

Members of the Governing Body will participate by video call-in only due to the COVID-19 pandemic. The public will be able to view the meeting at:

<https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, June 21, 2021
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **PRESENTATIONS**

Presentation of 2020 Audit
Stacy Hammond and Emily Sheldon - BT&Co, P.A.

VI. **PUBLIC PARTICIPATION**

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name, address, and email address prior to 3 p.m. on June 21. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email cityclerk@pvkansas.com prior to 3 p.m. on June 21 to be shared with Councilmembers prior to the meeting.

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 regular City Council meeting minutes - June 7, 2021
2. Approval of expenditure ordinance #3003
3. Consider the approval of a contract with Great Plains SPCA for animal shelter services

VIII. **COMMITTEE REPORTS**

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

COU2021-50 Consider approval of revisions to Chapter III of the Municipal Code of the City of Prairie Village, entitled "Beverages"
David Waters

COU2021-51 Establishment of a separate non-budgeted federal grant fund for funds received through the American Rescue Plan Act
Nickie Lee

COU2021-52 Consider design agreement with GBA, Inc., for the design of the 2021 drainage program
Keith Bredehoeft / Cliff Speegle

Discussion on Bird Scooters
Keith Bredehoeft

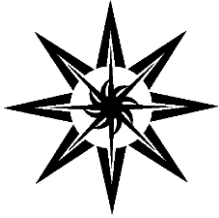
XIII. **COUNCIL COMMITTEE OF THE WHOLE** (Council President presiding)

XIV. **EXECUTIVE SESSION**

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, etc., 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.



ADMINISTRATION DEPARTMENT

Council Meeting Date: June 21, 2021

Presentation of 2020 Audit - Berberich, Trahan & Company, P.A.

Attached please find the Draft Statement on Auditing Standards (SAS) letter to the Mayor and City Council. The full 2020 Comprehensive Annual Financial Report will be distributed to the Governing Body and posted to the website in the days following the presentation.

ATTACHMENTS:

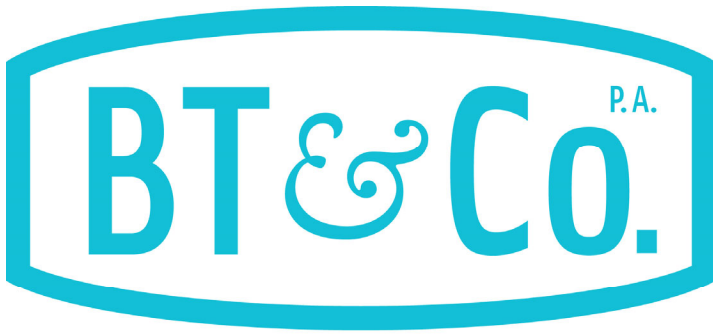
- **Prairie Village Draft SAS Letter**
-

Prepared by:

Nickie Lee

Finance Director

Date: June 11, 2021



Certified Public Accountants

CITY OF PRAIRIE VILLAGE, KANSAS

Report to the Honorable Mayor and City Council
June 10, 2021



Certified Public Accountants

June 10, 2021

To the Honorable Mayor and City Council of the
City of Prairie Village, Kansas

We are pleased to present this report related to our audit of the financial statements of the City of Prairie Village, Kansas (the City) for the year ended December 31, 2020. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the Honorable Mayor, City Council and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City.

BT + Co., P.A.

4301 SW Huntoon St. Topeka, KS 66604 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandcccpa.com

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CITY OF PRAIRIE VILLAGE, KANSAS
Report to the Honorable Mayor and City Council
June 10, 2021

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Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities with Regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America and the Kansas Municipal Audit and Accounting Guide have been described to you in our arrangement letter dated November 11, 2020.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	<p>Preferability of Accounting Policies and Practices</p> <p>Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit period.</p> <p>Adoption of, or Change in, Accounting Policies</p> <p>Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The City did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period.</p> <p>Significant or Unusual Transactions</p> <p>We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p>

Area	Comments
	<p>Management’s Judgments and Accounting Estimates</p> <p>Accounting estimates are an integral part of the preparation of financial statements and are based upon management’s current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached “Summary of Significant Accounting Estimates.”</p>
Audit Adjustments	Audit adjustments proposed by us and recorded by the City are summarized in the attached representation letter.
Disagreements with Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management’s judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
Consultations with Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
Significant Issues Discussed with Management	No significant issues arising from the audit were discussed with or the subject of correspondence with management.
Significant Difficulties Encountered in Performing the Audit	We did not encounter any significant difficulties in dealing with management during the audit
Certain Written Communications Between Management and Our Firm	Copies of certain written communications between our firm and the management of the City, including the representation letter provided to us by management, are attached.

City of Prairie Village, Kansas

Summary of Significant Accounting Estimates

Year Ended December 31, 2020

The following describes the significant accounting estimates reflected in the City's December 31, 2020, financial statements:

Estimate	Accounting Policy	Management's Estimation Process	Basis for Our Conclusions on Reasonableness of Estimate
Total OPEB Liability - Health Insurance and KPERS Disability Benefits and Life Insurance	The total OPEB liabilities are computed by independent actuarial firms. The disclosures are based upon numerous assumptions and estimates, including the expected rate of investment return, the interest rate used to determine the present value, and medical care cost trend rates.	Management obtains and reviews the calculations prepared by the actuarial firms. The rates of return are based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Net Pension Liability - Police Department Retirement Plan	The net pension liability is computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return and the interest rate used to determine the present value.	Management obtains and reviews the calculations prepared by the actuarial firm. The rate of return is based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Net Pension Liability - KPERS	The net pension liability is computed by an independent actuarial firm hired by KPERS.	Management of the City obtained and reviewed the Schedule of Employer and Non-Employer Allocations and Schedule of Pension Amounts by Employer and Non-Employer as of June 30, 2020 that were audited by other auditors. Management compared their employer contributions as shown on these schedules to the City's actual contributions and recalculated its allocated percentage and its share of the collective net pension liability.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

BT&Co., P.A.
4301 SW Huntoon Street
Topeka, Kansas 66604-1659

This representation letter is provided in connection with your audit of the basic financial statements of the City of Prairie Village, Kansas (the City) as of and for the ended December 31, 2020 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, as of the date of the auditors' report, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated November 11, 2020, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We have identified for you all organizations that are a part of this reporting entity or with which we have a relationship, as these organizations are defined in Section 2100 of the Government Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, that are component units.
3. We have identified for you all of our funds and governmental functions.
4. We have properly classified all funds and activities.
5. We have properly determined and reported the major governmental and enterprise funds based on the required quantitative criteria. We have determined the Bond and Interest Fund to be major for public interest reasons and believe that it is particularly important to the financial statement users.
6. We are responsible for compliance with laws and regulations applicable to the City including adopting, approving, and amending budgets.
7. We have identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts including legal and contractual provisions for reporting specific activities in separate funds.
8. We acknowledge our responsibility 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.
9. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

10. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
11. Related-party transactions, including those with the component unit for which the City is accountable, and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements, and guarantees, have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
12. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
13. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
14. The following have been properly recorded and/or disclosed in the financial statements:
 - a. Net positions and fund balance classifications.
 - b. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.
 - c. Liens or encumbrances on assets or revenues or any assets or revenues which were pledged as collateral for any liability or which were subordinated in any way.
 - d. The fair value of investments.
 - e. Amounts of contractual obligations for construction and purchase of real property or equipment not included in the liabilities or encumbrances recorded on the books.
 - f. Debt issue provisions.
 - g. All significant estimates and material concentrations known to management which are required to be disclosed.
 - h. Risk financing activities.
 - i. Deposits and investment securities categories of risk.
 - j. The effect on the financial statements of standards which have been issued, but which we have not yet adopted.
15. We have no plans or intentions that may materially affect the carrying value or classification of assets or liabilities. In that regard:
 - a. The City has no significant amounts of idle property and equipment.
 - b. The City has no plans or intentions to discontinue the operations of any activities or programs or to discontinue any significant operations.
16. We are responsible for making the accounting estimates included in the financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:
 - a. To reduce receivables to their estimated net collectable amounts.
 - b. For pension obligations, post-retirement benefits other than pensions, and deferred compensation agreements attributable to employee services rendered through December 31, 2020.
17. There are no:
 - a. Material transactions that have not been properly recorded in the accounting records underlying the financial statements.
 - b. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss

contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a "potentially responsible party" by the Environmental Protection Agency in connection with any environmental contamination.

- c. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed.
 - d. Guarantees, whether written or oral, under which the City is contingently liable.
 - e. Lines of credit or similar arrangements.
 - f. Agreements to repurchase assets previously sold.
 - g. Security agreements in effect under the Uniform Commercial Code.
 - h. Liabilities which are subordinated in any way to any other actual or possible liabilities.
 - i. Debt issue repurchase options or agreements, or sinking fund debt repurchase ordinance requirements.
 - j. Leases or material amounts of rental obligations under long-term leases.
 - k. Authorized but unissued bonds and/or notes.
 - l. Derivative financial instruments.
 - m. Special and extraordinary items.
 - n. Arbitrage rebate liabilities.
 - o. Impairments of capital assets.
18. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.
 19. The City has satisfactory title to all owned assets.
 20. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance. In connection therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act and Uniform Guidance, because we have not received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.
 21. Net positions (net investment in capital assets; restricted; and unrestricted) and fund balances are properly classified and, when applicable, approved.
 22. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the statement of activities and allocations have been made on a reasonable basis.
 23. Revenues have been appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments or contributions to permanent fund principal.
 24. Capital assets, including infrastructure assets, are properly capitalized, reported and depreciated.

25. We agree with the findings of specialists in evaluating the fair value of investments, other postemployment benefit liabilities, and pension liabilities and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
26. We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

27. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit;
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence; and
 - d. Minutes of the meetings of governing board and committees of board members, or summaries of actions of recent meetings for which minutes have not yet been prepared.
28. All transactions have been recorded in the accounting records and are reflected in the financial statements.
29. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
30. We have no knowledge of allegations of fraud or suspected fraud, affecting the City's financial statements involving:
 - a. Management.
 - b. Employees who have significant roles in the internal control.
 - c. Others where the fraud could have a material effect on the financial statements.
31. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements received in communications from employees, former employees, analysts, regulators, or others.
32. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.
33. We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statements.
34. We have disclosed to you the identity of the City's related parties and all the related-party relationships and transactions of which we are aware.
35. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize, and report financial data.
36. We are aware of no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

37. With respect to supplementary information presented in relation to the financial statements as a whole:
- We acknowledge our responsibility for the presentation of such information.
 - We believe such information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - The methods of measurement or presentation have not changed from those used in the prior period.
38. With respect to the required supplementary information presented as required by the Governmental Accounting Standards Board to supplement the basic financial statements:
- We acknowledge our responsibility for the presentation of such required supplementary information.
 - We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.
 - The methods of measurement or presentation have not changed from those used in the prior period.
39. During the course of your audit, you may have accumulated records containing data which should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.
40. With respect to financial statement preparation services performed in the course of the audit:
- We have made all management decisions and performed all management functions;
 - We assigned an appropriate individual to oversee the services;
 - We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;
 - We have accepted responsibility for the results of the services; and
 - We have accepted responsibility for all significant judgments and decisions that were made.

Very truly yours,

CITY OF PRAIRIE VILLAGE, KANSAS



Wes Jordan, City Administrator

Date Signed

6/10/21



Nicole Lee, Finance Director

Date Signed

6/10/2021

City of Prairie Village, Kansas

Year End: December 31, 2020

Adjusting Journal Entries

Number	Date	Account Name	Account Number	Debit	Credit
1	12/31/2020	Cash, Including Investments	25-00-00-1001-000	42.00	
		Fund Balance	25-00-00-3000-000		-50,250.00
		Interest Income	25-00-00-4103-000		-163.00
		TIF Prop Tax - Meadowbrook	25-00-00-4120-000		-339,328.00
		Debt Service (Principal)	25-00-00-9000-000	100,000.00	
		Debt Service (Interest and Other)	25-00-00-9100-000	289,699.00	
		To record 2016A bond activity			
2	12/31/2020	CARES ACT Funding	BTC 01-4000		-689,201.00
		COVID-19 Related Costs	BTC 01-5999	311,339.00	
		Suspense	01-00-00-2111-000	253,769.00	
		Contract Services	01-01-01-6009-000	191.00	
		Contract Services	01-01-04-6009-000	30,356.00	
		Contract Services	01-01-04-6009-000	295.00	
		Contract Services	01-01-04-6009-000	531.00	
		Contract Services	01-01-32-6009-000	400.00	
		Contract Services	01-01-32-6009-000	191.00	
		Contract Services	01-01-34-6009-000	191.00	
		Contract Services	01-01-38-6009-000	191.00	
		Contract Serv-Drug Testing	01-02-11-6009-122	531.00	
		Contract Serv-Drug Testing	01-02-11-6009-122	100.00	
		Contract Serv-Physicals	01-02-11-6009-161	468.00	
		Street Op Supplies-Signs	01-02-14-7004-181	936.00	
		Bldg. Maint./Rpr-Door Repairs	01-02-19-6033-119	6,285.00	
		Bldg. Maint./Rpr-HVAC	01-02-19-6033-142	20,450.00	
		Bldg. Maint./Rpr-Janitorial	01-02-19-6033-145	288.00	
		Bldg. Maint./Rpr-Plumbing	01-02-19-6033-165	14,910.00	
		Clothing-Safety Items	01-02-19-7002-179	235.00	
		Bldg. Op Suppl-Parts	01-02-19-7003-158	1,740.00	
		Bldg. Op Suppl-Parts	01-02-19-7003-158	908.00	
		Bldg. Op Suppl-Parts	01-02-19-7003-158	593.00	
		Bldg. Op Suppl-Restroom Supp	01-02-19-7003-176	8,751.00	
		Bldg. Maint./Rpr-Plumbing	01-02-20-6033-165	14,510.00	
		Bldg. Maint./Rpr-Plumbing	01-02-20-6033-165	1,400.00	
		Medical Costs/Tests/Assessment	01-03-21-6009-029	252.00	
		Medical Costs/Tests/Assessment	01-03-21-6009-029	640.00	
		Medical Costs/Tests/Assessment	01-03-21-6009-029	443.00	
		Communications	01-03-22-6001-000	270.00	
		Miscellaneous	01-03-22-6029-038	355.00	
		Office Supplies	01-03-22-7000-000	39.00	
		Office Supplies	01-03-22-7000-000	39.00	
		Miscellaneous	01-03-22-7000-038	105.00	

Miscellaneous	01-03-22-7000-038	343.00
Miscellaneous	01-03-22-7000-038	383.00
Equipment Operating Supplies	01-03-22-7010-000	288.00
Other Commodities	01-03-22-7014-000	120.00
Contract Services	01-03-25-6009-000	676.00
Vehicular Maintenance & Repair	01-03-25-6025-000	705.00
Vehicular Operating Supplies	01-03-25-7009-000	350.00
Equipment Operating Supplies	01-03-25-7010-000	14.00
Equipment Operating Supplies	01-03-25-7010-000	16.00
Equipment Operating Supplies	01-03-25-7010-000	600.00
Field Equipment	01-03-25-8003-000	1,189.00
Contract Services	01-03-26-6009-000	42.00
Contract Services	01-03-31-6009-000	42.00
Software Maintenance	01-03-37-6010-000	266.00
Software Maintenance	01-03-37-6010-000	205.00
Software Maintenance	01-03-37-6010-000	251.00
Computer Equipment	01-03-37-8001-000	5,262.00
Miscellaneous Equipment	01-03-37-8004-000	35.00
Contract Services	01-04-48-6009-000	191.00
Office Supplies	01-04-48-7000-000	3,611.00
Office Supplies	01-04-48-7000-000	372.00
Office Supplies	01-04-48-7000-000	255.00
Contract Services - Contract	01-05-35-6009-012	191.00
Office Supplies - Code Enforce	01-05-35-7000-028	309.00
Office Equipment	01-05-35-8000-000	643.00
Office Equipment	01-05-35-8000-000	1,140.00

Report-only entry to separate out COVID-19 revenue
and expenditures netted in a suspense account

3	12/31/2020	Deferred Outflows-Pension	1,073,157.00	
		Net Pension Liability		-4,907,503.00
		Deferred Inflows-Pension		-1,180,905.00
		Fund Balance	4,899,414.00	
		PS Expense	115,837.00	

Entity-wide entry to record Police
Department Retirement Plan activity

4	12/31/2020	GO Bonds Payable		-23,295,000.00
		Interest Payable		-236,535.00
		Deferred Bond Premium		-1,078,510.00
		Fund Balance	25,944,496.00	
		Principal Retirement Expense		-1,335,000.00
		Interest Expense	62,686.00	
		Amortization Expense		-62,137.00

Entity-wide entry to record debt
activity

5	12/31/2020	Accrued Compensated Absences		-567,403.00
		Accrued Compensated Absences - LT		-101,073.00
		Fund Balance	572,265.00	
		UM Expense	96,211.00	
		Entity-wide entry to accrue compensated absences		
6	12/31/2020	Equipment	6,060,548.00	
		Infrastructure	60,467,235.00	
		Land	14,961,866.00	
		Improvements	1,445,899.00	
		Buildings	6,815,565.00	
		Construction in Process	35,077,590.00	
		Accumulated Depreciation		-14,471,840.00
		Fund Balance		-99,686,555.00
		OFS - Proceeds from Sale	89,340.00	
		UM Expense	200,005.00	
		PS Expense	170,560.00	
		PW Expense	2,368,368.00	
		PR Expense	4,245.00	
		GG Expense	62,646.00	
		CD Expense	1,783.00	
		Gain on Sale of Capital Assets		-89,340.00
		Capital Outlay		-13,477,915.00
		Entity-wide entry to record capital asset activity		
7	12/31/2020	Deferred Outflows-OPEB	112,472.00	
		Total OPEB Liability		-506,740.00
		Deferred Inflows-OPEB		-37,644.00
		Fund Balance	219,126.00	
		GG Expense	212,786.00	
		Entity-wide entry to record OPEB activity		
8	12/31/2020	Deferred Outflows-Pension	1,054,075.00	
		Net Pension Liability		-3,603,955.00
		Deferred Inflows-Pension		-46,333.00
		Fund Balance	2,403,205.00	
		GG Expense	193,008.00	
		Entity-wide entry to record KPERS pension plan activity		



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JUNE 7, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 7, 2021, at 6:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the Deputy City Clerk with the following Councilmembers in attendance remotely via Zoom: Chad Herring, Jori Nelson, Inga Selders, Ron Nelson, Tucker Poling, Bonnie Limbird, Sheila Myers, Piper Reimer, Dan Runion, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present via Zoom: Byron Roberson, Chief of Police; Keith Bredehoeft, Public Works Director; Melissa Prenger, Public Works Project Manager; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Meghan Buom, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Nickie Lee, Finance Director; Ashley Freburg, Deputy City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Ms. Selders made a motion to approve the agenda for June 7, 2021 with the addition of a request for consideration of event funding by the Diversity Committee. Ms. Limbird seconded the motion, which passed unanimously.

PRESENTATIONS

- Mayor Mikkelson read a proclamation for LGBTQ+ Pride Month
- Mr. Jeff Stewart, Executive Director of Johnson County Parks and Recreation District, presented plans for phase 2 of Meadowbrook Park.

PUBLIC PARTICIPATION

Jerad Foster, 7348 Roe Circle, and Molly Moore, 7400 Roe Circle, spoke during public participation about the removal of trees at Prairie Baptist Church. Both expressed their disappointment with the removal of trees on the property and the lack of neighborhood notification and participation. Foster requested the church follow ordinances that require



them to screen their parking lot. Foster specifically requested the church install privacy fencing.

CONSENT AGENDA

Mayor Mikkelson asked for a motion to approve the consent agenda. One item was on the consent agenda:

1. Approval of regular City Council meeting minutes - May 17, 2021

Mr. Nelson 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, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- Mr. Graves shared an update from the Environmental Committee. Recent topics of interest by the committee include community gardening, native planting, mattress recycling, and the reduction in use of two-cycle gas leaf blowers. Mr. Graves reported that the Environmental Committee would soon participate in KOMA and KORA training.
- Mrs. McFadden shared that VillageFest is approaching. She noted that due to current COVID-19 pandemic protocols, those under the age of 12 and those who are not vaccinated are still encouraged to mask up. Due to the nature of the ongoing pandemic, VillageFest is planned as a drive-through event again this year. It will be held from 9 a.m. to noon, July 4.
- Ms. Limbird shared a reminder about the inaugural Prairie Village Art Walk on June 11, which will include a ribbon cutting ceremony for the “Fifties Freedom in the Village” sculpture at 71st Street and Mission Road. The art walk will be available all summer.
- Ms. Selders stated that planning for the 2021 JazzFest event continues. Committee members are booking performers and food and beverage vendors. The committee is also securing sponsors for the event and working on VIP packages.
- Ms. Reimer shared that the Drug and Alcoholism Council, through UCS met and set the schedule for presentations for funding requests. The group will meet again August 19.
- Mr. Herring provided an update from the Tree Board. He congratulated local fifth grader Leah Norris who was the district winner of the Arbor Day poster contest



hosted by the state forestry service. An event was held in Wassmer Park June 5, 2021 to celebrate Leah's accomplishment.

MAYOR'S REPORT

- The Mayor provided an update on the COVID-19 pandemic, noting that COVID-19 numbers are bottoming out compared to where they had been. He recommended that kids under the age of 12 still wear masks since they are unable to be vaccinated. Vaccines are now widely available for those ages 12 and up by appointment through Johnson County or with walk-in opportunities. In Prairie Village zip codes, more than 50 percent of those 12 and up are fully vaccinated.
- The Mayor provided an update on the American Rescue Act. He said funds were initially expected in May. Funds are now at the State, and are expected to be distributed to cities in July.
- The Mayor noted that the Prairie Village pool is open and fully staffed. However, a major leak has been discovered in the adult pool and lap pool. Repairs are underway, and the other pools are open. The pools where the leaks exist are more than 50 years old.
- The Mayor reported that he served on a Northeast Johnson County Chamber of Commerce panel with another mayor and a few business owners regarding jobs and unemployment.
- The Mayor met with the Prairie Village Foundation's new leadership - Laura Wassmer and Marianne Noll to hear about their plans for the Foundation.
- The Mayor's Climate Accord has been having periodic meetings. The Mayor attended one last week that he said was special because a guest on the call was Gina McCarthy, Senior White House Advisor on Climate Change.
- The Mayor shared a "Collegiality Tip." He said it is a constant challenge to maintain collegiality and mutual respect. He said it is incumbent on everyone to work together and put the city first.
- The Mayor reported that construction on the Prairie Village Public Works building is on time and on budget.
- The Mayor reminded everyone of the Juneteenth celebration that will be at Franklin Park June 19.
- The Mayor congratulated Councilmember Ron Nelson and Councilmember Terrance Gallagher who will be running unopposed in the upcoming election. He also congratulated current parks board volunteer Lauren Wolf who is also running unopposed for City Council.
- The Mayor thanked Councilmember Sheila Myers, Councilmember Jori Nelson, Councilmember Tucker Polling, and Councilmember Dan Runion for their contributions to the City. Each have chosen not to run for re-election.
- The Mayor commented on several upcoming events. He noted that United Community Services has an upcoming summit meeting June 16. Work on the Charter Commission



continues. The Mayor will be attending the League of Kansas Municipalities mayor's conference. June 8 is the NEJC Legislative wrap-up.

- The Mayor noted that Penny Mann is retiring from City staff. A reception will be held Thursday, June 10.

STAFF REPORTS

- Mr. Bredehoeft provided an update regarding the parking lot repairs at Prairie Baptist Church. Staff is working with the church on lighting and fencing. Some of the lights they had were shining right at the homes. They had previously been blocked by trees. The drainage permit reviewed by Public Works did not include fencing. The church is looking into the option of a black-coated chain-link fence with privacy screening.
- Mr. Bredehoeft provided an update on the status of repairs to the Prairie Village Municipal Pool Complex. Three years ago, staff started seeing problems with the adult pool and the lap/meter pool. A year ago, a leak in the adult pool was identified and repaired. When filling the pool this year, signs of a new leak began to show. Over the weekend, crews were able to identify that the leak is in the lap/meter pool. The pool is not holding water. Testing indicates there are leaks in one or two locations in the main trunk line. On June 8, a hole will be cut into the bottom of the pool to identify the issue. There may be another location that also needs repairs.
- Mr. Bredehoeft provided construction updates on the skate park and Public Works facility. He reported that NewLine Skate Parks is preparing to pour concrete at the reconstructed skate park. He also said that staff anticipates being able to occupy the new PW facility by late August.
- Ms. Lee provided an update on the American Recovery Act funding. Staff anticipates receiving the funds in July. In June, the City will create a new fund to account for the distribution until the Council decides how to use it. Ms. Lee also said the 2020 audit report will be shared during the next City Council meeting.
- Chief Roberson announced the inaugural Youth Police Academy. Nine students from Shawnee Mission East High School are enrolled. The program will mirror the Citizens Police Academy. The group will meet twice weekly over three weeks.
- Mr. Schwartzkopf provided updates on returning to in-person City Council meetings. The audio/video equipment in the Council Chambers was tested a few weeks ago, and some of the new hardware failed. On May 14, a power surge or power anomaly—confirmed by Evergy—caused damage to a number of pieces of new hardware. The extent of the damage is still being assessed. Staff is looking for ways to mitigate future damage. A hybrid in-person/online option for Council Meetings will not be available by June 21.



- Mr. Jordan reported that Bird Scooters has notified staff they would like to come to Prairie Village, particularly the Shops at Prairie Village. The Council will need to consider approval of the application since it would be operating largely in City rights-of-way and the application would need to be approved by Council once it is received.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2021-47 Consider approval of Supplemental No. 1 with BBN Architects, Inc. for the design of the park projects at Taliaferro Park

Ms. Prenger stated that staff recommends approval of the supplemental design agreement for the design of a custom-built park shelter in the amount of \$16,561. The Council approved the agreement for the design of Taliaferro Park in January. Since then, more than 162 residents participated in an online survey regarding design options. Residents expressed interest in the rectangle-shaped shelter. Staff believes a custom-built shelter fits into the budget for the project. However, due to the current costs of lumber and steel, it will be included in the bid documents as a construction alternate.

Since the shelter configuration has been selected, staff will submit the layout to Evergy for guidance regarding solar power for either the new restroom or the new shelter.

Mr. Herring made a motion to approve Supplemental No. 1 with BBN Architects, Inc. for the design of the custom-built park shelter in the amount of \$16,561. Mrs. Myers seconded the motion, which passed unanimously.

COU2021-48 Consider approval of a contract with McAnany Construction for the 2021 UBAS and CARS program (UBAS2021 / 79ST0001)

Ms. Prenger stated that the City has combined the 2021 UBAS program and the CARS program have been combined because the CARS program is a mix of UBAS and mill and overlay on 79th Street from Roe to Lamar.

Mrs. Myers made a motion to approve the construction contract with McAnany Construction, Inc. for the 2021 UBAS and CARS program in the amount of \$578,377. Ms. Nelson seconded the motion, which passed unanimously.

COU2021-49 Consider construction administration agreement with Trekk Design Group for 2021 construction projects



Ms. Prenger stated that the contract is for Trekk design group to supplement the city's construction inspectors. The agreement represents 2.8% of construction costs. Trekk will be used for 2021 paving and the drainage program. Staff has not gone out to bid for inspection service since 2015-2018 as three construction inspection firms were selected at that time. Staff will request proposals again in 2022.

Mrs. McFadden made a motion to approve the construction administration agreement with Trekk Design Group for 2021 construction projects in the amount of \$87,964.40. Ms. Nelson seconded the motion, which passed unanimously.

Consider request from the Prairie Village Diversity Committee for funding for the Juneteenth Freedom Festival

Ms. Selders presented plans for the Juneteenth Celebration planned to be held June 19 at Franklin Park. The Diversity Committee is partnering with Stand Up for Black Lives + Prairie Village and NAACP of Johnson County as sponsors for the inaugural Juneteenth Freedom Festival in Prairie Village. The committee is requesting \$1,219 from the City Budget to be allocated to the Juneteenth Freedom Festival.

Ms. Selders made a motion to approve the request of \$1,219 for the Juneteenth Freedom Festival. Mr. Polling seconded the motion, which passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mr. Herring made a motion to adjourn the meeting. Ms. Limbird seconded the motion, which passed unanimously.

Mayor Mikkelsen declared the meeting adjourned at 7:39 p.m.

Ashley Freburg
Deputy City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 7, 2021

Copy of Ordinance
3003

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
24013-24019	5/7/2021	✓ 389,340.72 ✓	
24020-24099	5/14/2021	✓ 507,253.14 ✓	
24100-24102	5/21/2021	✓ 5,019.91 ✓	
24103-24181	5/28/2021	✓ 1,012,665.30 ✓	
Payroll Expenditures			
5/7/2021		✓ 335,005.63 ✓	
5/21/2021		✓ 324,436.29 ✓	
Electronic Payments			
Electronic Pmnts	5/7/2021	✓ 4,881.06 ✓	
	5/10/2021	✓ 14,197.71 ✓	
	5/11/2021	✓ 4,240.41 ✓	
	5/13/2021	✓ 32.45 ✓	
	5/24/2021	✓ 157.92 ✓	
TOTAL EXPENDITURES:			2,597,230.54 ✓
Voided Checks			
	Check #	(Amount)	
Battery Source Inc	24027	✓ (35.90) ✓	
TOTAL VOIDED CHECKS:			(35.90)
GRAND TOTAL CLAIMS ORDINANCE			2,597,194.64 ✓

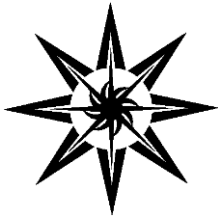
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 7th day of June 2021.

Signed or Approved this 7th day of June 2021.

ATTEST: Courtney Kramey 6/4/21
City Treasurer

ATTEST: David R. [Signature] 6-4-21
Finance Director



POLICE DEPARTMENT

Council Meeting Date: June 21, 2021

CONSENT AGENDA: Consider the approval of a contract with Great Plains SPCA for animal shelter services.

RECOMMENDATION

Staff recommends the approval of a contract with Great Plains SPCA for animal shelter services.

COUNCIL ACTION REQUESTED ON: June 21, 2021

BACKGROUND

The Police Department currently receives animal shelter services for the animal control unit, from Animal Medical Center (AMC). The contract with AMC has expired and AMC's proposed new contract has several price increases. The Community Service Officers researched the pricing and services provided by AMC and compared it to Great Plains SPCA. They believe Great Plains SPCA can provide the same or better services as AMC at a lower price.

Several other local agencies, including Overland Park, Leawood, Mission, and Merriam utilize Great Plains SPCA for animal shelter services and are satisfied with the service that they provide. The proposed contract with Great Plains SPCA is substantially similar to the contract and services previously provided by AMC, but with lower costs. Animal shelter services are billed per use and currently paid out of a contract services line item in the police department budget. Changing animal shelter services to Great Plains SPCA could result in savings for the budget depending on the amount of use. The Police Department recommends that Council approve the contract with Great Plains SPCA for animal shelter services.

FUNDING SOURCE:

01-03-23-6009-000

ATTACHMENTS

Proposed contract with Great Plains SPCA

PREPARED BY

Captain Eric McCullough
Patrol Division Commander
June 3, 2021

City Boarding Agreement

THIS AGREEMENT (this "Agreement") is effective as of July 1st, 2021 by and between **Prairie Village, KS ("CITY")** and **GREAT PLAINS SPCA ("GREAT PLAINS")** for and on behalf of itself and its subsidiaries.

WHEREAS, the City has enacted certain ordinances prohibiting dogs and cats from running at large in the City, mandating the licensing of dogs and cats, and providing for the impoundment and disposition of animals found running at large or otherwise in violation of said ordinances; and

WHEREAS, the City deems it desirable and in the best interest of the City to contract with Great Plains to board and dispose of dogs found running at large or otherwise impounded pursuant to City ordinance, or cats who are deemed ill or injured.

NOW, THEREFORE, the parties agree as follows:

1. Services provided by Great Plains:
 - a. Great Plains will provide, at its own expense, a suitable and adequate animal shelter for the proper handling of lost, stray or otherwise impounded animals, which shelter shall be supervised by a competent person or persons. Great Plains shall be open daily at such hours as Great Plains shall determine, provided it shall be open for the public to recover animals a minimum of six hours per day during normal business hours every day. Great Plains will provide 24-hour access to Animal Control and Police Officers for the impoundment of animals.
 - b. Great Plains agrees to accept all dogs picked up or delivered to Great Plains by the City or its employees except for bite cases and cats who are not ill or injured; provided, however, Great Plains shall not have to accept large animals such as horses, cattle, deer, farm animals or other large, vicious or dangerous animals not customarily sheltered by Great Plains. Small mammals can be impounded and charged to the city at the discretion of the Shelter.
 - i. Great Plains SPCA will not provide holding space for animals required for rabies observation for owned animals. Such animals will need to be transferred and held at a Johnson County Veterinary Hospital or maintained on homeowner quarantine if deemed appropriate by the City.
 - ii. Great Plains SPCA reserves the right to make exceptions to the temporary holding of bite cases for a period not to exceed 48 hours until such pet can be transferred to another facility. City will be billed appropriately for the associated administrative and boarding fees per Section 4.
 - c. Great Plains shall first refer all persons and calls concerning strays found in City to the City's Animal Control division. Great Plains agrees it will not accept an animal on behalf of the City without first obtaining authorization from the City but does maintain the

right to accept pets from citizens in said city for an appropriate relinquishment fee paid to Great Plains by the citizen should the City's Animal Control division decline impoundment of the pet under the City's contract. The City will only be billed for animals they bring in or approve for public surrender.

- d. Great Plains agrees to provide proper and adequate food, shelter, water and humane care to the animals delivered to it by the City during all times the animals are in its possession and until redeemed or otherwise disposed.
- e. Animals delivered to Great Plains who need immediate medical care to treat an injury or illness, will be billed to said City at a fee of \$250 per pet if delivered during normal business hours. Examples of such injuries or illnesses include, but are not limited to: pets who have been hit by a car, broken limbs, lacerations or other open wounds, or parvo virus, etc. Routine medical care for general/common illnesses such as upper respiratory disease, heartworms, providing vaccinations, etc. will not be billed to the City and will be provided to pets delivered by City's Animal Control division under the general contract terms. The City's Animal Control division also has the option to transfer the pet to another veterinary clinic for treatment at their own expense; however, pets who are obviously or suspected to be injured or seriously ill may not, under any circumstances, be delivered to Great Plains after hours. Any pet who is in the possession of the City after hours and is injured or ill must be transferred to an emergency hospital. It is not humane or acceptable for Animal Control Officers to deliver pets to Great Plains after hours who are suffering and in need of medical attention. Euthanasia will be reserved for pets who are suffering, not for pets with a treatable condition. Great Plains will not euthanize a pet, even if released by the City, who can be reasonably treated and rehabilitated. For all pets delivered to and housed at Great Plains, medical conditions will be promptly treated to prevent pain, suffering and discomfort.
- f. Great Plains agrees to hold all of the animals delivered to it by the City (except those covered by subsections g and h below) for a maximum period of 5 days (the "Holding Period"); provided, however, that any animal so impounded may be reclaimed by its legal owner within the Holding Period provided the owner pays any outstanding administrative and/or veterinary fees and charges to Great Plains. At the end of the Holding Period, all animals that remain unclaimed shall become the property of Great Plains and may be listed for adoption by Great Plains, transferred to another Humane Organization or Rescue, or humanely euthanized at the shelter. Great Plains will not knowingly list for adoption any animal that is vicious or that has been deemed dangerous.
- g. Great Plains has the right to deworm, vaccinate, and medically treat all animals upon arrival at Great Plains regardless of the pet's condition to protect the animal and others from disease and suffering.

- h. Great Plains agrees to keep records and make such reports as shall be reasonably required by the City concerning the animals it cares for on behalf of the City, and Great Plains shall render monthly statements to the City.
- i. Great Plains agrees to complete any City forms provided to it by Animal Control, and to collect any further information requested by Animal Control, related to persons recovering animals.

2. Obligations of the City:

- a. Any animal that appears to be suffering from injury or illness or appears to have a contagious disease shall be (1) released to Great Plains for medical treatment or, (2) must be taken by the City to a veterinarian of the City's choice immediately. This includes after hours impoundments. Medical conditions must be treated immediately to prevent suffering, pain and discomfort.

3. After Hours Impoundment

- a. Great Plains prohibits inhumanely impounding an animal. Any animal impounded after normal working hours shall be provided with water and placed in a holding kennel of appropriate size. Great Plains shall provide after-hours Impounding Officers with all necessary supplies to include litter boxes, food, bedding and cleaning supplies. Animals are not to be left in traps or in outdoor pens overnight. No animal is to be left in the facility without proper paperwork being completed by the Animal Control Officer, Police Officer or City designee impounding the animal. Great Plains is responsible to ensure that there are adequate, secure and sanitary cages or runs available for all impounded animals. Impounding Officers may not place injured or ill animals in kennels after hours. Such pets must be transported by Animal Control to an after-hours veterinary facility for care/treatment. Pets can be transferred to Great Plains the following morning during normal business hours for continued care.

4. Fees:

- a. In consideration for the above performance, the City agrees to pay Great Plains as follows:

<p>i. Administrative Fee</p> <p>Applied to every animal delivered to Great Plains by the City, including those that are ultimately returned to owner within the city's holding period.</p>	<p>\$100 (Per Animal)</p>
<p>ii. Base Fee</p> <p>Applied, in addition to the Administrative Fee, to each animal delivered to Great Plains by the city that is not returned to owner during the cities required holding period.</p>	<p>\$140 (Per Animal)</p>

iii.	<p>Medical Fee</p> <p>Applied (in addition to the administrative and base fees) in the case of animals delivered to Great Plains in need of immediate medical care to treat an injury or illness, including without limitation, broken limbs, lacerations, parvo virus, upper respiratory infection, ringworm or other open wounds or contagious diseases. This fee includes euthanasia if done after medical care is provided. The medical fee does not apply if only services are spay/neuter and vaccinations.</p>	\$250 (Flat Fee)
iv.	Bite Certificate	\$25 (Per Certificate)
v.	<p>Euthanasia Fee</p> <p>Charged if immediate, with no medical services provided. To be determined by Great Plains medical team.</p>	\$100 (Per Animal)
vi.	<p>Disposal Fee</p> <p>Charged if animal is delivered deceased or requires euthanasia. Administrative and Daily Rate under a. and b. will not be charged if animal is delivered deceased.</p>	\$30 (Per Animal)
vii.	<p>Non-Placeable Animal Surcharge</p> <p>Animal designated as non-placeable by the City of Prairie Village, which due to its aggressive disposition or specific legislation cannot be adopted by a resident of Prairie Village, including feral cats. This fee is in addition to Admin and base fees.</p>	\$100 (Per Animal)
viii.	<p>Alarm Surcharge</p> <p>Charged if drop off of animal when the shelter is closed results in an Alarm Event and the dispatch of the Merriam PD to the premises.</p>	\$75 first offense; \$100 for each offense thereafter.

- b. When a litter is impounded, only one Administrative Fee will be charged for all puppies and kittens. If the mother is also impounded with the litter, a separate Administrative Fee will be charged. No more than two Administrative Fees will be charged in the event a litter is impounded. There are no Base Fee discounts for litters.
- c. Pregnant dogs and cats, if determined to be at term when impounded, will be billed the same as litters. No Base Fees will be waived for the puppies and kittens born in care.
- d. The Base Fee will not be waived in the event an animal is euthanized due to medical or behavioral challenges while on stray hold unless euthanasia is elected on day one. If a medical case is euthanized on day one, only an Administrative Fee, euthanasia fee and disposal fee will be charged. If a medical case is euthanized after day one, an Administrative fee, Base fee, Medical fee, and Disposal fee will be charged.

- e. Any rabies quarantine or court hold animals will be charged an Administration fee and a daily rate of \$35 per day for those that are in our care for the duration of the mandated hold (by state or court system).
 - f. If an animal is reclaimed by its owner, Great Plains reserves the right to collect housing and boarding fees from the owner.
 - g. Invoices are due to Great Plains 30 days from invoice date.
 - h. These fees may be changed, or additional fees imposed by Great Plains, provided that Great Plains gives the City sixty (60) days prior verbal or written notice of such change or additional fees in accordance with Section 15.
5. Independent Contractor:
- a. The parties hereto agree that the services to be provided by Great Plains are being provided strictly on a contract basis. Great Plains is not and shall not be considered a part of the City and shall not be subject of the control of the City but shall be always considered an independent contractor
6. Assignability:
- a. This agreement shall not be assignable without prior written permission of both parties.
7. Non-Discrimination:
- a. Great Plains shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry.
 - b. In all solicitation or advertisements for employees, Great Plains shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - c. If Great Plains fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Great Plains shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - d. If Great Plains is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the Commission which has become final, Great Plains shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the City; and
 - e. Great Plains shall include the provisions of subsections 7 (a) through (d) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

- f. The provisions of this section shall not apply to a contract entered into by Great Plains if:
 - i. Great Plains employs fewer than four employees during the term of such contract; or
 - ii. Great Plains contracts with the City cumulatively total \$5,000.00 or less during the fiscal year for the City.
 - g. Great Plains further agrees that it shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to Great Plains, and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 - h. Non Discrimination The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
8. Non-Exclusivity:
- a. This Agreement shall not preclude the City from entering into any agreement with, or from utilizing, any other impounding entity or shelter and shall not be considered exclusive.
9. Term:
- a. This Agreement shall be effective July 1, 2021 and shall continue in effect until December 31, 2021. The term of this Agreement shall be automatically extended at the end of the initial term for a twelve-month period, and in like manner for all succeeding years, unless and until either party terminates the Agreement pursuant to Section 10, below.
 - b. Notwithstanding the foregoing or any other language contained in this Agreement, the City is obligated to pay only such periodic payments or monthly installments thereof as may lawfully be made from funds budgeted and approved for that purpose. The City agrees to notify Great Plains at the earliest possible time of the non-availability of funds from which to make any periodic payment or monthly installment.
 - c. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the budget Law (K.S.A. 79-2935), and

other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws. Further, the parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

10. Termination:

- a. Either party may terminate this agreement at any time for their convenience by giving thirty (30) days written notice to the other party.

11. Periodic Meeting:

- a. The parties agree to meet as needed or requested by either party during the term of this Agreement to better anticipate the needs of the parties prior to renegotiation of the Agreement.

12. Insurance:

- a. During the term of this Agreement, Great Plains agrees to maintain insurance coverage of the types and minimum liability limits as set forth below. Great Plains shall furnish to the City a Certificate of Insurance verifying such coverage. The certificate holder on the Certificate of Insurance shall be as follows: City of Prairie Village, KS.
- b. Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice by certified mail to the stated address of the certificate holder.

13. Minimum Liability Limits:

- a. Commercial General Liability insurance on an occurrence basis in amounts no less than \$500,000 bodily injury and property damage per occurrence; \$500,000 general aggregate.
- b. Industry Ratings – City will only accept coverage from an insurance carrier who carries a Best's policyholder rating of A-:VII or better; or is a company mutually agreed upon by the City and Great Plains.

14. Indemnification

- a. Great Plains shall indemnify, defend and hold harmless the City from and against all damages, expenses (including, but not limited to reasonable attorney fees), obligations, costs, liabilities, losses, claims, actions or causes of actions whatsoever sustained by the City arising from or related to Great Plains' obligations pursuant to this Agreement to the extent that such damages, expenses, obligations, costs, liabilities, losses, claims, actions or causes of action are caused by the negligence of the Great Plains, its employees or its agents.

- b. Subject to the Kansas Tort Claims Act, the City shall indemnify, defend and hold harmless Great Plains from and against all damages, expenses (including, but not limited to reasonable attorney fees), obligations, costs, liabilities, losses, claims, actions or causes of actions whatsoever sustained by Great Plains arising from or related to the City's obligations pursuant to this Agreement to the extent that such damages, expenses, obligations, costs, liabilities, losses, claims, actions or causes of action are caused by negligence of the City, its employees or its agents.
15. The parties agree that all notices under this Agreement shall be in writing and shall be deemed to have been duly given upon either being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or to any subsequent representative for which notice is provided pursuant to this section.

Great Plains SPCA
Tam Singer
CEO
5428 Antioch Drive
Merriam, KS 66202
913.831.7722
tsinger@greatplainsspca.org

City of Prairie Village, KS
Wes Jordan
City Administrator
7700 Mission Road
Prairie Village, KS 66208
913.385.4617
WJordan@pvkansas.com

16. Entire Agreement:

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral and written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to, accepted and signed by both parties.

17. No Third Party Beneficiaries:

- a. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

18. Severability:

- a. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided; however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

[THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CITY OF PRAIRIE VILLAGE, KS

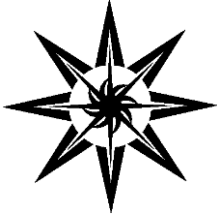
GREAT PLAINS SPCA

By: _____
Name: Wes Jordan
Title: City Administrator
Date: _____

By: _____
Name: Tam Singer
Title: CEO
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____



ADMINISTRATION

City Council: June 21, 2021

COU2021-50: Consider approval of revisions to Chapter III of the Municipal Code of the City of Prairie Village, entitled "Beverages"

SUGGESTED MOTIONS

Approve Ordinance 2451 regarding alcoholic liquor and cereal malt beverages, amending Chapter III of the Municipal Code of Prairie Village, entitled "Beverages."

BACKGROUND

The 2021 Kansas Legislature passed House Bill 2137 amending the liquor control act, club and drinking establishment act, cereal malt beverage act and the liquor enforcement act. Changes include, but are not limited to: license suspension/revocation, expanded Sunday sales, and to-go alcoholic beverages.

Chapter III of the Prairie Village Municipal Code has been updated to ensure compliance with state law. Changes will take effect 60 days following publication in the Legal Record.

ATTACHMENTS

Chapter III - redline version
Chapter III - final version

PREPARED BY

Meghan Buum
Assistant City Administrator

Date: June 15, 2021

ORDINANCE NO. 2451

AN ORDINANCE REGARDING ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES, AMENDING SECTIONS 3-101, 3-203, 3-210, 3-213, 3-214, 3-309, 3-404, AND 3-406 OF CHAPTER III OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, ENTITLED "BEVERAGES".

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

Section 1. Section 3-101 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-101 DEFINITIONS. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

(a) Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) Alcoholic Liquor means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

(c) Beer means a beverage, containing more than 3.2 percent alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager, beer, porter and similar beverages having such alcoholic content.

(d) Caterer means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit selling alcoholic liquor in accordance with the terms of such permit.

(e) Cereal Malt Beverage means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

(f) Class A Club means premises which are owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.

(g) Class B Club means premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

(h) Club means a Class A or Class B club.

(i) Director means the director of alcoholic beverage control of the department of revenue.

(j) Distributor means the person importing or causing to be imported into the state, or purchasing or causing to be purchased within the state, alcoholic liquor for sale or resale to retailers licensed under this act, or cereal malt beverage or

enhanced cereal malt beverage for sale or resale to retailers licensed under K.S.A. 41-2702 and amendments thereto.

(k) Domestic Beer means beer which contains not more than ~~8-percent~~ 15% alcohol by weight and which is manufactured ~~from agricultural products grown~~ in this state.

(l) Domestic Table-Fortified Wine means wine which contains more than 14%, but not more than 20% alcohol by volume and which is manufactured in this state.

~~14-percent~~ (m) Domestic Table Wine means wine which contains not more than 14% alcohol by volume and which is manufactured without rectification or fortification ~~from agricultural products grown~~ in this state.

(~~nn~~) Drinking Establishment has the meaning provided by K.S.A. 41-2601 and amendments thereto.

(~~oo~~) Enhanced Cereal Malt Beverage means cereal malt beverage, as defined herein, and such term shall also include beer containing not more than 6% alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act and the provisions of this Chapter III.

(~~op~~) Farm Winery means a winery licensed by the director to manufacture, store and sell domestic table wine and domestic fortified wine.

(~~pq~~) Food Establishment has the meaning provided by K.S.A. 65-656 and amendments thereto.

(~~qr~~) General Retailer means a person who has a license to sell enhanced cereal malt beverages at retail.

(~~rs~~) Legal Age for Consumption of Enhanced Cereal Malt Beverage means 21 years of age, except that legal age for consumption of cereal malt beverage shall mean 18 years of age if at any time the provisions of P.L. 98-363 penalizing states for permitting persons under 21 years of age to consume cereal malt beverage are repealed or otherwise invalidated or nullified.

(~~st~~) Limited Retailer means a person who has a license to sell enhanced cereal malt beverages at retail only in original and unopened containers and not for consumption on the premises.

(~~tu~~) Manufacture means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer, enhanced cereal malt beverage, or cereal malt beverage.

(~~uv~~) (1) Manufacturer means every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquor, beer, enhanced cereal malt beverage, or cereal malt beverage.

(2) Manufacturer does not include a microbrewery-, microdistillery, or a farm winery.

(~~vw~~) Microbrewery means a brewery licensed by the director to manufacture, store and sell domestic beer.

(~~wx~~) Microdistillery means a facility which produces spirits from any source or substance that is licensed by the director to manufacture, store and sell spirits.

(~~xy~~) Minor means any person under 21 years of age.

(~~yz~~) Nonbeverage User means any manufacturer of any of the products set forth and described in K.S.A. 41-501 and amendments thereto, when the products contain alcohol or wine, and all laboratories using alcohol for non-beverage purposes.

(~~zaa~~) Original Package means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked or capped,

sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

~~(aa)~~ Person means any natural person, corporation, partnership or association.

~~(bb)~~ Person shall have the meaning set forth in Section 1-102 of this Code.

~~(bb)(cc)~~ Place of Business. Any place at which cereal malt beverages, enhanced cereal malt beverages, or alcoholic beverages or both are sold.

~~(eedd)~~ Retailer means a person who is licensed under the Kansas liquor control act and sells at retail, or offers for sale at retail, alcoholic liquors, enhanced cereal malt beverages, or cereal malt beverages, but does not include a microbrewery, microdistillery, or farm winery.

~~(deee)~~ Sale means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.

~~(eeff)~~ Salesperson means any natural person who:

(1) Procures or seeks to procure an order, bargain, contract or agreement for the sale of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage; or

(2) Is engaged in promoting the sale of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage, or in promoting the business of any person, firm or corporation engaged in the manufacturing and selling of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage, whether the seller resides within the state of Kansas and sells to licensed buyers within the state of Kansas, or whether the seller resides without the state of Kansas and sells to licensed buyers within the of Kansas.

~~(#(gg)~~ (1) Sell at Retail and Sale at Retail refer to and mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licensed caterers or holders of temporary permits.

(2) Sell at Retail and Sale at Retail do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a temporary permit.

~~(gg)(hh)~~ Spirits means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

~~(#(hii)~~ Supplier means a manufacturer of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage or an agent of such manufacturer, other than a salesperson.

~~(#(jii)~~ Temporary Permit means a permit, issued in accordance with the laws of the State of Kansas, which allows the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, open to the public.

~~(#(jkk)~~ To Sell includes to solicit or receive an order for, to keep or expose for sale and to keep with the intent to sell.

~~(#(kkl)~~ Wholesaler or distributor. Any persons, individuals, firms, copartnerships, corporations and associations which sell or offer for sale any beverage referred to in this chapter, to persons, copartnerships, corporations and associations authorized by this chapter to sell enhanced cereal malt beverages or cereal malt beverages at retail.

~~(#(mm)~~ Wine means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing

sugar added for the purpose of correcting natural deficiencies. The term "wine" shall include hard cider and any other product that is commonly known as a subset of wine.

Section 2. Section 3-203 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-203 LICENSE FEE.

(a) Fees for general and limited retailers of enhanced cereal malt beverages shall be as adopted by the governing body and on record in the office of the city clerk from time to time. Such fee shall be in addition to such fees as are to be remitted to the Division of Alcohol Beverage Control pursuant to K.S.A. ~~41-2701-2702~~, as amended. License fees are non-refundable and non-transferable.

(b) The full amount of the license fee shall be required regardless of the time of year in which the application is made, and the licensee shall only be authorized to operate under the license for the remainder of the calendar year in which the license is issued.

Section 3. Section 3-210 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-210 LICENSE SUSPENSION/REVOCAION BY GOVERNING BODY.

(a) The governing body of the city, upon five (5) days ~~written~~ notice, ~~to a person~~ to the persons holding a license to sell enhanced cereal malt beverages ~~shall permanently~~ may revoke ~~or cause to be suspended such the~~ license for any one of the following reasons:

~~(a) If a licensee has fraudulently obtained the license by giving false information in the application therefor;~~

(1) ~~(b) If the~~ The licensee has violated any of the provisions of this article ~~or has become ineligible to obtain a license under this article, or any provisions of K.S.A. 41-2701 et seq., as amended;~~

(2) ~~(c) Drunkenness of a person holding such license, drunkenness of a licensee's manager or employee while on duty and while on the premises for which the license is issued, or for a the licensee, his or her manager or employee, or permitting any intoxicated person to remain in such place selling enhanced cereal malt beverages upon the licensee's place of business;~~

(3) ~~(d) The sale of cereal malt beverages or enhanced cereal malt beverages to any person under 24 years of age the legal age for consumption of cereal malt beverages or enhanced cereal malt beverages;~~

~~(e) For permitting any gambling in or upon any premises licensed under this article;~~

(4) ~~(f) For permitting~~ Permitting any person to mix drinks with materials purchased in ~~any premises licensed under this article or upon the place of business~~ or brought ~~into the premises in~~ for ~~this that~~ purpose;

(5) For the sale or possession of, or for permitting any person to use or consume on the licensed premises, any alcoholic liquor, except enhanced cereal malt beverages; or

(6) The licensee has been convicted of a violation of the Kansas beer and cereal malt beverage keg registration act, as amended.

(b) The provisions of subsections (a)(4) and (a)(5) shall not apply if such place of business or premises also are currently licensed as a club or drinking establishment pursuant to the Kansas club and drinking establishment act, as amended.

Commented [WDE1]: Revised to align with KSA 41-2708, especially as to "may" revoke situations, and "shall" revoke situations.

(c) The governing body of the city, upon five (5) days' notice to the persons holding a license to sell enhanced cereal malt beverages, shall revoke or suspend the license for any one of the following reasons:

(1) If a licensee has fraudulently obtained the license by giving false information in the application therefor;

(2) If the licensee has become ineligible to obtain a license under this article;

(3) The nonpayment of any license fees;

(4) For permitting any gambling in or upon any premises licensed under this article;

(5) (g) For the employment of any person under the age established by the State of Kansas for employment involving dispensing enhanced cereal malt beverages;

(6) (h) For the employment of persons or continuation in employment of a person in connection with the sale, serving, or dispensing of cereal malt beverages if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or of a violation of any law relating to the intoxicating liquor laws of this state, or another state, or the United States; or

(7) There has been a violation of K.S.A. 21-6204 (maintaining or permitting a public nuisance), as amended.

~~(i) For the sale or possession of, or for permitting the use or consumption of alcoholic liquor within or upon any premise licensed under this article;~~

~~(j) The nonpayment of any license fees;~~

~~(k) If the licensee has become ineligible to obtain a license under this chapter;~~

~~(l) The provisions of subsections (i) and (j) shall not apply if such place of business is also currently licensed as a private club.~~

Section 4. Section 3-213 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-213 BUSINESS REGULATIONS. It shall be the duty of every licensee to observe the following regulations.

(a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.

(b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of the police and health officers of the city, county and state.

(c) Except as provided by subsection (d), no enhanced cereal malt beverages may be sold or dispensed:

(1) ~~Between~~ Except as to Sundays, between the hours of ~~12:00~~ midnight and 6:00 a.m.;

(2) On Easter Sunday;

(3) In the original package before ~~42:00 noon~~ 9:00 am or after 8:00 p.m. on ~~Sunday~~ all other Sundays; or

(4) ~~For consumption on the licensed premises on Sunday,~~ except in a place of business which is licensed to sell enhanced cereal malt beverage for consumption on the premises, which derives not less than 30 percent of its gross receipts from the sale of food for consumption on the licensed premises.

Commented [WDE2]: Per KSA 41-2704(c)(1).

Commented [WDE3]: Easter Sunday prohibited per KSA 41-2911(b)(1)(A). See also KSA 41-2704(c)(3).

Commented [WDE4]: Per 2021 HB 2137, City "may" extend CMB hours (but is not required to). See also KSA 41-2704(c)(2).

Commented [WDE5]: Per KSA 41-2704(c)(4).

(d) Notwithstanding the provisions of Section 3-213(c) above, enhanced cereal malt beverages may be sold on premises which are licensed pursuant to both the Kansas Cereal Malt Beverage Act (K.S.A. 41-2701 et seq.) and the Kansas Club and Drinking Establishment Act (K.S.A. 41-2601 et seq.) at any time alcoholic liquor is allowed by law to be served on such premises.

(e) The place of business shall be open to the public and to the police at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to the police and not to the public.

(f) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.

(g) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.

(h) No licensee or agent or employee of the licensee shall sell or permit the sale of enhanced cereal malt beverage to any person under 21 years of age.

(i) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.

(j) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.

(k) No private rooms or closed booths shall be operated in the place of business, but this provision shall not apply if the licensed premises are also annually licensed as a club under a license issued by the State Director of Alcoholic Beverage Control.

(l) The windows and doors of every place within the city selling or dispensing enhanced cereal malt beverages shall be free and clear of any obstruction, either temporary or permanent. No sign or advertising bills or anything shall be placed on such windows or doors to interfere with the view of the inside of such establishment or place of business from the outside.

(m) No licensee shall permit a person under the legal age for consumption of enhanced cereal malt beverage in or about a place of business and no licensee shall permit a person under the legal age for consumption of enhanced cereal malt beverage to possess enhanced cereal malt beverage in or about a place of business, except that a licensee's employee who is not less than 18 years of age may dispense or sell enhanced cereal malt beverage if:

(1) The licensee's place of business is licensed only to sell enhanced cereal malt beverage at retail in original and unopened containers and not for consumption on the premises; or

(2) The licensee's place of business is a licensed food establishment, and not less than 50 percent of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.

(n) No enhanced cereal malt beverage shall be served to any person in any automobile around or about such place of business, except to the extent that curbside service shall be permitted under Kansas law or applicable state policy. Provided, that nothing in this subsection (n) shall be construed as modifying or exempting any person from the provisions of the Standard Traffic Ordinance, as adopted by the City, regarding the transportation of alcoholic beverages.

Commented [WDE6]: See comments below as to STO.

Section 5. Section 3-214 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-214 PROHIBITED CONDUCT ON PREMISES. The following conduct by an enhanced cereal malt beverage licensee, manager or employee of any licensed enhanced cereal malt beverage establishment is deemed contrary to public welfare and is prohibited:

- (a) Remaining or permitting any person to remain in or upon the premises who exposes to view any portion of ~~the female breasts below the top of the areola or any portion of~~ male/female pubic hair, anus, buttocks or genitals;
- (b) Permitting any employee on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva or genitals of any other employee or any patron;
- (c) Encouraging or permitting any patron on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva, or genitals of any employee;
- (d) Performing or permitting any person to perform on the licensed premises acts of or acts which simulate:
 - (1) Sexual intercourse, masturbation, sodomy, or any other sexual act which is prohibited by law; or
 - (2) Touching, caressing or fondling such persons' breasts, buttocks, anus or genitals.
- (e) Using or permitting any person to use on the licensed premises, any artificial devices or inanimate objects to depict any of the acts prohibited by paragraph (d) of this section.
- (f) Showing or permitting any person to show on the licensed premises any motion picture, film, photograph, electronic reproduction, or other visual reproduction depicting:
 - (1) Acts or simulated acts of sexual intercourse, masturbation, sodomy, or any sexual act which is prohibited by law;
 - (2) The touching, caressing or fondling of the buttocks, anus, genitals or the female breasts;
 - (3) Scenes in which a person displays the buttocks, anus, genitals or the female breasts.
- (g) As used in this section, the term "premises" means the premises licensed by the city as an enhanced cereal malt beverage establishment and such other areas, under the control of the licensee or his or her employee or employees, that are in such close proximity to the licensed premises that activities and conduct of persons within such other areas may be viewed by persons on or within the licensed premises.

Commented [WDE7]: Per 10th Circuit Court of Appeals decision in *Free the Nipple v. City of Fort Collins, CO*, that provisions regarding female toplessness (but not male) is discriminatory. Circuit split exists as to Courts of Appeal; U.S. Supreme Court denied certioari, so split remains. Could arguably remain in place (as this regulates business, not the individual), but also issues such as breastfeeding. Also, other possible crimes such as "lewd and lascivious behavior" may still apply.

Section 6. Section 3-309 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-309 HOURS OF SALE.

- (a) No person shall sell at retail any alcoholic liquor in the original package:
 - (1) On ~~Easter Sunday, Thanksgiving Day, or Christmas Day;~~
 - (2) On all other Sundays, before ~~12 noon~~ 9:00 a.m. or after 8:00 p.m.;
 - (3) Before 9:00 a.m. or after 11:00 p.m. on any other day than Sunday.

Commented [WDE8]: Per KSA 41-712(b). Easter also per KSA 41-2911(b)(1)(A).

Commented [WDE9]: KSA 41-2911(b)(1)(A) (city may expand Sunday sales to 9:00 a.m.) (City may also decline to do so, or may actually restrict Sunday sales.) See also KSA 41-712(b) (as amended by 2021 HB 2137).

Commented [WDE10]: Per KSA 41-712(b) (City may require earlier closing, but not earlier than 8:00 pm).

(b) Enhanced cereal malt beverages may be sold on premises licensed for the retail sale of enhanced cereal malt beverages for consumption off the premises at any time when alcoholic liquor is allowed by law to be served on the premises.

Section 7. Section 3-404 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-404 REVOCATION OR SUSPENSION OF LICENSE. The governing body, upon five (5) days' notice to the persons holding a license, may revoke or suspend any license pursuant to this article for any one or more of the following reasons:

~~(a)~~(a) The licensee has fraudulently obtained the license by giving false information in the application therefor or any hearing thereon.

~~(b)~~(b) The licensee has violated any of the provisions of this act/article or any rules or regulations adopted hereunder.

~~(c)~~(c) The licensee has become ineligible to obtain a license or permit under this article.

~~(d)~~(d) The licensee's manager or employee has been intoxicated while on duty.

~~(e)~~(e) The licensee, or its manager or employee, has permitted any disorderly person to remain on premises where alcoholic liquor is sold by such licensee.

~~(f)~~(f) There has been a violation of provisions of laws of this city, this state, or of the United States, pertaining to the sale of intoxicating or alcoholic liquors or cereal malt beverages, or any crime involving a morals charge, on premises where alcoholic liquor is sold by such licensee.

~~(g)~~(g) The licensee, or its managing officers or any employee has purchased and displayed, on premises where alcoholic liquor is sold by such license, a federal wagering occupational stamp issued by the United States Treasury Department.

~~(h)~~ The licensee, or its managing officers or any employee, has purchased and displayed, on premises where alcoholic liquor is sold by such licensee, a federal coil operated gambling device stamp for the premises issued by the United States Treasury Department.

~~(i)~~(i) The licensee holds a license as a Class B club, drinking establishment or caterer and has been found guilty of a violation of K.S.A., Article 10 of Chapter 44, under a decision or order of the Kansas Human Rights Commission which has become final, ~~or such licensee has been deemed in violation of section 5-801 et seq. of the Prairie Village City Code, under a decision or order that has become final.~~

~~Within 20 days after the order of the governing body revoking any license, the licensee may appeal to the district court of Johnson County in the manner as now provided by law; provided, that any appeal taken from an order revoking any such license shall not suspend the order of revocation during the pendency of any such appeal.~~

~~(j)~~ There has been a violation of K.S.A. 21-6204 (maintaining or permitting a public nuisance), as amended.

Section 8. Section 3-406 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-406. BUSINESS REGULATIONS.

(a) No club or drinking establishment licensee under this article shall allow the serving, mixing or consumption of alcoholic liquor or cereal malt beverages on its premises between the hours of 2:00 a.m. and 6:00 a.m. on any day.

(b) Enhanced cereal malt beverages may be sold on premises licensed for the retail sale of enhanced cereal malt beverages for on-premises consumption at any time when alcoholic liquor is allowed by law to be served on the premises.

(c) No club membership shall be sold to any person under 21 years of age, nor shall alcoholic beverages or enhanced cereal malt beverages be given, sold or traded to any person under 21 years of age.

(d) A club or drinking establishment licensee shall allow the licensee to allow legal patrons of the club or drinking establishment to remove alcoholic liquor or enhanced cereal malt beverages from the licensed premises in one or more containers, including in the original unopened container, subject to the following conditions:

(1) It must be otherwise legal for the licensee to sell the alcoholic liquor or enhanced cereal malt beverage;

(2) Each container of alcoholic liquor or enhanced cereal malt beverage must have been purchased by a patron of the licensed premises;

(3) The licensee or the licensee's employee must provide the patron with a dated receipt for the alcoholic liquor or enhanced cereal malt beverage;

(4) Before any container of alcoholic liquor or enhanced cereal malt beverage is removed from the licensed premises, the licensee or the licensee's employee must securely reseal any opened containers, and place the container in a tamper-proof, transparent bag that is sealed in a manner that makes it visibly apparent if the bag is subsequently tampered with or opened;

(5) No original unopened containers of spirits may be removed from the licensed premises; and

(6) No alcoholic liquor or enhanced cereal malt beverage may be removed from the licensed premises after 11:00 p.m. unless such alcoholic liquor is wine that was purchased and partially consumed on the licensed premises.

Nothing in this subsection (d) shall be construed as modifying or exempting any person from the provisions of the Standard Traffic Ordinance, as adopted by the City, regarding the transportation of alcoholic beverages.

Section 9. Subject to the provisions of Section 10 below, Sections 3-101, 3-203, 3-210, 3-213, 3-214, 3-309, 3-404, and 3-406 of the Code of the City of Prairie Village, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 10. This ordinance shall take effect and be in force from and after its publication in the official city newspaper. Provided, that as to Section 4 and Section 6 of this ordinance (amending Code Sections 3-213 and 3-309, respectively), and pursuant to K.S.A. 41-2911(b) (as amended by 2021 House Bill No. 2137), this ordinance shall be published at least once each week for two consecutive weeks in the official city newspaper, and such Section 4 and Section 6 shall not become effective earlier than sixty (60) days following the date of its publication. If, within sixty (60) days following publication of this ordinance, a petition requesting that a proposition be submitted for approval by the voters is filed in accordance with K.S.A. 41-2911(b)(2), Section 4 and Section 6 of this ordinance shall not become effective until a proposition is submitted to and approved at an election as provided in K.S.A. 41-2911(b). The Sections of this ordinance shall be severable such that other sections of this ordinance not subject to such petition process shall take effect as provided above.

Commented [WDE11]: Per KSA 41-2653, as amended by 2021 HB 2137.

Commented [WDE12]: See STO Sec. 106 (no person shall transport alcohol unless unopened, or in the locked trunk or other compartment not accessible to any person, or if no trunk, behind seats or area not normally occupied by driver or passenger. (STO provides a defense if occupant other than defendant was in exclusive possession.)

PASSED by the City Council of the City of Prairie Village, Kansas on _____,
2021.

APPROVED by the Mayor on _____, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

ORDINANCE NO. 2451

AN ORDINANCE REGARDING ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES, AMENDING SECTIONS 3-101, 3-203, 3-210, 3-213, 3-214, 3-309, 3-404, AND 3-406 OF CHAPTER III OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, ENTITLED "BEVERAGES".

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

Section 1. Section 3-101 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-101 DEFINITIONS. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

(a) Alcohol means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(b) Alcoholic Liquor means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

(c) Beer means a beverage, containing more than 3.2 percent alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt and hops in water and includes beer, ale, stout, lager, beer, porter and similar beverages having such alcoholic content.

(d) Caterer means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit selling alcoholic liquor in accordance with the terms of such permit.

(e) Cereal Malt Beverage means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute or any flavored malt beverage, but does not include any such liquor which is more than 3.2 percent alcohol by weight.

(f) Class A Club means premises which are owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans' club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.

(g) Class B Club means premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.

(h) Club means a Class A or Class B club.

(i) Director means the director of alcoholic beverage control of the department of revenue.

(j) Distributor means the person importing or causing to be imported into the state, or purchasing or causing to be purchased within the state, alcoholic liquor for sale or resale to retailers licensed under this act, or cereal malt beverage or

enhanced cereal malt beverage for sale or resale to retailers licensed under K.S.A. 41-2702 and amendments thereto.

(k) Domestic Beer means beer which contains not more than 15% alcohol by weight and which is manufactured in this state.

(l) Domestic Fortified Wine means wine which contains more than 14%, but not more than 20% alcohol by volume and which is manufactured in this state.

(m) Domestic Table Wine means wine means wine which contains not more than 14% alcohol by volume and which is manufactured without rectification or fortification in this state.

(n) Drinking Establishment has the meaning provided by K.S.A. 41-2601 and amendments thereto.

(o) Enhanced Cereal Malt Beverage means cereal malt beverage, as defined herein, and such term shall also include beer containing not more than 6% alcohol by volume when such beer is sold by a retailer licensed under the Kansas cereal malt beverage act and the provisions of this Chapter III.

(p) Farm Winery means a winery licensed by the director to manufacture, store and sell domestic table wine and domestic fortified wine.

(q) Food Establishment has the meaning provided by K.S.A. 65-656 and amendments thereto.

(r) General Retailer means a person who has a license to sell enhanced cereal malt beverages at retail.

(s) Legal Age for Consumption of Enhanced Cereal Malt Beverage means 21 years of age, except that legal age for consumption of cereal malt beverage shall mean 18 years of age if at any time the provisions of P.L. 98-363 penalizing states for permitting persons under 21 years of age to consume cereal malt beverage are repealed or otherwise invalidated or nullified.

(t) Limited Retailer means a person who has a license to sell enhanced cereal malt beverages at retail only in original and unopened containers and not for consumption on the premises.

(u) Manufacture means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with any alcoholic liquor, beer, enhanced cereal malt beverage, or cereal malt beverage.

(v) (1) Manufacturer means every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquor, beer, enhanced cereal malt beverage, or cereal malt beverage.

(2) Manufacturer does not include a microbrewery, microdistillery, or a farm winery.

(w) Microbrewery means a brewery licensed by the director to manufacture, store and sell domestic beer.

(x) Microdistillery means a facility which produces spirits from any source or substance that is licensed by the director to manufacture, store and sell spirits.

(y) Minor means any person under 21 years of age.

(z) Nonbeverage User means any manufacturer of any of the products set forth and described in K.S.A. 41-501 and amendments thereto, when the products contain alcohol or wine, and all laboratories using alcohol for non-beverage purposes.

(aa) Original Package means any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by the manufacturer of alcoholic liquor, to contain and to convey any alcoholic liquor.

- (bb) Person shall have the meaning set forth in Section 1-102 of this Code.
- (cc) Place of Business. Any place at which cereal malt beverages, enhanced cereal malt beverages, or alcoholic beverages or both are sold.
- (dd) Retailer means a person who is licensed under the Kansas liquor control act and sells at retail, or offers for sale at retail, alcoholic liquors, enhanced cereal malt beverages, or cereal malt beverages, but does not include a microbrewery, microdistillery, or farm winery.
- (ee) Sale means any transfer, exchange or barter in any manner or by any means whatsoever for a consideration and includes all sales made by any person, whether principal, proprietor, agent, servant or employee.
- (ff) Salesperson means any natural person who:
- (1) Procures or seeks to procure an order, bargain, contract or agreement for the sale of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage; or
 - (2) Is engaged in promoting the sale of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage, or in promoting the business of any person, firm or corporation engaged in the manufacturing and selling of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage, whether the seller resides within the state of Kansas and sells to licensed buyers within the state of Kansas, or whether the seller resides without the state of Kansas and sells to licensed buyers within the of Kansas.
- (gg) (1) Sell at Retail and Sale at Retail refer to and mean sales for use or consumption and not for resale in any form and sales to clubs, licensed drinking establishments, licensed caterers or holders of temporary permits.
- (2) Sell at Retail and Sale at Retail do not refer to or mean sales by a distributor, a microbrewery, a farm winery, a licensed club, a licensed drinking establishment, a licensed caterer or a holder of a temporary permit.
- (hh) Spirits means any beverage which contains alcoholic obtained by distillation, mixed with water or other substance in solution, and includes brandy, rum, whiskey, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
- (ii) Supplier means a manufacturer of alcoholic liquor, enhanced cereal malt beverage, or cereal malt beverage or an agent of such manufacturer, other than a salesperson.
- (jj) Temporary Permit means a permit, issued in accordance with the laws of the State of Kansas, which allows the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, open to the public.
- (kk) To Sell includes to solicit or receive an order for, to keep or expose for sale and to keep with the intent to sell.
- (ll) Wholesaler or distributor. Any persons, individuals, firms, copartnerships, corporations and associations which sell or offer for sale any beverage referred to in this chapter, to persons, copartnerships, corporations and associations authorized by this chapter to sell enhanced cereal malt beverages or cereal malt beverages at retail.
- (mm) Wine means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies. The term "wine" shall include hard cider and any other product that is commonly known as a subset of wine.

Section 2. Section 3-203 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-203 LICENSE FEE.

(a) Fees for general and limited retailers of enhanced cereal malt beverages shall be as adopted by the governing body and on record in the office of the city clerk from time to time. Such fee shall be in addition to such fees as are to be remitted to the Division of Alcohol Beverage Control pursuant to K.S.A. 41-2702, as amended. License fees are non-refundable and non-transferable.

(b) The full amount of the license fee shall be required regardless of the time of year in which the application is made, and the licensee shall only be authorized to operate under the license for the remainder of the calendar year in which the license is issued.

Section 3. Section 3-210 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-210 LICENSE SUSPENSION/REVOCAION BY GOVERNING BODY.

(a) The governing body of the city, upon five (5) days' notice to the persons holding a license to sell enhanced cereal malt beverages, may revoke the license for any one of the following reasons:

(1) The licensee has violated any of the provisions of this article, or any provisions of K.S.A. 41-2701 *et seq.*, as amended;

(2) Drunkenness of the licensee or permitting any intoxicated person to remain upon the licensee's place of business;

(3) The sale of cereal malt beverages or enhanced cereal malt beverages to any person under the legal age for consumption of cereal malt beverages or enhanced cereal malt beverages;

(4) Permitting any person to mix drinks with materials purchased in or upon the place of business or brought in for that purpose;

(5) For the sale or possession of, or for permitting any person to use or consume on the licensed premises, any alcoholic liquor, except enhanced cereal malt beverages; or

(6) The licensee has been convicted of a violation of the Kansas beer and cereal malt beverage keg registration act, as amended.

(b) The provisions of subsections (a)(4) and (a)(5) shall not apply if such place of business or premises also are currently licensed as a club or drinking establishment pursuant to the Kansas club and drinking establishment act, as amended.

(c) The governing body of the city, upon five (5) days' notice to the persons holding a license to sell enhanced cereal malt beverages, shall revoke or suspend the license for any one of the following reasons:

(1) If a licensee has fraudulently obtained the license by giving false information in the application therefor;

(2) If the licensee has become ineligible to obtain a license under this article;

(3) The nonpayment of any license fees;

(4) For permitting any gambling in or upon any premises licensed under this article;

(5) For the employment of any person under the age established by the State of Kansas for employment involving dispensing enhanced cereal malt beverages;

(6) For the employment or continuation in employment of a person in connection with the sale, serving, or dispensing of cereal malt beverages if the licensee knows such person has been, within the preceding two years, adjudged guilty of a felony or any violation of the intoxicating liquor laws of this state, or another state, or the United States; or

(7) There has been a violation of K.S.A. 21-6204 (maintaining or permitting a public nuisance), as amended.

Section 4. Section 3-213 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-213 BUSINESS REGULATIONS. It shall be the duty of every licensee to observe the following regulations.

(a) The place of business licensed and operating under this article shall at all times have a front and rear exit unlocked when open for business.

(b) The premises and all equipment used in connection with such business shall be kept clean and in a sanitary condition and shall at all times be open to the inspection of the police and health officers of the city, county and state.

(c) Except as provided by subsection (d), no enhanced cereal malt beverages may be sold or dispensed:

(1) Except as to Sundays, between the hours of 12:00 midnight and 6:00 a.m.;

(2) On Easter Sunday;

(3) In the original package before 9:00 am or after 8:00 p.m. on all other Sundays; or

(4) For consumption on the licensed premises on Sunday, except in a place of business which is licensed to sell enhanced cereal malt beverage for consumption on the premises, which derives not less than 30 percent of its gross receipts from the sale of food for consumption on the licensed premises.

(d) Notwithstanding the provisions of Section 3-213(c) above, enhanced cereal malt beverages may be sold on premises which are licensed pursuant to both the Kansas Cereal Malt Beverage Act (K.S.A. 41-2701 et seq.) and the Kansas Club and Drinking Establishment Act (K.S.A. 41-2601 et seq.) at any time alcoholic liquor is allowed by law to be served on such premises.

(e) The place of business shall be open to the public and to the police at all times during business hours, except that premises licensed as a club under a license issued by the State Director of Alcoholic Beverage Control shall be open to the police and not to the public.

(f) It shall be unlawful for any licensee or agent or employee of the licensee to become intoxicated in the place of business for which such license has been issued.

(g) No licensee or agent or employee of the licensee shall permit any intoxicated person to remain in the place of business for which such license has been issued.

(h) No licensee or agent or employee of the licensee shall sell or permit the sale of enhanced cereal malt beverage to any person under 21 years of age.

(i) No licensee or agent or employee of the licensee shall permit any gambling in the place of business for which such license has been issued.

(j) No licensee or agent or employee of the licensee shall permit any person to mix alcoholic drinks with materials purchased in said place of business or brought in for such purpose.

(k) No private rooms or closed booths shall be operated in the place of business, but this provision shall not apply if the licensed premises are also annually licensed as a club under a license issued by the State Director of Alcoholic Beverage Control.

(l) The windows and doors of every place within the city selling or dispensing enhanced cereal malt beverages shall be free and clear of any obstruction, either temporary or permanent. No sign or advertising bills or anything shall be placed on such windows or doors to interfere with the view of the inside of such establishment or place of business from the outside.

(m) No licensee shall permit a person under the legal age for consumption of enhanced cereal malt beverage in or about a place of business and no licensee shall permit a person under the legal age for consumption of enhanced cereal malt beverage to possess enhanced cereal malt beverage in or about a place of business, except that a licensee's employee who is not less than 18 years of age may dispense or sell enhanced cereal malt beverage if:

(1) The licensee's place of business is licensed only to sell enhanced cereal malt beverage at retail in original and unopened containers and not for consumption on the premises; or

(2) The licensee's place of business is a licensed food establishment, and not less than 50 percent of the gross receipts from the licensee's place of business is derived from the sale of food for consumption on the premises of the licensed place of business.

(n) No enhanced cereal malt beverage shall be served to any person in any automobile around or about such place of business, except to the extent that curbside service shall be permitted under Kansas law or applicable state policy. Provided, that nothing in this subsection (n) shall be construed as modifying or exempting any person from the provisions of the Standard Traffic Ordinance, as adopted by the City, regarding the transportation of alcoholic beverages.

Section 5. Section 3-214 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-214 PROHIBITED CONDUCT ON PREMISES. The following conduct by an enhanced cereal malt beverage licensee, manager or employee of any licensed enhanced cereal malt beverage establishment is deemed contrary to public welfare and is prohibited:

(a) Remaining or permitting any person to remain in or upon the premises who exposes to view any portion of male/female pubic hair, anus, buttocks or genitals;

(b) Permitting any employee on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva or genitals of any other employee or any patron;

(c) Encouraging or permitting any patron on the licensed premises to touch, caress or fondle the breasts, buttocks, anus, vulva, or genitals of any employee;

(d) Performing or permitting any person to perform on the licensed premises acts of or acts which simulate:

(1) Sexual intercourse, masturbation, sodomy, or any other sexual act which is prohibited by law; or

(2) Touching, caressing or fondling such persons' breasts, buttocks, anus or genitals.

(e) Using or permitting any person to use on the licensed premises, any artificial devices or inanimate objects to depict any of the acts prohibited by paragraph (d) of this section.

(f) Showing or permitting any person to show on the licensed premises any motion picture, film, photograph, electronic reproduction, or other visual reproduction depicting:

(1) Acts or simulated acts of sexual intercourse, masturbation, sodomy, or any sexual act which is prohibited by law;

(2) The touching, caressing or fondling of the buttocks, anus, genitals or the female breasts;

(3) Scenes in which a person displays the buttocks, anus, genitals or the female breasts.

(g) As used in this section, the term "premises" means the premises licensed by the city as an enhanced cereal malt beverage establishment and such other areas, under the control of the licensee or his or her employee or employees, that are in such close proximity to the licensed premises that activities and conduct of persons within such other areas may be viewed by persons on or within the licensed premises.

Section 6. Section 3-309 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-309 HOURS OF SALE.

(a) No person shall sell at retail any alcoholic liquor in the original package:

(1) On Easter Sunday, Thanksgiving Day, or Christmas Day;

(2) On all other Sundays, before 9:00 a.m. or after 8:00 p.m.;

(3) Before 9:00 a.m. or after 11:00 p.m. on any other day than

Sunday.

(b) Enhanced cereal malt beverages may be sold on premises licensed for the retail sale of enhanced cereal malt beverages for consumption off the premises at any time when alcoholic liquor is allowed by law to be served on the premises.

Section 7. Section 3-404 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-404 REVOCATION OR SUSPENSION OF LICENSE. The governing body, upon five (5) days' notice to the persons holding a license, may revoke or suspend any license pursuant to this article for any one or more of the following reasons:

(a) The licensee has fraudulently obtained the license by giving false information in the application therefor or any hearing thereon.

(b) The licensee has violated any of the provisions of this article or any rules or regulations adopted hereunder.

(c) The licensee has become ineligible to obtain a license or permit under this article.

(d) The licensee's manager or employee has been intoxicated while on duty.

(e) The licensee, or its manager or employee, has permitted any disorderly person to remain on premises where alcoholic liquor is sold by such licensee.

(f) There has been a violation of provisions of laws of this city, this state, or of the United States, pertaining to the sale of intoxicating or alcoholic liquors or cereal malt beverages, or any crime involving a morals charge, on premises where alcoholic liquor is sold by such licensee.

(g) The licensee, or its managing officers or any employee has purchased and displayed, on premises where alcoholic liquor is sold by such license, a federal wagering occupational stamp issued by the United States Treasury Department.

(h) The licensee, or its managing officers or any employee, has purchased and displayed, on premises where alcoholic liquor is sold by such licensee, a federal coil operated gambling device stamp for the premises issued by the United States Treasury Department.

(i) The licensee holds a license as a Class B club, drinking establishment or caterer and has been found guilty of a violation of K.S.A., Article 10 of Chapter 44, under a decision or order of the Kansas Human Rights Commission which has become final.

(j) There has been a violation of K.S.A. 21-6204 (maintaining or permitting a public nuisance), as amended.

Section 8. Section 3-406 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

3-406. BUSINESS REGULATIONS.

(a) No club or drinking establishment licensee under this article shall allow the serving, mixing or consumption of alcoholic liquor or cereal malt beverages on its premises between the hours of 2:00 a.m. and 6:00 a.m. on any day.

(b) Enhanced cereal malt beverages may be sold on premises licensed for the retail sale of enhanced cereal malt beverages for on-premises consumption at any time when alcoholic liquor is allowed by law to be served on the premises.

(c) No club membership shall be sold to any person under 21 years of age, nor shall alcoholic beverages or enhanced cereal malt beverages be given, sold or traded to any person under 21 years of age.

(d) A club or drinking establishment licensee shall allow the licensee to allow legal patrons of the club or drinking establishment to remove alcoholic liquor or enhanced cereal malt beverages from the licensed premises in one or more containers, including in the original unopened container, subject to the following conditions:

(1) It must be otherwise legal for the licensee to sell the alcoholic liquor or enhanced cereal malt beverage;

(2) Each container of alcoholic liquor or enhanced cereal malt beverage must have been purchased by a patron of the licensed premises;

(3) The licensee or the licensee's employee must provide the patron with a dated receipt for the alcoholic liquor or enhanced cereal malt beverage;

(4) Before any container of alcoholic liquor or enhanced cereal malt beverage is removed from the licensed premises, the licensee or the licensee's employee must securely reseal any opened containers, and place the container in a tamper-proof, transparent bag that is sealed in a manner that makes it visibly apparent if the bag is subsequently tampered with or opened;

(5) No original unopened containers of spirits may be removed from the licensed premises; and

(6) No alcoholic liquor or enhanced cereal malt beverage may be removed from the licensed premises after 11:00 p.m. unless such alcoholic liquor is wine that was purchased and partially consumed on the licensed premises.

Nothing in this subsection (d) shall be construed as modifying or exempting any person from the provisions of the Standard Traffic Ordinance, as adopted by the City, regarding the transportation of alcoholic beverages.

Section 9. Subject to the provisions of Section 10 below, Sections 3-101, 3-203, 3-210, 3-213, 3-214, 3-309, 3-404, and 3-406 of the Code of the City of Prairie Village, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 10. This ordinance shall take effect and be in force from and after its publication in the official city newspaper. Provided, that as to Section 4 and Section 6 of this ordinance (amending Code Sections 3-213 and 3-309, respectively), and pursuant to K.S.A. 41-2911(b) (as amended by 2021 House Bill No. 2137), this ordinance shall be published at least once each week for two consecutive weeks in the official city newspaper, and such Section 4 and Section 6 shall not become effective earlier than sixty (60) days following the date of its publication. If, within sixty (60) days following publication of this ordinance, a petition requesting that a proposition be submitted for approval by the voters is filed in accordance with K.S.A. 41-2911(b)(2), Section 4 and Section 6 of this ordinance shall not become effective until a proposition is submitted to and approved at an election as provided in K.S.A. 41-2911(b). The Sections of this ordinance shall be severable such that other sections of this ordinance not subject to such petition process shall take effect as provided above.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2021.

APPROVED by the Mayor on _____, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

2021 AMENDMENTS TO KANSAS LIQUOR LAWS

The 2021 Legislature passed the following bill amending the liquor control act, club and drinking establishment act, cereal malt beverage act and the liquor enforcement act.

House Bill 2137 – Effective upon publication in the Kansas Register. The full text of the bill may be viewed at <http://www.kslegislature.org/li/>.

Fulfillment House License

Creates a new license type for fulfillment houses, which allows the licensee to handle all logistics on behalf of a special order shipping license holder, including packaging, warehousing, order fulfillment and shipping services. Each location must be licensed. The license fee is \$50 for a two-year term in addition to the application fee and modernization fee. Out-of-state applicants must appoint the Kansas Secretary of State as their resident agent.

Fulfillment house licensees must file a monthly report of their shipments electronically by the 15th of the month following shipments.

Expanded Sunday Sales

Authorizes Sunday sales for Retail Liquor Stores and Cereal Malt Beverage (CMB) Retailers to begin as early as 9 a.m. in cities or counties where Sunday sales have been authorized. The city or county must modify their existing ordinances in order to authorize Sunday sales before noon.

Pursuant to K.S.A. 41-2911(a)(1)(A) (counties) and (b)(1)(A) (cities), any change must be done through ordinance or resolution. If the city or county wishes to make the change, it will require an updated ordinance. The city or county may draft the ordinance or resolution without an election, but it is subject to a 60-day waiting period during which a petition for an election can be filed.

Class A Clubs

Authorizes Class A Clubs to enter into a contract with non-members to host an event provided the Class A Club notifies the ABC electronically at least 48 hours before the event and maintains records for three years. The ABC must make this information available on our website for law enforcement and the public.

Liquor License Applicants

Amends the Liquor Control Act, Club and Drinking Establishment Act and the Cereal Malt Beverage Act to remove any Kansas residency requirement to obtain a liquor license. The director may require fingerprints for out-of-state applicants. An out-of-state applicant must appoint a process agent who is a qualified Kansas resident.

Removes the requirement for an entity to be organized under Kansas laws.

Authorizes issuance of a liquor license to a person whose spouse is a law enforcement officer at the time of application.

Pitchers of Mixed Alcoholic Beverages

Authorizes Drinking Establishments, Class A Clubs, Class B Clubs, Caterers, or Temporary Permit Holders to sell pitchers of mixed alcoholic beverages provided they are at least 25 percent non-alcoholic liquid or other edible substance. A pitcher must be more than 32 ounces and not more than 64 ounces.

To-Go Alcoholic Beverages

Drinking Establishments, Class A Clubs and Class B Clubs are authorized to sell to-go alcoholic liquor or CMB. It must be otherwise legal for the licensee to sell the alcoholic liquor or CMB.

1. Beer, CMB or wine purchased on the licensed premises may be sold to go in its original, unopened container and placed in a clear, tamper proof bag.
2. All opened containers must be resealed and placed in a clear, tamper proof bag.
3. A dated receipt must be given to the patron.
4. Sales of to-go drinks must cease at 11 p.m.
5. If wine was partially consumed on the licensed premises, the licensee may reseal the bottle and place it in the clear, tamper proof bag with a receipt for removal after 11 p.m.

Sales of spirits in the original container is prohibited.

Growlers

Retail Liquor Stores, Drinking Establishments, Class A Clubs and Class B Clubs may sell and refill growlers of beer, domestic beer and CMB provided:

1. The containers are not less than 32 ounces and not more than 64 ounces.
2. They are labeled with the licensee name and type of beer or CMB in the container.
3. They are not sold or removed from the premises after 11:00 p.m.
4. Taxation:
 - a. Retail Liquor Store sales are subject to liquor enforcement tax.
 - b. Drinking Establishment, Class A Club and Class B Club sales are subject to liquor drink tax.

Kansas Agricultural Product Requirement

Effective July 1, 2021, the Kansas agricultural product requirement is reduced to 15 percent. This requirement will sunset on January 1, 2023 for a Farm Winery or a Microbrewery who also manufactures hard cider.

CMB Sales

Drinking Establishments, Caterers, Class A Clubs, Class B Clubs and Public Venues may purchase, sell and permit consumption of CMB on their licensed premise without obtaining an additional CMB Retailer's license. The sale of CMB for off-premises consumption is not permitted, with the exception of to-go sales conducted pursuant to K.S.A. 41-2653.

Temporary Permit holders, including the Kansas State Fair Temporary Permit holders, may purchase, sell and permit consumption of CMB under their temporary permit issued by the ABC without obtaining an additional CMB retailer's license.

Farm Wineries

Authorizes certain activities to be conducted in accordance with federal law:

1. Transfer or receive wine in bulk containers or packaged wine in bond to any bonded premises.
2. Transfer or receive wine in a bulk container in bond to a distilled spirits plant.
3. Receive distilled spirits in a bulk container.
4. Produce fortified wine with the addition of wine spirits to domestic wine if the added spirits are produced from the same kind of fruit used to produce the wine.
5. Authorizes the importation of wine from outside Kansas for use in the production of domestic wine.
6. Specifies that a farm winery cannot transfer wine in bulk containers to the premises of a brewery.
7. Clarifies that terms not defined in Kansas law will have the same meaning as defined in federal law.

Kansas Manufacturers

Authorizes a Kansas manufacturer to hold one drinking establishment license provided the location is within two miles from the manufacturer's location using the road usually travelled to measure the distance.

The bill requires the drinking establishment to purchase their alcoholic liquor and beer from a retail liquor store that holds a federal basic wholesale permit, distributor or a farm winery. The drinking establishment cannot sell the manufacturer's own brand to the exclusion of other alcoholic liquor.

Producer's License

Requires the county board of commissioners or the ABC Director to approve a CMB retailer's license for the holder of a Producer's license.

Retail Liquor Stores

Authorizes the sale of alcoholic liquor on Memorial Day, Independence Day and Labor Day for cities/counties who have not authorized expanded (Sunday) sales.

Authorizes the sale and delivery of CMB at wholesale to CMB retailers.

Special Order Shippers

Changes the report of sales and gallonage tax from an annual report to a quarterly report which must be filed electronically by the 15th of each month and pay any gallonage tax due.

The bill also specifies that the effective date of the license is specified on the license.

Violating a Lawful Order Issued by the ABC Director

Authorizes a penalty for violating a lawful order issued by the ABC Director.

Additional Information

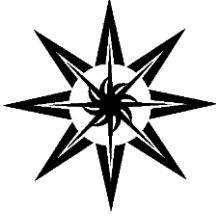
The March 17, 2020 "COVID-19 Concerns Regarding Distributor Practices" memorandum is rescinded effective July 1, 2021.

The March 18, 2020 "COVID-19 Concerns Regarding Sales on the Licensed Premises" memorandum will remain in effect.

ABC handbooks for licensees are currently being updated. Please visit our website to obtain an updated version at <https://www.ksrevenue.org/abchandbooks.html>.



Debbi Beavers, Director
Kansas Alcoholic Beverage Control Division



COU2021-51: Establishment of a Separate Non-Budgeted Federal Grant Fund to Account for Funds Received Through the American Rescue Plan Act

SUGGESTED MOTION

Move that the City Council approve the Ordinance establishing a non-budgeted federal grant fund to account for funds received through the American Rescue Plan Act.

BACKGROUND

As a result of the Covid-19 pandemic, congress passed the American Rescue Plan Act (ARPA) which provides for \$1.9 trillion in economic stimulus to assist in the long-term recovery from the economic and public health impacts related to the COVID-19 pandemic. ARPA established a Local Fiscal Recovery Fund (LFRF) to provide funds to local governments to assist in response to the pandemic.

In addition to the 105 counties and 10 metropolitan cities in Kansas receiving funds from the U.S. Department of Treasury, 614 Non-Entitlement Units of Government (NEU's) with a population of under 50,000 will receive funds directly from the State of Kansas. The complete list of NEUs and federal award allocation amounts can be found at <https://covid.ks.gov/neu>.

According to the allocation formula, the City of Prairie Village will receive \$3,382,298.77. Fifty-percent of the funds, or \$1,691,149.39, will be received in July of 2021 and the additional fifty-percent will be distributed next year. Cities will have until 2024 to obligate the funds. In general, the legislation allows for the following uses: support for public health response, replacement of public sector revenue loss, water and sewer infrastructure, addressing negative economic impacts, premium pay for workers, and broadband infrastructure.

In consultation with the City's auditors, financial advisors, and legal advisors, establishing a segregated fund is the best way to ensure compliance with funding regulations.

Once funds are received, staff anticipates further discussions with the Governing Body regarding use of the funds as well as coordinated conversations with other Johnson County entities.

ATTACHMENTS:

- Ordinance No. 2452
- U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Quick Reference Guide

Prepared by:

Nickie Lee, Finance Director

ORDINANCE NO. 2452

**AN ORDINANCE RELATED TO THE ESTABLISHMENT OF A SEPARATE
NON-BUDGETED FEDERAL GRANT FUND OR ACCOUNT FOR THE CITY OF
PRAIRIE VILLAGE, KANSAS**

WHEREAS, the City of Prairie Village, Kansas (the "City"), expects to receive certain Federal funds (whether as a direct recipient or subrecipient) from the United States Government pursuant to certain Federal aid and support programs, including but not limited to the American Rescue Plan Act of 2021 ("ARPA");

WHEREAS, the use and reporting of such Federal funds may be regulated pursuant to the terms of such grants and pursuant to regulations or guidance promulgated by the United States Department of the Treasury or other Federal agencies or departments;

WHEREAS, in order to appropriately track and account for the collection and use of such funds, the City desires to establish a separate fund, account, or other appropriate reporting function, as the City Finance Director may determine is appropriate or necessary; and

WHEREAS, K.S.A. 12-1663 allows public agencies to receive and expend Federal aid funds without regard to budget limitations.

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

Section 1. The City Finance Director shall establish such Federal Grant Funds, Federal Grant Accounts, or other reporting functions within the City's budget that accomplishes the purposes of appropriately receiving, tracking, reporting, and expending Federal grant funds, including but not limited to such funds, accounts, or other reporting functions as may be necessary or appropriate to comply with ARPA and regulations promulgated in accordance therewith.

Section 2. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2021.

APPROVED by the Mayor on _____, 2021.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP

For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960

For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

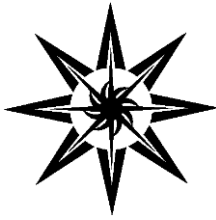
Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply. The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: June 21, 2021

COU2021-52: CONSIDER DESIGN AGREEMENT WITH GBA INC. FOR THE DESIGN OF THE 2021 DRAINAGE PROGRAM

RECOMMENDATION

Move to approve the design agreement with GBA Inc. for the design of the 2021 Drainage Program in the amount of \$85,251.00.

BACKGROUND

This agreement is for the design of the 2021 Drainage Program and contains a list of four improvement locations and a drainage study. Construction is anticipated to begin in the fall of 2021.

1. 7430 Village Drive - Replacement of deteriorated storm pipe. This location has received Johnson County Storm Management funds that will fund 50% of the construction.
2. 8015 Canterbury Street - Replacement of deteriorated storm pipe. This location has received Johnson County Storm Management funds that will fund 50% of the construction.
3. 8142 Outlook Lane - Replacement of deteriorated storm pipe along the rear property line.
4. 5424 86th Street - Replacement of deteriorated storm pipe. The pipe location will be rerouted to be further from the residential structure.
5. Canterbury drainage study. The study will determine possible solutions to poor drainage along the properties at Canterbury Drive between 79th Street and 77th street.

GBA Inc. was selected to be the City's drainage program consultant through qualification based selection in February 2021 for a three-year contract.

FUNDING SOURCE

CIP Funding is available for design in the capital project: DRAIN21x.

ATTACHMENTS

1. Design Agreement with GBA Inc.

PREPARED BY

Cliff Speegle, Stormwater Project Manager

June 11, 2021



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

DRAIN21X- 2021 DRAINAGE REPAIR PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and GBA Inc., a corporation with offices at 9801 Renner Boulevard, Lenexa, KS, 66219, hereinafter called the “Consultant”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2021 Drainage Repair Program, hereinafter called the “Project”,

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

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

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

Article I City Responsibilities

- A. Project Definition** The City is preparing to design and construct roadway and stormwater improvements throughout the city as part of Paving Program.
- B. City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the Project which may include:

Article II Consultant Responsibilities

- A. **Professional Engineering Services** The Consultant shall either perform for or furnish to the City professional engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- B. **Prime Consultant** The Consultant shall serve as the prime professional Consultant for the City on this Project.
- C. **Standard Care** The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- D. **Consultant Representative** Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

Article III Scope of Services

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined in Exhibit A.

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal

agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services within 3 months from notice to proceed.

Article V Compensation

- A. **Maximum Compensation** The City agrees to pay the Consultant as maximum compensation of \$85,251 as defined in Exhibit B for the scope of services.
- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. 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;
 3. 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;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to

the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.
- R. Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall

constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

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

City:

City of Prairie Village, Kansas

By: _____

Eric Mikkelson, Mayor

Address for giving notices:

City of Prairie Village
Department of Public Works
3535 Somerset Drive
Prairie Village, Kansas 66208

Telephone: 913-385-4640

Email: publicworks@pvkansas.com

ATTEST:

Adam Geffert, City Clerk

Consultant:

Consultant Firm

By _____

Leslie G. Barnt, PE

Address for giving notices:

GBA, Inc.
c/o Leslie G. Barnt, PE
9801 Renner Blvd
Lenexa, KS 66219

Telephone: 913-577-8363

Email: lbarnt@gbateam.com

APPROVED AS TO FORM BY:

David Waters, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

**DESIGN PHASE SERVICES
FOR 2021 DRAINAGE PROGRAM**

**OWNER
CITY OF PRAIRIE VILLAGE, KANSAS**

PROJECT DESCRIPTION

The first phase of the 2021 Drainage Program will include the study of existing conditions and two alternative solutions to remediate localized flooding at 7820 Canterbury Street during the 10 year storm event with the 100 year overland flow path evaluated.

The second phase of the 2021 Drainage program will include the removal and replacement of the storm sewer segments at the following sites:

8015 Canterbury Street – where a segment runs between 8015 Canterbury Street and 8007 Canterbury Street, starting Canterbury Street and running east approximately 200 feet to the channel.

7430 Village Drive – where a segment runs between 7430 Village Drive and 7424 Village Drive, which begins at Village Drive and runs west northwest to the concrete channel behind the homes and is approximately 175 feet in length.

8142 Outlook Lane – where a segment runs behind the homes, starting at the northwest corner of 8136 Outlook Lane and running south to the southwest corner of 8148 Outlook Lane, totaling approximately 350 linear feet of pipe.

5424 86th Street – where a segment runs across a property starting at the northeast corner and running to the southwest to be relocated closer to the property line, totaling approximately 225 linear feet of pipe.

SCOPE OF SERVICES

The First Phase of the program will include preparation of a report, exhibits, and high-level Engineer's Opinion of Probable Costs. These will be developed in accordance with the City of Prairie Village, Kansas Design Criteria. Design, bidding and construction phase services, construction staking, and resident project representative (RPR) are not included in this scope of work.

The engineering services for the Second Phase of the Program will include preparation of construction plans, project specifications and construction cost estimates for the project generally described above. Plans will be developed in accordance with the City of Prairie Village, Kansas

Design Criteria, Technical Specifications and Standard Details. Bidding and construction phase services, construction staking, and resident project representative (RPR) are not included in this scope of work.

The detailed Scope of Services for the administration as well as the first and second phase to be provided by the CONSULTANT is as follows:

Administration

Task 1. Administration

Task 1.1 Internal & External Coordination

Per the Schedule to be provided by GBA, GBA will provide internal and external coordination with the City and GBA assigned staff to project.

Task 1.2 Progress Report

Prepare monthly progress reports for the Owner to accompany billings to summarize project status including work completed, remaining work and outstanding questions and issues needing to be addressed.

First Phase – 7820 Canterbury Drainage Study

Task 2. Survey

Task 2.1 Fieldwork

This task will include:

1. Perform research of right-of-way, section corners, property pins and horizontal and vertical control.
2. Call in Kansas One-call tickets and locate utilities and invert storm and sanitary sewer structures within the project area. This task does not include utility potholing or geotechnical borings.
3. Conduct a topographic survey of the project area of sufficient accuracy and detail to be used for Preliminary and Final Design of improvements.
4. Prepare an AutoCAD Civil3D basemap which will include all above data **The Project Drawings shall also be created and provided using the following: Coordinate System: State Plane Kansas North, Datum: NAD83, and the Units: US Feet. The completed and signed plans shall also be provided in a large-format, high quality resolution PDF format.**
5. Title Work is excluded from this scope of services.
6. Geotechnical borings are excluded from this scope of services.

Task 3. Alternatives Analysis

Task 3.1 Meet with Residents

Meet on site with the residents once to discuss the project area issues and solutions.

Task 3.2 Utility Contacts & Coordination

Contact the utilities to determine what facilities are in the area. Send all affected utilities copies of the preliminary plan area requiring written confirmation of their receipt. Electronic copies of the plan drawings for the Project in Portable Document Format (.pdf) shall also be provided to any utilities, as needed, to assist them in their work related to this Project. Identify any conflict with utilities that may require relocation or adjustment.

Task 3.3 Site Visit

Walk the alignment and project area to identify any opportunities and constraints for the design and verify characteristics to be used in Task 3.3.

Task 3.4 Hydrology & Hydraulics

Evaluation of the project area for existing conditions and two proposed alternatives utilizing the survey in the area, the Rational method, Bentley Flowmaster, and GBA's design spreadsheet limited to the 10 year and 100 year evaluations.

Task 3.5 Development of Report, Exhibits, and high Level EOPCs

Summarize findings from Task 3.3 in report form (limited to 4 pages), includes conceptual exhibits limited to two (2) sheets for two (2) alternatives, and provide two (2) Engineer's Opinion of Probable Costs. This task will also include an internal review of the report, exhibits, and EOPCs.

Task 4. Expenses

Task 4.1 Printing & Mileage

Expenses related to printing and binding of the plan sets (3 copies for each preliminary and final plan phase) and mileage assuming no more than two (2) trips to and from the City of Prairie Village/project site.

Second Phase – Replacement Projects

Task 2. Survey

Task 2.1 Fieldwork

This task will include:

1. Perform research of right-of-way, section corners, property pins and horizontal and vertical control.
2. Call in Kansas One-call tickets and locate utilities and invert storm and sanitary sewer structures within the project area. This task does not include utility potholing or geotechnical borings.
3. Conduct a topographic survey of the project area of sufficient accuracy and detail to be used for Preliminary and Final Design of improvements.
4. Prepare an AutoCAD Civil3D basemap which will include all above data **The Project Drawings shall also be created and provided using the following: Coordinate**

System: State Plane Kansas North, Datum: NAD83, and the Units: US Feet. The completed and signed plans shall also be provided in a large-format, high quality resolution PDF format.

5. Geotechnical borings are excluded from this scope of services.

Task 2.2 Title Work

Provide the City with complete title report, including current mortgage or lienholders, certificates of survey, and descriptions for 6 tracts of land which are subjected to easements (permanent or temporary) or right-of-way acquisition. The Consultant shall preserve and provide to the City, at no additional cost, all Project survey and drawing data, including all its electronic forms.

Task 2.3 Easement Preparation

Identify and analyze alignment and structure locations where Project construction or Project right-of-way or easements may exceed City ROW, determine any easements required and develop easement exhibits and descriptions, limited to 6 tracts.

Task 3. Preliminary Design (60%)

Task 3.1 Meet with Residents

Meet on site with the residents once to discuss the project area issues and solutions.

Task 3.2 Utility Contacts & Coordination

Contact the utilities to determine what facilities are in the area. Send all affected utilities copies of the preliminary plan area requiring written confirmation of their receipt. Electronic copies of the plan drawings for the Project in Portable Document Format (.pdf) shall also be provided to any utilities, as needed, to assist them in their work related to this Project. Identify any conflict with utilities that may require relocation or adjustment.

Task 3.3 Preliminary (60%) Plan Development (Gen notes, grading, plan and profile, details & cross sections) (anticipate 13 sheets)

Prepare preliminary design documents consisting of design criteria and preliminary drawings, 60% completion of design is expected for this submittal, including title sheet, general notes sheet, one plan sheet for each storm sewer location, a special detail sheet, and standard detail sheets limited to 10 total sheets. Furnish three (3) copies of the above preliminary design documents and present and review them with City staff. Utility approximate locations will be shown in this submittal. This task will also include an internal quality control review of the plan sheets.

Task 3.4 Preliminary Quantities & Engineer's Opinion of Probable Const. Costs

Based on the information contained in the preliminary design documents and utility relocation cost, developed detailed quantities and submit an opinion of probable Total Project Cost (composed of Engineering, Surveying, Construction Observation, Construction and Utility Relocation). This task will also include an internal quality control review of the quantities and EOPCs.

Task 3.5 Preliminary Updates w/City

Preliminary updates with the City for the preliminary submittal.

Task 3.6 Field Check Walkthrough (Incorporation of Comments and Verification of Alignment)

Lead a walkthrough with City to evaluate any changes needed from the plans pertaining to layout and easement locations.

Task 4. Final Design (95%)

Task 4.1 Final Design Development of Construction Plans

Prepare final drawings for incorporation in the Project Contract Documents for construction to show the character and extent of the Project (herein after called “Drawings”) and Specifications. The Drawings shall include a title sheet, general notes sheet, one plan sheet for each storm sewer location, a special detail sheet, and standard detail sheets limited to 10 total sheets with a summary of quantities and follow all requirements as described in Prairie Village’s Specification and Design Criteria. This task will also include an internal review of the plan sheets.

Task 4.2 Prepare 100% Final General Notes, Final Quantities, Specifications & Engineer’s Opinion of Probable Const. Costs, QC, and Comments

Prepare for review and approval by the City, its legal counsel, and other advisors, contract agreement forms, general conditions, and supplementary conditions, and, where appropriate, bid forms, invitations to bid, and instructions to bidders, and assist in the preparation of other related front-end documents. Standard Front-End documents including the General Conditions and several Special Conditions provided by the City shall be used. Advise the City of any adjustments to the latest opinion of probable Construction Cost for the Project caused by changes in the extent or design requirements of the Project, including utility relocation cost, and furnish a revised opinion of probable Construction Cost for the Project based on the Drawings and Specifications. Furnish three (3) copies of the above documents and present and review them with City staff. This task will also include an internal review of the quantities and EOPCs.

Task 4.3 Constructability/Cost Review

Provide a constructability and cost review for additional quality control.

Task 5. Limited Bid Phase Services

Task 5.1 Assist with Questions from Bidders

Assist with questions from the bidders. All questions will go through the City and are distributed through Drexel.

Task 5.2 Review and Recommendation of Bids

Assist the City in tabulating and evaluating bids or proposals. Review the Bid Summary provided by the City and submit a letter of recommendation to the City for award. This does include reference check (up to 3 references) and subconsultant verification.

Task 6. Expenses

Task 6.1 Printing & Mileage

Expenses related to printing and binding of the plan sets (3 copies for each preliminary and final plan phase) and mileage assuming no more than two (2) trips to and from the City of Prairie Village/project site.

	CLASSIFICATION	PRIN	ASC	ASC	SRE	SRE	AES1	AES2	AES3	STEC	SST	SRLS	STEC	PLS	SRST	SP2	PT	PT	AA1	TOTAL	TOTAL	TOTAL
	HOURLY CHARGEOUT RATE	\$ 276	\$ 208	\$ 208	\$ 168	\$ 168	\$ 148	\$ 130	\$ 112	\$ 144	\$ 136	\$ 152	\$ 144	\$ 140	\$ 134	\$ 188	\$ 112	\$ 112	\$ 85	HOURS	EXPENSES	COST
Administration																						
1	Task 0001 (Administration, Coordination, Meetings & QC)																					
1.1	Internal & External Coordination (Prairie Village)	2			6															8		\$ 1,560.00
1.2	Progress Report for Design services (3 months)	2			6														6	14		\$ 2,070.00
	SUB TOTAL	4	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	6	22	\$ -	\$ 3,630.00
First Phase - 7820 Canterbury Drainage Study																						
2	Task 0002 (Survey)																					
	Fieldwork- Records Research,Property,Section Corners, Control, Detail Existing Storm and San. Sewer, Utility Locates, Prepare Topographic Base																					
2.1	Mapping and Property Base Map (Title Work Excluded)													2		16	18			36	\$ 175.00	\$ 5,479.00
	SUB TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	2	0	16	18	0	0	36	\$ 175.00	\$ 5,479.00
3	Task 0003 (Alternatives Analysis)																					
3.1	Meet with Residents on site (1 time)				2															2		\$ 336.00
3.2	Utility Contacts & Coordination				4															4		\$ 672.00
3.3	Site Visit				4	4														8		\$ 1,344.00
3.4	Hydrology & Hydraulics (Rational Method, Spreadsheet, Flowmaster)				40															40		\$ 6,720.00
3.5	Development of Report (limited to 4 pages), Exhibits (limited to 2), and high Level EOPCs				40															40		\$ 6,720.00
	SUB TOTAL	0	0	0	90	4	0	0	0	0	0	0	0	0	0	0	0	0	0	94	\$ -	\$ 15,792.00
4	Task 0004 (Expenses)																					
4.1	Printing & Mileage																				\$ 100.00	\$ 100.00
	SUB TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 100.00	\$ 100.00
Second Phase - Replacement Projects																						
2	Task 0002 (Survey)																					
	Fieldwork- Records Research,Property,Section Corners, Control, Detail Existing Storm and San. Sewer, Utility Locates, Prepare Topographic Base																					
2.1	Mapping															62	24			86	\$ 650.00	\$ 14,994.00
2.2	Property Base Map w/ Title Work (6 tracts)													18			74			92	\$ 1,500.00	\$ 12,308.00
2.3	Easement Preparation (6 Tracts)													3			24			27		\$ 3,108.00
	SUB TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	21	0	62	122	0	0	205	\$ 2,150.00	\$ 30,410.00
3	Task 0003 (60% Preliminary Design)																					
3.1	Utility Contacts & Coordination				6															6		\$ 1,008.00
3.4	Preliminary (60%) Plan Development (Title Sheet, Gen Notes, Location Plan Sheets (4), Special Detail Sheet, and Standard Detail Sheets)(Limited to 13 sheets)				8															8		\$ 1,344.00
3.6	Preliminary Quantities, Engineer's Opinion of Probable Const. Costs, & Specifications				8								60							68		\$ 9,984.00
3.7	Preliminary Updates w/City& Internal QC				6								16							22		\$ 3,312.00
3.8	Field Check Walkthrough (Incorporation of Comments and Verification of Alignment)	2			6								8							16		\$ 2,712.00
	SUB TOTAL	2	0	0	42	0	0	0	0	0	0	0	84	0	0	0	0	0	0	128	\$ -	\$ 19,704.00
4	Task 0004 (95% Final Design)																					
4.1	Final Design Development of Construction Plans				8															32		\$ 4,800.00
4.3	Prepare 100% Final General Notes, Final Quantities, Specifications & Engineer's Opinion of Probable Const. Costs, QC, and Comments				4								24							16		\$ 2,400.00
4.4	Constructability/Cost Review				2		8						4							14		\$ 2,096.00
	SUB TOTAL	0	0	0	14	0	8	0	0	0	0	0	40	0	0	0	0	0	0	62	\$ -	\$ 9,296.00
5	Task 0005 (Limited Bid Phase Services)																					
5.1	Assist with Questions from Bidders				2															2		\$ 336.00
5.2	Review and Recommendation of Bids				2															2		\$ 336.00
	SUB TOTAL	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ -	\$ 672.00
6	Task 0006 (Expenses)																					
6.1	Printing & Mileage																				\$ 168.00	\$ 168.00
9.1	Printing & Mileage																				\$ 168.00	\$ 168.00
	SUB TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 168.00	\$ 168.00
TOTAL (Administration thru Phases 1 and 2)		6	0	0	162	4	8	0	0	0	0	0	124	23	0	78	140	0	6	551	\$ 2,593.00	\$ 85,251.00
		\$ 1,656	\$ -	\$ -	\$ 27,216	\$ 672	\$ 1,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,856	\$ 3,220	\$ -	\$ 14,664	\$ 15,680	\$ -	\$ 510.0			
GRAND TOTAL (Tasks 1-9)																						\$ 85,251.00
Summary of Assumptions - Phase 1																						
1	We have assumed GBA will not need to create a separate plan set for potential utility relocations.																					
2	Support to City for Condemnation has not been anticipated nor included in our scope and fee.																					
3	Traffic control is not included in the scope and fee.																					
4	Construction Phase Services are not included.																					
5	Hours assume 1 round of comments after each preliminary and final submittal																					
6	We have assumed no geotechnical borings will be completed.																					
7	We have assumed there will be no public meetings for this project.																					
Summary of Assumptions - Phase 2																						
1	We have assumed GBA will contact utilities to determine potential utility conflicts but no relocations will be designed in this scope and fee.																					
2	Support to City for Condemnation has not been anticipated nor included in our scope and fee.																					
3	Traffic control is not included in the scope and fee.																					
4	Construction Phase Services are not included.																					
5	Hours assume 1 round of comments after each preliminary and final submittal																					
6	We have assumed no geotechnical borings will be completed.																					
7	We have assumed there will be no public meetings for this project.																					
8	We have assumed no easements will be prepared during this study phase.																					

Due to restricted access to City Hall, most meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS

Monday, June 21, 2021

Environmental Committee	06/23/2021	5:30 p.m.
JazzFest Committee	06/23/2021	5:30 p.m.
VillageFest Committee	06/24/2021	5:30 p.m.
VillageFest-to-Go	07/04/2021	10:00-noon
Independence Day (observed) – City offices closed	07/05/2021	
City Council	07/06/2021	6:00 p.m.
Arts Council	07/07/2021	5:30 p.m.
Planning Commission	07/13/2021	7:00 p.m.
City Council	07/19/2021	6:00 p.m.
