfect sinks, table-tops, counter-tops, microwaves, and appliance fronts	X				
Clean and disinfect drinking fountains	X				
Spot clean all light switches	X				
Clean and disinfect door handles, handrails, and elevator buttons	X				

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Remove fingerprints and smudges from around doors, jambs, and light switches	X				
Special additions for cleaning restrooms and locker rooms:	X				
• Clean top, bottom, and side surfaces, inside and out, of all stools and urinals using a disinfectant cleaner	X				
• Clean both sides of stool seats using a disinfectant cleaner	X				
• Special attention in cleaning shall be given to areas around urinals, toilet fixtures, edges and corners	X				
• Damp wipe and clean wall tile, stall doors and stall partitions using a disinfectant cleaner	X				
• Mop all floors using a disinfectant cleaner	X				
• Toilet seats shall be left in a "raised" position after cleaning	X				
• Clean/polish any soap trays, fixtures and shiny surfaces	X				
• Scrub and disinfect sinks, showers and floors to remove all mold, mildew and soap scum	X				
• Clean mirrors and counter tops	X				
• Clean both sides of restroom doors	X				
• Spot clean restroom walls	X				
• Replace batteries in towel dispensers as needed	X				
Special additions for cleaning gym:	X				
• Dust mop gym floor; damp spot mop as needed	X				
• Spot clean all glass and mirrors	X				
• Wipe down and disinfect benches	X				
Service dispensing units in restrooms, locker rooms, break rooms and detention areas (paper products, soap, sanitary napkins, misc. dispensing units)	X				
Secure all doors and turn off all lights	X				
Dust all corners and ceiling wall joints for cobwebs		X			
Clean insects from light fixtures		X			
Dust lower areas of file cabinets and desks		X			
Dust picture frames and vertical office partitions		X			
Dust all ledge areas, high and low		X			
Vacuum upholstered furniture		X			
Spot clean carpets		X			

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Vacuum, damp wipe, and clean elevator tracks and floor threshold plates		X			
Clean and polish elevator frames and walls		X			
Damp wipe and clean locker doors		X			
Scrub hard surface floors where needed		X			
Sweep police garage		X			
Clean and scotch guard high traffic carpet areas			X		
Scrub hard surface floors, buff to shiny finish			X		
Clean under office machines and desks			X		
Clean light fixtures and lamps			X		
Dust tops of lockers			X		
Dust high wall areas of facilities			X		
Clean air vents			X		
Sanitize restroom walls and partitions			X		
Change air freshener cartridges and batteries			X		
Clean all windows inside and out				X	
Dust blinds				X	
Dust ceiling tiles, ceiling crate and lighting fixtures in Dispatch				X	
Strip and wax floors requiring this process				X	
Spot clean and scotch guard Council Chambers furniture				X	
Shampoo by extraction and deodorize carpets					X

- 1.9 The Contractor will provide a monthly schedule outlining dates for the weekly, monthly, quarterly, and annual schedule of cleaning items.
- 1.10 The Contractor will provide special request services on an hourly rate.
- 1.11 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work.
- 1.12 All approved employees of the Contractor will prominently display the City-issued identification card when working in any City facility.
- 1.13 The Contractor will supply a direct contact name, phone number and email for a manager/supervisor and will notify the City if this contact information changes during the contract period.
- 1.14 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 1.15 The City will provide access keys to all locations. The Contractor is prohibited from making copies of any City keys.

General

- 2.0 The signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.1 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com, or his/her designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.2 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.3 All invoices should be grouped by building, with a copy of the service report attached detailing date of completed items from weekly, monthly, quarterly and annual list. They are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.4 Invoices shall be submitted for payment within sixty (60) days of completion of work.
- 2.5 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.7 This Agreement is for the period of January 1, 2020, through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.8 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 Non Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the 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.

2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

3.0 Fees

3.1 The fees for the completion of this service are:

ONLY PROVIDE FEE INFORMATION AT TIME OF INTERVIEW

Location	2020 Monthly Fee	2021 Monthly Fee	2022 Monthly Fee
Municipal Building	\$1240.00	\$1240.00	\$1240.00
Public Safety Center	\$1424.00	\$1424.00	\$1424.00
Community Center	\$ 40.00 per occurrence	\$ 40.00 per occurrence	\$ 40.00 per occurrence
Public Works Facility – A-building	\$ 576.00	\$ 576.00	\$ 576.00
Public Works Facility – B-building	\$ 160.00	\$ 160.00	\$ 160.00
Swimming Pool Bathhouse (May - September Only)	\$ 982.00	\$ 982.00	\$ 982.00
Swimming Pool South Filter House (May - September Only)	\$ 831.00	\$ 831.00	\$ 831.00
Harmon Park Restrooms	\$ 485.00	\$ 485.00	\$ 485.00
Franklin Park Restrooms	\$ 485.00	\$ 485.00	\$ 485.00
Porter Park Restrooms	\$ 292.00	\$ 292.00	\$ 292.00
Wassmer Park Restrooms	\$ 292.00	\$ 292.00	\$ 292.00
Special Service Request	2020 Hourly Rate	2021 Hourly Rate	2022 Hourly Rate
Request	\$ 18.00	\$ 18.00	\$ 18.00

4.0 **References**

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: K-State Olathe Innovation Campus Contact: Andrena Keesee - Facility Manager
Phone #: (913) 307-7309 Email: andrena@ksu.edu

Brief Description on Work: One FT day porter and 2 PT cleaners maintain cleaning Mon- Fri. general light maintenance, custodian services : restock supplies, clean restrooms, clean offices, and labs, empty trash, sweep & mop floors, vacuum carpets, dusting, event setups & teardowns

Company: Heart to Heart International Contact: Debbie Snitz
Phone #: (913) 320-6120 Email: debbie.snitz@hearttoheart.org

Brief Description on Work: 2 evening shift cleaners maintain cleaning, restock supplies, sweep, mop, vacuum, empty trash

Company: Kansas Bioscience Authority Contact: Julie Sailors
Phone #: (913) 397-8300 Email: sailors@kansasbioauthority.org

Brief Description on Work: 2 evening shift cleaners maintain cleaning, restock supplies, sweep, mop, vacuum, empty trash

Contractor Contact: Mike Cox

Company Name: MC Janitorial LLC

Address: 118 N. Emma St.

Olathe KS 66061

Telephone Number: (913) 780-0731

FAX Number: (913) 780-2888

Email: mikecox@mcjanitorial.com

/s/ Michael Cox 12/09/2019
Contractor Agent Date

ATTEST:

/s/ _____
Adam Geffert – City Clerk Date

/s/ _____
David Waters – City Attorney Date

/s/ _____
Eric Mikkelson – Mayor Date

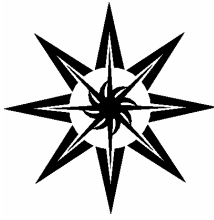
2020 to 2022 Bids for Janitorial Services

MC Janitorial Year	2020	2021	2022
Municipal Building	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
Public Safety Center	\$ 1,424.00	\$ 1,424.00	\$ 1,424.00
Community Center(15)	\$ 600.00	\$ 600.00	\$ 600.00
PWKS A	\$ 576.00	\$ 576.00	\$ 576.00
PWKS B	\$ 160.00	\$ 160.00	\$ 160.00
Swim Bath house(May to Sept.)	\$ 982.00	\$ 982.00	\$ 982.00
Swim Filter(May to Sept.)	\$ 831.00	\$ 831.00	\$ 831.00
Harmon RR	\$ 485.00	\$ 485.00	\$ 485.00
Franklin RR	\$ 485.00	\$ 485.00	\$ 485.00
Porter RR	\$ 292.00	\$ 292.00	\$ 292.00
Wassmer RR	\$ 292.00	\$ 292.00	\$ 292.00

Yearly total	\$ 75,713.00	\$ 75,713.00	\$ 75,713.00
--------------	--------------	--------------	--------------

CITYWIDE Year	2020	2021	2022
Municipal Building	\$ 1,650.00	\$ 1,716.00	\$ 1,776.00
Public Safety Center	\$ 2,140.00	\$ 2,225.00	\$ 2,305.00
Community Center(15)	\$ 900.00	\$ 900.00	\$ 900.00
PWKS A	\$ 620.00	\$ 645.00	\$ 668.00
PWKS B	\$ 515.00	\$ 535.00	\$ 555.00
Swim Bath house(May to Sept.)	\$ 610.00	\$ 635.00	\$ 657.00
Swim Filter	\$ 375.00	\$ 390.00	\$ 405.00
Harmon RR	\$ 425.00	\$ 442.00	\$ 458.00
Franklin RR	\$ 425.00	\$ 442.00	\$ 458.00
Porter RR	\$ 425.00	\$ 442.00	\$ 458.00
Wassmer RR	\$ 425.00	\$ 442.00	\$ 458.00

Yearly total	\$ 95,225.00	\$ 98,593.00	\$ 101,742.00
--------------	--------------	--------------	---------------



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/16/2019

Consider Bid Award for Plumbing Services

RECOMMENDATION

Staff recommends the City Council approve the 2020-2022 Annual Service bid for Plumbing Services from Lexington Plumbing for 2020 with renewals in 2021 and 2022.

BACKGROUND

This service agreement is for repairs and replacements to the plumbing systems in City buildings and on City grounds.

On December 4, 2019, the City Clerk received and opened bids. One bid was received.

The rates remain the same as the 2019 rates and will remain the same for the next three years. Lexington Plumbing has worked with the City in the past and has found their service acceptable.

FUNDING SOURCE

Funding is available in the 2020 Operating Budget totaling \$42,500. This is an on-call service so the exact financial impact is not determinable.

ATTACHMENTS

1. Plumbing Bid sheet
2. Contract for Plumbing Services with Lexington Plumbing

PREPARED BY

Suzanne Lownes, Office Manager, Public Works

December 5, 2019

Bid Tab: Plumbing

Opened on December 4, 2019

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

Bidder: Lexington Plumbing

Bidder:

Bidder:

Regular Hourly Employees

	Hourly	OT	Hourly	OT	Hourly	OT
Supervisor	\$ 95.00	\$ 120.00	\$ 95.00	\$ 120.00	\$ 95.00	\$ 120.00
Journeyman Plumber	\$ 95.00	\$ 120.00	\$ 95.00	\$ 120.00	\$ 95.00	\$ 120.00
Apprentice Plumber	\$ 75.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 75.00	\$ 95.00
Helper	\$ 75.00	\$ 95.00	\$ 75.00	\$ 95.00	\$ 75.00	\$ 95.00
Equipment Operator	\$ 95.00	\$ 120.00	\$ 95.00	\$ 120.00	\$ 95.00	\$ 120.00
Equipment Rates	Hourly	Daily	Hourly	Daily	Hourly	Daily
Backhoe w/transport	\$ 120.00	\$ 1,000.00	\$ 120.00	\$ 1,000.00	\$ 120.00	\$ 1,000.00
Air compressor	\$ 20.00	\$ 160.00	\$ 20.00	\$ 160.00	\$ 20.00	\$ 160.00
Electric Jack Hammer	N/C	N/C	N/C	N/C	N/C	N/C
Dump Truck	\$ 180.00	\$ 1,600.00	\$ 180.00	\$ 1,600.00	\$ 180.00	\$ 1,600.00
2-1/2" Pump	N/C	N/C	N/C	N/C	N/C	N/C
Materials	Markup		Markup		Markup	
Purchase invoice cost plus	25%		25%		25%	

Hourly	OT	Hourly	OT	Hourly	OT
Hourly	Daily	Hourly	Daily	Hourly	Daily
Markup	Markup		Markup		Markup

Hourly	OT	Hourly	OT	Hourly	OT
Hourly	Daily	Hourly	Daily	Hourly	Daily
Markup	Markup		Markup		Markup

AGREEMENT for PLUMBING SERVICES

This Agreement, made this 25 day of November, 2019, by and between Lexington Plumbing, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide plumbing services in City buildings and on City grounds.
- 1.2 The Contractor will annually check and test all backflow preventers to WaterOne standards in these locations:

Municipal Building & Public Safety Center			
7710 Mission Road	Serial #112614	Fire Protection	Size 4.00
7710 Mission Road	Serial #27646	Detector Assembly	Size .75
7710 Mission Road	Serial #TH-1018	Office Building	Size 2.50
7710 Mission Road	Serial #07931	Ornamental	Size 1.00
7710 Mission Road	Serial #BK3338	Lawn Irrigation	Size 1.00
Community Center			
7720 Mission Road	Serial #50506	Cultural	Size 1.00
Swimming Pool			
7780 Mission Road	Serial #143545	Filter house	Size 2.00
7780 Mission Road	Serial #137287	Filter house	Size 2.00
7711 Delmar	Serial #19577	Bathhouse	Size 2.00
7711 Delmar	Serial #197892	Carbonator	Size .50

Public Works			
3535 Somerset Drive	Serial #15535	Yard Hydrants	Size 1.50
3535 Somerset Drive	Serial #13467	Office	Size 1.50
3535 Somerset Drive	Serial #11872	Sprinkler System	Size 1.00
3535 Somerset Drive	Serial #185542	Car Wash	Size .75
3541 Somerset Drive	Adding Currently	G Building	Unknown
Grounds & Irrigation			
5114 W. 77 th St.	Serial #10572	Bennett Park	Size .75
5114 W. 77 th St.	Serial #11047	Bennett Yard Hydrant	Size .75
4903 W. 87 th St.	Serial #119976	Island Fountain	Size .75
8750 Roe Ave.	Serial #50737	Franklin Park	Size 2.00
8750 Roe Ave.	Serial #111382	Franklin Yard Hydrant	Size 1.00
7711 Delmar	Serial #37339	Harmon Irrigation	Size .75
78 th & Delmar	Serial #59156	Harmon Park	Size .75
2900 W. 79 th St.	Serial #26956	Taliaferro Park	Size 1.00
2900 W. 79 th St.	Serial #315226	Taliaferro Irrigation	Size 1.00
4601 Tomahawk Rd.	Serial #A114013	Porter Park Irrigation	Size .75
4601 Tomahawk Rd	Serial #123026	Porter Park Restrooms	Size 2.00
7800 State Line	Serial #13469	Weltner Park	Size .75
7800 State Line	Serial #20660	Weltner Yard Hydrant	Size .75
7200 Windsor St.	Serial #25266	Windsor Park	Size 1.00
7466 Cherokee Dr.	Serial #123617	Island Hydrant	Size .75
7499 Nall Ave.	Serial #138608	Corner Irrigation	Size .75
71 st & Cherokee	Serial #A131278	Island Irrigation	Size .75
75 th & Mission	Serial #146734	Carroll Fountain	Size .75
Somerset & Roe	Serial #168985	Franklin Fountain	Size 1.00
6936 Mission Rd.	Serial #HO4920	Prairie Park Fountain	Size 1.00
4805 W 67 th St	Serial #123700	Wassmer Park Restrooms	Size 2.00
4805 W 67 th St	Serial #HE80480	Wassmer Park Irrigation	Size 1.00

- 1.3 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.

- 1.4 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.5 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.6 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.7 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 1.8 The Contractor will designate a minimum of two employees to be certified by the Police Department for unescorted access to the facilities. Certification will include, but not be limited to, a background check, submission of the employees' fingerprints by the Police Department, and successful completion of a security awareness training program.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 **Insurance:**
 - A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

- B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise.

The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the 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.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.17 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.18 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of this service is:

	2020		2021		2022	
Regular Hourly Employees	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
Supervisor	95	120	95	120	95	120
Journeyman Plumber	95	120	95	120	95	120
Apprentice Plumber	75	95	75	95	75	95
Helper	75	95	75	95	75	95
Equipment Operator	95	120	95	120	95	120
Equipment Rates	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Backhoe w/transport	120	1000	120	1000	120	1000
Air compressor	20	160	20	160	20	160
Electric Jack Hammer	N/C	N/C	N/C	N/C	N/C	N/C
Dump Truck	180	1600	180	1600	180	1600
2-1/2" Pump	N/C	N/C	N/C	N/C	N/C	N/C
Materials	Percentage Markup		Percentage Markup		Percentage Markup	
Purchase invoice cost plus	25		25		25	

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Raytown Quality Schools Contact: Mike Cogan

Phone #: 816-985-0950 Email: michael.cogan@raytownschools.org

Brief Description on Work: Emergency plumbing service work, plumbing projects, bid work, utilities, and preventative maintenance

Company: MC Realty Contact: Rich Fortune

Phone #: 816-843-1098 Email: RJFortune@mcrealtyus.com

Brief Description on Work: Emergency plumbing service work, drain cleaning, piping projects, underground work and construction jobs

Company: Rockhurst University Contact: Steve Lyons

Phone #: 816-501-4044 Email: steve.lyons@rockhurst.edu

Brief Description of Work: Plumbing projects, utility work, drains and emergency work

Contractor Contact: Tom Axtell

ATTEST:

Company Name: Lexington Plumbing

/s/ _____
Adam Geffert, City Clerk Date

Address: 1620 Troost Ave


Kansas City, MO 64108

Telephone Number: 816-231-2254

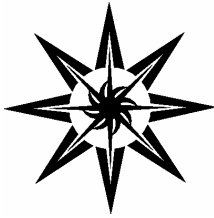
/s/ _____
David Waters, City Attorney Date

Fax Number: 816-241-3782

Email: tom@lexingtonplumbing.com

/s/  11/25/19
Contractor Agent Date

/s/ _____
Eric Mikkelson, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/16/2019

Consider Bid Award for Tree Removal and Emergency Services

RECOMMENDATION

Staff recommends the City Council approve the 2020-2022 Annual Service bid for Tree Removal and Emergency Services from Kansas City Tree Care for 2020 with renewals in 2021 and 2022.

BACKGROUND

This service agreement is for tree services, which includes tree and stump removal, tree spraying, bucket truck rental and emergency tree work.

On December 4, 2019, the City Clerk received and opened bids. Three bids were received.

Kansas City Tree is being recommended as being low bid as well as having the equipment and support staff on hand to handle a significant storm damage event. Kansas City Tree has completed previous projects with the City performing our annual tree trimming projects for several years.

FUNDING SOURCE

Funding is available in the 2020 Operating Budget totaling \$90,000. This is an on-call service so the exact financial impact is not determinable.

ATTACHMENTS

1. Tree Services Bid sheet
2. Contract for Tree Services with Kansas City Tree Care

PREPARED BY

Suzanne Lownes, Office Manager, Public Works

December 9, 2019

Bid Tab: Tree Services

Opened on December 4, 2019

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

Bidder: Arbor Masters

	Regular	Emerg	Regular	Emerg	Regular	Emerg
Removal on Arterial or Collector Streets						
DBH 0 to 12 inches	\$ 110.00	\$ 135.00	\$ 110.00	\$ 135.00	\$ 110.00	\$ 135.00
DBH 13 to 24 inches	\$ 400.00	\$ 450.00	\$ 400.00	\$ 450.00	\$ 400.00	\$ 450.00
DBH 25 to 36 inches	\$ 800.00	\$ 750.00	\$ 800.00	\$ 750.00	\$ 800.00	\$ 750.00
DBH 37 to 48 inches	\$ 1,100.00	\$ 950.00	\$ 1,100.00	\$ 950.00	\$ 1,100.00	\$ 950.00
DBH 49 to 60 inches	\$ 1,400.00	\$ 1,200.00	\$ 1,400.00	\$ 1,200.00	\$ 1,400.00	\$ 1,200.00
Removal on Local Streets and City Properties						
DBH 0 to 12 inches	\$ 110.00	\$ 135.00	\$ 110.00	\$ 135.00	\$ 110.00	\$ 135.00
DBH 13 to 24 inches	\$ 400.00	\$ 450.00	\$ 400.00	\$ 450.00	\$ 400.00	\$ 450.00
DBH 25 to 36 inches	\$ 800.00	\$ 700.00	\$ 800.00	\$ 700.00	\$ 800.00	\$ 700.00
DBH 37 to 48 inches	\$ 1,100.00	\$ 900.00	\$ 1,100.00	\$ 900.00	\$ 1,100.00	\$ 900.00
DBH 49 to 60 inches	\$ 1,400.00	\$ 1,200.00	\$ 1,400.00	\$ 1,200.00	\$ 1,400.00	\$ 1,200.00
Rental Equipment						
Bucket Truck	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Tree Spade 44"-80" Diam. Hole	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
Misc.						
Spraying trees	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
Tree trimming (Includes labor & all equip.)	\$ 130.00	\$ 180.00	\$ 130.00	\$ 180.00	\$ 130.00	\$ 180.00
Arborist Inspection Services (Includes labor & all equip.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Equip.						
Horizontal Grinder min 500 HP	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00
Claw Loader w/28 CY Capacity Dump Bed	\$ 200.00	\$ 250.00	\$ 200.00	\$ 250.00	\$ 200.00	\$ 250.00
Excavator w/Clam Bucket 230 HP	\$ 150.00	\$ 170.00	\$ 150.00	\$ 170.00	\$ 150.00	\$ 170.00
Wheel Loader - Dump Height 9' 130 HP	\$ 150.00	\$ 170.00	\$ 150.00	\$ 170.00	\$ 150.00	\$ 170.00
Track Loader - Dump Height 8' 80 HP	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00
Uni-Loader w/Grapple Bucket 70 HP	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Tractor w/Barrel Bed 15 CY	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Tractor w/Ejector Bed 72 CY	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
Tractor w/Box Bed 28 CY	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Light Tower - Towed 440,000 Lumens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stump Grinder	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00
Attached list of Equipment (yes/no)	Yes					
	\$ 9,714.00	\$ 9,204.00	\$ 9,714.00	\$ 9,204.00	\$ 9,714.00	\$ 9,204.00
	\$ 56,754.00					

Bidder: Kansas City Tree

	Regular	Emerg	Regular	Emerg	Regular	Emerg
	\$ 115.00	\$ 140.00	\$ 115.00	\$ 140.00	\$ 120.00	\$ 150.00
	\$ 400.00	\$ 475.00	\$ 400.00	\$ 475.00	\$ 500.00	\$ 600.00
	\$ 675.00	\$ 800.00	\$ 675.00	\$ 800.00	\$ 700.00	\$ 850.00
	\$ 950.00	\$ 1,000.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00
	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,350.00	\$ 1,350.00
	\$ 115.00	\$ 140.00	\$ 115.00	\$ 140.00	\$ 120.00	\$ 150.00
	\$ 400.00	\$ 475.00	\$ 400.00	\$ 475.00	\$ 500.00	\$ 600.00
	\$ 675.00	\$ 800.00	\$ 675.00	\$ 800.00	\$ 700.00	\$ 850.00
	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,350.00	\$ 1,350.00
	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
	\$ 135.00	\$ 175.00	\$ 135.00	\$ 175.00	\$ 135.00	\$ 175.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
	\$ 185.00	\$ 225.00	\$ 185.00	\$ 225.00	\$ 185.00	\$ 225.00
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 160.00	\$ 160.00
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 160.00
	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 165.00	\$ 165.00
	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 100.00	\$ 100.00
	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	Yes					
	\$ 8,892.00	\$ 9,472.00	\$ 8,842.00	\$ 9,472.00	\$ 9,437.00	#####
	\$ 56,302.00					

Bidder: Custom Tree Care

	Regular	Emerg	Regular	Emerg	Regular	Emerg
	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00
	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00
	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00
	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00	\$ 695.00
	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00	\$ 1,225.00
	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00	\$ 2,195.00
	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95
	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00
	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00	\$ 425.00
	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00
	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
	Yes					
	\$ 83,357.70					

AGREEMENT FOR TREE SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the trimming work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.9 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.

- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, or designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.5 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.6 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.8 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors
- 2.9 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.10 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.11 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.12 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.13 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

- 2.14 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the 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.
- 2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.16 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 3.0 Work Hours**
- 3.1 The City authorizes non-emergency work to be performed between 7:00am through 3:30pm weekdays.
- 3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.
- 3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.
- 4.0 Tree Removal**
- 4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.
- 4.2 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed.
- 4.3 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.
- 4.4 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 Tree Spraying

- 5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.
- 5.2 The Contractor will have a licensed pesticide applicator doing or supervising the spraying work.
- 5.3 The City must approve the chemicals being used before any applications.
- 5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.
- 5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 Emergency Service

- 6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.
- 6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.
- 6.3 Emergency service includes a large scale response to any major storm event and the Contractor shall be committed to the City as the primary service provider for the duration of the storm and cleanup effort. This could also require that documentation be provided per standards set up by FEMA.
- 6.4 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance. **Make sure list of the equipment you have on hand is attached to bid submittal.**
- 6.5 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services Also list all certified arborists employed by the Contractor.

DESCRIPTION	UNITS	2020	2020	2021	2021	2022	2022
		Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
*Emergency Equipment							
Horizontal Grinder Min. 500 HP	HR	550	550	550	550	550	550
Claw Loader w/28 CY Capacity Dump Bed	HR	185	225	185	225	185	225
Excavator w/Clam Bucket 230 HP	HR	150	150	150	150	160	160
Wheel Loader - Dump Height 9' 130 HP	HR	150	150	150	150	150	160
Track Loader - Dump Height 8' 80 HP	HR	150	150	150	150	165	165
Uni-Loader w/Grapple Bucket 70 HP	HR	115	115	115	115	115	115
Tractor w/Barrel Bed 15 CY	HR	90	90	90	90	100	100
Tractor w/Ejector Bed 72 CY	HR	160	160	160	160	160	160
Tractor w/Box Bed 28 CY	HR	100	100	100	100	100	100
Light Tower - Towed 440,000 Lumens	HR	20	20	20	20	20	20
Stump Grinder	HR	50	50	50	50	50	50
*Attach list of requested items as outlined in section 6.4 Emergency Services							

7.0 Fee Schedule

DESCRIPTION	UNITS	2020	2020	2021	2021	2022	2022
		Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price	Regular Unit Price	Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	115	140	115	140	120	150
DBH 13 to 24 inches	EA	400	475	400	475	500	600
DBH 25 to 36 inches	EA	675	800	675	800	700	850
DBH 37 to 48 inches	EA	950	1000	950	1000	1000	1100
DBH 49 to 60 inches	EA	1,250	1,250	1,250	1,250	1,350	1,350
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	115	140	115	140	120	150
DBH 13 to 24 inches	EA	400	475	400	475	500	600
DBH 25 to 36 inches	EA	675	800	675	800	700	850
DBH 37 to 48 inches	EA	1000	1000	950	1000	1000	1000
DBH 49 to 60 inches	EA	1250	1250	1250	1250	1350	1350
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	50	50	50	50	50	50
Tree Spade 44"-80" Diam. Hole	HR	150	150	150	150	150	150
Misc.							
Spraying trees (Includes labor & equip.)	GAL	7.00	7.00	7.00	7.00	7.00	7.00
Tree trimming (Includes labor & equip.)	HR	135.00	175.00	135.00	175.00	135.00	175.00
Arborist Inspection Services (Includes labor & equip.)	EA INSP.	0	0	0	0	0	0

8.0 References

8.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Ashbritt Environmental Contact: Rob Ray

Phone #: 954-868-9502 Email: rgray@ashbritt.com

Brief Description on Work: Environmental Company that hires subs for emergency conditions - hurricanes, tornadoes, ice storms, etc
(over)

Company: Kissick Construction Contact: John Dougherty

Phone #: 816-215-0286 Email: jdougherty@kissickco.com

Brief Description on Work: Large construction company that employs KCTC to come to sites and remove trees + brush

Company: TFR Enterprises, Inc Contact: Sharon Wyell

Phone #: 512-576-3000 Email: sharon@tfrinc.com

Brief Description of Work: Environmental Company that has hired KCTC to work at emergency areas due to weather
(over)

Contractor Contact: Zachary Johnson ATTEST:

Company Name: Kansas City Tree Care LLC /s/ _____
Adam Geffert, City Clerk Date

Address: 1505 Merriamhane
Kansas City, KS 66108

Telephone Number: 913-894-4767 /s/ _____
David Waters, City Attorney Date

Fax Number: 1-866-923-4311

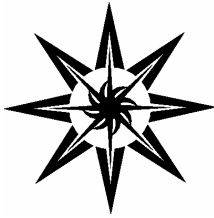
Email: KansasCityTreeCare@yahoo.com

/s/ Zachary Johnson 11/27/19 /s/ _____
Contractor Agent Date Eric Mikkelson, Mayor Date

KANSAS CITY TREE CARE EQUIPMENT LIST

<u>Make</u>	<u>Type</u>	<u>Model</u>
Freightliner	Claw (140 Cubic Yds)	Truck
Freightliner	Claw (140 Cubic Yds)	Truck
Sterling	Claw (140 Cubic Yds)	LT 9501
Sterling	Claw (140 Cubic Yds)	LT9513
Western Star	Knuckle Boom	4700SF
Ford	Crane	LT8000
Ford	Bucket	F750SD
Ford	Chipper Bucket	F550
International	Bucket	4300
International	Bucket	4700
GMC	Bucket	C7500
International	Bucket	4300
International	Bucket	4300
Ford	Bucket	F450SD
International	Bucket	Bucket
International	Bucket	4700
FORD	Bucket	F750SD
FORD	Bucket	F750SD
FORD	Bucket	F750SD
International	Bucket	4300
FORD	Bucket	F750SD
FORD	Bucket	F750SD
International	Bucket	4300
WBH	PUP	Trailer
Edgewood PUP	PUP	Trailer
Edgewood PUP	PUP	Trailer
Pup	PUP	Trailer
Pup	PUP	Trailer
FORD	Bucket	F750SD
Dodge Ram	Pickup	1500
Ford	Pickup	F150
Ford	Flatbed	F450SD
Vermeer	Stump Machine	1102a
Rayco	Stump Machine	RG50

Dingo	Vermeer	S600TX
Dingo	Ditch Witch	SK850
Bandit	Brush Chipper	1890
Bandit	Brush Chipper	1500
Bandit	Brush Chipper	BC1000



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/16/2019

Consider Bid Award for Weather Services

RECOMMENDATION

Staff recommends the City Council approve the 2020-2022 Annual Service bid for Weather Services from Weather Or Not for 2020 with renewals in 2021 and 2022.

BACKGROUND

This service agreement is for providing forecasting and special forecasts on request to Public Works staff and Swimming Pool staff via text and internet.

On December 4, 2019, the City Clerk received and opened bids. One bid was received.

There is an increase of 4.7% from our 2019 fee for 2020/2021 and an additional 2.9% increase in 2022. As part of this increase Weather Or Not has added additional online forecasting services to the already extensive list of weather services it provides to City staff.

FUNDING SOURCE

Funding is available in the 2020 Operating Budget totaling \$11,000.

ATTACHMENTS

1. Weather Bid sheet
2. Contract for Weather Services with Weather Or Not

PREPARED BY

Suzanne Lownes, Office Manager, Public Works

December 5, 2019

Bid Tab: Weather Service

Opened on December 4, 2019

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

2020 Rate	2021 Rate	2022 Rate
-----------	-----------	-----------

Bidder: Weather Or Not

Bidder:

Bidder:

Services	Cost	Cost	Cost
Annual Weather Forecasting Services	\$ 9,960.00	\$ 9,960.00	\$ 10,260.00

Cost	Cost	Cost

Cost	Cost	Cost

Attached list of Equipment (yes/no)	Yes
-------------------------------------	-----

--

--

AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2020 through 2022 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide to the Public Works Department, original all-season weather forecast services developed by professional meteorologists.
- 1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.
- 1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also, a 3-5-day outlook that includes weather system, timing and expected impacts to the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.
- 1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10-year monthly snow comparison.
- 1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10-year comparison of snow accumulation.

- 1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.
- 1.8 The City may request to tour the business facility prior to bid award.
- 1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.
- 1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.
- 2.0 General
- 2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.5 Insurance:
 - A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.
- 2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.
- 2.8 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the 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.
- 2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas
- 2.13 This Agreement is for the period of January 1, 2020 through December 31, 2022. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.
- 2.15 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital;

educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

3.0 Fees

3.1 The fee to be paid in advance for the completion of this service is:

	2020 Annual Fee	2021 Annual Fee	2022 Annual Fee
Annual Weather Forecasting Services	\$9960.00	\$9960.00	\$10,260.00

Reminder: attach copy of resumes for all meteorologists employed by your company.

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Lenexa Municipal Services Contact: Mr. Nick Arena

Phone #: 913-477-7810 Email: narena@lenexa.com

Brief Description on Work: Services provided similar to Prairie Village

Company: City of Overland Park Contact: Mr. Kyle Burns

Phone #: 913-895-8308 Email: kyle.burns@opkansas.org

Brief Description on Work: Services provided similar to Prairie Village

Company: Evergy, Inc. Contact: Mr. Dan Munkers

Phone #: 816-206-0810 Email: dan.munkers@kcpl.com

Brief Description of Work: Services per Evergy specifications

Contractor Contact: Loree Voigt

Company Name: Weather or Not, Inc.

Address: 6100 Nieman Rd., Suite 200
Shawnee, KS 66203

Telephone Number: 913-722-3955

Fax Number: N/A

Email: admin@weatherornot.com

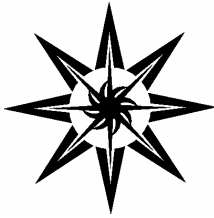
Loree Voigt
/s/ Contractor Agent 12-4-19
Date

ATTEST:

/s/ _____
Adam Geffert, City Clerk Date

/s/ _____
David Waters, City Attorney Date

/s/ _____
Eric Mikkelson, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 16, 2019

CONSIDER ENTERING INTO WATERSHED ORGANIZATION AGREEMENTS WITH JOHNSON COUNTY STORMWATER MANAGEMENT PROGRAM AND NEIGHBORING CITIES

RECOMMENDATION

Approval and authorization for the mayor to execute the watershed organization agreements for the purposes of the City participating in future stormwater-related projects.

BACKGROUND

On September 19, 2019 the Johnson County Stormwater Management Program (SMP) and County Commissioner Becky Fast presented to council about the program's recent strategic planning efforts and establishment of a watershed based program.

Moving forward, each city will participate in the SMP by becoming members of watershed organizations that their City is in. Prairie Village will be in Watershed Organizations 1 and 2 as shown on the attached boundary map. Starting in 2020, the Watershed Organizations will be the means by which cities will participate in the Johnson County Stormwater Management Program. In order to have project considered for funding for 2021 and beyond, a city must be a participating member of a Watershed Organization.

The City Attorney has reviewed the agreements.

ATTACHMENTS

1. Agreements for the establishments of Watershed Organization 1 and 2
2. Watershed Organization boundary map

PREPARED BY

Cliff Speegle, Stormwater Project Manager

December 9, 2019

Agreement for the Establishment of Watershed Organization 1 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Fairway, Lenexa, Merriam, Mission, Mission Hills, Mission Woods, Overland Park, Prairie Village, Roeland Park, Shawnee, Westwood, and Westwood Hills, KS (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 1 (the “Organization”) which shall be an unincorporated association.

2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).
3. The Organization’s general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization’s cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization’s internal operating procedures shall be as set forth by the “Watershed Organization By-laws,” a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member’s statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member’s may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 12)

City of Fairway, Kansas

Melanie Hepperly, Mayor

Attest: City Clerk

Date

Signature Page (2 of 12)

City of Lenexa, Kansas

Michael A. Boehm, Mayor

Attest: City Clerk

Date

Signature Page (3 of 12)

City of Merriam, Kansas

Ken Sissom, Mayor

Attest: City Clerk

Date

Signature Page (4 of 12)

City of Mission, Kansas

Ron Appletoft, Mayor

Attest: City Clerk

Date

Signature Page (5 of 12)

City of Mission Hills, Kansas

David W. Dickey, Mayor

Attest: City Clerk

Date

Signature Page (6 of 12)

City of Mission Woods, Kansas

Robert A. Tietze, Mayor

Attest: City Clerk

Date

Signature Page (7 of 12)

City of Overland Park, Kansas

Carl R. Gerlach, Mayor

Attest: City Clerk

Date

Signature Page (8 of 12)

City of Prairie Village, Kansas

Eric Mikkelson, Mayor

Attest: City Clerk

Date

Signature Page (9 or 12)

City of Roeland Park, Kansas

Mike Kelly, Mayor

Attest: City Clerk

Date

Signature Page (10 of 12)

City of Shawnee, Kansas

Michelle Distler, Mayor

Attest: City Clerk

Date

Signature Page (11 of 12)

City of Westwood, Kansas

John M. Ye, Mayor

Attest: City Clerk

Date

Signature Page (12 of 12)

City of Westwood Hills, Kansas

Paula Schwach, Mayor

Attest: City Clerk

Date

Agreement for the Establishment of Watershed Organization 2 in Johnson County, Kansas

This Agreement is entered into by and among the cities of Leawood, Lenexa, Olathe, Overland Park, and Prairie Village, Kansas (collectively “Watershed Organization Member” or “Members”); in connection with their desire and intent to undertake a cooperative effort relating to stormwater and flood control matters within the Watershed Organization boundaries.

Recitals

A. Previously, stormwater improvement efforts within Johnson County have been carried out independently, rather than cooperatively.

B. The Members desire to cooperate in future stormwater-related projects through an informal watershed organization for the purposes of broadly and comprehensively cooperating in stormwater management projects within a particular watershed giving appropriate consideration to watershed-wide, rather than solely local concerns (hereinafter the “Watershed Organization”).

C. The Members acknowledge that funds for stormwater structural and non-structural measures and projects including proper maintenance of the stormwater system may be spent in a collaborative effort directed towards common benefits without focusing upon location within one jurisdiction or another.

D. The Members recognize that benefits may be derived from a comprehensive collaborative approach and the development of a master plan to reduce flood risks, replace and maintain systems, and improve water quality within the watershed.

E. The Watershed Organization will be the means by which the Members will participate and obtain funding from the Johnson County Stormwater Management Program.

F. The Watershed Organization boundary is depicted on the attached exhibit.

Agreement

The Members to this Agreement agree as follows:

1. Each of the undersigned Members shall be a member of Watershed Organization 2 (the “Organization”) which shall be an unincorporated association.
2. The Organization shall develop and implement a master plan that will identify and prioritize improvements to address flooding, water quality and stormwater system replacement (hereinafter the “Watershed Master Plan”).

3. The Organization's general approach shall be to develop stormwater related studies and improvement projects using recognized and accepted stormwater engineering principles and practices.
4. The Organization shall discuss minimum design standards, policies and actions in an effort to promote consistency and a uniform approach to stormwater management improvements throughout the watershed.
5. The Organization will prioritize improvement projects identified in the Watershed Master Plan and may collaborate to pursue the identified projects. The primary funding source for these improvement projects shall be the Johnson County Stormwater Management Program.
6. The Organization may also pursue funding from the Johnson County Stormwater Management Program for stormwater improvement projects which have benefits limited to a sole Member jurisdiction (i.e., local projects).
7. The Organization may participate in a watershed-wide public education program to promote the benefits of the Organization's cooperative effort with respect to flood risk reductions, water quality and system replacement.
8. The Organization's internal operating procedures shall be as set forth by the "Watershed Organization By-laws," a copy of which is attached to this Agreement.
9. This Agreement shall be effective on January 1, 2020 and shall remain in effect for 10 years.
10. It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction or governmental entity. Nothing in this Agreement shall be deemed to be contrary to any Member's statutory or other duties or obligations and the Organization shall have no authority or ability to encumber any funds of any Member or enter into a contract or agreement on behalf of any Member.
11. Individual Member's may terminate their participation in this Agreement and the Organization at any time by written notice to the Organization.

Signature Page (1 of 5)

City of Leawood, Kansas

Peggy J. Dunn, Mayor

Attest: City Clerk

Date

Signature Page (2 of 5)

City of Lenexa, Kansas

Michael A. Boehm, Mayor

Attest: City Clerk

Date

Signature Page (3 of 5)

City of Olathe, Kansas

Michael Copeland, Mayor

Attest: City Clerk

Date

Signature Page (4 of 5)

City of Overland Park, Kansas

Carl R. Gerlach, Mayor

Attest: City Clerk

Date

Signature Page (5 of 5)




City of Prairie Village, Kansas

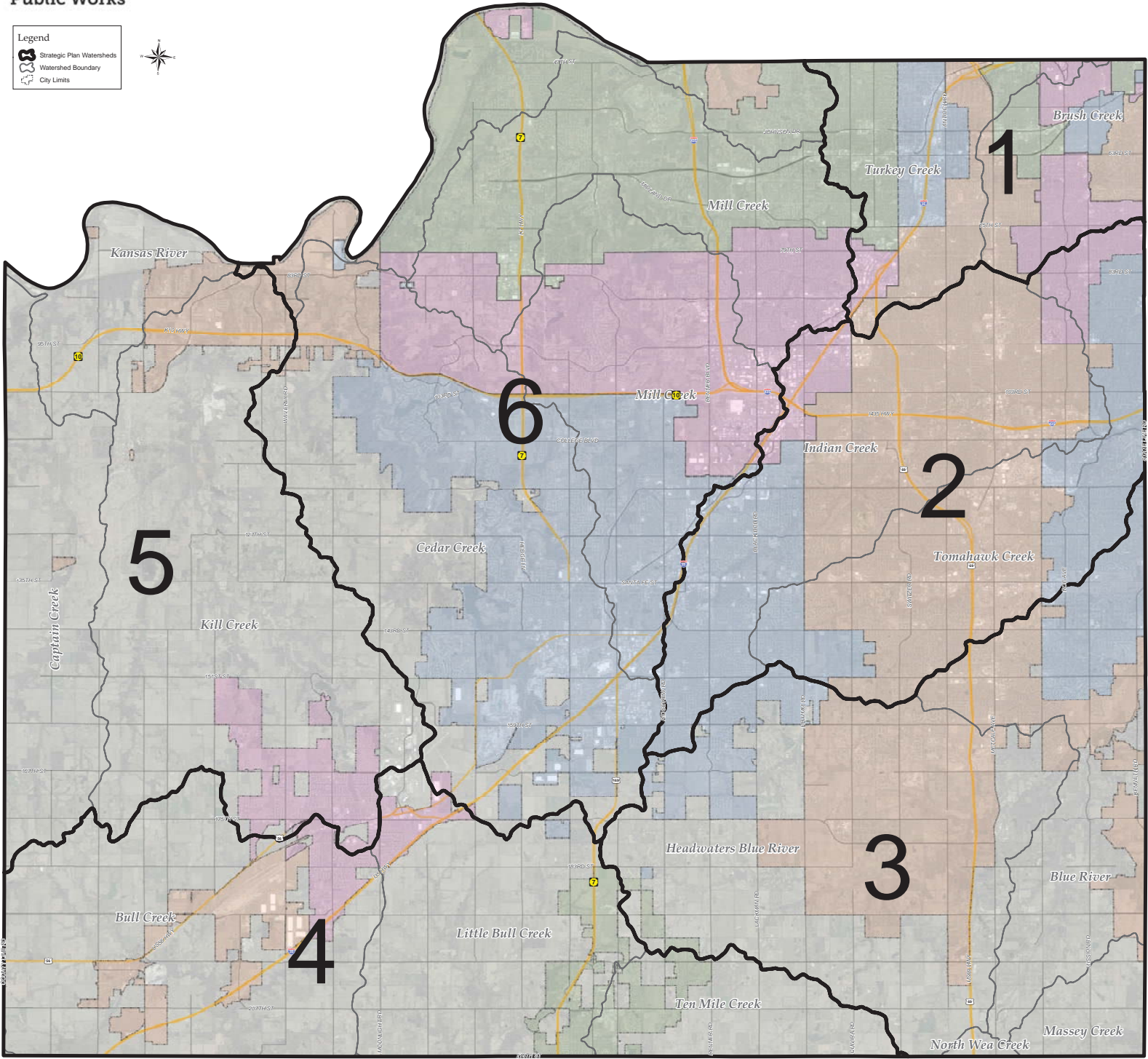
Eric Mikkelson, Mayor

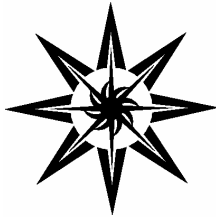
Attest: City Clerk

Date

Legend

-  Strategic Plan Watersheds
-  Watershed Boundary
-  City Limits





PUBLIC WORKS DEPARTMENT

Consent Agenda: December 16, 2019

CONSIDER CONSTRUCTION CHANGE ORDER #1 FOR 2019 CONCRETE REPAIR PROGRAM

RECOMMENDATION

Move to approve Construction Change Order #1 with Kansas Heavy Construction for the 2019 Concrete Repair Program for \$32,176.

BACKGROUND

At the November 4, 2019 Council Meeting the Governing Body approved the interlocal agreement establishing the funding and project for this construction. The approved agreement with Fairway states that Prairie Village is responsible for 25.17% (\$10,824.00) of the project costs with Fairway being responsible for 74.83% (\$32,176.00).

Prairie Village is administering the construction of this project as part of the 2019 Concrete Repair program. The work is planned to be completed in the Fall of 2019 with Fairway reimbursing for their costs in January 2020.

This Change Order reflects incorporating the City of Fairway funds into the 2019 Concrete Repair Program for the construction of the sidewalk on Delmar Drive between 62nd Street and 63rd Street.

Fairway will reimburse Prairie Village in January 2020.

FUNDING SOURCE

CONC2019	692,516
Fairway (CO1)	32,176
TOTAL	724,692

ATTACHMENTS

1. Change Order #1

PREPARED BY

Melissa Prenger, Senior Project Manager

December 11, 2019

**CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1**



City's Project: CONC2019 | 2019 Concrete Repair Program

Date Requested: December 16, 2019

Contract Date: June 3, 2019

Contractor's Name: KANSAS HEAVY CONSTRUCTIO

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00		Interlocal Agreement with Fairway	1	\$32,176.00	\$32,176.00

TOTAL \$0.00

TOTAL \$32,176.00
NET Increase \$32,176.00

EXPLANATION OF CHANGE - This change order is to cover the following items:

This change order incorporates interlocal agreement the City of Fairway approved by Council on November 4, 2019. This funding increases the overall contract amount by \$32,176.00.

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$692,516.00	
Current Contract including previous Change Orders	\$692,516.00	
NET This Change Order	\$32,176.00	
New Contract Price	\$724,692.00	

Contractor
Kansas Heavy Construction

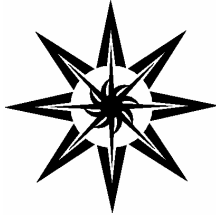
Date

Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

Date

Eric Mikkelsen, Mayor
City of Prairie Village, KS

Date



PUBLIC WORKS DEPARTMENT

Consent Agenda: December 16, 2019

CONSIDER CONSTRUCTION CHANGE ORDER #1 FOR 2019 RESIDENTIAL STREET REHABILITATION PROGRAM TO INCLUDE ARTS0001

RECOMMENDATION

Move to approve Construction Change Order #1 with O'Donnell and Sons Construction for the 2019 Residential Street Rehabilitation Program.

BACKGROUND

The ARTS0001 project approved in the 2019 CIP Budget includes \$30,000 for the construction of the art pedestal and surrounding amenities; including benches and a seatwall.

Approval of this change order incorporates this funding into the 2019 Residential Street Rehabilitation Program. The 2019 contractor, O'Donnell and Sons Construction was responsible for the Mission Road project from 71st to 75th and incorporating this work into their current contract allowed for the construction to be completed in a style consistent with the bench pads and seat walls on the Mission Road corridor.

FUNDING SOURCE

PAVP2019	2,750,000
ARTS0001	30,000
TOTAL	2,780,000

ATTACHMENTS

1. Change Order #1

PREPARED BY

Melissa Prenger, Senior Project Manager

December 11, 2019

**CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1**



City's Project: PAVP2019 | 2019 Residential Street Rehabilitation Program

Date Requested: December 16, 2019

Contract Date: April 1, 2019

Contractor's Name: O'Donnell and Sons Construction

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00		ARTS0001	1	\$30,000.00	\$30,000.00

TOTAL

TOTAL
NET Increase

EXPLANATION OF CHANGE - This change order is to cover the following items:

This change order incorporates the CIP funding of the art park located at 71st and Mission into the 2019 Residential Street Program.

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$2,750,000.00	
Current Contract including previous Change Orders	\$2,750,000.00	
NET This Change Order	\$30,000.00	
New Contract Price	\$2,780,000.00	

Contractor
O'Donnell and Sons Construction

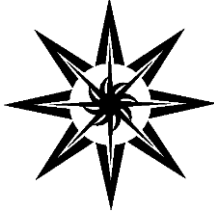
Date

Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

Date

Eric Mikkelson, Mayor
City of Prairie Village, KS

Date



MAYOR

Council Meeting Date: December 16, 2019

Consider Appointment of City Treasurer

RECOMMENDATION

Mayor Mikkelson requests the City Council ratify the appointment of Courtney Kramer to serve as the City Treasurer.

MOTION

Move to ratify Mayor Mikkelson's appointment of Courtney Kramer as City Treasurer.

BACKGROUND

Under the terms of the Municipal Code, the following positions within the City are appointive positions with four-year terms: City Attorney, Assistant City Attorney, Municipal Judges, City Prosecutor, City Clerk, **City Treasurer**, City Administrator, Deputy City Administrator, Director of Public Works and Chief of Police.

The rate of pay will be \$375 per month.

ATTACHMENTS: Courtney Kramer resume

Prepared By: Lisa Santa Maria, Finance Director

Date: December 10, 2019

Courtney Kramer

SUMMARY:

Versatile, organized, and adaptable professional with municipal government and financial accounting experience. I have proven skill with taking on new projects and growing them to successful fruition. I strive for open and clear communication with a focus on the customer/client. It is within my five-year plan to pursue a master's degree in Business Administration and Certified Public Accountant licensure.

EDUCATION:

Rockhurst University
Kansas City, Missouri

Business Administration / Accounting
May 2010

EMPLOYMENT HISTORY:

Accountant
Brush Creek Partners, LLC

July 2019 – Present
Kansas City, Missouri

- Responsible for all agency invoicing
- Perform general accounting duties such as accounts payable and receivable, journal entries, and transacting commissions
- Prepare disbursements for producer commissions, agency expenses, and premiums
- Reconcile all premiums received with carrier invoices to ensure proper payment is made

Accountant
Lockton Companies

December 2018 – July 2019
Kansas City, Missouri

- Completed the period close process through reconciling balance sheets, verifying accuracy of commission statements and calculating broker and producer payments
- Prepared journal entries, month end entries, and various financial reports
- Completed reconciliations for real estate, automotive, and copier leases
- Acted as the lead staff accountant for the producer subledger period close

Senior Financial Analyst
City of Manhattan

January 2014 – June 2018
Manhattan, Kansas

- Contributed to the annual budget by performing budgetary and financial analysis to funds as necessary
- Managed all debt-financed public construction projects and conducted quarterly status meetings
- Assisted Controller with debt issuance (general obligation bonds and temporary notes) and the annual audit
- Managed the Economic Development fund: annual company reporting, advised management of fund performance, and compilation/presentation of annual reports to the City Commission
- Staff liaison to the Special Alcohol Fund Advisory Committee

VOLUNTEER EXPERIENCE:

PTA Vice President of Membership
Rushton Elementary School

May 2019 – Present
Mission, Kansas

Business Finance Advisory Committee Member
Manhattan High School

October 2017 – Present
Manhattan, Kansas



ADMINISTRATION

Council Meeting Date: December 16, 2019

Consider approval of 2020 Prairie Village Legislative Platform

RECOMMENDATION

Staff recommends a motion to adopt the 2020 Prairie Village Legislative Platform.

BACKGROUND

Each year the City Council discusses and adopts a legislative platform, which establishes the City's legislative priorities for the upcoming Session. This document is shared and discussed with local, state, and federal elected officials who represent Prairie Village. It is also used by staff when determining whether the City should submit testimony on legislation. The proposed 2020 Legislative Platform is attached for the Council's review. This draft includes amendments made by the Council Committee of the Whole at the November 18 meeting.

ATTACHMENTS

2020 Prairie Village Legislative Platform Draft

PREPARED BY

Jamie Robichaud

Deputy City Administrator

Date: November 25, 2019

PRAIRIE VILLAGE 20~~19~~ LEGISLATIVE PLATFORM



PRAIRIE VILLAGE, KANSAS

State and local government are partners providing numerous governmental services that are funded and made available to citizens. Local units of government are closest to the citizens and therefore, are extremely well-positioned to represent the interests of citizens in the communities in which they live. The partnership depends upon stable funding, efficient use of citizens' resources, and responsiveness at the city and county level. We support respect and preservation of local authority, maintenance of local control of local revenue and spending, and oppose the devolution of State duties to local units of government without planning, time and resources.

REPEAL OF THE PROPERTY TAX LID

We strongly oppose any state-imposed limits on the taxing and spending authority of cities and counties and urge the repeal of the property tax lid legislation passed during the 2015 session and revised in the 2016 session of the Kansas Legislature. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. We note that these same taxing and spending limits on cities and counties were not placed on state government. State government should abide by the same taxing and spending decisions as they impose upon cities and counties.

Absent repeal, the state-imposed tax lid on local governments should be modified to require a public vote based on a protest petition provision. Additionally, the Kansas Legislature should review and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law, such as human resources costs, KPERS, intellectual and developmental disabilities costs, transit equipment, and mental health services, among other items. Further, the Kansas Legislature should review and consider amending the current statute to include a "hold harmless" provision that would allow local governments to lower property tax rates and, within the subsequent five years, return the property tax rate to prior level if necessary.

STATE FUNDING OF PUBLIC EDUCATION

We strongly support constitutionally adequate, equitable, and responsible funding for the public school system to a level that places Kansas among the leading states in support of a "world class" education. We oppose any further reduction in school funding, including any constitutional amendment releasing the legislature from this important duty. [We also urge the state government to fund special education at the level required by K.S.A. 72-3422.](#)

NON-PARTISAN ELECTIONS

We support continuing local elections on a non-partisan basis. We are opposed to any legislation that would require local elections to be conducted with partisan identification. We also support the return of local control for timing of local elections.

LOCAL GUN CONTROL

We strongly believe the ability to govern how firearms are possessed and transported throughout our community is a matter of local control. Local government should have the ability to regulate and enforce the possession and use of weapons within City-owned facilities, public parks, municipal pools, and City-owned vehicles. We urge state legislators to repeal House Bill No. 2578 that restricts local government from enacting important gun safety measures in their communities.

MAINTAIN LOCAL CONTROL OF REVENUE AND SPENDING

Our local communities across the state are best served and citizens' values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community.

LIMITS ON APPRAISED VALUATION GROWTH

We strongly support the continuation of the Kansas Legislature's decision not to implement artificial limits on appraised valuation growth by the state. Such limitations prevent local officials from making decisions the public expects of them and reduce bond ratings, resulting in more expensive debt service payments on needed capital projects. This ultimately has a negative effect on local taxpayers by reducing the services they receive for their tax dollars.

TAX POLICY & THE DARK STORE THEORY

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. The local tax burden has shifted too far to residential property taxes due to state policy changes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs. -These changes put Kansas counties and cities at a competitive sales tax disadvantage with Missouri. We also strongly support legislation that would require commercial properties to be appraised and valued based on their highest and best use and oppose any legislation that would allow commercial properties to utilize the "dark store theory" to appeal their assessed valuations. Municipalities rely on property tax revenue from large commercial retailers to pay for their share of essential city services. Any change in the way these properties are valued will have a detrimental impact to municipal operations and will result in the property tax burden shifting to residential property owners to make up for lost revenue.

INTERNET SALES TAX COLLECTIONS

We encourage the Kansas Legislature to pass legislation facilitating the collection of compensating use tax from purchases made from sellers (with no physical presence in a state) based on the U.S. Supreme Court decision in South Dakota v. Wayfair. Sales tax collected should be distributed using existing methods/formulas for the state and local governments.

SALES TAX EXEMPTION

We support the current law that exempts local government and public construction projects from sales tax. State-imposed sales tax on government purchases and projects will have only one effect: increased local property taxes. Purchases have to be made and construction must occur; imposition of a sales tax would increase the local tax burden to cover those added costs. This sales tax revenue does not help local government, but, in fact, hurts our local economy and our residents who have to pay much higher property taxes. Increased property and sales taxes ultimately reflect negatively on the state, given our proximity to Missouri.

OPPOSE UNFUNDED MANDATES

We support minimizing the financial and staffing implications of "devolution," the passing down of responsibilities to counties by the state and federal governments, by seeking funding for mandates and reasonable periods of time to phase in new funding responsibilities. Any budget reductions or changes in state taxation that reduce state resources with an impact on government services should be evaluated closely by the state and based on a cost benefit analysis of how such reductions would increase cost demands at either the local or state level. If the State reduces funding for government services, the State should provide greater flexibility and increased local ability to raise revenue beyond primarily sales and property tax sources.

STATUTORY PASS-THROUGH FUNDING

We call for the preservation of local government revenues that pass through the State of Kansas' treasury. These funds come from a longstanding partnership between local governments and the State and are generated via economic activity at the local level. Both alcoholic liquor tax funds and the local portion of motor fuel taxes should not be withheld from local governments and siphoned into the State General Fund. Seizure of these local funding sources may benefit the State, but it will increase the local property tax burden to replace lost revenue. Local governments, in recent years, have had to cope with the Kansas Legislature not funding Local Ad Valorem Tax Reduction (LAVTRF), County City Revenue Sharing (CCRS) demand transfers, and the machinery & equipment property tax "slider." Local governments should not be forced to further aid in balancing the State's budget. Since 1997, more than \$2.2B in formula demand transfers from the state to local governments have not been made. LAVTR dates back to the 1930s, with the existing statutory framework being established in 1965. LAVTR represents the

local share of certain cigarette revenue, stamp taxes, and cereal malt beverage taxes that the state removed in exchange for commitment to fund the LAVTR. CCRS was established in 1978 as part of an agreement between the state and local governments regarding a number of different taxes related to cigarette and liquor enforcement.

ABANDONED AND BLIGHTED HOUSING

We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

COMPREHENSIVE TRANSPORTATION PLAN

The current funding level is far from adequate to address ongoing statewide infrastructure funding needs; therefore, it is critical for our state highway funds to be used for the purpose for which they are collected. To ensure the critical well-being of Kansas infrastructure, funds should be allocated strategically to ensure there is an identifiable long-term return on investment for the entire state. Investing in growth areas is vital to creating a sustainable revenue stream that will address statewide infrastructure needs to support private sector job growth and public safety.

KPERS FUNDING

We support achieving a fully-funded public employee's retirement system within a reasonable period of time. Kansas state government should fully fund its portion of the employer contributions, and the local government KPERS should be separated from the state and school retirement system. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. Additionally, we support current provisions as they relate to accumulated leave and other human resources policies to determine a retiree's benefit. Possible policy changes could have a negative impact on local government employee recruitment and retention, particularly in the competitive Johnson County employment market.

KANSAS OPEN RECORDS AND OPEN MEETINGS ACT

We believe that an open government is essential to building public confidence. We support the retention of the limited exceptions in the Kansas Open Records Act (KORA) and the permitted subject matters for executive sessions contained in KORA currently found in the law. Additionally, we support the existing allowances for cost recovery for open records included under current law.

We also support amendments to update the Kansas Open Meetings Act (KOMA) and KORA to provide better guidance about the application of KOMA and KORA to all forms of electronic communication, including but not limited to social media. Further, we encourage legislative clarification in regard to the application of KOMA and KORA to subcommittees and working groups formed by local governmental bodies.

LEGISLATIVE PARTICIPATION

We support local officials and their representatives' ability to freely participate in the legislative process through advocacy and education on issues affecting local governments. Local officials, representing their citizens and taxpayers, must retain the authority to make decisions regarding membership in organizations and to participate in the legislative process through advocacy without cumbersome reporting requirements.

LOCAL CONTROL OF RIGHT OF WAY

2016 legislation granting placement of cell towers in city and county owned right of way, with little oversight, should be revised. Regulation of the placement of cell towers should be subject to reasonable local zoning processes, which review important community values such as safety and neighborhood concerns.

ADDRESSING THE CLIMATE CRISIS AS PUBLIC POLICY PRIORITY

We urge state government to recognize the consensus reached by the scientific community, including the United Nations Intergovernmental Panel on Climate Change, that climate change poses a global economic, social, and public safety crisis. At

all levels of government, policy makers should elevate sustainability, carbon emission reduction, and carbon capture to be included among the top line of policy priorities.

STATEWIDE ENERGY POLICY

We support a statewide energy policy standard to financially incentivize energy sources that protect air quality ~~and~~ reduce the dependency on oil and other nonrenewable resources, reduce carbon emission, and increase carbon capture. We support the development of a coordinated and comprehensive energy policy, including the use of renewables including wind and solar power, developed with strong input from municipalities.

MEDICAL MARIJUANA

We support the legalization of the exploration of the use of medical marijuana and its derivatives for the purpose of improving the quality of life of individuals with medical conditions that can benefit from its use.

STATEWIDE EXPANSION OF MEDICAID

We support Medicaid expansion through KanCare in Johnson County and throughout Kansas. Providing Medicaid is the responsibility of the state and federal government. The decision to limit Medicaid expansion has an impact on our citizens. Absent the State's participation in Medicaid expansion, taxpayers are required to pay for these services that would otherwise be covered by Medicaid.

RETURN STATE FUNDING LEVELS FOR SOCIAL SAFETY NET

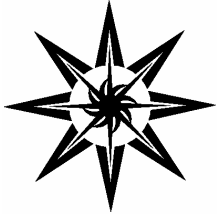
We support the restoration of funding to social services programs. These programs are critical for our most at-risk and vulnerable residents including child welfare, mental health, and our senior citizens.

NON-DISCRIMINATION

We strongly believe all people should be treated fairly and equally under the law. However, in Kansas, a gap currently exists in the applicable state and federal discrimination laws leaving LGBTQ people without protection from discrimination in housing, employment, and public accommodations. While the City of Prairie Village has passed a local non-discrimination ordinance to fill this gap, we urge the State to pass legislation to extend these protections state-wide.

DEVELOPMENT OF A COMPREHENSIVE BUDGETING PLAN

We strongly encourage the State of Kansas to develop a comprehensive budgeting plan to foster and enhance the State's struggling economy. We are in opposition to any financial practices that divert money from the Highway Fund or KPERS, or negatively impact the State's future financial position.



POLICE DEPARTMENT

Council Meeting Date: December 16, 2019

Consider purchase of In-car video and Body Worn Camera system

RECOMMENDATION

Staff recommends the purchase of 13 In-Car Video Systems and 40 Body Worn Cameras from Watch Guard for \$116,866.50. The PD is requesting an additional \$3133.50 in contingency for the project. Mission Hills will purchase an additional four (4) units for \$23,905.50. This purchase will be in 2020.

COUNCIL ACTION REQUESTED ON:

January 6, 2020

SUGGESTED MOTION

I move for approval of the purchase of the Watch Guard In-Car Video and Body Worn Camera System for no more than \$120,000.00 in 2020.

BACKGROUND

The current In-Car video platform is nearing end of life and experiencing more maintenance and repair issues. Over the last year, the Police Department researched various vendors of in-car video/body worn camera systems. We obtained three different quotes and decided that the Watch Guard system best fit the needs of the Department.

The Police Department will provide more information in a presentation during the Council Committee of the Whole meeting.

FUNDING SOURCE

Equipment Reserve Fund

VENDOR QUOTES

Watch Guard - \$116,866.50

Coban - \$112,568

Digital Ally - \$99,118.00

PREPARED BY

Tim M. Schwartzkopf

Chief of Police

December 11, 2019

MAYOR'S ANNOUNCEMENTS

Monday, December 16, 2019

Christmas Eve – City offices close at noon	12/24/2019	12:00 p.m.
Christmas Day – City offices closed	12/25/2019	All Day
New Year's Day – City offices closed	01/01/2020	All Day
City Council meeting	01/06/2020	6:00 p.m.
Planning Commission meeting	01/07/2020	7:00 p.m.

=====

The Prairie Village Arts Council is pleased to feature the State of the Arts during the month of January. The artist reception will be held from 6:00 p.m. to 7:00 p.m. on Friday, January 10.

INFORMATIONAL ITEMS
December 16, 2019

1. Planning Commission meeting minutes - November 5, 2019

PLANNING COMMISSION MINUTES
November 5, 2019

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 5, 2019 in the Council Chambers at 7700 Mission Road. Chair Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown and Greg Wolf.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official; Ron Nelson, Council Liaison; and Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Lenahan moved for the approval of the minutes of the October 1 regular Planning Commission meeting as presented. Mr. Wolf seconded the motion, which passed 5-0, with Mr. Birkel in abstention.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

**PC2019-121 Site Plan Application - Exception to
Neighborhood Design Standards - 19.08.025
Subsection E - Building Foundation Height
2211 W. 73rd Street**

Mr. Brewster stated that the applicant was seeking to tear down the existing structure and replace it with a new home with a higher foundation for proper drainage. Home elevations are addressed in Section 19.08.025.E of the Neighborhood Design Standards, and allow 6 to 24 inches of exposed foundation. Additionally, a new home that has a foundation height greater than one foot more than the previous home must come to the Planning Commission for an exception through site plan approval. The Commission may grant exceptions to any of the Neighborhood Design Standards, including the foundation height standards, subject to the site plan process.

Mr. Brewster noted that the applicant was requesting a foundation top 2.34 feet higher than the current top of foundation, which was more than the 1-foot increase allowed by regulation. He added that the proposal met the criteria for the Planning Commission to grant an exception and recommended approval subject to the following conditions:

1. The exception is limited to the plans included in the application and specifically the proposed top of foundation at the proposed 996-foot elevation contour.
2. The applicant receive all necessary drainage permits and impervious surface approvals from Public Works prior to obtaining building permits.

Brian Kuhn representing BK Builds was in attendance, and stated that he had no concerns with the staff report or conditions.

Mr. Birkel noted that some of the provided drawings showed the home sitting 3 feet higher than the garage floor. Mr. Kuhn stated he was unsure why the distance was so high, and would need to check with the engineer who developed the drawings. Mr. Dringman asked the applicant if the current house was slab-on-grade, and Mr. Kuhn stated that it was. Mr. Dringman said that for a slab-on-grade home, he regarded the finished floor as the top of foundation. This means that the starting point for the exception measurement would actually be one foot above the current finished floor. As a result, the applicant only needed approximately 0.34 feet more than what was permitted by regulation.

Mr. Wolf made a motion to approve the site plan subject to the conditions recommended by staff. Mr. Breneman seconded the motion, which passed unanimously.

**PC2019-122 New Monument Sign Application
CFD#2 - 7810 Mission Road**

Paul Hontz with Architectural Stone Products, the manufacturer of the sign, was present, along with Consolidated Fire District #2 Chief Tony Lopez. Mr. Brewster stated that the sign was for the new fire station adjacent to City Hall. He noted that the lot was non-conforming, and did not have direct access to Mission Road. An access easement was obtained from the property to the east that fronts Mission Road. The sign would be located to the west of the parking pad in the easement entry to the lot. Because the sign is an irregular shape, interpretations had to be made to ensure it was less than the 20 square feet maximum described in zoning regulations.

Staff recommended approval subject to the following condition:

1. The easement allowing a sign at this location (or other permission or grant by the property owner) be verified prior to final permits.

Mr. Wolf made a motion to approve the site plan subject to the condition recommended by staff. Mr. Breneman seconded the motion, which passed unanimously.

OTHER BUSINESS

Consider Approval of Zoning Regulation Interpretations

Mr. Brewster said that while staff had been reviewing the Neighborhood Design Standards, questions arose over how to interpret several specific standards. He added that the standards were being presented to the Planning Commission to ensure members were in agreement with staff interpretations. A document focusing on the following five items was included in the meeting packet:

Wall planes

The wall plane for standards addressing the side elevation includes the basic mass nearest the side property line. It may exclude the following: any wall plane more than 12 feet from the facade closest to the property line; any portion of an exposed foundation; portions of pitched roofs; fascia, sill plates or other ornamental trim; unenclosed projections such as porches and patios, provided wall planes associated with roof or low walls would count, and any enclosure of the projection whether screen, window or wall would count.

Window and entrance percentages

This standard requires at least 8% window openings on side elevations, and applies to the wall plane closest to the side lot line, which includes all of the wall plane elements within 12 feet of that wall plane nearest the side lot line. Additionally, up to 3% of the total of this requirement may include ornamental features such as trim or ornamental details grouping openings together. Faux openings and garage doors do not count.

Additional setback

The additional setback in Section D.2.b. is different than projections or offsets in Section D.2.a. “Additional setback” is a measure that applies to the relationship to the side lot line, based on the overall massing and volume of the building. “Projections” and “offsets” are measures that apply to a wall plane based on its size, regardless of how near or far it is from the lot line. Therefore, Section D.2.b has the following effect:

- 100% of any elevation may be established at 4 feet beyond the minimum side setback, regardless of size.
- 100% of any elevation with a wall plane less than 800 square feet may be established at any place behind the minimum side setback.
- For wall planes larger than 800 square feet, 75% of the wall plane can be placed at the minimum side setback or within 4 feet beyond the required side setback, but the remaining 25% must be setback an additional 4 feet beyond the minimum setback.

Architectural details

Projections and offsets are measures that apply to a wall plane based on its size, regardless of how near or far it is to the lot line. Therefore, Section D.2.a has the following effect:

- Wall planes that are 500 square feet or less require no features (other than the percentage of windows and doors).
- Wall planes over 500 square feet must be broken into distinct masses of at least 20% of total wall plane (projections, offsets, bay windows and other architectural

elements that provide at least 1.5 feet projecting and 2 feet offset of differentiation in the wall plane).

Side setback

The setback requirements have the following effect:

- All buildings shall meet the minimum required width setback on both sides.
- Where lots are wider than the minimum, the required setback is greater based on 20% of the lot width.
- The width is measured at the front setback line (or platted front building line, if applicable).
- The required setback, to the extent a lot requires more than the minimum, may be apportioned in any way so that the cumulative side setback is 20% between both sides.

Mrs. Robichaud stated that there had been confusion among builders and architects based on their interpretations of the standards. She added that if the Planning Commission agreed to the interpretations presented by staff, a training session would be scheduled in the next few months for builders and architects to better understand the regulations.

All Commission members endorsed the interpretations. No formal vote was required.

Mrs. Robichaud said a Planning Commission work session had been tentatively scheduled for December 17 to discuss Village Vision 2.0.

ADJOURNMENT

With no further business to come before the Commission, Chair Nancy Wallerstein adjourned the meeting at 7:47 p.m.

Nancy Wallerstein
Chair