

Members of the Governing Body will participate in a hybrid-meeting format. The public may attend the meeting in person or view it online at <https://www.facebook.com/CityofPrairieVillage>.

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. INTRODUCTION OF STUDENTS AND SCOUTS

VI. PRESENTATIONS

Recognition of outgoing Councilmembers

Swearing in of new Councilmembers

Evergy presentation - Rebecca Galati

VII. PUBLIC PARTICIPATION

If you would like to speak live during the public participation portion of the meeting and would prefer to do so remotely, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name and address prior to 3 p.m. on December 6. 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. Alternatively, you may speak in-person at the meeting without signing up beforehand.

To submit written comment to the Council, please email cityclerk@pvkansas.com prior to 3 p.m. on December 6 to be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

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

By Staff

1. Approval of regular City Council meeting minutes - November 15, 2021
2. Approve the issuance of cereal malt beverage licenses for 2022

3. Consider Resolution 2021-23 approving the Prairie Village Arts Council artist receptions in 2022 as special events promoting the arts to allow the serving of free alcohol
4. Consider agreement with Berberich, Trahan & Co., P.A. to audit the City's 2021 financial statements
5. Consider bid award for electrical services
6. Consider bid award for painting services
7. Consider bid award for tree planting services
8. Consider bid award for material testing services

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2021-84 Consider reappointment of Deputy City Administrator
Mayor Mikkelson

United Community Services (UCS) presentation
Christina Ashie Guidry

COU2021-85 Consider 2022 contribution allocation recommended by UCS for human
service fund grants
Christina Ashie Guidry / Nickie Lee

COU2021-86 Consider 2022 contribution allocation recommended by the Drug and
Alcoholism Council of Johnson County for the 2022 alcohol tax funds
Christina Ashie Guidry / Nickie Lee

COU2021-87 Consider approval of software services agreement with OpenGov for new
permitting, licensing, and code enforcement software
Jamie Robichaud

COU2021-88 Consider approval of sidewalk construction on Nall Avenue from 79th Street
to 81st Street as part of the 2022 CARS project (NAAV0004)
Keith Bredehoeft

COU2021-89 Consider approval of the 2022 fee schedule
Adam Geffert

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

Discuss the 2022 legislative platform
Jamie Robichaud

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

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



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
NOVEMBER 15, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 15, 2021, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for November 15, 2021. Mr. Poling seconded the motion, which passed unanimously.

PRESENTATIONS

- Mayor Mikkelson read a proclamation recognizing November 27, 2021 as Small Business Saturday in Prairie Village.
- Dr. Sunny Sanwar, PhD, CEO of Dynamhex Corporation, gave a presentation on the City's estimated greenhouse gas footprint. Dr. Sanwar worked with Kansas Gas Service, Evergy and Johnson County to estimate emissions for all buildings in the City, and provided information on how to reduce emissions through certain actions and strategies.

Mrs. McFadden stated the website at which Prairie Village data could be viewed was not working correctly, and shared concern about the age of the data being collected. Dr. Sanwar said that he would ensure the website was functional and provide further information about the data being collected at a future Council meeting.



PUBLIC PARTICIPATION

None

CONSENT AGENDA

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

1. Approval of regular City Council meeting minutes - November 1, 2021
2. Approval of expenditure ordinance #3008
3. Consider renewal of the Blue Valley Public Safety contract for the City's outdoor warning siren system maintenance in 2022
4. Consider resolutions designating City officials and staff authorized to act on behalf of the City for investments and financial transactions

Mrs. Myers asked to remove item #1 from the consent agenda.

Mrs. McFadden made a motion to approve consent agenda items 2 - 4 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.

Mrs. Myers requested clarification of the metric used to determine the maximum assessed property value allowed for the tax rebate program. The minutes stated the median value would be used, but the motion that was made at the November 1 meeting referred to the average value. Mrs. Myers noted that the two amounts were significantly different.

After discussion, Mrs. Myers moved to use the language "median home value" in the minutes, but to strike the dollar amount listed, which represented the 2021 average value. Mr. Nelson seconded the motion, which passed 10-1, with Mr. Runion in opposition, and Mr. Gallagher in abstention.

COMMITTEE REPORTS

- Mr. Poling stated that the Parks and Recreation Committee met on November 10 to discuss a new five-year parks master plan, community garden expansion and updated recreational fee schedules.
- Mr. Nelson noted that the Meadowbrook Public Art Committee met on October 26 to evaluate the final three pieces of art being considered for installation at Meadowbrook Park. After reviewing public input, the committee selected "Gateway" by local artist Amie Jacobsen. A ribbon-cutting will be held on June 2, 2022.



Ms. Limbird said that VanTrust Realty had donated to the “[Parade of Hearts](#)” project, and that a piece of public art would likely be placed at Meadowbrook Park.

- Mr. Gallagher said the Prairie Village Foundation would be holding two events in December:
 - The Mayor’s Holiday Tree Lighting Ceremony on December 2 at the Corinth Shopping Center
 - The Gingerbread House Party on December 5 at Briarwood Elementary School

MAYOR’S REPORT

- The Mayor congratulated recently elected Councilmembers, and thanked all candidates that ran for office. He stated that the four outgoing Councilmembers would be recognized at the December 6 Council meeting, at which new Councilmembers would also be sworn in.
- The Mayor provided an update on the COVID-19 pandemic, noting that 5 - 11 year-old children were now able to receive vaccines. He stated that there had been a minor increase in cases over the prior week, and that the percent positive rate had increased to 5.9%. New hospitalizations and deaths remained stable. The vaccination rate in Johnson County had increased to 78.6% of those 12 and up according to the County Health Department, and the Center for Disease Control reported that 66.3% of the total population of the county (including children) had been vaccinated.
- Staff and Councilmembers completed Diversity, Equity and Inclusion (DEI) training over the prior two weeks.
- A ribbon-cutting event was held for the relocated Hunter Family Vision office in Corinth Quarter.
- Councilmembers were invited to attend a Johnson County / Wyandotte County Mayors dinner event on December 1.
- A Johnson County / Wyandotte County Council of Mayors meeting was held at the Meadowbrook clubhouse on November 3, at which United Community Services of Johnson County gave a housing presentation.
- The Mayor said that he planned to attend a memorial event for former Congressman Dennis Moore on November 18.
- The Mayor noted that bond pricing for the Meadowbrook bond refunding proposal approved by Council was underway. The refunding is expected to save Prairie Village taxpayers approximately \$700,000.
- The Johnson County Charter Commission will meet again on November 17.
- The Northeast Johnson County Chamber annual gala event will be held on November 20.
- The Kansas City Chamber of Commerce annual dinner will be held November 24.
- The Codes Department will move from City Hall to the new Public Works facility on November 18 and 19, and will reopen at its new location on November 22.



- The United Community Services' annual meeting will be held virtually on December 3.
- The City of Overland Park will celebrate the retirement of Mayor Carl Gerlach on December 3.

STAFF REPORTS

- Chief Roberson said the Police Department was participating in "Movember", an annual event involving the growing of moustaches and beards during the month of November to raise money for St. Jude's Children's Hospital cancer research. As of November 15, the Department had raised \$1,125.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2021-80

Consider adoption of Ordinances 2459, 2460, and 2461 to clarify and clean up the nuisance, unsafe structure and abatement provisions in the municipal code

Ms. Robichaud said that there were currently two sections in the Prairie Village Municipal Code that addressed nuisances, unsafe structures, and abatements. In some instances, the language in each section conflicts with the other, which becomes confusing for staff when researching the process for handling abatement or nuisances and unsafe structures.

Staff worked with City Attorney David Waters to improve the language in the municipal code regarding these provisions to provide better clarity and eliminate conflicting language. Staff recommended adopting Ordinance 2459, which would create a new Article 6 of Chapter 8 (Health and Welfare) which addresses all provisions related to nuisances, unsafe structures, and abatements. The recommendation also includes adopting Ordinances 2460 and 2461, which amend and eliminate the current provisions in Article 1 of Chapter 4, and Article 2 of Chapter 8 related to nuisances, unsafe structures, and abatements. These changes will result in a nuisance and abatement code that is clearer and easier to understand for staff and residents.

Ms. Robichaud also noted that the Environmental Committee Chair recently approached staff with a request from the committee that the municipal code be amended to clarify that milkweed was permissible in native gardens. Staff agreed to present this requested change to the City Council by revising the definition for rank weeds in Section 8-207.

At its November 1, 2021 meeting, the Council Committee of the Whole recommended approval of the three proposed ordinances and definition change.



Mrs. McFadden made a motion to approve Ordinance 2459 as presented in the meeting packet. Mr. Nelson seconded the motion. 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.

Mrs. McFadden made a motion to approve Ordinance 2460, as presented in the meeting packet. Mr. Nelson seconded the motion. 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.

Mrs. McFadden made a motion to approve Ordinance 2461, as presented in the meeting packet. Mr. Nelson seconded the motion. 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.

COU2021-81 Consider approval of the hiring of part-time Crime Analyst

Chief Roberson stated that in 2004, the Police Department added a sworn position titled Crime Prevention Officer, which was designed to help the department reduce crime by educating citizens on ways to keep their homes and businesses safe. At times, this employee would also assist command staff with crime statistics. Due to work force shortages, the position had frequently been vacant.

The Police Department uses intelligence-based policing as its strategy to respond to and deter criminal activity. In order to effectively use this strategy, the department must have relevant statistical data. Jeff Collins, a volunteer who has the technical expertise needed to accomplish this goal, started working for the department in late 2020, and created several data programs and search engines that have been used to improve the efficiency of police operations.

Since Mr. Collins is not an employee, he does not possess the credentials needed to access several other regional and local computer systems. If employed, Mr. Collins will be able to fully access all necessary data sources after passing a background check.

Chief Roberson proposed hiring Mr. Collins as a part-time Crime Analyst at a rate of \$25.00 per hour, for not more than 20 hours per week. The position would not include health care benefits, and the cost would be shared with the City of Mission Hills as part of the 2022 police budget. The cost for the remainder of 2021 is estimated to be no more than \$4,500, and in 2022, no more than \$26,000, minus the Mission Hills portion. If approved and found to be an effective asset, the position will be funded in the 2023 Police Department budget.

At its November 1, 2021 meeting, the Council Committee of the Whole recommended approval of hiring of a part-time crime analyst.



Ms. Reimer made a motion to approve the hiring of a part-time crime analyst as presented. Mr. Poling seconded the motion, which passed 11-1, with Mr. Runion in opposition.

COU2021-82 Consider approval of property tax rebate program

Mr. Geffert stated that, as part of the 2022 budget process, the Governing Body voted to allocate \$20,000 from the City’s general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. The program’s goal is to offer financial assistance in the form of a property tax relief grant to low income residents in need. Staff researched similar programs in Mission, KS and Roeland Park, KS, which utilize the U.S. Department of Housing and Urban Development’s “Very Low Income” guidelines to determine eligibility. Only property owners that are Prairie Village residents, are current on payment of their property taxes and special assessments, live in their own home, and meet the following income guidelines would be eligible for the program:

Household Size	Maximum Total Household Income (NOT Adjusted Gross Income)
1	\$30,100
2	\$34,400
3	\$38,700
4	\$43,000
5	\$46,450
6	\$49,900
7	\$53,350
8+	\$56,800

The average Prairie Village homeowner pays \$845 per year for the City’s portion of their overall tax liability. Theoretically, 23 homeowners could be assisted if these were the only fees rebated ($\$20,000 / \845).

The City Clerk’s Office will be responsible for receiving applications and verifying eligibility, and will in turn work with the Finance Department to reimburse homeowners. Information provided by Mission and Roeland Park indicates that in those cities, 15 - 30 applications are received annually. Further, applicants that continue to meet income guidelines are eligible to reapply each year. The application period is expected to open in January 2022, and will be advertised in the Village Voice and on social media platforms.

At its November 1, 2021 meeting, the Council Committee of the Whole voted to recommend approval of the program, with the addition of a property value cap of the



previous year's median home value. Only homeowners with property values at or below the median value would be eligible to participate in the program.

Mrs. Myers asked what forms of income would be included when calculating the total household income. Mr. Geffert stated that both Mission and Roeland Park had a comprehensive list of income to report, including earnings, interest, dividends, pensions, child support and public assistance, and that the City's program would require residents to report the same data and provide a copy of their previous year's tax return.

Mrs. Myers asked how applications received would be prioritized. Mr. Geffert said staff recommended applications be processed on a first-come, first-serve basis.

Ms. Nelson made a motion to approve the proposed tax rebate program, including a property value cap of the previous year's median home value on a first-come, first-serve basis, until allocated funds are fully expended. Ms. Selders seconded the motion.

After further discussion, Mr. Nelson made a motion to amend the motion to use the average home value rather than the median home value for the property value cap. Mr. Poling seconded the motion. A roll call vote was taken with the following votes cast: "aye": Herring, Selders, R. Nelson, Poling, Limbird, Runion, McFadden, Graves, Gallagher; "nay": J. Nelson, Myers; Reimer. The motion passed 9-3.

Mr. Runion made a motion to amend the amended motion to include a provision that recipients of the tax rebate agree to refund the total amount received to the City in the event the house is sold within five years. Mrs. Myers seconded the motion. A roll call vote was taken with the following votes cast: "aye": Myers, Runion, McFadden, Gallagher; "nay": Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Reimer, Graves. The motion failed 8-4.

Mr. Gallagher made a motion to amend the amended motion to limit financial assistance to recipients to the incremental increase in property taxes for the calendar year. Mr. Runion seconded the motion. A roll call vote was taken with the following votes cast: "aye": Myers, Runion, Gallagher; "nay": Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Reimer, McFadden, Graves. The motion failed 9-3.

A roll call vote on the original motion as amended was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Reimer, McFadden, Graves; "nay": Myers, Runion, Gallagher. The motion passed 9-3.

COU2021-83 Consider adoption of the 2021 Standard Traffic Ordinance for Kansas cities and the 2021 Uniform Public Offense Code for Kansas cities

Ms. Scott noted that on an annual basis, the City received the latest edition of the Uniform Public Offense Code (UPOC) and the Standard Traffic Ordinance (STO) from the League



of Kansas Municipalities. Prior to the request for incorporation, the offense codes and traffic ordinances were reviewed against current City ordinances for discrepancies. Any deletions or additions were reviewed and approved by the City Prosecutor and City Attorney.

- **Changes to UPOC Ordinance:** change UPOC edition year to 2021
- **Changes to STO Ordinance:** change STO edition year to 2021

Mr. Herring made a motion to approve the changes to the Unified Public Offense Code as presented. Mr. Nelson seconded the motion. 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.

Mr. Herring made a motion to approve the changes to the Standard Traffic Ordinance as presented. Mr. Nelson seconded the motion. 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.

COUNCIL COMMITTEE OF THE WHOLE

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

ANNOUNCEMENTS

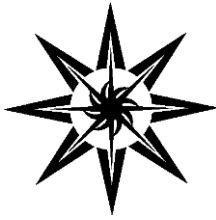
Announcements were included in the Council meeting packet.

ADJOURNMENT

Mrs. McFadden made a motion to adjourn the meeting. The motion was seconded by Mrs. Myers, and passed unanimously.

Mayor Mikkelson declared the meeting adjourned at 8:14 p.m.

Adam Geffert
City Clerk



City Clerk

Council Meeting Date: December 6, 2021
Consent Agenda

Approve the issuance of Cereal Malt Beverage Licenses for 2022

RECOMMENDATION

Staff recommends the City Council approve the issuance of cereal malt beverage licenses for 2022 to the following businesses:

- Hen House - Hen House 22 located at 4050 W 83rd St.
- Hen House - Hen House 28 located at 6950 Mission Rd.
- Hy-Vee Inc. - Store located at 7620 State Line Rd.
- Kansas CVS Pharmacy - Store #5261 at 8200 Mission Rd.
- Minit Mart LLC - Minit Mart located at 9440 Mission Rd.
- Walgreen Co. - Store #13032 located at 4016 W 95th St.

BACKGROUND

The State of Kansas requires a cereal malt beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2022 cereal malt beverage license to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

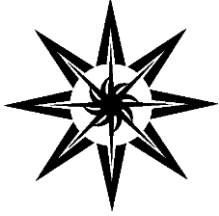
ATTACHMENTS

None

PREPARED BY

Adam Geffert
City Clerk

Date: 12/01/21



ADMINISTRATION

Council Meeting Date: December 6, 2021
CONSENT AGENDA

Consider Resolution 2021-23, approving the Prairie Village Arts Council artist receptions in 2022 as special events promoting the arts to allow the serving of free alcohol

BACKGROUND:

Non-profit organizations sponsoring an event promoting the arts may secure a permit to serve free alcoholic liquor or cereal malt beverages to members of the general public during the event with authorization of the local governing body by ordinance or resolution. The attached resolution covers the artist receptions in 2022.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2021-xx, to designate the Artist Receptions in 2022 as Special Events to Promote the Arts.

The Arts Council will continue to monitor the COVID-19 pandemic and comply with public health recommendations as appropriate.

PREPARED BY:

Nickie Lee
Finance Director
Date: November 16, 2021

RESOLUTION 2021-23

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

WHEREAS, the Arts Council hosts an artist reception on various Fridays in 2022 for the exhibiting artists between the hours 5:00 to 7:30 p.m. and desires to serve alcoholic and cereal malt beverages on the following dates: January 14, March 11, May 13, June 10, July 8, September 9, and November 11.

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

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

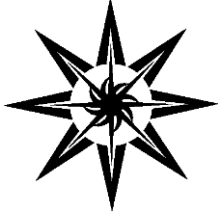
THEREFORE, BE IT RESOLVED that Prairie Village Arts Council artist receptions are hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the sale and consumption of alcoholic liquor and cereal malt beverages during the specified dates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

ADOPTED BY THE GOVERNING BODY ON DECEMBER 6, 2021.

Mayor Eric Mikkelson

ATTEST:

Adam Geffert, City Clerk



ADMINISTRATION

Consent Agenda: December 6, 2021

Consider Agreement with Berberich, Trahan & Co., P.A. to Audit the City's 2021 Financial Statements

SUGGESTED MOTION

Move that the Council approve the agreement with Berberich, Trahan & Co., P.A. to audit the City's 2021 financial statements.

BACKGROUND

KSA 75-1124 requires the City to have an annual audit. In 2016, the City issued a Request for Proposals for auditing services and selected Berberich, Trahan & Co., for the 2016 audit and following years. Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The firm performed the audits of the 2012 – 2020 financial statements.

Staff noted that BT& Co. services have been satisfactory. Staff recommends maintaining the services of the auditor for 2021 financial statements. Staff plans to go out for bid in the summer of 2022 for the 2022 audit. The 2022 audit will include a single audit if the City spends at least \$750,000 in federal funds. A single audit is a rigorous, organizational-wide financial statement and federal awards audit for entities that expend \$750,000 or more of federal assistance.

The 2021 audit will not include a single audit. The City received its first tranche of American Rescue Plan Act (ARPA) funds (\$1.6 million) in but has not expended any funds. The City does receive various other small federal grants that do not amount to the \$750,000 threshold.

The proposed fee for the 2021 audit is \$26,000, a slight increase from the cost of the 2020 audit (\$25,920). This agrees with the fee schedule that was submitted during the RFP process.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2021 budget for the Financial Management Program.

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

Prepared By: Nickie Lee, Finance Director
Date: November 29, 2021



November 17, 2021

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Prairie Village, Kansas's (the City's) governmental activities, each major fund and aggregate remaining fund information as of and for the year ended December 31, 2021 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

The Responsibilities of the Auditor

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

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

An Independently Owned Member, RSM US Alliance

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



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

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

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

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

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

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

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



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

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

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

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

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

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

Because BT&Co., P.A. will rely on the City and its management and city council to discharge the foregoing responsibilities, the City holds harmless and releases BT&Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect,



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BT&Co., P.A.'s breach of contract or negligence. These provisions shall survive the termination of this arrangement for services.

Records and Assistance

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

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

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

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

Other Relevant Information

BT&Co., P.A. may mention the City's name and provide a general description of the engagement in the BT&Co., P.A.'s client lists and marketing materials.

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

RSM US LLP will be available to support BT&Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving



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access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

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

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

Fees, Costs, and Access to Workpapers

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

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

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 26,000. The quoted fee for the year ended December 31, 2021 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

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



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In the event you terminate this engagement, you will pay BT&Co., P.A. for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by BT&Co., P.A. through the effective date of termination.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, BT&Co., P.A. may, at its sole discretion, terminate this arrangement letter without further obligation to the City. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for BT&Co., P.A. to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

The audit documentation for this engagement is the property of BT&Co., P.A. and constitutes confidential information.

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

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

Indemnification and Claim Resolution

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

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional



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Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

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

Information Security – Miscellaneous Terms

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

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

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

Reporting

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



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

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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

Very truly yours,

BT&CO., P.A.

A handwritten signature in black ink that reads "Stacey Hammond". The signature is written in a cursive, flowing style.

Stacey A. Hammond
Director

SAH:tls
Enclosures

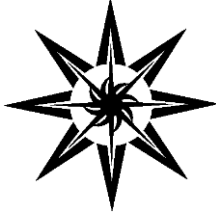


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Confirmed on behalf of the City of Prairie Village, Kansas:

Signature

Date



PUBLIC WORKS DEPARTMENT

Council Consent Agenda Date: 12/6/2021

CONSIDER BID AWARD FOR ELECTRICAL SERVICES

RECOMMENDATION

Staff recommends the City Council approve the contract for Electrical Services to Pro Circuit for 2022 and renewal in 2023 and 2024.

BACKGROUND

On Friday, November 5, 2021 the City Clerk received bids for a three year contract to provide Electrical Services. The contract is to provide Electrical Services for all City facilities. There were two bidders which included McGuire and Pro Circuit. After bid review, Pro Circuit is the apparent low bidder. Pro Circuit has provided this service for the City in the past.

FUNDING SOURCE

Funding is available in the 2022 Operating Budget totaling \$31,000.

ATTACHMENTS

1. Bid sheet
2. Contract for Electrical Services with Pro Circuit

PREPARED BY

Keith Bredehoeft, Director of Public Works

November 22, 2021

Bid Tab: Electrical Service
Opened on November 5, 2021

Bidder: McGuire

BID ITEMS	2022		2023		2024	
Hourly Rate	\$ 85.00		\$ 85.00		\$ 85.00	
Overtime Rate	\$ 127.50		\$ 127.50		\$ 127.50	
Holiday Rate	\$ 170.00		\$ 170.00		\$ 170.00	
Equipment Rates	DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
Scaffold	N/A	N/A	N/A	N/A	N/A	N/A
Scissor Lift	N/A	N/A	N/A	N/A	N/A	N/A
Genie Lift	N/A	N/A	N/A	N/A	N/A	N/A
Bucket Truck	N/A	N/A	N/A	N/A	N/A	N/A
Materials						
Purchase Invoice Cost Plus	20%		20%		20%	

Bidder: Pro Circuit

2022		2023		2024	
\$ 67.00		\$ 67.00		\$ 67.00	
\$ 87.00		\$ 87.00		\$ 87.00	
\$ 107.00		\$ 107.00		\$ 107.00	
DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
\$ 60.00	\$ 12.00	\$ 60.00	\$ 12.00	\$ 60.00	\$ 12.00
\$ 90.00	\$ 25.00	\$ 90.00	\$ 25.00	\$ 90.00	\$ 25.00
\$ 60.00	\$ 12.00	\$ 60.00	\$ 12.00	\$ 60.00	\$ 12.00
\$ 420.00	\$ 80.00	\$ 420.00	\$ 80.00	\$ 420.00	\$ 80.00
12%		12%		12%	

Bidder:

BID ITEMS	2022		2023		2024	
Hourly Rate						
Overtime Rate						
Holiday Rate						
Equipment Rates	DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
Scaffold						
Scissor Lift						
Genie Lift						
Bucket Truck						
Materials						
Purchase Invoice Cost Plus						

Bidder:

2022		2023		2024	
DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY

Bidder:

BID ITEMS	2022		2023		2024	
Hourly Rate						
Overtime Rate						
Holiday Rate						
Equipment Rates	DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY
Scaffold						
Scissor Lift						
Genie Lift						
Bucket Truck						
Materials						
Purchase Invoice Cost Plus						

Bidder:

2022		2023		2024	
DAILY	HOURLY	DAILY	HOURLY	DAILY	HOURLY



AGREEMENT for ELECTRICAL SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____ Pro Circuit, Incorporated _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2022 through 2024 with the following terms and conditions.

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

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

1.0 **Service Specifications**

- 1.1 The Contractor will provide electrical repair services and data cabling in City buildings and on City grounds.
- 1.2 The Contractor will complete all work requests within 10 business days of the date of the request. If work delays occur the Contractor will immediately contact the Field Superintendent or his designee as outlined in Section 2.2 for approval and coordination of work delays.
- 1.3 The Contractor will furnish the City a service report detailing all work performed by location including labor hours and parts replaced for work performed by location to be delivered to Public Works at 3535 Somerset, Prairie Village, KS 66208 when work is completed.
- 1.4 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Building Codes Office located at 3535 Somerset Drive.
- 1.5 A permit shall be applied for through the City of Prairie Village Building Codes Office for all repairs, at no cost to the Contractor.
- 1.6 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.7 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.8 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work.
- 1.9 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at Phone-(913)385-4644, Fax-(913)642-0117 or Email-jcarney@pvkansas.com, or his designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for electrical services as specified herein.
- 2.5 The Contractor must be able to respond within four hours for emergency electrical work. A telephone number and/or a pager number will be provided to the City.
- 2.6 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.7 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.8 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.9 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.10 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary,

wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- 2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.12 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.13 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.

Notwithstanding the foregoing or anything in this Agreement to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene, and other efforts to slow the spread of COVID-19. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.

- 2.14 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these

requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

- 2.15 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.16 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.17 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.18 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.19 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.20 This Agreement is for the period of January 1, 2022 through December 31, 2024. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.
- 2.21 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of these services are:

CONTRACTOR RATES	2022 RATE		2023 RATE		2024 RATE	
Hourly Rate	\$67		\$67		\$67	
Overtime Rate	\$87		\$87		\$87	
Holiday Rate	\$107		\$107		\$107	
EQUIPMENT RATES	2022 DAILY RATE	2022 HOURLY RATE	2023 DAILY RATE	2023 HOURLY RATE	2024 DAILY RATE	2024 HOURLY RATE
Scaffold	\$60	\$12	\$60	\$12	\$60	\$12
Scissor Lift	\$90	\$25	\$90	\$25	\$90	\$25
Self-Propelled Boom Lift	\$60	\$12	\$60	\$12	\$60	\$12
Bucket Truck	\$420	\$80	\$420	\$80	\$420	\$80
MATERIALS	2022 % OF MARK UP		2023 % OF MARK UP		2024 % OF MARK UP	
Purchase Invoice Cost Plus	12%		12%		12%	

4.0 References

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

Company: Port Authority of Kansas City Contact: James Mulick
Phone #: 816-559-3727 Email: JMULICK@PortKC.com

Brief Description on Work: Maintain all electrical systems for interior and exterior lighting. Data cabling and terminations for Port Authority facilities and public offerings.

Company: Eitas of Jackson County Contact: Marvin Blake
Phone #: 816-804-5077 Email: 1FACILITY@Eitas.org

Brief Description on Work: Maintain electrical systems and lighting repairs for twelve facilities; including offices, fleet vehicle facilities and maintenance department.

Company: Ameristar Casino Contact: Rufus Lockwood
Phone #: 816-414-7000 Email: RufusLockwood@boydgaming.com

Brief Description of Work: Maintain, install and service entire facility; including electrical, lighting, equipment installation, data, fiber and incoming power.

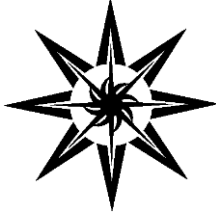
Contractor Contact: David Erickson
Company Name: Pro Circuit, Inc.
Address: 4925 Deramus Ave.
Kansas City, MO 64120
Telephone Number: 816-474-9292
Fax Number: 816-474-7878
Email: DavidErickson@procircuitinc.com

ATTEST:
/s/ Adam Geffert, City Clerk Date

/s/ David Waters, City Attorney Date

/s/ David Erickson 11-5-2021
Contractor Agent Date

/s/ Eric Mikkelson, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Consent Agenda Date: 12/6/2021

CONSIDER BID AWARD FOR PAINTING SERVICES

RECOMMENDATION

Staff recommends the City Council approve the contract for Painting Services to In and Out Painting for 2022 and renewal in 2023 and 2024.

BACKGROUND

On Friday, November 5, 2021 the City Clerk received bids for a three year contract to provide Painting Services. The contract is to provide Painting Services for all City facilities. There were four bidders; Blue Bear, Distinctive Painting, Inco Industries and In and Out Painting. After bid review, In & Out Painting is the apparent low bidder. In and Out Painting has provided this service in the past.

FUNDING SOURCE

Funding is available in the 2022 Operating Budget totaling \$25,000.

ATTACHMENTS

1. Bid Sheet
2. Contract for Painting Services with In and Out Painting

PREPARED BY

Keith Bredehoeft, Public Works Director

November 22, 2021

Bid Tab: Painting Services
Opened on November 5, 2021

Bidder: In and Out

Bid Item	2022	2023	2024
Interior Painting			
Gypsum Wall per square foot	\$0.50	\$0.51	\$0.52
Gypsum Ceiling per square foot	\$0.53	\$0.54	\$0.55
Standard Wood Door	\$45.00	\$46.00	\$47.00
Standard Metal Door	\$45.00	\$46.00	\$47.00
Standard Wood Doorframe	\$45.00	\$46.00	\$47.00
Standard Metal Doorframe	\$45.00	\$46.00	\$47.00
Wood Trim "Running" per foot	\$0.63	\$0.64	\$0.65
Exterior Painting			
CMU Walls per square foot	\$0.47	\$0.48	\$0.49
Wood siding & Trim per square foot	\$0.59	\$0.60	\$0.61
Trim			
Wood Fence	\$0.78	\$0.79	\$0.80
Metal Chain Link Fence	\$0.81	\$0.82	\$0.83
Swimming Pool			
Pool painting preparation per square foot	\$1.60	\$1.65	\$1.70
Epoxy pool coating - 2 coats per square foot	\$1.20	\$1.21	\$1.22
Epoxy Lane markings - 2 coats per running foot	\$2.75	\$2.80	\$2.85

Bidder: Blue Bear Inc

	2022	2023	2024
	\$2.12	\$2.33	\$2.33
	\$2.15	\$2.37	\$2.37
	\$85.00	\$93.50	\$93.50
	\$95.00	\$104.50	\$104.50
	\$75.00	\$82.50	\$82.50
	\$75.00	\$82.50	\$82.50
	\$2.25	\$2.48	\$2.48
	\$2.35	\$2.59	\$2.59
	\$2.35	\$2.59	\$2.59
	\$2.35	\$2.59	\$2.59
	\$2.35	\$2.59	\$2.59
	\$4.50	\$4.95	\$4.95
	\$4.42	\$4.86	\$4.86
	\$4.42	\$4.86	\$4.86

Bidder: Distinctive Painting

Bid Item	2022	2023	2024
Interior Painting			
Gypsum Wall per square foot	\$1.05	\$1.08	\$1.10
Gypsum Ceiling per square foot	\$0.85	\$0.88	\$0.90
Standard Wood Door	\$125.00	\$128.00	\$128.00
Standard Metal Door	\$135.00	\$138.00	\$138.00
Standard Wood Doorframe	\$85.00	\$88.00	\$90.00
Standard Metal Doorframe	\$85.00	\$88.00	\$90.00
Wood Trim "Running" per foot	\$2.00	\$2.00	\$2.00
Exterior Painting			
CMU Walls per square foot	\$1.25	\$1.28	\$1.30
Wood siding & Trim per square foot	\$1.25	\$1.28	\$1.30
Trim			
Wood Fence	N/A	N/A	N/A
Metal Chain Link Fence	N/A	N/A	N/A
Swimming Pool			
Pool painting preparation per square foot	\$1.25	\$1.28	\$1.30
Epoxy pool coating - 2 coats per square foot	\$3.25	\$3.28	\$3.30
Epoxy Lane markings - 2 coats per running foot	\$3.25	\$3.28	\$3.30

Bidder: Insko Industries Coating Division

	2022	2023	2024
	\$0.78	\$0.82	\$0.85
	\$0.78	\$0.82	\$0.85
	\$75.00	\$80.00	\$85.00
	\$75.00	\$80.00	\$85.00
	\$75.00	\$80.00	\$85.00
	\$75.00	\$80.00	\$85.00
	\$4.00	\$4.25	\$4.50
	\$1.30	\$1.40	\$1.50
	\$1.30	\$1.40	\$1.50
	\$4.25	\$4.55	\$4.70
	\$4.25	\$4.55	\$4.70
	\$2.00	\$2.10	\$2.20
	\$2.00	\$2.10	\$2.20
	\$3.00	\$3.15	\$3.30



AGREEMENT for PAINTING SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____ In and Out Painting, LLC _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2022 through 2024 with the following terms and conditions.

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

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

1.0 **Service Specifications**

- 1.1 The Contractor will provide painting services in City buildings and on City grounds.
- 1.2 The Contractor is required to properly prepare all interior/exterior work to eliminate all defects.
- 1.3 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Building Codes Office located at 3535 Somerset Drive.
- 1.4 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.5 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.6 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work.
- 1.7 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 **General**

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at Phone: (913) 385-4644, Fax: (913) 642-0117, Email: jcarney@pvkansas.com, or his designee will be the City coordinator for the Contractor in providing any service and responding to any special needs.

- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise scheduled or approved by the City. Work after normal working hours may be required due to building scheduling.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.
- Notwithstanding the foregoing or anything in this Agreement to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene, and other efforts to slow the spread of COVID-19. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.
- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any

reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.18 This Agreement is for the period of January 1, 2022 through December 31, 2024. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.
- 2.19 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of these services are:

Description	Units	Pricing 2022	Pricing 2023	Pricing 2024
<i>Interior Painting</i>				
Gypsum Walls	Per sq. ft.	.50	.51	.52
Gypsum Ceilings	Per sq. ft.	.53	.54	.55
Standard Wood Door	Per unit	45.00	46.00	47.00
Standard Metal Door	Per unit	45.00	46.00	47.00
Standard Doorframe	Per unit	45.00	46.00	47.00
Standard Metal Doorframe	Per unit	45.00	46.00	47.00
Wood Trim "Running"	Per ft.	.63	.64	.65
<i>Exterior Painting</i>				
CMU Walls	Per sq. ft.	.47	.48	.49
Wood Siding & Misc.	Per sq. ft.	.59	.60	.61
<i>Trim</i>				
Wood Fence	Per sq. ft.	.78	.79	.80
Metal Chain Link Fence	Per sq. ft.	.81	.82	.83
<i>Swimming Pool</i>				
Pool Painting Preparation	Per sq. ft.	1.60	1.65	1.70
Epoxy Pool Coatings (2 coats)	Per sq. ft.	1.20	1.21	1.22
Epoxy Lane Marking (2 coats)	Per running ft.	2.75	2.80	2.85

4.0 References

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

Company: Baron Contracting Contact: Jeff Bakarich
 Phone #: 913-322-4400 Email: jeffb@baroncontracting.com
 Brief Description on Work: Corporate Woods Office Park painting and wallcovering work throughout the entire office park

Company: Jonkman Construction Contact: Ryan Doll
 Phone #: 816-221-4751 Email: ryan@jonkmanconstruction.com
 Brief Description on Work: Olathe Tech Office Park painting and wallcovering work throughout the entire office park

Company: Centric Project Contact: Evan Spicer
 Phone #: 816-729-7477 Email: evan.spicer@crossroadsconstruct.
 Brief Description of Work: Painting and Wallcovering work on various tenant finish projects throughout Kansas and Missouri

Contractor Contact: Frank Martino
 Company Name: In And Out Painting LLC
 Address: 118 NW Business Park Lane
Riverside, Missouri 64150
 Telephone Number: 816-783-5555
 Fax Number: NA
 Email: frank@inandoutpaintkc.com

ATTEST:

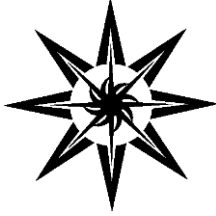
/s/ _____
 Adam Geffer, City Clerk Date

/s/ _____
 David Waters, City Attorney Date

/s/ Frank Martino 10/08/21
 Contractor Agent Date

/s/ _____
 Eric Mikkelson, Mayor Date





CONSIDER BID AWARD FOR TREE PLANTING SERVICES

RECOMMENDATION

Staff recommends the City Council approve the contract for Tree Planting Services to Rosehill Gardens for 2022 and renewal in 2023 and 2024.

BACKGROUND

On Friday, November 5, 2021 the City Clerk received bids for a three year contract to provide Tree Planting Services. The contract is to provide Tree Planting Services for the City’s replacement trees. There was one bidder, Rosehill Gardens. Rosehill Gardens has provided tree planting services in the past for the City with good results.

Rosehill Gardens	2022	2023	2024
1-1/2 to 2 inch Caliper Tree Installation	\$189.00	\$202.00	\$216.00
2-1/2 to 3 inch Caliper Tree Installation	\$235.00	\$251.00	\$268.00
% of Markup on Tree Cost	0% (wholesale cost)	0% (wholesale cost)	0% (wholesale cost)

The 2022 pricing would be an approximate 12% increase compared to 2021 pricing and a an approximate 6% increase for 2023 pricing as well as 2024 pricing. Most contractors charge a 10% markup on the cost of the tree itself in addition to the tree planting price. Rosehill does not charge a markup and charges the City the current wholesale price for each of the trees.

FUNDING SOURCE

Funding is available in the 2022 Operating Budget totaling \$30,000.

ATTACHMENTS

1. Contract for Tree Planting Services with Rose Hill Gardens

PREPARED BY

Keith Bredehoeft Public Works Director

November 22, 2021



AGREEMENT for TREE PLANTING SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____ Rosehill Gardens _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2022 through 2024 with the following terms and conditions.

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

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

1.0 **Service Specifications**

- 1.1 The Contractor will provide services of planting trees throughout the City. The types and species of trees as indicated in **Attachment #1**.
- 1.2 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Building Department Office located at 3535 Somerset Drive.
- 1.3 The Contractor will contact the City coordinator immediately if a problem or conflict arises on the jobsite or with a homeowner. The City coordinator can be reached at the phone numbers provided in Section 2.2.
- 1.4 The City will inspect the work and report to the Contractor's supervisor any problems.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working condition.
- 1.6 The Contractor shall provide to the property owner 24 hours notice prior to commencing any work. The Contractor shall communicate immediately any changes in work schedule to the City. The City will approve the notice prior to use.
- 1.7 The Contractor shall assign one person who shall serve as contact for the City for purposes of scheduling work and maintaining communication. The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.8 The Contractor will advise the City coordinator each day of work schedule and work completion. The Contractor may do this in person or by calling the City coordinator at the numbers provided in section 2.2.
- 1.9 The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Bridget Tolle, Urban Forestry Specialist, at Phone: (913) 634-8827, Fax: (913) 642-0117, Email: arborist@pvkansas.com, or her designee will be the City coordinator for the Contractor in providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be preformed between 7:00am through 3:30pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location (address) and indicate the species of tree planted and are to be sent to the Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208. The invoice should include a copy of the receipt(s) indicating cost of trees purchased. For Contractors that are also tree wholesalers, a copy of the current wholesale price list should be attached as backup of tree costs.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage:
 - (a) Workers' Compensation – Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 - (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.

Notwithstanding the foregoing or anything in this Agreement to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene, and other efforts to slow the spread of COVID-19. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.18 This Agreement is for the period of January 1, 2022 through December 31, 2024. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.
- 2.19 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 3.0 **Tree Planting Specifications**
- 3.1 The City will accept no substitutions, unless written permission is obtained from the City.
- 3.2 All trees shall be typical of their species or variety. All trees shall have normally well developed branches and vigorous root systems.

- 3.3 Trees shall be sound, healthy, vigorous, free from defects, disfiguring knots, abrasions of the bark, sun-scald injuries, plant diseases, insect eggs, borers, and all other forms of infections.
- 3.4 All trees shall be nursery field grown unless otherwise stated. All trees shall have been growing under climatic conditions similar to the location of planting for at least two (2) years prior to the date of planting.
- 3.5 The American Standard for Nursery Stock will be used in determining acceptable tree quality. Trees not meeting these standards are subject to rejection.
- 3.6 Size and grading standard shall conform to those of the American Standard of Nursery Stock unless otherwise specified. A tree shall be dimensioned as it stands in its natural position. Stock furnished shall be a fair average between the minimum and maximum sizes specified. Large trees that have been cut back to the specified sizes will not be accepted.
- 3.7 In preparing trees for moving, the Contractor shall take all precautions customary in good trade practice. Work that fails to meet the highest standards will not be accepted. All trees shall be dug to retain as many fibrous roots as possible. All trees shall be dug immediately before moving unless otherwise specified.
- 3.8 Balled and burlapped trees shall have solid ball of earth of minimum or greater specified size held in place securely by burlap. Broken, loose, or manufactured balls will be rejected. Trees shall be carried or handled by the top or the trunk. Any material not decomposable shall be removed from the ball at time of planting.
- 3.9 No plant material shall be planted by the Contractor until it is inspected and approved by the City at the site of delivery. The City will be the sole judge of the quality and acceptability of the materials. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost.
- 3.10 Topsoil or planting soil shall be a local or native pulverized topsoil with a high loam content, obtained from well-drained areas. It shall be without admixture of subsoil or slang, and shall be free of stones, lumps, clay, sticks, plants, or their roots, toxic substances or other extraneous matter that may be harmful to plant growth or would interfere with future maintenance.
- 3.11 Mulch shall be shredded hardwood bark mulch common to the locality, and shall be free of sticks, stones, leaves and other debris.
- 3.12 Stakes for tree support shall be either six (6) foot long steel T-posts or 1.5x1.5 inch wood post. There shall be two (2) stakes per tree. Staking wire shall be 14 to 12 gauge wire used for staking from post into tree staking straps. Tree staking straps shall be new or used 1.5x18 inch woven material with grommets.
- 3.13 Trunk wrapping material will be two layers of wrinkled paper, from four (4) inches to ten (10) inches wide, and attached at the top and bottom by a medium sisal yarn or masking tape.
- 3.14 All other materials not specifically described, but required for a complete and proper installation, shall be selected by the Contractor and subject to the approval of the City.

4.0 Installation

- 4.1 Planting operations shall be conducted under favorable weather conditions during the Spring and Fall seasons. The temperature shall be above freezing and the soil shall be in a satisfactory workable condition.
- 4.2 Trees shall be planted where flagging and stakes have been set by the City.
- 4.3 Prior to the excavation for planting, the Contractor shall determine and verify the location of all utility lines, electric cables, sprinkler system, and conduits so that the proper precautions may be taken not to disturb or damage any subsurface improvements. Should obstructions be found, the Contractor shall promptly notify the City. The City will choose another location for the tree. All adjusted locations must be approved by the City before the tree is planted.
- 4.4 No planting holes shall be dug until the proposed location has been flagged. Each plant shall be in an individual hole as specified. All holes shall be dug with straight vertical sides and crowned bottoms, or as directed by the City. Any holes left open will be properly barricaded for safety at the Contractors expense and responsibility to ensure that this is completed at the end of each work day before leaving the work site.
- 4.5 All plants shall be set to ultimate finished grade, so that they will be left in the same relation to the surrounding grade as the tree stood before being moved. No filling will be permitted around trunks or stems.
- 4.6 All ropes, wire baskets, staves, etc., shall be removed from sides and top of the ball, and removed from the hole before backfilling. Burlap shall be removed from the top one-third of the soil ball. Wire baskets must be removed from soil balls dug by tree spade before backfilling.
- 4.7 All trees shall be planted in holes at least one foot greater in diameter than the ball of earth or the spread of the roots. The depth of the holes shall be as is necessary to accommodate the roots so that when the tree is placed therein it will not be necessary to raise or lower it to bring it to the proper finished grade. The root flare shall be at finished grade when planted. Soil shall be tamped in the bottom of the hole if it has been disturbed. Roots of bare root plants shall not be matted together, but arranged in their natural position with soil worked in among them.
- 4.8 Existing topsoil is to be used as backfill if it is suitable, as determined by the City. Excess excavation not needed as backfill or to construct soil saucer around the tree shall be removed from the site by the Contractor at no additional cost and prior to the Contractor leaving that location. Soil amendments are not to be used. Planting pits shall be backfilled carefully to fill all voids and to avoid root injury.
- 4.9 Prior to complete backfilling of the planting pit, trees shall be thoroughly irrigated by low volume, low pressure garden hose positioned at the bottom of the pit. After the pit fills with water and soil settling has occurred the hole shall be filled with topsoil, settled thoroughly by watering, and topsoil shall be added to bring the pit surface to grade.
- 4.10 A watering saucer with a minimum of four (4) inch high lip shall be formed around each tree to hold water. On slopes, the "uphill" side of the saucer shall be left open to catch rain runoff.
- 4.11 All deciduous trees shall, immediately after planting to proper grade, have their trunks wrapped with wrinkle paper, starting at the bottom and working up with each layer overlapping the previous layer by 50 percent. The wrapping material shall be attached at the bottom and at the top.

- 4.12 All deciduous trees over six (6) feet in height and all evergreen trees over four (4) feet in height shall, immediately after planting to proper grade, be staked with two six (6) foot long steel T-posts as follows:
- The stakes shall be positioned on the sides of the tree so that the line between them is perpendicular to the prevailing winds;
 - The stakes shall be driven into undisturbed soil outside the planting pit to a depth of 12 inches;
 - The trunk shall be secured to the stake using staking wire and straps or other approved commercial tree tying materials, in such a manner that the bark on the trunk will not be injured.
- 4.13 After planting has been approved by the City, a layer of shredded wood chips or bark five (5) inches thick shall be placed on finished grade within the water saucer around all plants.
- 4.14 All trees shall be irrigated a second time before the Contractor leaves the site for the day.
- 4.15 All trees shall be neatly pruned to preserve their natural character and in a manner appropriate to the particular requirements of each tree. No tree shall be pruned prior to delivery. Broken or badly bruised branches shall be removed with a clean cut. All pruning shall be done with sharp tools in accordance with proper pruning practices. All accidental damage to trees and shrubs occurring during the course of planting shall promptly be treated as required in accordance with recognized horticultural practices.
- 4.16 All trees should have an identification tag that denotes the type of tree.

5.0 **Maintenance, Inspection Guarantees and Replacements**

- 5.1 The Contractor shall overview and approve a maintenance schedule provided by the City.
- 5.2 The resident of the property will assume the responsibility of maintenance including watering, weeding, repairing and tightening support stakes, etc., upon completion of the planting.
- 5.3 The Contractor shall periodically inspect the plantings during the guarantee period and immediately notify the City of any irregularities or deficiencies that will affect the Guarantee.
- 5.4 The Contractor shall also be responsible for resetting of any trees to an upright positions or to proper grade, and for the removal and replacement of any dead plant material.
- 5.5 The guarantee period will be for a twelve (12) month period from date of planting.
- 5.6 Inspection of the planting work, to determine its completion for beginning the Guarantee Period, will be made by the City upon notice requesting such inspection by the Contractor at least seven (7) calendar days prior to the anticipated date. All trees must be alive, healthy and planted properly in order to be considered complete. Each phase of this project will be inspected separately if the project is installed in phases.
- 5.7 The City will make final inspection of the planting to determine its final acceptance at the conclusion of the Guarantee Period. No trees will be accepted unless they are alive and healthy.

5.8 The Contractor shall replace any plants that are dead or, in the opinion of the City, in an unhealthy or unsightly condition, and/or have lost their natural shape due to dead branches. The cost of such replacement(s) shall be borne 100 percent by the Contractor.

6.0 **Fees**

6.1 Fees for Tree Planting Services:

Tree Planting Cost	2022	2023	2024
1 ½" - 2" Caliper Tree	\$ 189	\$ 202	\$ 216
2 ½" - 3" Caliper Tree	\$ 235	\$ 251	\$ 268
Tree Purchasing	2022 Tree Cost % Mark Up	2023 Tree Cost % Mark Up	2024 Tree Cost % Mark Up
Purchase Invoice Cost Plus (see Note in 6.2 below)	0	0	0

6.2 If the Contractor is providing the Trees for purchase from their own nursery stock and will not be purchasing them from an outside supplier **and** will not be instituting a Percentage of Markup as indicated in bid items Section 6.1 for **Tree Purchases**, then the Contractor should submit their current wholesale pricelist with the bid submission so that the City can easily determine best cost between the bids.

7.0 References

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

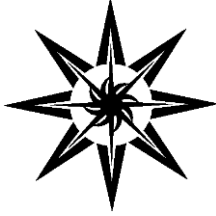
Company: City of Lawrence Contact: Crystal Miles (retired-10/31)
 Phone #: 785-~~3072~~⁶³⁴-0578 Email: Tyler Eike
 Brief Description on Work: Planting Street Trees

Company: City of Lees Summit Contact: Steve Casey
 Phone #: 816 352 3111 Email: stephen.casey@cityofls.net
 Brief Description on Work: Provide material and or installation, design, delivery

Company: City of Prairie Village Contact: Bridget Talle
 Phone #: 913 634 8527 Email: _____
 Brief Description of Work: Planting Street Trees

Contractor Contact: James Brandmeyer
 Company Name: Rosehill Gardens
 Address: _____
 Telephone Number: 816 941 4777
 Fax Number: _____
 Email: brandmeyer@rosehillgardens.com
 Contractor Agent: James Brandmeyer Date: 10-20-2021

ATTEST:
 /s/ _____ Date
 Adam Geffert, City Clerk
 /s/ _____ Date
 David Waters, City Attorney
 /s/ _____ Date
 Eric Mikkelson, Mayor



PUBLIC WORKS DEPARTMENT

Council Consent Agenda Date: December 6, 2021

CONSIDER BID AWARD FOR MATERIALS TESTING SERVICES

RECOMMENDATION

Staff recommends the City Council approve the contract for Material Testing Services to Kaw Valley Engineering, Inc. for 2022 and renewal in 2023 and 2024.

BACKGROUND

On Friday, November 5, 2021 the City clerk received bids for a three year contract to provide Materials Testing Services. There was one bidder, Kaw Valley Engineering, Inc. Kaw Valley Engineering has provided materials testing services in the past for the City with good results.

Kaw Valley Engineering Inc.	\$42,250.00
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This is an on-call contract, the low bidder is typically determined by estimating the number and type of tests that will be required and multiplying those times the unit prices submitted by each company. There was an increase in overall fees of almost 20% from the 2019 pricing. However, the primary services that are used only had an increase of 9% which was in technician rates while the concrete testing costs remained the same. Kaw Valley Engineering had the previous three year contract for the testing program and they have performed well.

FUNDING SOURCE

Funds for this program are budgeted in each individual project.

ATTACHMENTS

1. Agreement with Kaw Valley Engineering, Inc.

PREPARED BY

Keith Bredehoeft, Public Works Director

November 29, 2021



MATERIALS TESTING PROGRAM

AGREEMENT

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

CONTRACTOR

AGREEMENT FOR MATERIAL TESTING SERVICES

Agreement, made this ____ day of _____, by and between _____ hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar year's 2022, 2023, and 2024 with the following terms and conditions.

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

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 Service Specifications

- 1.1 The Contractor will provide the services of drilling core samples and testing of construction materials throughout the City. The testing of materials includes, but may not be limited to, asphalt, concrete, aggregate, sub-base and subgrade.
- 1.2 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 1.4 The City will inspect the work and report to the Contractor's supervisor any problems.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working condition.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City from time to time.
- 2.2 Melissa Prenger, P.E. Sr. Project Manager, at phone: (913) 385-4655, fax: (913) 642-0117, email: mprenger@pvkansas.com will be the City coordinator for the Contractor in providing any service and responding to any special needs.
- 2.3 The City will contact the Contractor 24 hours in advance of any necessary testing. All work shall be performed between 7:00 am and 6:00 pm, Monday through Friday unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices shall be grouped by the City project number with a clear description of the specific testing provided at each specific location. Invoices are to be sent to Melissa Prenger, Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 and may be sent via email to mprenger@pvkansas.com.

- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.11 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.

Notwithstanding the foregoing or anything in this Agreement to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene, and other efforts to slow the spread of COVID-19. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.18 This agreement is for the period of **January 1, 2022 through December 31, 2024**. Either party may terminate this agreement by giving thirty (30) days prior written notice to the other party, or immediately upon a default by the other party.
- 3.0 **Technical**
- 3.1 The Contractor shall perform all testing, requested by the City, in conformance with all current standards of AASHTO, APWA, ASTM and KDOT.
- 3.2 The City representative who will request inspection services from the Contractor is defined as the Construction Inspector, and will be either the City coordinator or a consultant to the City at the project site.
- 3.3 The Contractor shall furnish a clear, accurate, typed report with all the results of each test within 48 hours of collecting the samples. This report shall include a clear description of the location of each test, the City project number and the name of the City representative on site. Both the test results and the standard specifications should be shown, along with an indication if the material met the appropriate specifications. (i.e. APWA, KCMMB, KDOT) The material mix type shall also be indicated in the report.
- 3.4 The Contractor representative shall attend preconstruction meetings, which will include the City Prime Contractor as well as the City Design Consultant. The Contractor will not charge a fee to the City for attending these meetings.

- 3.5 The Contractor may be directed by the City Inspector to perform testing under the following City Contracts. Project construction dollars for the three years of this agreement is expected to be around \$10,000,000:
- A) Annual Street Resurfacing Program
 - B) Annual Concrete Repair Program
 - C) Annual Storm Drainage Program
 - D) Annual Street Repair Program
 - E) Annual Crack/Slurry Program
 - F) Annual CARS
 - G) Random Testing of Public Works Field Operations
 - H) Other as necessary
- 3.6 Testing and Observations - City understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Contractor will provide test results and opinions based on tests and field observations only for the work tested. City understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. City agrees to the level or amount of testing performed and the associated risk. City is responsible (even if delegated to contractor) for notifying and scheduling Contractor so Contractor can perform these Services. Contractor shall not be responsible for the quality and completeness of other contractor's work or their adherence to the project documents, and Contractor's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Contractor will not supervise or direct the work performed by other contractors or their subcontractors and is not responsible for their means and methods.

4.0 References

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

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description on Work: _____

Company: _____ Contact: _____

Phone #: _____ Email: _____

Brief Description of Work: _____

Contractor Contact: _____

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

/s/ _____

Contractor Agent Date

ATTEST:

/s/ _____

Adam Geffer, City Clerk Date

/s/ _____

David Waters, City Attorney Date

/s/ _____

Eric Mikkelson, Mayor Date

Bid submitted by Kaw Valley Engineering, Inc.

BID PROPOSAL FORM**MATERIAL TESTING PROGRAM**

To the City of Prairie Village, Kansas:

The **undersigned Bidder**, having examined the Contract Documents and all Addenda thereto; and being acquainted with and fully understanding

- a) the extent and character of the work covered by this Proposal;
- b) the location, arrangement, and specified requirements for the proposed work;
- c) the location, character, and condition of existing buildings, streets, roads, sidewalks, driveways, curbs, gutters, trees, sewers, utilities, drainage, and other installations both surface and underground that may affect or be affected by the proposed work;
- d) the nature and extent of the excavations to be made, and the type, character and general condition of materials to be excavated;
- e) the necessary handling and re-handling of excavated materials;
- f) the location and extent of necessary or probable de-watering requirements;
- g) the difficulties and hazards to the work that might be caused by storm and flood water;
- h) local conditions relative to labor, transportation, and hauling facilities; and
- i) all other factors and conditions affecting or that may be affected by the work,

HEREBY PROPOSES to furnish all required material, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that the Bidder will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the Specifications, and the Bidder understands that the estimated quantities herein given are not guaranteed to be exact or total quantities required for the completion of the work, and that increases or decreases may be made over or under the estimated quantities to provide for needs that are determined during the progress of the Work and that prices bid shall apply to such increased or decreased quantities as follows:

Bid submitted by Kaw Valley Engineering, Inc.**ITEMIZED PROPOSAL**

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Field Technician	Hour	300	75.00	22,500.00
2	Field Engineer	Hour	20	175.00	3,500.00
3	Geologist	Hour	30	65.00	1,950.00
4	Nuclear Density Gauge	Hour	70	0.00	0.00
5	Concrete Compressive Strength Test (with report)	Each	150	15.00	2,250.00
6	Portable Coring Machine	Daily	5	0.00	0.00
7	Coring Bit Charge	Inch	200	5.00	1,000.00
8	Core Density (Field Cut)	Each	70	15.00	1,050.00
	ASPHALT				
9	Marshall Density (ASTM D2726) Stability and Flow (AASHTO T-245) (Set of 3)	Each	20	250.00	5,000.00
10	Extraction of Asphaltic Mix (KDOT KT-57) - Ignition Method & Gradation (ASTM D5444)	Each	20	250.00	5,000.00
11	% Voids in Mineral Aggregate (VMA)	Each	20	0.00	0.00
TOTAL					42,250.00

NOTES

- Any assumptions (i.e. minimum number of hours, etc) should be noted.
- Any testing that may be requested, which is not listed above, will be at a negotiated cost. The Contractor must list all costs included to perform the above work, including reports. Additional charges (hidden or otherwise) shall not be added after this Contract is signed. Expenses such as mileage shall be subsidiary to other items in the Contract.
- Concrete testing, including slump, air, preparing cylinders and unit weight will not be paid for separately but will be included under the hourly or daily charge for a technician.
- Item #5 includes the necessary cylinders (4 typically) to compile a complete Compressive Strength Test Report.
- Item #9 (Marshall Density Stability and Flow) includes preparation of Marshall Specimens (ASTM 1559), set of three (3).

Bid submitted by Kaw Valley Engineering, Inc.

PROPOSAL QUANTITIES

The unit price bid for each item shall include all of the Contractor's cost and profit including equipment, labor, supervision, material and all incidentals necessary to furnish the work complete and ready for use.

The **undersigned Bidder** declares:

That he has been regularly engaged in contract work of the class required by the specifications for 30 years, and respectfully invites your attention to the following work that has been completed under his direction:

<u>Project</u>	<u>Number</u>	<u>Location</u>	<u>Contact</u>	<u>Telephone</u>
City of Prairie Village, Kansas		Keith Bredehoeft, Public Works Director		913-385-4642
City of Overland Park, Kansas		Tony Hofmann, Public Works Director		913-895-6040
City of Olathe, Kansas		Jeff Blakeman, Sr Building Design Project Manager		913-971-9047
City of Shawnee, Kansas		Ernie Longoria, Sr Project Engineer		913-742-6312

That he has personally examined the location of the proposed work and determined the amount and character of the proposed work, and the material and equipment necessary to complete the same in compliance with the accompanying contract documents and project manual.

The undersigned proposes and agrees, if this proposal is accepted, to provide all necessary machinery, tools, equipment and other means of construction, and to do all the work specified in the documents of the contract in the manner therein prescribed and according to the requirements of the City as therein set forth.

Addendum receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Contract Documents:

Addendum NO. N/A, Date _____

Addendum NO. _____, Date _____

Bid submitted by Kaw Valley Engineering, Inc.

The undersigned Bidder hereby declares that the only persons or firms interested in the Proposal as principal or principals is or are named herein and that no other persons or firms that herein mentioned have any interest in this Proposal or in the Contract to be entered into; and this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned Bidder agrees and assures the City that if awarded this Contract, the Bidder will fully abide by the requirements of these Contract Documents.

In submitting this bid, the undersigned declares that he/she is of lawful age and executed the accompanying bid on behalf of this bidder therein named, and that he/she had lawful authority to do so. The undersigned further declares that he/she has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for his/her object the controlling of the price or amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the subject matter of the bid or bids or of the profits thereof, and that he/she has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.

The undersigned further declares that he has carefully examined the Notice to Bidders, Instructions to Bidders and other Contract Documents, and he has inspected the actual location of the work, together with the local sources of supply, and has satisfied himself as to all conditions and quantities, and understands that in signing this Bid he waives all right to plead any misunderstanding regarding the same.

If written notice of the acceptance of this bid is mailed, faxed, or delivered to the undersigned Bidder within thirty (30) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned Bidder will, within ten (10) calendar days after the date of such mailing, faxing, or delivery of such notice, execute and deliver a Contract in the form of Contract attached.

Bid submitted by Kaw Valley Engineering, Inc.

The undersigned Bidder hereby designates as the office of the Bidder to which such notice of acceptance may be mailed, faxed, or delivered:

Signature of Bidder: Michael R Osbourn

If an individual: _____

Doing business as: _____

If a Partnership: _____,

By _____, member of firm

If a Corporation: Kaw Valley Engineering, Inc.

By Michael R Osbourn, PE

Title Principal

DATED: 10/28/2021

Kaw Valley Engineering, Inc.

913-894-5150

Typed name of Bidder

Telephone Number

14700 W 114th Terrace

913-894-5977

Street address

Fax Number

Lenexa, Kansas 66215

City, State, Zip

If the Bidder is a corporation, supply the following information:

State in which incorporated:

Kansas

Name and business address of its:

President:

Leon Osbourn

2319 N Jackson, Junction City, KS 66441

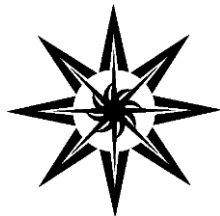
Secretary:

Gary Leeds

14700 W 114th Terrace, Lenexa, KS 66441

SEAL

Date: 10/28/2021



MAYOR

City Council Meeting Date: December 6, 2021

COU2021-84

Consider Reappointment of Deputy City Administrator

RECOMMENDATION

Mayor Mikkelson requests the City Council ratify the reappointment of Jamie Robichaud to serve as the Deputy City Administrator.

MOTION

Move to ratify Mayor Mikkelson's appointment of Jamie Robichaud as Deputy City Administrator.

BACKGROUND

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

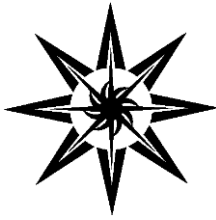
ATTACHMENTS

PREPARED BY

Adam Geffert

City Clerk

Date: December 1, 2021



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 6, 2021
New Business Agenda

COU2021-85: Consider 2022 contribution allocation recommended by United Community Services for Human Service Fund grants

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2022 Human Service Fund Recommendation Report and a contribution to UCS of \$10,000.

BACKGROUND

For many years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2022 budget has designated \$10,000 for this contribution, an increase from \$8,300 in prior years. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2022 Human Service Fund Recommendation Report.

FUNDING SOURCE

Funding is included in the 2022 budget for the Community Programs.

ATTACHMENTS: 2022 Human Service Fund Cover Letter and Recommendation Report

Prepared By: Nickie Lee, Finance Director
Date: November 16, 2021



United Community Services of Johnson County

November 5, 2021

Board Members

Roxann Kerr Lindsey, President
Kate Allen
Marshaun Butler
Joe Connor
Tara Eberline
Erik Erazo
Rev. Adam Hamilton
Robin Rollins Harrold
Thomas Herzog
Donna Lauffer
Patty Markley
Dr. L. Michael McCloud, PhD
Hon. Donald Roberts
Kevin Tubbesing
Vanessa Vaughn West
Dave White
Rebecca Yochem

Council of Advisors

Gary Anderson
Mary Birch
Dr. Andy Bowne
Pat Colloton
Dr. Stuart Day
Hon. Peggy Dunn
Hon. Ed Eilert
Jeff Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director

Julie K. Brewer

To: Wes Jordan, City Administrator

From: Julie Brewer, Executive Director

RE: 2022 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2022 Human Service Fund allocation recommendations. An electronic version of the 2022 Human Service Fund Recommendation Report is attached. Print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately \$437,830. During 2022, allocations will benefit Johnson County residents who will be served through 19 programs recommended for grants. Thanks to your support, in 2020, programs receiving Human Service Fund grants provided over 168,000 units of service to more than 37,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants. **The city of Prairie Village is requested to approve the recommendations and notify UCS no later than December 30, 2021.** After that date, the recommendations will stand as presented.

If you have any questions about the recommendations or process, please contact Christina Ashie Guidry at christinag@ucsjoco.org or (913) 438-4764. We appreciate your support of this county-wide partnership. Thank you.

Enclosure: 2022 Human Service Fund Recommendations Report

cc: Nickie Lee



United Community Services of Johnson County

Board Members

- Roxann Kerr Lindsey, President
- Kate Allen
- Marshaun Butler
- Joe Connor
- Tara Eberline
- Erik Erazo
- Rev. Adam Hamilton
- Robin Rollins Harrold
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- Rebecca Yocham

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- Tom Robinett
- Clint Robinson
- Carol Sader
- Brad Stratton
- Charlie Sunderland
- Hon. Stephen Tatum
- David Warm

Executive Director

- Julie K. Brewer

2022 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted \$437,830 for the **Human Service Fund** (HSF) in 2022 – more than a 10% increase from 2021.

In 2022, HSF received a 50% increase in applications for funding. Due to your generous support, five new programs are recommended for funding, for a total of 19 programs receiving your support. Four of these new programs are welcomed through the new Small Grants Program, which provides grants of less than \$5,000 for new, growing, and grassroots organizations working to build their footprint and grant capacity. Thank you for making this possible!

The HSF offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is competitive and is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address work support services, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See Appendix B for all funding priorities.)

Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year(s), and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2020, programs receiving HSF grants provided over 168,000 units of service to more than 37,000 Johnson County residents. In 2020, “units of service” included medical and dental appointments, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of childcare and transportation, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by December 30, 2021.

2022 Human Service Fund Applicant History and Recommendations

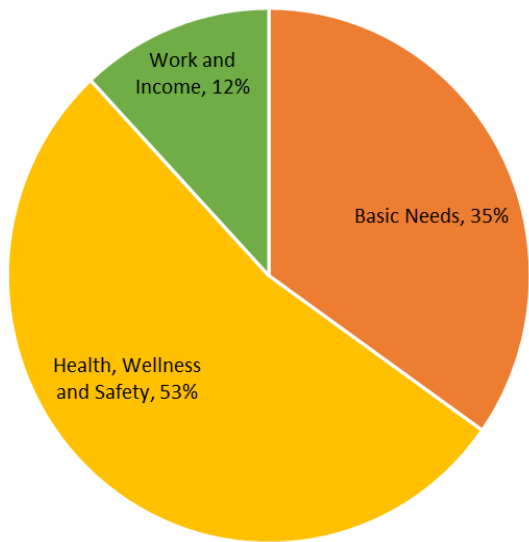
Regular HSF Grant Applicant	2020 Grant	2021 Grant	2022 Recommended	Program Description
CASA of Johnson & Wyandotte*	\$48,000	\$48,000	\$50,000	Child Advocacy: court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas*	\$70,000	\$70,000	\$68,500	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Center of Grace	–	–	\$0	Free blood pressure monitors to take in-home blood pressure readings for low-income clients referred by health screening
El Centro*	\$22,800	\$22,800	\$25,000	Safety net services for low-income, under/uninsured households: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	\$5,000	\$5,000	\$5,000	Behavioral Interventionist Program: One-on-one services in the home with fostered/adopted children to support behavioral and emotional management and retain housing placement.
Growing Futures EEC*	\$9,000	\$9,000	\$19,398	Scholarships for pre-kindergarten wraparound childcare fees for low-income families, supporting full-time education/employment of caregivers and kindergarten preparedness.
Harvesters	\$15,000	\$15,000	No request	BackSnack and Kids Café programs provide food for low-income school children for weekends and meals in afterschool locations and summer sites.
Health Partnership Clinic*	\$45,000	\$49,500	\$49,500	Health, dental, and behavioral healthcare, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica*	\$10,000	No request	\$10,000	Transitional housing for youth, single adults, and families experiencing homelessness; case management, budget counseling, and supportive services.
Inclusion Connections	–	–	\$5,000	Life skill, education, and employability training at sliding scale fees for low-income young adults with developmental disabilities to support long term employment and quality of life.
Jo. Co. Interfaith Hospitality Network*	\$9,000	\$9,000	\$9,000	Case management, including shelter and meals for single women and families with children experiencing homelessness.
Kansas Children's Service League*	\$20,280	\$20,280	\$20,340	Healthy Families Program: Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC*	\$18,500	\$17,500	\$17,500	Thriving Families: Crisis counseling, parent education, and assistance navigating health care and mental health care, housing, and community resources to support positive family outcomes.
Metro Lutheran Ministries	–	–	\$0	Short-term case management and emergent assistance for households at-risk of homelessness.
NCircle*	\$15,696	\$19,696	\$19,696	Training and Employment Services: skills training, certification, financial education, mentorship & job placement for clients in Department of Corrections custody and/or on supervision.
SAFEHOME	\$21,000	\$21,000	\$21,000	Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army Family Lodge (Olathe)*	\$20,000	\$23,000	\$25,000	Transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management.
Sunflower House*	\$42,500	\$42,500	\$46,898	Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.
Subtotal	\$371,776	\$372,776	\$410,830	Funds allocated to human service programs serving Johnson County residents.

UCS	\$26,000	\$26,000	\$27,000	Fee for administration of the Human Service Fund.
Total	\$397,776	\$398,276	\$437,830	The 2021 federal poverty level for a family of three is \$21,960.

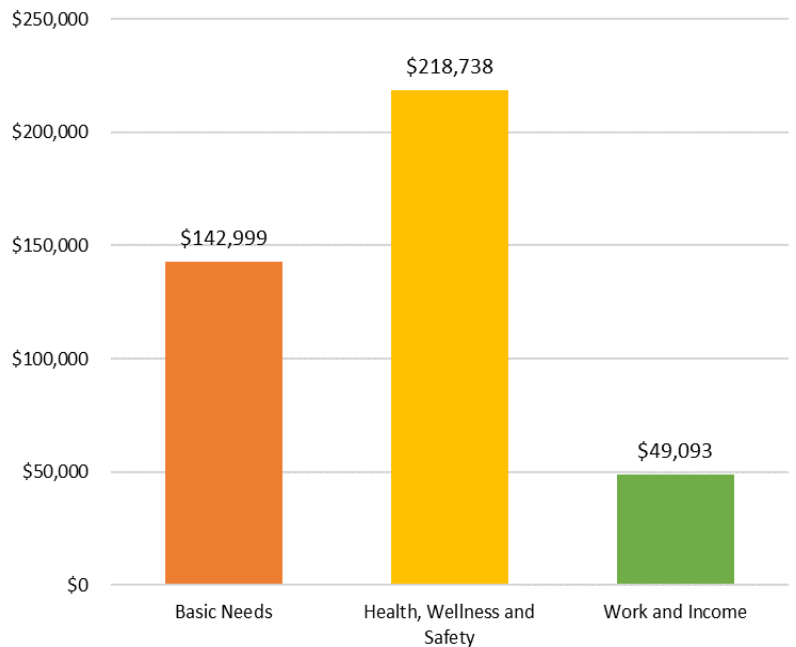
*Applicants are returning grantees with established programs for which the UCS Board recommends two years of funding. The two-year funding recommendation is contingent on: continued agency performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it wishes to continue substantially the same program at the same level of funding in calendar year 2023. If all these conditions are met, these grantees may elect to submit a letter of affirmation rather than completing a full HSF application for the 2023 funding cycle. In the alternative, these grantees may submit a full HSF application in 2023.

HSF Small Grants Program (New in 2022)	HSF Small Grant Applicant	2022 Recommendation	Program Description
	Community Center of Shawnee	\$4,500	Food pantry, clothing, and emergency financial assistance for shelter, fuel, utilities, healthcare, and transportation to support basic needs, healthcare access, and employment in Johnson County.
	Gateway to Hope	\$4,500	Sisters of Hope/Hermanas en la Esperanza provides mental and behavioral healthcare to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services. This program serves primarily low-income Latina and BIPOC teens and women in English and Spanish.
	HopeBuilders	\$4,999	Supports adequate housing and retention of affordable housing stock by providing accessibility modifications and home repair for older adults and individuals living with disabilities in Johnson County.
	Pathway to Hope	\$4,999	Reclamation Clubhouse empowers individuals diagnosed with serious mental illness to secure and maintain stable employment and self-sufficiency through job training, transportation, work tools and attire, and employment support in Johnson County.

Distribution of Human Service Funds by Program Type
Total Recommended Grants in 2022: \$410,830



Human Service Fund: Funding Recommendations by Program Type



2022 Human Service Fund Recommendations

HSF Small Grants Recommendations

After consultation with and agreement of contributing jurisdictions, 2022 represents the launch of HSF Small Grants. HSF Small Grants are for amounts less than \$5,000 for agencies that are new, growing, or grassroots and working to build their footprint and grant capacity in Johnson County. Like regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (See Appendix B), including funding priorities, eligibility criteria, and reporting requirements. \$18,998 in total funding is recommended for applicants to the HSF Small Grants.

Community Center of Shawnee Funding is recommended to support transportation assistance and food pantry services to decrease food insecurity and increase self-sufficiency of Johnson County residents as part of the emergency assistance program, which includes food, clothing, holiday meals, school supplies, transportation assistance, and shelter. Community Center of Shawnee serves low-income clients. Transportation is a recognized barrier to employment and healthcare access in Johnson County.

\$4,500
Recommendation

2022 Results Projected: Reduction of food insecurity in Johnson County through the provision of food and increase in transportation supporting employment, employment retention, and access to healthcare by Johnson County residents.

Gateway to Hope Funding is recommended to subsidize the Sisters of Hope/Hermanas en la Esperanza program, which provides sliding scale and free quality mental health and behavioral healthcare to low income, under- and uninsured women in Johnson County, with an emphasis on Latina women and other women of color. Services are provided in English and Spanish. Access to mental and behavioral healthcare services are an acute need for low-income women in Johnson County.

\$4,500
Recommendation

2022 Results Projected: Increased access to mental health and behavioral healthcare for low-income and under- and uninsured women; reduction of depression and anxiety among clients; increase in work attendance and productivity among clients; and decrease in work absences among clients.

HopeBuilders Funding is recommended to support home safety, accessibility, and mobility through free home repair, modification, and accessibility projects which support older adults and individuals with disabilities in Johnson County. A recommendation of the 2021 Johnson County Community Housing Study, home modification and repair is an important component of maintaining existing Johnson County housing stock.

\$4,999
Recommendation

2022 Results Projected: Support families in maintaining a safe home environment, reduction in falls reported by clients, increased client mobility and self-sufficiency.

Pathway to Hope Funding is recommended to support the Reclamation Clubhouse, the local chapter of a national program, which provides a day program and free education and employment training as well as work tools, clothing, and transportation for adults with a diagnosis of serious mental illness to support stable employment and self-sufficiency.

\$4,999

Recommendation

2022 Results Projected: Clients will obtain employment skills resulting in employment; clients will report job satisfaction and will maintain employment.

HSF Regular Grants Recommendations

CASA of Johnson and Wyandotte Counties

\$50,000

Recommendation

A \$2,000 increase in funding, for a total of \$50,000, is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation, including safety, mental health, education needs, etc. The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child’s statements, behavior, and interaction with parents. Court reports support the judge’s critical decisions about where the child should live and what services should be court-ordered.

2022 Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school. CASA anticipates serving 494 Johnson County children during 2022.

Outcomes achieved during 2020: 351 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 98% of children served by CASA had a stable adult presence through their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 90% graduated.

CASA is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$50,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

Catholic Charities of Northeast Kansas

\$68,500
Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2022 Results Projected: During 2022, the agency anticipates serving 14,012 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. 75% of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed need and capability.

Outcomes achieved during 2020: 13,058 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 51,091, a 20% increase in visits over 2019. Direct financial assistance enabled 940 individuals to maintain safe housing for at least 30 days. 1,044 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. 91% of individuals who received financial assistance also attended financial literacy education with one-on-one budget coaching.

Catholic Charities of Northeast Kansas is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$68,500/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

El Centro, Inc.

\$25,000
Recommendation

A \$2,200 increase in funding, for a total of \$25,000, is recommended for El Centro's Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

2022 Results Projected: During 2022, El Centro expects to serve 2,700 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

Outcomes achieved during 2020: 3,248 unduplicated Johnson County residents were served. Due to CARES Act funds, El Centro was able to pass through additional funds to support low-income clients. Clients' basic needs were met: 265 households received utility assistance and were able to maintain utilities for minimum of 30 days; 269 households received rental assistance. 534 individuals completed financial empowerment classes. 51 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. 575 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 208 enrolled in KanCare with assistance; 964 were assisted in filing income taxes. El Centro also offered a drive through food pantry, serving over 2,000 individuals in Olathe and implemented educational videos related to health eating, budgeting, voting, the census, and COVID-19 with total view exceeding 36,600 between July-December 2020.

El Centro is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$25,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirm that it wishes to continue this program at the same level of funding in 2023.

FosterAdopt Connect

\$5,000

Recommendation

Funding is recommended for a new program at FosterAdopt Connect: the Behavioral Intervention Program (BIP). FosterAdopt Connect has received a federal grant to expand this program and HSF funds will provide a portion of the match for the federal grant. BIP uses the Nuerosequential Model of Therapeutics to provide intensive one-on-one in-home services with fostered and adopted children to address behavioral and emotional management to stabilize housing placement, preventing families from experiencing the trauma of disrupted housing placements, and reducing the need for residential in-patient services. BIP is recognized as an effective intervention and the cost of in-home intervention through BIP is significantly less than in-patient treatment and/or disrupting housing placement for children in the program.

2022 Results Projected: In 2022, FosterAdopt anticipates serving 30 Johnson County families through over 3,500 hours of intervention to reduce the likelihood of placement disruption for foster and adopted children, reduce risk factors for entry to residential care, enhance household capacity to meet children's needs, and reduce costs to regional care systems.

Outcomes achieved during 2020: In 2020, FosterAdopt Connect delivered Family Advocacy Services to 250 children and adults through its Lenexa office. 87% of families developed and maintained an action plan within 30 days of initial contact and 85% of families demonstrated increased access to resources and knowledge through having indirect advocacy needs met within 3 business days.

Growing Futures Early Education Center

A \$10,398 increase in funding, for a total of \$19,398, is recommended for Growing Futures' Scholarship Assistance for Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5: 30 p.m. 2021 research by The Family Conservancy and Mid-America Regional Council indicates that affordable childcare is an acute need in Johnson County and the surrounding region, with

\$19,398
Recommendation

1,084 childcare slots permanently lost in Johnson County alone in 2020 due to COVID shutdowns, in order to support return to full-time employment by primary caregivers. Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to support self-sufficiency including connection to health, nutrition, social services, mental health services, parental education and parenting events.

2022 Results Projected: All supported families have income at or below the federal poverty level and require full day childcare to obtain employment and/or complete educational goals; all supported families have been adversely impacted financially during the COVID pandemic. Through the extended WAC program, Growing Futures will provide over 4,500 hours of care for enrolled children, serving an estimated 66 Johnson County residents. With Growing Futures, children will maintain daily attendance, supporting caregivers in maintaining employment and/or education. Families will engage in family counseling and support with Growing Futures, resulting in families achieving at least one large family goal, based upon family determined strengths and needs. Despite the financial hardship of families, children will remain enrolled in the program to ensure they obtain a high quality HeadStart education, which children will demonstrate by achieving kindergarten-readiness as demonstrated by the Child Observation Record scores and Bracken School Readiness Assessment.

Outcomes achieved during 2020: 66 Johnson County residents were served through families receiving short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. No children left the program due to inability to pay fees. 87% of families took steps toward completion of a large family goal and 87% of children achieved kindergarten readiness.

Growing Futures is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$19,398/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Health
Partnership
Clinic (HPC)**

\$49,500
Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. Funding helps to support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low-income and the majority are uninsured or publicly-insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center; it utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health

care services and case management. Specialty care is provided through a network of providers.

2022 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, and patients continue to utilize HPC as their health home. During 2022, HPC anticipates serving 9,347 Johnson County residents through 25,125 patient office visits or encounters.

Outcomes achieved during 2020: 6,258 Johnson County residents were served through 15,485 patient office visits and/or clinical encounters. Approximately 94% of patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient. 49% of hypertensive patients maintained blood pressure below 140/90; 64.7% of diabetic patients achieved HgA1c (blood glucose) level of 9.0 or below.

Health Partnership Clinic is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$49,500/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**Hillcrest
Ministries of
MidAmerica**

\$10,000
Recommendation

Funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families Program. Transitional housing for homeless youth, up to age 24, families with children, and single adults will be provided in seven apartments located in Overland Park. Hillcrest uses either the U.S. Housing and Urban Development or McKinney-Vento definition of homeless and clients are at or below federal poverty guidelines. The program provides housing and food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.

2022 Results Projected: 30 homeless children, youth, and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal and adults will maintain or improve employment.

Outcomes achieved during 2020: 30 residents of Johnson County were served through transitional housing and completed individual service assessments. Each client completed at least one achievement goal identified in their individual service assessment. Of those, 3 youth worked toward achieving education goals and 12 adults improved and maintained employment.

Hillcrest Ministries of MidAmerica is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$10,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

Inclusion Connections A new applicant, funding is recommended for the EmployAbility/PawsAbilities employment program, which provides job training, transportation, job counseling, and wrap around services for low-income young adults with developmental disabilities (IDDs). The

\$5,000 Recommendation EmployAbility/PawsAbilities program is one of several services provided by Inclusion Connections. Inclusion Connections provides both day programs and evening programs for its clients including educational programs, life skills, and entertainment and physical activity-based programs. All programs are low-cost and sliding scale fee for low-income clients.

With supportive job training, ongoing transportation assistance, barrier reduction, and client choice to direct employment opportunities, the EmployAbility/ PawsAbilities program supports long-term employment, quality of life, and independence among young adults with IDDs and allows caregivers to maintain employment, supporting positive family outcomes. Employment among young adults with IDDs nationally is 15%.

2022 Projected Outcomes: 75% of EmployAbility program participants will obtain employment; 90% of employed clients will maintain employment; and clients will report an increase in quality of life.

Johnson County Interfaith Hospitality Network (JCIHN) JCIHN provides shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness. Area congregations provide shelter and meals on a rotating schedule while JCIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by over 3,000 volunteers through partnerships with 40 faith congregations.

\$9,000 Recommendation

2022 Results Projected: During 2022, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50% will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

Outcomes achieved during 2020: During 2020, 57 Johnson County residents were served. Of those completing the program, 65.5% reported increasing their income by 25% or more while in the program, and 52.5% moved into homes of their own within three months of entering the network. Johnson County residents received 1,656 cumulative days of shelter and strength-based case management.

JCIHN is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$9,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

Kansas Children’s Service League (KCSL)
 \$20,340
 Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are “at-risk” for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$540 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

2022 Results Projected: During 2022, 250 Johnson County individuals are expected to be served. Anticipated outcomes include: families will not have any substantiated child abuse or neglect while in the program; children will be covered by health insurance and current on immunizations; and, children will have had a developmental screen in the last six months (or are already receiving services for developmental delays).

Outcomes achieved during 2020: 259 Johnson County residents were served. 99% of the families served remained free from substantiated abuse and neglect while in the program and 85% of children were up to date on immunizations. 99% of children enrolled for at least six months had health insurance and 90% had a developmental screening.

KCSL is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$20,340/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

KidsTLC
 \$17,500
 Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who face behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC’s programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC’s clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts’ IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2022 Results Projected: KidsTLC estimates serving 325 Johnson County residents through this program. Program results include clients will experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

Outcomes achieved during 2020: Through crisis intervention, housing support, and health

navigation, the Thriving Families program served 185 Johnson County residents as well as 139 (not unduplicated) individuals through the Que Onda Familias educational platform. 45% of clients reported an increase in knowledge of their needs and resources available; 45% reported an increase in self-sufficiency as measured by the Arizona Self-Sufficiency Survey, and families were referred to KidsTLC services, including outpatient, respite care, intensive outpatient, Strengthening Families, Parents as Teachers, CARES parent education, and more.

KidsTLC is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$17,500/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

**NCircle DBA
Cultivate, Inc.,**

\$19,696
Recommendation

In 2021, NCircle, a subcontractor of Goodwill of MoKan, replaced Goodwill as the applicant for this Training and Employment Program. Funding is recommended for NCircle's Digital Literacy and College of Trades programs which provide skills training, certification instruction, financial education, job placement, and mentorship for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. In an expansion of this program, NCircle is working with partners and Johnson County Community College to provide college credit courses and community college support for clients. Through these programs, new life skills, employment training, and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period). Program participants demonstrate increased rate of employment, increased income, decreased recidivism, and decreased new charges.

2022 Results Projected: NCircle plans to serve 80 Johnson County residents through this program. Participants will increase their workplace skills and digital skills, increase the number of persons with in-demand workforce credentials in Johnson County, and demonstrate a reduction in recidivism and costs to the County.

Outcomes Achieved in 2020: Goodwill and NCircle served 88 individuals through 5,430 hours of instruction and case management. Clients of the program earned 71 certificates through the College of Trades program and none of program participants reoffended or committed a new crime since their successful completion of the program.

NCircle is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$19,696/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

Safehome

\$21,000
Recommendation

Safehome provides shelter and other assistance to survivors of domestic violence. For 2022, funding is recommended for case management to support Safehome clients living in its emergency shelter. Safehome clients are provided case management as well as therapy, legal services, hospital advocacy, and a hotline. This is a new program for HSF funding; previously, HSF supported an economic empowerment program focused on financial

literacy, workshops, and employment assistance. Employment assistance and financial literacy will continue to be supported through case management services for shelter clients.

2022 Results Projected: Safehome will provide emergency shelter to 77 Johnson County residents. 65% of residents will transition from Safehome after 90 days to permanent housing and remain housed for at least six months; residents will increase financial independence and stability through employment and budgeting; residents will increase their knowledge about domestic violence, create a safety plan, and improve mental health through therapy.

Outcomes achieved during 2020: 66 Johnson County residents participated in the economic empowerment program with 67% of clients in shelter for at least 4 weeks completing job interviews and 100% of clients in shelter for more than 12 weeks obtaining a job.

**Salvation Army
Family Lodge -
Olathe**

\$25,000

Recommendation

An increase in funding of \$2,000, for a total of \$25,000, is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (with a maximum stay of 180 days in some circumstances). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2022 Results Projected: In addition to providing safe shelter, outcomes will include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.), moving into transitional or permanent housing, and children beginning or continuing to receive daycare services as a work support for guardians. The Family Lodge anticipates serving 150 Johnson County residents.

Outcomes achieved during 2020: The Family Lodge provided 24,378 units of service which it defines as “one bed night and/or one meal provided” to 134 Johnson County residents. 96% of families exiting the program moved into transitional or permanent housing. 100% of eligible families applied for and received mainstream services (medical assistance, childcare subsidy, WIC, and SNAP). 91% of participants who successfully completed the program increased their skills or income.

Salvation Army is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$25,000/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

Sunflower House

\$46,898

Recommendation

An increase of \$4,398 is recommended, for a total of \$46,898, in funding to support the Personal Safety Education Program, a child abuse prevention education program. Sunflower House provides child-based education and mandated reporter training free of charge, and this increase helps offset loss of program fees; without grant support, these

programs are not sustainable. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

2022 Results Projected: Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 15,000 Johnson County residents during 2022.

Outcomes achieved during 2020: 14,465 Johnson County residents were served. In post-program surveys, 98% of children indicated they would report unwanted contact, including physical touches and electronic communications. 98% of adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information and 96% said they would monitor the electronic communications of children more closely.

Sunflower House is a returning grantee with an established program. Funding is recommended for both 2022 and 2023 at \$46,898/year, contingent on continued grantee performance and timely semi-annual reporting; jurisdiction funding commitment and review; and agency affirmation that it will continue this program at the same level of funding in 2023.

APPENDIX A

2022 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$151,500
De Soto	\$2,880
Edgerton	\$2,500
Gardner	\$6,600
Leawood	\$18,000
Lenexa	\$22,350
Merriam	\$10,000
Mission	\$10,000
Olathe	\$70,000
Overland Park	\$94,000
Prairie Village	\$10,000
Roeland Park	\$6,000
Shawnee	\$30,000
Spring Hill	\$2,000
Westwood	\$2,000
Total from County Government & Cities	\$437,830
UCS Administration	\$27,000
Total Available to Allocate	\$410,830

2022 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Robin Harrold, *Committee Chair*, AdventHealth
- Marshaun Butler, Children's Mercy Kansas City
- Tara S. Eberline, Foulston Siefkin, LLP
- Mickey McCloud, Johnson County Community College
- Vanessa Vaughn-West, Lathrop GPM LLP

UCS Council of Advisors

- Hon. Steve Tatum (ret'd), 10th Judicial District Court

Community Members

- Janet Barrow, WaterOne

Staff support: Christina Ashie Guidry, UCS Director of Resource Allocation

APPENDIX B

2022 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2022

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, education/training, work and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

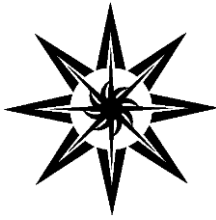
Priority is given to programs that:

- address emergency aid and shelter, adequate housing, child/adult abuse, child welfare, health, work support services such as transportation, childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.
- build the capacity of neighborhoods and local jurisdictions to support equity in the social determinants of health.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and, if requesting \$5,000 or greater in HSF funds, an independent certified audit of the previous year's financial records, or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.

- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
 - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
 - primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
 - clearly define and measure outcomes for participants.
 - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
 - offer county-wide services or fill a gap which results in county-wide benefit.
 - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 6, 2021
New Business Agenda

COU2021-86: Consider 2022 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2022 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$44,000 from the 2022 Community Programs Budget.

BACKGROUND

State Statutes require that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol or drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County formed a grant review process that provides a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions.

The Council makes recommendations to cities for the expenditure of their funds. The City has ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. The 2022 budget included an allocation of \$44,000 from the Special Alcohol Fund, an increase from \$40,000 in previous years. Information about the agencies requesting funds and the funding recommendation for the City of Prairie Village is attached.

FUNDING SOURCE

Funding is included in the 2022 budget for the Parks and Community Programs.


ATTACHMENTS:

- 2022 Alcohol Tax Fund Recommendations Cover Letter
 - 2022 Alcohol Tax Fund Recommendations Report
 - Appendix A - Funding Priorities
 - Appendix B - Review Committee Members
 - 2022 Alcohol Tax Fund Distribution Chart
 - 2022 Grantee List
-

Prepared By: Nickie Lee, Finance Director
Date: November 16, 2021



United Community Services of Johnson County

Date: November 5, 2021
To: Wes Jordan, City Administrator, Prairie Village
From: Julie K. Brewer, Executive Director 
Re: Allocation of 2022 Alcohol Tax Fund

Board Members

Roxann Kerr Lindsey, President
Kate Allen
Marshaun Butler
Joe Connor
Tara Eberline
Erik Erazo
Rev. Adam Hamilton
Robin Rollins Harrold
Thomas Herzog
Donna Lauffer
Patty Markley
Dr. L. Michael McCloud, PhD
Hon. Donald Roberts
Kevin Tubbesing
Vanessa Vaughn West
Dave White
Rebecca Yocham

Council of Advisors

Gary Anderson
Mary Birch
Dr. Andy Bowne
Pat Colloton
Dr. Stuart Day
Hon. Peggy Dunn
Hon. Ed Eilert
Jeff Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director

Julie K. Brewer

2022 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), a project of United Community Services, has prepared and approved the recommendations for allocation of 2022 Alcohol Tax Funds (ATF). The recommendations are in line with expectations under KSA 79-41a04. The enclosed report is submitted for the City of Prairie Village's consideration. The DAC is an advisor to the City of Prairie Village on the expenditure of these funds. **Together, Johnson County Government and ten cities committed \$2,000,797 for 2022 ATF; note this an ~9% reduction from 2020, due to reduced liquor by-the-drink tax collections during the pandemic.** An electronic version of the report will be emailed to you.

The city has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests the city confirm its acceptance of these recommendations and the city's funding distributions as stated on the distribution chart. *UCS, the DAC and ATF grant recipients understand that distribution of city funds may be altered should Kansas tax policy change, or revenues are not received by the City as expected.* **Enclosed is a verification statement which we request be signed and returned to UCS by December 30, 2021.** Christina Ashie Guidry, UCS Director of Resource Allocation, will be present at the December 6th city council meeting when the ATF Recommendations Report and the Human Service Fund Recommendations Report are considered. Piper Reimer, Prairie Village's representative to the DAC, will also attend if she is available.

Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, De Soto, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. The UCS/DAC administrative cost of approximately 5% is prorated among all jurisdictions.

Thank you for your continued support of this allocation process which matches public resources to services that address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents. In 2020, well over 49,000 residents benefited from ATF supported programs. Please contact me or Christina Ashie Guidry if you have additional questions (913-438-4764, christinag@ucsjoco.org, julieb@ucsjoco.org).

Enclosures: 2022 Alcohol Tax Fund Recommendations Report
2022 Alcohol Tax Fund Distribution Spreadsheet
2022 Alcohol Tax Fund Recommendations Verification

cc: Nickie Lee



United Community Services of Johnson County

DATE: November 5, 2021
 TO: Wes Jordan, City Administrator, Prairie Village
 CC: Nickie Lee
 FROM: Julie K. Brewer, Executive Director *JKB*
 RE: 2022 Alcohol Tax Fund Recommendations and Distributions

The Drug and Alcoholism Council (DAC), a program of United Community Services (UCS), and the UCS Board of Directors have approved recommendations for allocation of 2022 Alcohol Tax Funds (ATF). With the understanding that distribution of ATF dollars may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City’s acceptance of the 2022 ATF Recommendations Report, and agreement to distribute 2022 ATF dollars as stated on the Alcohol Tax Fund Distribution chart included with this memo.

Please sign this memo and return it by fax, postal mail or email to UCS by **December 30, 2021**.

Please contact Christina Ashie Guidry if you have any questions (christinag@ucsjoco.org).

Thank you.

2022 Alcohol Tax Fund Recommendations Verification

The City of Prairie Village accepts the 2022 ATF Recommendations Report as approved by the DAC and UCS. With the understanding that distribution of ATF dollars may be altered should Kansas tax policy change or revenues are not received by the City as expected, the City agrees to distribute funds as stated on the 2022 ATF distribution chart provided by UCS.

Name: _____





United Community Services of Johnson County

2022 ALCOHOL TAX FUND RECOMMENDATIONS REPORT DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

Participating jurisdictions: Johnson County, De Soto, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee

Board Members

- Roxann Kerr Lindsey, President
- Kate Allen
- Marshaun Butler
- Joe Connor
- Tara Eberline
- Erik Erazo
- Rev. Adam Hamilton
- Robin Rollins Harrold
- Thomas Herzog
- Donna Lauffer
- Patty Markley
- Dr. L. Michael McCloud, PhD
- Hon. Donald Roberts
- Kevin Tubbesing
- Vanessa Vaughn West
- Dave White
- Rebecca Yochem

Council of Advisors

- Gary Anderson
- Mary Birch
- Dr. Andy Bowne
- Pat Colloton
- Dr. Stuart Day
- Hon. Peggy Dunn
- Hon. Ed Eilert
- Jeff Ellis
- SuEllen Fried
- Ellen Hanson
- Terrie Huntington
- Audrey Langworthy
- Penny Postoak Ferguson
- Jill Quigley
- Tom Robinett
- Clint Robinson
- Carol Sader
- Brad Stratton
- Charlie Sunderland
- Hon. Stephen Tatum
- David Warm

Executive Director

- Julie K. Brewer

The purpose of the grant review process conducted by the Drug and Alcoholism Council of Johnson County (DAC) is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification, treatment, and recovery programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through treatment and recovery is vital to reducing drug and alcohol use and addiction; this continuum of services lowers healthcare costs; reduces crime and child abuse and neglect – lowering associated public costs; and increases productivity in employment.

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs “whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers” (KSA 79-41a04).

The DAC’s grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The recommendations are guided by funding priorities which are reviewed and approved by the DAC annually. Every three to five years the priorities are developed through a formal planning and research process that includes input from key stakeholders, a review of current literature, and analysis of indicator data in Johnson County. In 2018, UCS conducted this formal planning process and the DAC established funding priorities for the 2019-2022 grant cycles. The Funding Priorities Report is available on UCS’ website. It includes a description of the methodology and a summary of the information reviewed. Planning for the 2023-2028 Funding Priorities is underway.

The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. Jurisdictions are asked to accept the recommendations by no later than December 30, 2021. Together, Johnson County Government and ten cities committed **\$2,000,797** for 2022 ATF (see page 19); this is a continued reduction from contributions in 2020 and 2021 and is due to reduced tax collections during the pandemic. UCS voluntarily reduced its administrative fee in 2021 in recognition of reduced alcohol by-the-drink tax collections.

For the 2022 ATF grant cycle, twenty-three applications plus UCS administration fee total **\$2,203,714** in funding requests. As a result of reduced tax collections, increased reported need from applicants, and strong applications, this is a highly competitive grant year. After reviewing applications, interviewing agencies, and deliberating, the DAC developed the following funding recommendations, which are organized in two sections: Education, Prevention, and Intervention; and Intervention, Treatment and Recovery.

For additional information, contact Christina Ashie Guidry, UCS Director of Resource Allocation, christinag@ucsjoco.org, 913.438.4764.

2022 Alcohol Tax Fund Requests and Recommendations				
Applicant	2020 Allocation	2021 Allocation	2022 Request	2022 Recommendation
EDUCATION, PREVENTION and INTERVENTION				
Blue Valley USD 229	\$32,146	\$17,951	\$11,186*	\$11,186*
De Soto USD 232	\$16,079	\$15,158	\$20,979*	\$20,979*
Olathe USD 233	\$9,440	\$0	\$0*	\$0*
Shawnee Mission USD 512	\$0	\$0*	no request	no request
Spring Hill USD 230	\$16,060	\$14,141	\$13,560	\$13,560
Artists Helping the Homeless	\$35,000	\$28,281	\$50,000	\$50,000
Boys & Girls Club	\$15,000	\$14,141	\$15,000	\$15,000
JoCo Corrections: Changing Lives	\$7,250	\$0*	\$1,000*	\$1,000*
Cornerstones of Care	\$75,000	\$70,703	\$80,000	\$70,703
First Call	\$68,000	\$64,105	\$75,000	\$68,000
Johnson County Mental Health (JCMH) Prevention Services	\$170,000	\$168,274	\$198,730	\$168,274
SAFEHOME	\$24,424	\$23,071	no request	no request
The Family Conservancy	\$40,000	\$37,709	\$40,000	\$40,000
Subtotal	\$508,399	\$453,534	\$505,455	\$458,702
INTERVENTION, TREATMENT and RECOVERY				
Friends of Recovery	\$60,000	\$56,563	\$100,000	\$60,000
Heartland RADAC	\$159,734	\$150,583	\$159,734	\$159,734
JoCo District Attorney (Drug Court)	\$160,000	\$150,834	\$88,410	\$88,410
JoCo Corrections: Vouchers Program	\$15,725	\$3,350*	\$6,500*	\$6,500*
JCMH Adolescent Center Treatment	\$321,373	\$238,648	\$253,510	\$242,170
JCMH Adult Detoxification Unit	\$289,922	\$273,314	\$289,922	\$276,835
JCMH Dual Diagnosis Outpatient	\$165,000	\$219,523	\$232,776	\$223,044
KidsTLC	\$46,571	\$44,981	\$54,407	\$54,407
KVC Behavioral HealthCare	\$35,000	\$32,995	\$75,000	\$32,995
Lorraine's House	\$25,000	\$18,854	\$25,000	\$0
Mirror Inc.	\$176,000	\$165,918	\$191,000	\$176,000
Preferred Family Healthcare	\$120,000	\$113,126	\$120,000	\$120,000
Subtotal	\$1,574,325	\$1,468,689	\$1,596,259	\$1,440,095
Total Allocations	\$2,082,724	\$1,922,223	\$2,101,714	\$1,898,797
UCS Administration^	\$104,500	\$102,000	\$102,000	\$102,000
Total Funding	\$2,187,224	\$2,024,223	\$2,203,714	\$ 2,000,797

*agency has 2021 ATF funds to carryover to 2022

^UCS voluntarily reduced its administrative fee in 2021 and 2022 in recognition of reduced alcohol by-the-drink tax collections

2022 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

Alcohol Tax Funds (ATF) support programs offered by public school districts and programs delivered by community-based organizations, the 10th Judicial District Court, and departments of Johnson County government. School-based programs are focused on preventing and reducing substance abuse and addressing risk factors associated with substance abuse, such as disruptive behavior, suicide, and truancy. Community-based programs help lower rates of substance abuse, which result in lower mental and physical healthcare costs and reduced costs for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and consider program type, outcome data, and accountability. Previously each district requested and received ATF support for AlcoholEdu. As a result of the Mental Health Center's recent agreement with EverFi, the company which owns AlcoholEdu, the cost of AlcoholEdu is reduced and it is now available to schools county-wide (public and private) and all districts have access to EverFi's online Mental Health Basics. In 2022, each school district will continue to report outcomes for AlcoholEdu, including knowledge gained and number of students served.

School District Programs

Each school district offers a unique mix of programs to its students and parents, and each district has a mix of funding to support these programs. Consequently, ATF recommended programs and fund allocation differ for each district. *In 2022, most district funding requests are reduced as compared to prior years due to carryover related to the global pandemic.*

Blue Valley School District

Request: \$11,186*

Recommendation: \$11,186*

The DAC recommends Blue Valley School District be awarded \$11,186, which combined with \$11,820 in carryover, will result in an ATF budget of **\$23,006.*** ATF supports drug & alcohol coordinators who utilize Kansas *Communities That Care* (KCTC or CTC) survey results and school-based data to coordinate age-appropriate activities for all students. ATF funding allows for dedicated people in each building to educate and support drug and alcohol programming, review specific KCTC data, and carry out district plans and ATF goals. These coordinators, comprised of counselors, social workers, and psychologists, ensure fidelity and teacher training on district initiatives such as AlcoholEdu, Project Alert, Reconnecting Youth, CAST, *Signs of Suicide*, and sobriety support groups.

Results Projected: The overall goal is to help students make healthy choices both now and in the future by increasing protective factors while reducing risk factors. ATF funded activities will increase knowledge of substance abuse and available resources for education, prevention, and treatment of substance abuse; and increase students' resistance to social pressures related to substance/alcohol use. Coordinators will use data to plan programming that will reduce favorable attitudes towards substance use/abuse (measured by a continued reduction in use on the KCTC survey next year); add a healthy activities campaign to each middle and high school; and plan community events. There will be an increase in the number of students and families that use substance use evaluation and treatment vouchers following a drug and/or alcohol infraction. During the 2022-23 school year, the district anticipates serving approximately 12,377 individuals through ATF supported programs.

Outcomes Achieved During 2020: In School Year 2020 (SY 2020) 12,626 Johnson County residents were served through the Blue Valley School District. The district reports growth in protective factors – supporting resistance to peer pressure and reduction in substance use - and reduction in vaping (13.7% to 3%) and marijuana use (6.9% to 2.2%) from 2017-20 based on the CTC. The district is working to establish the baseline connection between substance abuse and suicidal ideation through post-surveys of the *Signs of Suicide* program (the district has provided more than 500 suicide interventions in the 2020 and 2021 school years).

De Soto School District

Request: \$20,979*

Recommendation: \$20,979*

The DAC recommends the De Soto School District be awarded \$20,979, which combined with \$300 in carryover, will result in an ATF budget of **\$21,279.*** The ATF funds will support substance abuse prevention instruction, specifically through *Too Good for Drugs*, health classes, AlcoholEdu, and *Vaping: Know the Truth*. In addition, the PRIDE Prevention Club (SADD) will provide activities to engage students in learning strategies to make healthy choices and to avoid drug and alcohol abuse. ATF dollars also support a portion of the salary of social workers who are able to work with students, assess students for risk and provide referrals to outside agencies for additional support. Finally, ATF dollars support alcohol and drug screening for eligible students referred by building administrators.

Results Projected: The goal of this school program is education and prevention of substance use, reduction in drug and alcohol related offenses, and reduced cost of intervention. Students who participate in *Too Good for Drugs* will demonstrate increased knowledge about their ability to make good choices. Students participate in AlcoholEdu will demonstrate relevant knowledge gained. Students who use social work services will demonstrate an improved ability to resist using substances to cope and instead use other coping strategies/skills, thus deterring use of substances. The percentage of students who are categorized as "at-risk" will be equal to or less than those within Johnson County, as a whole. During the 2022-23 school year, the district anticipates serving approximately 11,177 adults and 7,451 students through ATF supported programs.

Outcomes Achieved During 2020: De Soto uses CTC results to identify higher risk areas to address (favorable attitudes toward drugs, peer influence, etc.); the *Too Good for Drugs* curriculum and AlcoholEdu utilize pre and post-assessments with demonstrated knowledge gained among students; approximately 30% of social worker caseloads are related to substance abuse, with 66 students reporting understanding the need to develop coping mechanisms to avoid substance abuse; and CTC results show a trend in reduction of tobacco use from 2018-2021.

Olathe School District

Request: \$0*

Recommendation: \$0*

The Olathe School District is not requesting new funds for ATF programming in 2022; the DAC recommends the district utilize its **\$11,700*** in carryover in 2022. In 2022, the district is particularly focusing on reducing the perception of social benefits associated with substance use. To address that issue, the district will access resources and programming from support agencies, such as First Call, who also receives ATF dollars, to administer student drug assessments and host sobriety groups. Olathe School District also uses several programs to support education, prevention, and intervention, including AlcoholEdu, Project Alert, Second Step, *Guiding Good Choices*, and Botvin Life Skills to

increase protective factors, including student social competency and problem-solving skills to prevent and reduce substance use.

Results Projected: This program provides evidenced-based substance abuse prevention programs to increase student social competency and problem-solving skills. Students will complete pre and post-assessments for programs and demonstrate an increase in knowledge gained and in protective factors. For students for whom substance use is already at issue, the goal of this program is intervention to increase student and family knowledge and utilization of available resources, and to reduce adolescent substance abuse that leads to addiction. During the 2022-23 school year the district anticipates serving 2,389 students through ATF supported programs.

Outcomes Achieved During 2020: In SY 2020, 1,556 Johnson County residents were served. 1,486 students participated in AlcoholEdu and reflected a knowledge increases across all metrics: “Know Your Influence,” “Brain and Body”, and “Smart Decisions”. After completion, 83% of students indicated that AlcoholEdu prepared them to stop a friend from driving drunk. In the Kansas *Communities that Care* survey, Olathe students continue to show a downward trend in alcohol usage in the past 30 days (from 18.53% in 2017 to 12.62% in 2019). Olathe’s 2021 goal is to break the 12% barrier through continued implementation of AlcoholEdu. During SY 2020, 16 alcohol/drug assessments were provided to students; this number is substantially down from SY 2019 due to the virtual learning setting implemented in spring of 2020.

Spring Hill School District

Request: \$13,560

Recommendation: \$13,560

The DAC recommends the Spring Hill School District be awarded **\$13,560** to support *Peer Assistance and Leadership* (PAL), Character Counts, school counselors, and social workers at elementary schools; Project Alert, Students Against Destructive Decisions (SADD), health courses, school counselors, and social workers in middle schools; and AlcoholEdu, SADD, PAL, health courses, school counselors, and social workers in high schools.

Results Projected: The goal of the program is prevention of substance use in students at all levels of education. As a result, students will show knowledge gained in three key areas, including: Know Your Influences, Brain & Body, and Smart Decisions. All PAL student leaders will be trained by a licensed PAL trainer and Johnson County Mental Health Center and will be equipped to support their peers in making positive decisions, increasing protective factors, and reducing risk factors throughout the district. The Kansas *Communities that Care* survey will also be utilized to demonstrate the effectiveness of the district’s education, prevention, and intervention program. The social worker will continue to provide detailed reports based on the support given to students. Along with this support, the social worker will provide data regarding the number of students that were referred to other organizations for additional substance use assessment, intervention, and/or treatment. During the 2022-23 school year the district anticipates serving 2,750 students through ATF supported programs.

Outcomes Achieved During 2020: In SY 2020, 205 students engaged in AlcoholEdu; pre and post-assessments indicated knowledge gains across all metrics. PALs students received training about how to handle tough situations, including peer pressure to use drugs and alcohol, and when it is appropriate to involve adults in dealing with an issue. Despite only being in in-person classes in

January and February of 2020, PALs students worked with over 800 students, including 110 who reported being impacted by substance abuse. The Mental Health Social Worker provided evaluation, referral, and counseling. During SY 2020, the social worker met with 56 students in middle and high school; 38% of middle school students and 65% of high school students reported being impacted by substance abuse (themselves, family members or both). When appropriate, students were referred to outside therapy to further reduce their risk of future substance abuse or to counseling or treatment for substance abuse.

Note: Gardner Edgerton School District has not applied for ATF funding since 2015 but has access to AlcoholEdu through Johnson County Mental Health Prevention Services. Shawnee Mission School District did not request funding for 2022 but will continue utilizing AlcoholEdu.

Community-Based Programs

Artists Helping the Homeless

Request: \$50,000

Recommendation: \$50,000

The DAC recommends Artists Helping the Homeless (AHH) be awarded **\$50,000** for the 2022 ATF grant cycle; this represents an increase from 2021. The increase will be utilized to support the opening of AHH's first residential sober living facility in Johnson County and for continued implementation of *Be The Change*, the organization's primary program which helps individuals experiencing homelessness to access services and address underlying conditions. ATF dollars support services for those who are dealing with substance abuse issues and identify as Johnson County residents or are experiencing homelessness in the county and are referred by Johnson County sources. AHH staff assess individual needs and advocate, transport, and provide follow-up as clients progress from agency to agency. ATF funds support services, direct assistance, and housing to facilitate recovery and reintegration as part of the continuum of treatment. Sober living, in addition to the new facility in Johnson County, is available through Bodhi House and Finnegan Place. Referrals to AHH come from hospitals, homelessness and recovery agencies, law enforcement, Johnson County Mental Health Center, and state mental health and aging services. The program uses "Housing First," Recovery Oriented Systems of Care (ROSC), and Strengths-Based Approach.

Results Projected: The goal of the program is for participants to maintain sobriety, reintegrate and lead fulfilled lives as contributing members of society, and to reduce the need and cost of substance use treatment and homelessness. AHH will assess, place and/or assist 210 unduplicated Johnson County residents and referrals from Johnson County sources who are or at risk of becoming alcoholics or drug abusers. The program will also provide Residential Recovery Services to 40 unduplicated Johnson County residents and referrals from Johnson County sources who are or are at risk of becoming alcoholics or drug abusers. 85% of graduating residents will go to independent living, treatment, transitional facilities or another facility consistent with their recovery plan; at least 80% of residents will maintain sobriety throughout the program; and at least 90% of residents will gain and maintain employment or attain educational goals during the program.

Outcomes Achieved During 2020: AHH's provided housing and other intervention and recovery services to 159 individuals who were dealing with alcohol and substance use, and who were homeless and identified as Johnson County residents or were homeless in Johnson County. AHH clients had an 85.4% retention/successful discharge rate into secure housing for clients who participated in the reintegration program. Fewer individuals were served in 2020 than AHH had anticipated, however

units of service per individual increased, including providing additional overnight shelter for more of these clients. AHH attributes this to challenges related to COVID-19. Referral sources such as detox/treatment facilities, jails, courts, and other agencies temporarily closed due to COVID-19, and upon reopening, restricted capacity; as a result, AHH moved to fill the gap - expanding its housing offerings to ensure that this population was able to secure shelter. As a result of AHH's residential and other support, Johnson County local governments experienced savings as none of AHH Johnson County clients required interaction with law enforcement or emergency hospital visits.

Boys and Girls Club

Request: \$15,000

Recommendation: \$15,000

The DAC recommends the Boys and Girls Club be awarded **\$15,000** for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe; this is a return to 2020 funding level, following a standard 6% decrease across applicants in 2021 due to reduced tax collections. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. *SMART Moves* has shown great impact in increasing awareness of the dangers of drug and alcohol use, increasing knowledge of how to resist peer pressure and media influences, and increasing self-esteem among participants. The Olathe School District provides transportation to the Club from Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

Results Projected: The objective of *SMART Moves* is to prevent or delay the onset of alcohol and drug use as well as involvement in other risky behaviors by young people. This is accomplished by providing participants with the protective factors necessary to resist the influences toward negative behaviors and the confidence and knowledge to make informed positive decisions. Participants will demonstrate an increased knowledge of the dangers of alcohol and drug use, tools to resist peer pressure and media influence, and how to resolve conflict non-violently. Participants will self-report abstinence from drug and alcohol use. The organization anticipates serving 370 Olathe youth during 2022.

Outcomes Achieved During 2020: During 2020, 310 Johnson County youth were served. As indicated by pre and post-tests, 94.5% of program participants demonstrated an increase in knowledge of the dangers of alcohol and drug use. 93% of participants also increased their knowledge of the use of tools and strategies to resist peer pressure and media influence and 93.8% demonstrated an increase in knowledge about how to resolve conflict non-violently.

Johnson County Department of Corrections: Changing Lives Through Literature

Request: \$1,000*

Recommendation: \$1,000*

The DAC recommends the Department of Corrections receive **\$1,000** to support the *Changing Lives Through Literature* program (CLTL), combined with \$2,000 in carryover from 2021, this program will have a total ATF budget of **\$3,000***. CLTL is an alternative intervention program for moderate risk criminal defendants. Participants are under court-ordered supervision or contracts of diversion, and typically have histories of drug and/or alcohol use. For those on diversion, a criminal conviction can be averted with completion of CLTL and meeting other diversion conditions. The program uses literature, the majority of which addresses themes of substance abuse, to impact the lives of clients through reading, group discussion, and personal insight into thought patterns and behaviors. The program is free of charge and offered outside of traditional work hours. CLTL participants, judges,

and probation officers read literature and participate in facilitated discussion which promote self-reflection and behavioral change.

Results Projected: The goal of the program is to provide participants with a support structure and a pro-social activity with respected individuals in order to promote behavior change, deter offenders from deeper engagement into criminal justice system, and promote a reduction in supervision violations and offender recidivism as well as substance use. Participation supports the prevention of substance abuse as discontinued use of alcohol and drugs often creates idle time and boredom. Corrections anticipates serving 45 Johnson County participants during 2022.

Outcomes Achieved During 2020: During 2020, 7 individuals participated in the program. Typically, this program is held at local libraries and the Therapeutic Community within the Adult Residential Center; however, with the closure of libraries and health risks of program leaders, this program only graduated one class of participants through a combination of in-person and email engagement. 100% of participants had no new known arrests. 85% of participants completed the program and 77% tested negative for alcohol and drug use in 2020.

Cornerstones of Care

Request: \$80,000

Recommendation: \$70,703

The DAC recommends Cornerstones of Care be awarded **\$70,703** for the implementation of Functional Family Therapy (FFT). The FFT program is a short-term (12-14 sessions), evidence-based, in-home, intensive family-based treatment program for youth ages 11-17, who are at risk for substance use, including those with co-occurring mental health issues and those involved in child welfare or juvenile justice systems. Through FFT, families enhance protective factors and interrupt patterns that contribute to substance use. FFT is provided at no-cost to families; families are referred by Johnson County Juvenile Intake and Assessment Center, Court Services, Corrections, and schools.

Results Projected: The goal of this program is to divert youth from residential programs and justice-involvement. Following the completion of *Functional Family Therapy*, youth will demonstrate a decrease in delinquent behavior, including no violations of the law or new charges related to substance use and families will demonstrate improved family relationships. During 2022 Cornerstones anticipates serving 95 Johnson County residents whose problems are related to substance abuse.

Outcomes Achieved During 2020: During 2020, 98 Johnson County residents were served. All youth and parents completing a closing assessment reported improved family relationships as evidenced by reduced levels of conflict and improved communication. In addition, approximately 66% of youth who completed Functional Family Therapy during 2020 had no subsequent charges related to drugs and/or alcohol.

First Call Alcohol/Drug Prevention & Recovery

Request: \$75,000

Recommendation: \$68,000

The DAC recommends First Call be awarded **\$68,000** to provide effective, no-cost prevention programming to children and youth at nine Johnson County school sites, for recovery support (at First Call and virtually), and to support First Call's 24/7 crisis call line; this is a return to 2020 funding level, following a standard 6% decrease across applicants in 2021 due to reduced tax collections. This

programming includes the *How to Cope* program for families with a member who has substance abuse disorder; *Caring for Kids* program (psycho-educational program on effects of substance abuse disorder and establishing protective factors) at local schools; sobriety and life skills groups at local high schools, and virtually; Prevention Education Presentations for school-aged youth and the general community; and recovery support, clinical care, and a 24/7 hotline for the community. Within the Shawnee Mission, Olathe, and Blue Valley School Districts, First Call's programming reduces students' risk factors and increases their protective factors.

Results Projected: The overall goal is that participants lead safe, healthy lives and avoid substance use, misuse, and addiction. Participants in *How to Cope* and *Caring for Kids* will increase knowledge of the harmful effects of alcohol, tobacco, and other drugs. Participants in *Life Skills Training* demonstrate positive change in knowledge and attitudes related to alcohol, tobacco, drugs and protective life skills. Participants in sobriety groups will sustain or increase motivation to change. Participants in Prevention Education will increase knowledge of the harmful effects of alcohol, tobacco and other drugs. Participants in recovery support will sustain or increase motivation to change and will show a decrease in severity of substance use disorder and its impact on other domains. First call anticipates serving 649 Johnson County residents in 2022.

Outcomes Achieved During 2020: During 2020, 361 Johnson County residents were served by the program. Throughout 2020, 98% of *How to Cope* participants reported an increase in knowledge regarding the harmful effects of alcohol, tobacco, and other drugs; 94% of *Caring for Kids* participants reported an increase in knowledge regarding the harmful effects of alcohol, tobacco, and other drugs. There were 7 sites for *LifeSkills Training* in Johnson County in 2020. Of those seven groups, three of them completed the program, others did not due to Covid-19. Students completing the program demonstrated an average increase of 18% in knowledge gained about the harmful effects of substance use and positive attitudes related to protective life skills.

Johnson County Mental Health Center, Prevention Services

Request: \$198,730

Recommendation: \$168,274

The DAC recommends Prevention Services be awarded \$168,274 in ATF funds to support the cost of AlcoholEdu (\$50,000) for all school districts and schools, public and private, in Johnson County as well as staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education and training, and community engagement; and, other expenses associated with the Youth Leadership Summit and the *End the Trend* Campaign (use of social media for public service announcements about vaping). During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. Prevention Services consults with school districts, facilitates the Prevention Roundtable, and provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for high-risk families.

Results Projected: The goal is to reduce substance use among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance use and by promoting the factors that minimize the risk of substance use. Youth Leadership Summit (YLS) participants and Teen Task Force (TTF) members will indicate an increased level of knowledge and confidence in their abilities and will indicate an increased level of knowledge and confidence in their action planning abilities as measured by self-report evaluation. Strengthening Families Program (SFP) parent

participants will indicate an increased level of knowledge and confidence. Students using AlcoholEdu will see an average increase in knowledge across the five learning modules. Prevention Services will host at least 6 roundtable discussions sharing best practices in prevention, and participants will indicate an increased level of knowledge. Prevention Services will provide technical assistance to school districts to increase the participation rate of students taking the KCTC Student Survey. The *End the Trend Campaign* will receive wide reception on social media. During 2022, Prevention Services anticipates serving 5,500 Johnson County residents.

Outcomes Achieved During 2020: During 2020, 8,447 Johnson County residents were served by the program. Students participating in AlcoholEdu across all Johnson County schools demonstrated an average increase of 14.6% across all learning modules. Participants in the virtual *Youth Leadership Summit* utilized mini-grants to implement substance use prevention projects: Blue Valley, Chisholm Trail, Harmony, Olathe Northwest, and Westridge Middle designed postcards focused on self-care and substance abuse prevention and sent them to all students; Olathe Teen Council organized a community-wide virtual 5k to raise awareness of substance abuse and its connection to mental health; Olathe East's "Be the Voice" student organization designed and is painting a mural. The *End the Trend* campaign received 369,805 impressions across social media platforms (Facebook, Instagram, and Snapchat); more than triple the influence of 2019.

The Family Conservancy

Request: \$40,000

Recommendation: \$40,000

The DAC recommends the Family Conservancy be awarded \$40,000; this is a return to 2020 funding level, following a standard 6% decrease across applicants in 2021 due to reduced tax collections. ATF supports two programs: Substance Use Screening and Education and implementation of *Conscious Discipline* programming in four Johnson County childcare centers that serve families living at or below the federal poverty level. Those who screen positive for substance misuse receive substance use education as needed and are referred to community resources, when appropriate. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to reduce future risk of substance abuse.

Results Projected: Clients in counseling programs will successfully complete their treatment plan and report increased knowledge of harmful effects of misuse of substances. Clients who report they have a family member with substance misuse problems will report improved knowledge or experience attitude changes to support family health. Parents and teachers completing the *Conscious Discipline* program will maintain or show an increase in four of the seven "Powers/ Beliefs" which *Conscious Discipline* utilizes to help teach self-regulation (override impulsive and reactive tendencies), and which results in positive child guidance and responsiveness to needs of child. Further, parents and teachers will use multiple applications of the strategies they learn. During 2022, TFC anticipates serving 417 Johnson County residents.

Outcomes Achieved During 2020: In 2020, Family Conservancy served 221 adults and 257 children in Johnson County. Of clients who reported they had a family member with substance misuse problems, 99% increased knowledge or experienced an attitude change that supported the family's health. Of clients who had a substance misuse concern, 95% increased their knowledge of the harmful effects of alcohol, tobacco, and other drugs, and 90% of closed cases successfully completed their full counseling treatment plan. 82% of individuals participating in *Conscious Discipline* programming showed improvement in at least four of the seven Powers/Beliefs (perception,

attention, unity, free will, acceptance, love, and intention), and 95% indicated that they successfully applied strategies learned through *Conscious Discipline*.

Treatment and Recovery

Alcohol Tax Funds are recommended to support eleven treatment and recovery programs delivered by community-based organizations and Johnson County Mental Health Center. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and consider type of programming, outcome data, and accountability (see Appendix A for more information).

Friends of Recovery Association

Request: \$100,000

Recommendation: \$60,000

The DAC recommends that Friends of Recovery (FORA) be awarded **\$60,000**; this is a return to 2020 funding level, following a standard 6% decrease across applicants in 2021 due to reduced tax collections. FORA provides support to participants at the Oxford Houses of Johnson County to live productive, meaningful lives in recovery from substance abuse. Oxford Houses are self-sustaining, democratically run, transitional homes. Participants include adults who are experiencing homelessness or in danger of homelessness, individuals with mental health challenges, and adults recently released from incarceration. FORA's program includes case management, which is intended to reduce effects of trauma, including PTSD, among substance using individuals. FORA utilizes a peer mentorship model (alumni or current residents) to help newly-recovering residents. In 2021, FORA provided extensive support for residents seeking rental assistance through the Kansas Emergency Rental Assistance program, providing more units of service in the first half of 2021 than in all of 2020 and hiring 3 new outreach coordinators. FORA seeks to expand current case management, relapse prevention and support, and begin offering a full range of recovery services for clients in one location at a Recovery Café.

Results Projected: The goal of the program is to increase awareness, positive activities, self-efficacy, and skill building with a Recovery Center model to allow those in recovery to remain alcohol and drug free. Participants will see improved recovery outcomes in the form of reduced relapse rate (6% in 2021 as compared to Oxford House national average of 21.9% and general population relapse rate of 40-60% as documented by the 2018 study by the National Institute on Drug Abuse), 90% will obtain and maintain employment, and clients will have successful reintegration through case management and additional training. FORA will open 2 new houses in Johnson County in 2022. During 2022, FORA anticipates serving approximately 978 Johnson County participants.

Outcomes Achieved During 2020: There are 40 Oxford Houses in Johnson County, with two new houses opened in 2020. 248 Oxford House members graduated in good standing in 2020. 62.6% successfully transitioned out of Oxford House in 2020 into permanent housing, having maintained sobriety, obtained employment and received case management services. 95% of residents obtained and maintained employment. The number of Kansas Oxford Houses with Narcan training and doses is increasing; 80% of the Johnson County Oxford houses have at least one dose of Narcan. FORA served 882 residents in 2020.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)

Request: \$159,734

Recommendation: \$159,734

The DAC recommends that Heartland RADAC be awarded **\$159,734**; this is a return to 2020 funding level, following a standard 6% decrease across applicants in 2021 due to reduced tax collections. ATF will support personnel for intensive case management (ICM) for Johnson County individuals with co-occurring substance abuse and mental health issues, who are experiencing homelessness or housing insecurity, and who need treatment or treatment-related services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery and eliminate barriers to success. When clinically appropriate, HRADAC assists clients in accessing care such as Medication Assisted Treatment. Recovery coaching, provided with case management and care coordination services, complements the clinical work of the ICM and helps clients engage in the recovery community.

Results Projected: The goal of HRADAC's program is to intervene with individuals who have substance use disorder (SUD) and other co-occurring issues, stabilize them in their home community, and engage in recovery activities. When clients begin ICM typically they are experiencing homelessness and un-treated mental health and substance abuse issues. Therefore, results focus on accessing services and maintaining conditions in three areas of improvement – housing, substance use, and mental health services. Housing includes accessing safe transitional or permanent housing. Substance use includes engaging in treatment, recovery groups, and Recovery Oriented Systems of Care with a Recovery Coach. Mental health services focus is on accessing services. During 2022, Heartland RADAC anticipates serving 100 Johnson County clients.

Outcomes Achieved During 2020: RADAC served 127 Johnson County residents in 2020. During 2020, 85% of ICM clients obtained transitional or permanent housing while receiving services with: 15% obtaining transitional, and 70% obtaining permanent housing. 93% of ICM clients actively worked on recovery issues. 66% accessed substance abuse treatment, 73% attended 12 step and other recovery groups, and 68% engaged in Recovery-Oriented Systems of Care activities with a Recovery Coach. Additionally, 15 individuals utilized Medication Assisted Treatment (MAT). HRADAC clients also increased engagement with recommended mental health services with an additional 30% engaged in mental health services, for a total of 80% of clients accessing mental health services since they began ICM.

Johnson County District Attorney's Office: Juvenile Drug Court Diversion and Minor-In-Possession Programs

Request: \$88,410

Recommendation: \$88,410

The DAC recommends Johnson County District Attorney's Office be awarded **\$88,410** to support Juvenile Drug Court Diversion, the Minor-In-Possession (MIP) program, and other clients who have drug/alcohol contract cases. The DAC commends Johnson County District Attorney's Office for obtaining diversified funding, resulting in a reduced request from ATF in 2022 and beyond. Participation in Juvenile Drug Court is offered to first-time offenders who present with substantial drug and/or alcohol issues. The eight-month program offers a higher level of supervision and closely monitors compliance with treatment. The MIP program is a non-court resolution of a police report indicating a juvenile has been in possession of alcohol. Drug/Alcohol contract cases are Intermediate

Intervention for juveniles who have a drug/alcohol problem that require education, intervention, and/or completing random drug screens in addition to standard contacts. Supervision of diversion cases interrupts alcohol and/or drug use that has become problematic personally and legally for participants. The programs support clients in completing treatment and changing behavior.

Results Projected: The overarching programmatic goal is to help youth who are prone to relapse to develop tools to overcome substance abuse dependence. Youth will remain drug free and crime free. Youth will increase involvement in pro-social activities and improve their school grades. Parents will rate their child's compliance as increasing. During 2022, the DA's Office anticipates serving 603 Johnson County youth.

Outcomes Achieved During 2020: The program served 641 Johnson County residents in 2020. Participants experienced increase in motivation to remain drug free as measured by improvement in school grades, involvement in pro-social activities, drug screens and parental feedback. The average semester GPA of a Drug Court client at the start of Drug Court was 2.8, and at the completion of Drug Court, the average semester GPA was 3.2. Surveys completed by parents indicated youths' increase in motivation in treatment and following court orders as well as improved family relationships from an average of 3.6 on a 5-point scale at commencement of the program to a 4.6 upon program completion. 83% of youths' drug screens were negative for all substances throughout supervision.

Johnson County Department of Corrections: Voucher Assistance

Request: \$6,500

Recommendation: \$6,500*

The DAC recommends the Department of Corrections be awarded **\$6,500**, which in addition to the \$4,250 in ATF funds carried over from 2021, provides a total of **\$10,750*** for the Voucher Assistance program. This program supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC) and adults who are under Intensive Supervised Probation, House Arrest, or Bond Supervision. Evaluation and treatment services will be provided by providers who maintain licensure pursuant to the Kansas Behavioral Sciences Regulatory Board and who have demonstrated success in keeping clients engaged.

Results Projected: The goal of the Voucher Assistance Program is for clients to reduce or eliminate the financial barriers associated with accessing alcohol/drug evaluations and treatment in a timely manner. Adults who receive vouchers will obtain an evaluation within 30 days, initiate recommended treatment within 60 days post evaluation, and successfully complete treatment. Corrections anticipates serving 29 Johnson County clients during 2022.

Outcomes Achieved During 2020: During 2020, 35 individuals were served through 66 vouchers for services. 51 individuals were approved for vouchers (some individuals received assistance more than one time); 41% were for evaluation and 59% were for treatment. 86% of offenders referred for an evaluation completed their evaluation within 30 days of the voucher request being approved. Of referrals for evaluation, 10 individuals were recommended for substance abuse treatment. 70% of those individuals commenced treatment within 60 days of the completion substance abuse evaluation.

Johnson County Mental Health Center, Adolescent Center for Treatment (ACT)

Request: \$253,510

Recommendation: \$242,170

The DAC recommends **\$242,170** in funding for Johnson County Mental Health Center's Adolescent Center for Treatment (ACT); this is a slight increase in funding compared to 2021, however the DAC did not have enough funds to return ACT to its 2020 level of funding. ACT is a 10 bed, residential substance use disorder treatment facility for adolescents ages 12-18. Each client receives a thorough bio-psychosocial assessment and receives an individualized treatment plan. Youth participate in over 50 hours of structured activities per week including at least 10 hours of clinical therapy hours. Activities include addiction and health education, anger management, 12-step meetings and recreation. Youth also attend academic programming during the school year. ACT is the only residential, community-based treatment center for adolescents in Kansas; the cost of residential treatment is significantly less than hospital, psychiatric residential, or detention facility stays.

Results Projected: The goal of ACT is that youth with substance use disorder begin their recovery in a safe and sober environment. Clients remain in treatment for a minimum therapeutic length of stay and receive a "successful completion" upon discharge. On discharge surveys, clients will rate the program favorably in areas of program quality and staff performance. During 2022, ACT anticipates serving 43 Johnson County youth in the residential program.

Outcomes Achieved During 2020: During 2020, 34 Johnson County youth were served. 86% of first time admits remained in treatment for at least 21 days. 96% of re-admits remained in treatment for at least 14 days. 88% of all clients at ACT remained in treatment for the prescribed length of time for 2020 with 90% of clients receiving a successful discharge. The average client satisfactions score was 4.3 out of 5.

Johnson County Mental Health Center, Adult Detoxification Unit (ADU)

Request: \$289,922

Recommendation: \$276,835

The DAC recommends the Johnson County Mental Health Center Adult Detoxification Unit (ADU) be awarded **\$276,835**; this is a slight increase in funding compared to 2021, however the DAC did not have enough funds to return ADU to its 2020 level of funding. ADU is an 8-10 bed unit which is staffed 24 hours a day, 7 days a week to admit and monitor individuals who may present a danger to the public or themselves due to alcohol/drug intoxication or withdrawal. ADU serves as a safety net service for individuals with serious substance use disorders. Licensed addiction counselors conduct a thorough substance use disorder assessment for each client and identify a recovery plan. The average length of stay is about 3 days, although some clients stay up to 5 days depending on the extent of their withdrawal or other factors. ADU is the only social detoxification program that admits uninsured individuals in the metropolitan area. ADU operates within the division of Addiction and Residential Services at JCMHC and shares a residential unit with the Crisis Recovery Center (CRC) and behavioral health staff are trained in the services provided for ADU and CRC's clients. As such, clients benefit from the expertise of both programs when applicable. Clients may transition from ADU to CRC when more mental health supports are needed or when waiting on a bed elsewhere. Johnson County residents of ADU are offered an intake at the office adjacent to the program when mental health needs are indicated.

Results Projected: The goal of ADU is to provide medical detoxification that protects individuals from the dangers associated with withdrawal and protects the public from the risks associated with having intoxicated individuals on their streets. ADU clients will remain in social detox until ADU staff

recommend discharge, have a written discharge plan documenting a referral for ongoing primary health, and rate ADU well for program quality and staff performance. ADU anticipates serving 256 Johnson County residents in 2022.

Outcomes Achieved During 2020: During 2020, 236 Johnson County adults were served. 83% of clients remained in the facility until staff recommended discharge. 96% of clients leaving ADU left with a recovery plan upon discharge; those leaving without a recovery plan were given standard discharge instructions. 83% of discharged clients completed a satisfaction survey. On satisfaction surveys of six areas of program quality and staff performance, the average rating was 4.66 on a 5-point scale.

Johnson County Mental Health Center, Dual Diagnosis Outpatient Program (DDOP)

Request: \$232,776

Recommendation: \$223,044

The DAC recommends **\$223,044** in funding to support the Dual Diagnosis Outpatient Program (DDOP) at Johnson County Mental Health Center; this is a slight increase in funding compared to 2021, however the DAC did not have enough funds to return DDOP to its 2020 level of funding. Funds will support salaries and medication assisted treatment. DDOP uses a sliding fee scale to assure access of all clients. DDOP clients receive 1 to 8 hours of weekly counseling group or individual sessions per week. All counseling focuses on providing clients with basic alcohol/drug education, recovery, and relapse prevention skills, as well as helping clients understand and manage mental health issues that complicate recovery. DDOP provides Medication Assisted Treatment (MAT) on a limited basis for clients who are appropriate for this treatment but have no means to pay for it.

Results Projected: The goal of the program is to provide integrated outpatient services for individuals aged 12 and over with mental health and substance use disorders. For adults, discharged clients will complete at least 8 hours of integrated treatment, will remain alcohol/drug-free and not commit any criminal activity while participating in the program. For adolescents, patients will complete at least 6 treatment sessions and will remain alcohol/drug free. The DDOP anticipates serving 686 Johnson County residents in 2022.

Outcomes Achieved During 2020: During 2020, 488 Johnson County adults and youth were served. 82% of adults and 21% of youth* remained alcohol/drug free while participating in the program (*future data collection will indicate whether this increases over time; this new outpatient program only had data for the last quarter of 2020). 60% of all adult clients received at least 8 hours of treatment and 81% of youth received at least 6 hours of treatment. 97.2% of clients did not incur new legal charges in 2020.

KidsTLC

Request: \$54,407

Recommendation: \$54,507

The DAC recommends KidsTLC be awarded **\$54,507** to provide substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 13-18 who reside within the agency's Psychiatric Residential Treatment Facility (PRTF). This is an increase over the 2021 funding recommendation and will support KidsTLC in fully staffing up to reach full capacity in treatment. Clinical treatment is provided to youth with a dual diagnosis of substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment as well as Eye Motion Desensitization Reprocessing (EMDR). Relapse prevention and

prevention education, utilizing the *Positive Action* evidence-based program, are provided to all youth in the PRTF.

Results Projected: KidsTLC provides substance use prevention groups and intervention/therapy services for youth. Youth will remain abstinent from drugs and alcohol during their treatment, as evidenced by urinalysis testing, and will feel they have sufficient access to substance abuse services and supports. At discharge, youth will report overall improvement due to services received, and an increase in hopefulness and ability function. The program will help sustain the youth's recovery and provide linkages to community support. During 2022, KidsTLC anticipates serving 38 Johnson County youth.

Outcomes Achieved During 2020: During 2020, 23 Johnson County youth were served. Youth remained abstinent from drugs and alcohol with 91% of youth presenting a clean urinalysis after returning from a pass outside with parent/guardian. At discharge, 100% of youth reported they were somewhat or very confident that things will improve in their life regarding substance abuse and 100% demonstrated an improved outlook at time of discharge (measured by self-assessment of change between admission and discharge). 67% of youth participating in relapse prevention and *Seeking Safety* programming reported maintenance or a decrease in problem severity between admission and discharge.

KVC Behavioral HealthCare

Request: \$75,000

Recommendation: \$32,995

The DAC recommends KVC Behavioral HealthCare be awarded \$32,995 for Family Substance Abuse Recovery Services, which assists caregivers and youth in identifying lasting supports and walks alongside families toward recovery from substance abuse. This program serves Johnson County families who have had children removed to foster care and have been assessed by a KVC case manager or therapist; or, are referred by Kansas Department of Children and Families (DCF). If there is an indication of substance abuse, a Licensed Addiction Counselor (LAC) administers the KS Client Placement Criteria (KCPC) and works with case workers, therapists, and behavioral/mental healthcare and medical staff to find the best level of care and wraparound services. Outpatient in-home therapy, the focus of this program, is determined using the KCPC and the family's willingness to participate. Other options include referral to local support groups, and in-patient therapy.

Results Projected: The goal of the program is to reduce trauma and adverse childhood experiences (ACEs) and improve family outcomes related to substance use recovery, which results in significant cost savings in the medical system, law enforcement, and emergency response system. Outpatient services will be provided in-home and families will report an increase in striving to improve family stability through lifestyle changes. Clients will maintain sobriety, housing stability, avoid criminal activities, and connect to resources and services that can help them maintain their program goals. KVC anticipates serving 70 Johnson County residents in 2022.

Outcomes Achieved During 2020: During 2020, 86 adults and 32 youth were served. All families coming into the program were contacted and 96% had completed an intake/assessment within 10 days of the referral. Upon completion of treatment, clients completed the AWARE relapse assessment and all clients fell in the 11% average range, indicating a low probability of relapse, which reflects increased family and support connections and overall higher levels of stability and quality of

life. This likelihood of relapse is markedly lower than the national average, which according to National Institute on Drug Abuse (2018), is approximately 40-60%.

Lorraine's House

Request: \$25,000

Recommendation: \$0

Due to reduced alcohol tax collections for the second year in a row and demonstrated increased need among other applicants, the DAC recommends that Lorraine's House not be awarded funding for 2022. The ATF grant process is a competitive process. After review of applications and completion of agency interviews, this applicant ranked and scored lowest among all applicants. Lorraine's House is welcome to apply for funding in future years.

Outcomes Achieved During 2020: During 2020, 57 Johnson County adults were served, a reduction from anticipated as Lorraine's House had to close one of its residences in 2020. 52% of residents (goal was 80%) completed the program as reflected by their sobriety and maintaining employment.

Mirror, Inc.

Request: \$191,000

Recommendation: \$176,000

The DAC recommends Mirror be awarded **\$176,000** to provide residential substance abuse treatment services to individuals in Johnson County who have been diagnosed with co-occurring mental health and substance use disorders. This is an increase that reflects the return to 2020 level of ATF funding following a standard decrease of 6% across ATF grantees in 2021 due to reduced tax collections. Clients served fall below 200% of the federal poverty level and cannot access services in a timely manner due to limited state Block Grant funding. ATF support reduces the wait-time for Johnson County residents with co-occurring disorders in the most critical need, with an average wait time of 17 days for Johnson County residents as compared to 46 days for a Block Grant funded client. Clients of Mirror receive substance abuse and mental health services through individualized treatment plans and coordinated services. Support is also provided to address barriers to recovery such as legal, housing, health and employment issues.

Results Projected: The goal of the program is to provide quicker access to treatment services for Johnson County residents who have no resources to pay for treatment and to aid them in accessing support services after treatment completion and discharge. Results include reduced time on Mirror's wait list for Johnson County clients as compared to the average wait time for Block Grant funded clients; retention in the treatment program; and compliance with all discharge recommendations, including continued mental health care, substance abuse aftercare, stable housing and use of support systems. During 2022, Mirror anticipates serving 147 Johnson County residents with its ATF grant.

Outcomes Achieved During 2020: During 2020, 179 Johnson County adults were served. 61% of clients who completed the program followed through with recommendations for continued mental health care, substance abuse aftercare, stable housing and use of support systems. 60% of co-occurring disorder clients were successfully discharged; this is a decrease from other years and is attributed to some clients leaving due to concerns about their health and the continuing global pandemic. Clients reported improved an average 67% increase in confidence level in handling high risk situations that could lead to substance abuse. Johnson County clients spent an average of 12.8 days on the wait list as compared to an average wait time of 30 days for clients funded by the state block grant or other funding streams. Mirror's experience is that the longer a person waits for

treatment, the more likely they are to not follow through with the treatment when an opening is available.

Preferred Family Healthcare, Inc.

Request: \$120,000

Recommendation: \$120,000

The DAC recommends Preferred Family Healthcare (PFH) be awarded **\$120,000** to support the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). This is an increase that reflects the return to 2020 level of ATF funding following a standard decrease of 6% across ATF grantees in 2021 due to reduced tax collections. PFH operates multiple facilities in multiple states, including a Level I Outpatient Treatment and Level II Intensive Outpatient Treatment center in Olathe providing assessment, individual and group counseling, and drug testing. Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, and Motivational Enhancement Therapy. PFH offers services on an income-based sliding fee scale.

Results Projected: The goal of the programs is to support Johnson County residents struggling with substance use disorder as they move toward recovery. Clients will demonstrate abstinence from substance use, obtain and/or maintain employment or educational activities, have no new arrests, successfully complete treatment, and obtain or maintain housing. Preferred Family Healthcare anticipates serving 362 individuals, including 292 Johnson County residents in 2022.

Outcomes Achieved During 2020: During 2020, 395 individuals from Johnson County were served. Nearly 88% of clients who were randomly tested while in treatment, tested negative for substance use. 91% of clients who were not disabled or retired reported they were employed or involved in educational activities and 76% of clients successfully completed treatment.

**2022 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdiction	Amount
Johnson County Government	\$140,559
City of De Soto	\$12,000
City of Gardner	\$19,200
City of Leawood	\$160,685
City of Lenexa	\$135,000
City of Merriam	\$20,000
City of Mission	\$50,000
City of Olathe	\$215,000
City of Overland Park	\$1,118,000
City of Prairie Village	\$44,000
City of Shawnee	\$86,353
Total Alcohol Tax Fund	\$2,000,797

The recommended grant awards represent the maximum ATF award for the calendar year and are based upon an estimate from local jurisdictions of local liquor tax revenue. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent upon local liquor tax revenue received by participating jurisdictions. Neither United Community Services (UCS) nor the Drug and Alcoholism Council is responsible for a reduction in ATF fund awards payable by participating jurisdictions.

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

2022 ATF Funding Priorities

By legislative mandate (KSA §79-41a04-as amended), ATF dollars must be used to fund services or programs whose principal purpose is substance abuse education, prevention, detoxification, intervention and/or treatment. For the purpose of this application, education, prevention, intervention, and treatment programs are generally defined as:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use, and may include activities applied during early stages of drug use which encompass preventing the transition from drug use to abuse.
- Substance Use Disorder Treatment programs are licensed by the State of Kansas to provide substance use disorder treatment services, and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

*Overall priority is given to:

1. Programs that target populations who are at-risk for substance use or abuse such as individuals who have mental health issues, individuals who are homeless and/or have other co-occurring issues, and individuals involved in the child welfare or criminal justice system.
2. Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.
3. If fees are charged for services, there are accommodations for those clients with no ability, or limited ability, to pay the fees (such as a sliding fee scale based upon income).
4. Programs that demonstrate competency in addressing language and cultural barriers and provide bi-lingual services in high demand languages, such as Spanish.
5. Programs that provide services to meet a current community need (defined through indicator data or *Kansas Communities That Care* survey trends). —
6. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use and utilize a trauma informed care approach in delivery of services.
7. Programs that are evidence-based or reflect a best or promising practice and include measures to ensure fidelity.
8. Programs that utilize measurable outcome data to improve service delivery.
9. Strategies and services that involve families, parents, guardians, and/or other support systems.
10. Programs that demonstrate through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above in priority number one.

*Priorities for Education and Prevention Programs include:

1. Strategies that seek to delay onset of first use of substances.
2. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
3. Programs that utilize *Risk and Protective Factors* strategies.

*Priorities for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations and sectors and provide linkage to community supports.
4. Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery, including but not limited to providing peer support, housing, case management, and/or to linkages to recovery communities and activities.

** Numbering of priorities does not indicate one is more important than another.*

*Approved by Drug and Alcoholism Council
November 18, 2020*

APPENDIX B

2021 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY 2022 ATF GRANT REVIEW COMMITTEE MEMBERS

Jen Jordan-Spence, Chair, City of Gardner, City of Gardner Representative
Jaime Murphy, Vice Chair, Overland Park Municipal Court, City of Overland Park Representative, Grant Review Committee Chair
Afam Akamelu, Secretary, Community Volunteer
Judge Jenifer Ashford, 10th Judicial District Court ♦
Jason Bohn, Renew Counseling Center
Chan Brown, Kansas Health Foundation
Chief David Brown, TeamMobile, City of Lenexa Representative
Michelle Decker, City of Olathe Prosecutor's Office, City of Olathe Representative, Grant Review Committee Chair
Allison Dickinson, Johnson County Government ♦
Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative
Stefanie Kelley, Shawnee Mission School District, City of Leawood Representative ♦
Martha LaPietra, M.D., IPC-The Hospitalist Company
Sharon Morris, Olathe School District ♦
Bureau Chief Daryl Reece, Johnson County Sheriff's Office
Piper Reimer, City of Prairie Village Councilperson, City of Prairie Village Representative
Liana Riesinger, Francis Family Foundation, City of Mission Representative
Mickey Sandifer, City of Shawnee Representative
Pastor Kevin Schutte, Pathway Community Church, Johnson County Board of County Commissioners Representative
Catherine Triplett, Triplett Law Firm
Charlene Whitney, Community Volunteer

♦ Denotes Non-Voting Member

Staff Support: Christina Ashie Guidry, UCS Director of Resource Allocation



COU2021-87: Consider approval of software services agreement with OpenGov for new permitting, licensing, and code enforcement software

RECOMMENDATION

Make a motion to approve COU2021-87, a software services agreement with OpenGov for new permitting, licensing, and code enforcement software.

BACKGROUND

Over the past several months, staff has interviewed numerous software companies who provide permitting and licensing services to local government. The companies interviewed include OpenGov, GovBuilt, SmartGov, IWorq, Accela, Incode, and GovPilot. After numerous software demonstrations and conversations, our staff has selected OpenGov Citizen Services as the top choice for the new licensing, permitting, and code enforcement software. OpenGov is a cloud-based ERP system that includes a customer service portal where individuals can apply and pay for permits and licenses online as well as request building inspections. The software will also allow our staff to conduct all plan reviews electronically through an integration with Bluebeam, eliminating a significant number of paper files managed and stored within the office. Other features in the software include a robust reporting and transparency module, where the public can view information about active permits, licenses, and code enforcement, and where our staff can easily extract any data that is needed. The new software will allow our staff to find efficiencies in day-to-day business process and make a significant improvement on the customer experience when applying for licenses and permits.

Staff checked references with many of Open Gov's current clients, some of whom even gave us their own demonstration of their software and walked us through what they thought worked well and did not work well. Based on this extensive research, we are confident that OpenGov Citizen Services will exceed our expectations and provide us the tools we need to be more effective and efficient in our community development operations. The annual software fee includes unlimited users, so there is an opportunity for the City Clerk's Department as well as Public Works to use the software for licensing and permitting as well with no additional cost. This agreement was reviewed and approved with revisions by City Attorney David Waters.

BUDGET IMPACT

The total cost of the software for 2022 is \$50,292. This fee includes a one-time set up and training fee of \$20,350 and an annual subscription fee of \$29,942. Staff was able to negotiate with OpenGov on the annual fee to be more in line with pricing we saw from other software providers and get a rate guarantee with no annual increase for 5 years.

The software will be paid for with remaining CARES funds to be transferred into the Equipment Reserve Fund, and the \$20,000 set aside in the 2022 General Fund budget. Staff is also recommending a modification to building permit fees in 2022, including the addition of a new \$5.00 technology fee on all permits, to offset the cost of this software.

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: December 1, 2021

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**SSA**”) is hereby attached to that certain Order Form of even date herewith, and is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the City of Prairie Village, Kansas (“**Customer**”), as of the date of signature last indicated below. This SSA sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services. This SSA shall apply to any subsequent Order Form or SOW (defined below) entered into between OpenGov and Customer. As to each Order Form, such Order Form, this SSA, and any SOW for such Order Form shall collectively be referred to herein as the “**Agreement**”.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to the Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Effective Date” means, as to each Order Form and SOW, the effective date specified on such Order Form or SOW.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means, as to each Order Form and SOW, the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this SSA; and (c) is signed by authorized representatives of both parties.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this SSA, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts

by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under the Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this SSA; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party to the extent legally permissible and practicable.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including this SSA). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses

(a) Fees. The fees for the Software Services (a) for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the

credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under the Agreement are exclusive of any applicable sales, value-added, use or other taxes (“**Sales Taxes**”). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov’s net income. If any Sales Taxes related to the Fees under the Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of the Agreement (as to any one Order Form and any one SOW) shall commence on the Effective Date specified on the Order Form and shall continue until the Subscription End Date specified on the Order Form (the “**Initial Term**” or the “**Term**”).

7.2 Renewal. Intentionally deleted.

7.3 Termination. If either party materially breaches any term of the Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate the Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of the Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party’s option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of the Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to “OpenGov Vice President, Customer Success” at OpenGov’s address for notice described at Section 10.

7.5 Survival. The following sections of the Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform the Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. If OpenGov is unable to re-perform all such work as warranted, then in addition to Customer’s right to terminate the Agreement, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under the Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov’s entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform the Agreement; and (ii) OpenGov’s use of the Customer Data pursuant to the Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE

PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THE AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. Intentionally deleted.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of the Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third party beneficiaries to the Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer the Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under the Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to the Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. These Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of the Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. The Agreement shall be governed by the laws of the State of Kansas without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with the Agreement shall be only in the Federal or State court with competent jurisdiction located in or with jurisdiction over Johnson County, Kansas, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement. No modification of the Agreement will be binding, unless in writing and signed by an authorized representative of each party.

CITY OF PRAIRIE VILLAGE, KANSAS

OPENGOV, INC.

Signature

Signature

Name

Name

Title

Title

Date

Date



OpenGov Inc. PO Box 41340
 San Jose, CA 95160
 United States

Created On: 11/30/2021
Order From Expiration: 12/31/2021
Subscription Start Date: 1/1/2022
Subscription End Date: 12/31/2026

Prepared By: Greg Keeney
Email: gkeeney@opengov.com
Contract Term: 60 Months

Customer Information			
Customer:	City of Prairie Village, KS	Contact Name:	Jamie Robichaud
Bill To/Ship To:	7700 Mission Road Prairie Village, Kansas 66208 United States	Email:	jrobichaud@pvkansas.com
		Billing Contact:	Jamie Robichaud
		Email:	jrobichaud@pvkansas.com

Order Details	
Billing Frequency:	Annual
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Citizen Services - 4 Service Area MAT / Assessor System & Flags, Contractor License Verification, Esri ArcGIS, Premium Support - Platinum	1/1/2022	12/31/2026	5	\$29,942.00
Annual Subscription Total:				\$29,942.00

PROFESSIONAL SERVICES:

Product / Service	Description	Professional Services Total:	\$20,350.00
OpenGov Deployment — One Time Fee	Product configuration, setup, and training described in the attached SOW.		

Billing Table:

Billing Date	Amount Due	
January 1, 2022	\$50,292.00	(Annual Software Services Fee + Professional Services)
January 1, 2023	\$29,942.00	
January 1, 2024	\$29,942.00	
January 1, 2025	\$29,942.00	
January 1, 2026	\$29,942.00	

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Prairie Village, KS

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Statement of Work

City of Prairie Village, KS

Created by: Adam J. Weems
Creation Date: 09/20/2021
Document Number: DD-02043
Version Number: 1

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1. Overview

1.1. Preamble

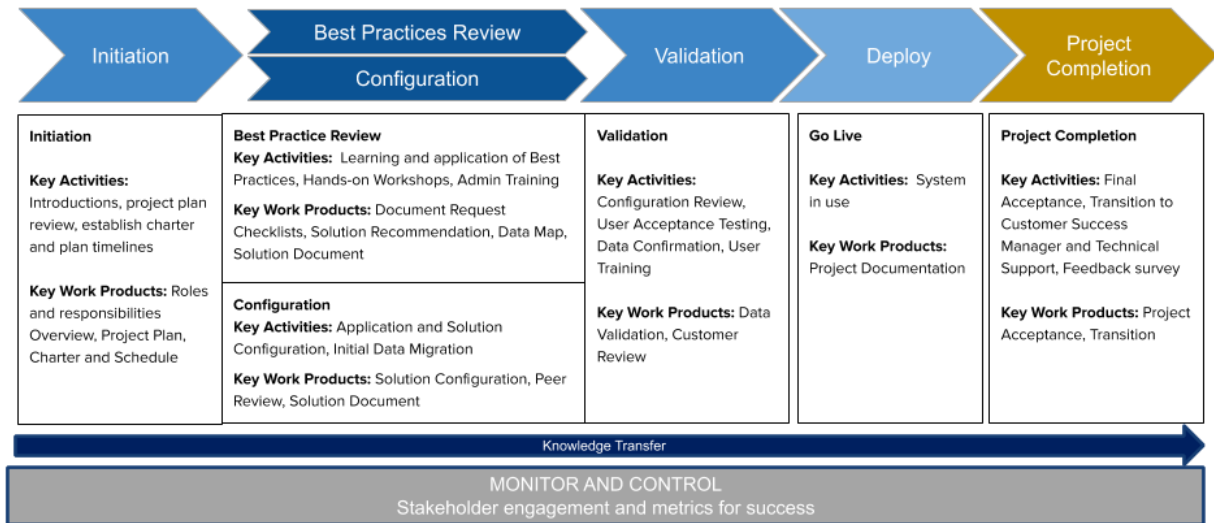
This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of Prairie Village, KS (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”). For clarity, Customer’s use of the Professional Services are governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

1.2. OpenGov's Modern Cloud ERP

OpenGov is the leader in modern cloud ERP software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves agencies across the United States. Built exclusively for the unique budgeting, financial management, and citizen services needs of the public sector, the OpenGov ERP Cloud enables organizations to plan more strategically and collaboratively, streamline mission-critical processes, and communicate with stakeholders more transparently.

- **Cloud ERP for local government.** OpenGov offers transformative solutions for budgeting, financial management, and citizen services with the market-leading reporting and transparency platform--allowing customers to re-allocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.
- **A trusted and dedicated partner.** Governments nationwide partner with OpenGov to drive more effective and accountable operations and strengthen public trust. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by years of employee experience in the public sector.
- **A platform built to grow with you.** Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. You can future-proof your investment for the next generation thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

OpenGov Implementation Methodology



2. Methodology

OpenGov’s deployment methodology, often referred to as the OpenGov Way (“OG Way”), delivers on OpenGov’s mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can’t wait to show you how The OG Way will improve the way you do business and the services you’re able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We’ll also provide additional worksheets that need to be included. We’ll set-up meetings to finalize the project plan and ensure there is a centralized location for

these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a

mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.

- The exit criteria for this phase is the sign off by the Customer’s Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer’s procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor (“ES”)	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive

Name: TBD	<p>Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.</p>
Project Manager (“PM”)	<p>Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.</p>
Analyst (“IA”)	<p>Responsible for helping Customer configure OpenGov’s product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.</p>
Subject Matter Expert (“SME”)	<p>OpenGov Subject Matter Experts (“SMEs”) will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.</p>
Integration Engineer (“IE”)	<p>Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.</p>
Account Executive (“AE”)	<p>The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.</p>
Customer Manager (“CM”)	<p>The Customer Manager (“CM”) is the primary customer relationship holder post-Deploy. The “Air Traffic Controller” or “Quarterback” of OpenGov resources with focus on long term success of Customer’s partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer’s key stakeholders</p>

	<p>understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.</p>
Customer	
Role	Role Description
Budget Owner (“BO”)	<p>The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.</p>
Executive Sponsor (“ES”) Name: TBD	<p>Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.</p>
Project Manager (“PM”) Name: TBD	<p>Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.</p>
Project Lead (“PL”)	<p>Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.</p>
Data and SystemsLead (“DSL”)	<p>Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer’s third-party data sources and vendors as needed to fulfill SOW requirements.</p>

4.2. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

4.3. Regular Communication Components

Meeting		Frequency	Purpose	Participants	
				OpenGov	Customer
Quarterly Management Review (“QMR”)	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters.	PM, ES, AE, CM	PM, BO, ES

			Discuss strategic direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship		
Executive Sponsor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary	
Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)	

4.4. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

5. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

5.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

5.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.

- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

5.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

6. General Project Assumptions

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put

the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.

- The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

7. Project Scope

7.1. OpenGov Citizen Services Suite (CIT Suite)

7.1.1. CIT Suite Project Deliverables

Functionality	Description
CIT Suite	Cloud based Permit, Licensing, Code Enforcement software for 4 Service Areas to include <ul style="list-style-type: none"> ● 6 Record Type(s) (forms, document templates, fee schedules, workflows) built by OpenGov ● CIT System Training ● Configuration Training ● Internal user Training ● Migrations and Integrations

7.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov CIT Suite implementation.

7.1.2.1. Initiate

Functionality	Description
Creating Environment	OpenGov will provision a CIT environment and FTP site. Customer system administrator will be added to the environment following contract signing and creation.
Documentation	Customer will provide OpenGov with:

Receipt	<ul style="list-style-type: none"> Existing application forms Current workflows Gathering all existing supporting documentation
System Training	<p>During the CIT System Configuration, OpenGov will provide System Training designed for system administrators, which will include:</p> <ul style="list-style-type: none"> How to create and customize the public portal in CIT How to create and customize CIT record types (forms, document templates, fee schedules, workflows) How to set up inspections in CIT How to create datasets in CIT The basic functions of any integrations or other customizations included in the SOW How to export a dataset from the app

7.1.2.2. Best Practice

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Customer Inputs	OpenGov will share what is needed to obtain from Customer and why the information drives a successful outcome.
Discuss Recommended Process Versus Current Process	OpenGov will review department specific documents. Coach the Customer on Best Practice application. OpenGov will make solution recommendations based on our domain expertise.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

7.1.2.3. Configuration

Functionality	Description
Record Type Configuration (OpenGov - Standard)	<p>OpenGov will configure up to 6 standard record type drafts of Customer’s record types in the CIT system.</p> <p>Along with Customer input OpenGov will be responsible for building:</p> <ul style="list-style-type: none"> Customer Application Forms

	<ul style="list-style-type: none"> • Customer Workflow • Output Documents • Adding in Customer Fees <p>OpenGov will hold working sessions* between the OpenGov and Customer for the purpose of validating, reviewing, and iterating upon draft record types configuration.</p>
<p>*Working Session</p>	<p>All working sessions will focus on:</p> <ul style="list-style-type: none"> • Forms • Workflows • Fee structures • Attachment requirements • Permit/license/letter templates • User access • Renewal processes • Inspection checklists • Public portal
<p>Record Type Configuration Training Sessions</p>	<p>OpenGov will provide 2, 60-minute configuration training sessions to enable Customer to own configuration of their remaining Record Types.</p> <ul style="list-style-type: none"> • Sessions will focus on: <ul style="list-style-type: none"> ○ Hands-on training for building, configuring, and maintaining Record Types in CIT. ○ Best practice recommendations on Record Type: <ul style="list-style-type: none"> ■ Building ■ Configuring ■ Maintenance <p>At the end of configuration training sessions, Customer will be responsible for maintenance and configuration of all Record Types.</p>
<p>Migrations and Integrations</p>	
<p>Functionality</p>	<p>Description</p>
<p>Recurring Master Address Table (MAT) Import</p>	<p>OpenGov will import the Customer’s location information from your Master Address Table (MAT) file (CSV) into CIT.</p> <p>Customer will provide a clean MAT including all of the community's location information. It must contain the parcel properties latitude/longitude coordinates, and at least 1 unique ID field. The unique ID can never change. OpenGov does not take responsibility for 'dirty' data.</p>
<p>ESRI ArcGIS</p>	<p>OpenGov will integrate the CIT suite with the Customer’s ArcGIS Server.</p>

Server Integration	Customer is responsible for providing a publicly-accessible secure ESRI REST API URL. Note: WFS link will not suffice
GIS Flag Integration	<p>OpenGov will enable GIS Flag Integration:</p> <ul style="list-style-type: none"> • Import a list of flags into the CIT suite. Flags can be provided either on the Parcel Layer or other layer on the GIS Server through the ESRI REST API URL. • Layers must be configured as a polygon--polylines and points are not supported in this integration. <p>Dependent upon Master Address Table and ESRI ArcGIS Server Integration</p>
Accounting & Finance Export	<p>For a financial export, Customer will provide OpenGov the required format and a sample document.</p> <p>OpenGov will export the data based on the required format and put the files onto Customer's FTP as often as nightly</p>
Autofills	
Internal	<p>Allow for dynamic search within the application form to auto-populate a set of form fields.</p> <ul style="list-style-type: none"> • Internal autofill is used for data managed within CIT--connecting one Record Type to another.

7.1.2.4. Validation

Functionality	Description
Confirmation	Customer confirms OpenGov has created 6 Record Types.
User Acceptance Testing (admin)	<p>OpenGov will require Customer to validate</p> <ul style="list-style-type: none"> • Application is working as intended <ul style="list-style-type: none"> ○ Internal processes and or workflows ○ Front End processes (Public views) • The administrator knows how to: <ul style="list-style-type: none"> ○ Make changes ○ Troubleshoot problems ○ Create or configure new Record Types

7.1.2.5. Deploy

Functionality	Description
Internal User Training	OpenGov will provide 1, two-hour training sessions designed for Internal Users such as Inspectors or Intake Review staff. <ul style="list-style-type: none"> ● Internal Users are trained to: <ul style="list-style-type: none"> ○ Understand how to use the system to complete the tasks needed perform their roles/responsibilities ○ Understand the functionality and workflow of the Permitting, Licensing or Code Enforcement process. ○ Build reports in Citizen Services Explorer Module.
Sign Off	Customer to complete OpenGov-provided sign off document Customer will provide written approval that Administrator can: <ul style="list-style-type: none"> ● Build/Configure ● Troubleshoot ● Maintain Customer will provide written approval that Internal Users: <ul style="list-style-type: none"> ● Have been trained on: <ul style="list-style-type: none"> ○ Functionality ○ Tasks needed to perform their roles/responsibilities

8. Acceptance

8.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly

of its acceptance or rejection in accordance with the agreed upon acceptance criteria.

- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

8.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

9. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort

or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW. For example Subject Matter Experts to address simplifying Chart of Account structure.

OpenGov Citizen Services: Greater Efficiency for Everyday Operations

Cloud Technology That Modernizes Interactions Between Constituents and Government

One Platform to Optimize Citizen and Staff Experience

OpenGov's Citizen Services platform is the only solution you'll need to streamline workflows—from issuing building and health permits to collecting fees for special events, business, and pet licenses. Easy to configure with a drag-and-drop interface, Citizen Services introduces seamless integrations to fully digitize and automate your team's routine interactions with residents. This is cloud technology that saves time, builds customer satisfaction, and actually delivers on its promise to make life easier for frontline staff and local government leaders of every department.



Planning and Zoning



Building Permits



Virtual Inspections



Code Enforcement



Pet Licenses



Business Licenses



Outdoor Dining



Short-Term Rental
Registration



Cannabis Licensing



Special Events



Health Permits



Public Works



Fire and Safety



Police



Grant Management

5x Faster
Permit Processing

Up to 80%
Decrease in Walk-Ins

4.6 Star Customer
Support Rating

Features Include

- Customer Service Portal
- Automated, No-Code Workflows & Approvals
- Smart Projects That Build Applicant Fees & Checklists
- Payment Collection
- Batched Renewals
- Triggered Prompts for Both Applicants & Government Staff
- Document Organization
- Dashboards & Reports

Why OpenGov?

OpenGov is the leader in modern cloud ERP software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,000 agencies across the U.S. Built exclusively for the unique budgeting, financial management, and citizen services needs of the public sector, the OpenGov ERP Cloud makes organizations more collaborative, digitizes mission-critical processes, and enables best-in-class communication with stakeholders.

“

“I think one of the best things about using OpenGov is that we can see all of the different records all in one place. So it doesn't matter what the department is, if it's Health or Code Enforcement, Building, Planning, any of them. When we're doing research, it's much easier than before.”

City of Claremont, NH

”



Building Permits

Standardize the submission, plan review, inspections, and building process for contractors and property owners with conditional permit forms that update automatically based on building project requirements.



Business Licenses

Town and City Clerks can process and report on license applications and payments, as well as run batch license search and reporting. Set alerts and send reminders to residents who are up for renewal.



Health Permits

Ensure proper food safety, waste disposal, and code enforcement with user-friendly mobile features. Clearly outline 'pass' requirements for the operation of restaurants, beauty and nail salons, funeral homes, or any other business where public health is a concern.



Pet Licenses

Pet licenses keep animals and communities safe by ensuring proper vaccination. Make it as easy as possible for residents to apply, pay for, and receive their pet license online in as little time as possible.



Special Events

Help event organizers quickly identify which permits and licenses they need for special gatherings. Collect critical permit revenue and provide peace of mind that safety measures and order are maintained.



Outdoor Dining

Meet the evolving needs of the small business community by quickly adding new permit types to the online customer service portal—including temporary and emergency use options such as sidewalk cafes.



Grant Management

Administer grant applications, distribute funds, and monitor spending with OpenGov's customizable online forms and workflow software. Stay accountable to the public and ensure critical oversight.



Virtual Inspections

Let contractors and constituents request inspections online. Give inspectors the freedom to safely conduct home inspections with mobile capabilities, Zoom integrations, and a schedule optimizer for daily routes.



Short-Term Rental Registration

Clearly outline requirements and process registrations quickly so property owners can welcome visitors. Using additional OpenGov features, poll residents on favorability of short-term rentals and share the revenue generated.



Cannabis Licensing

Our customizable form builder makes it easy to reconfigure online cannabis license application forms so governments do not have to call the IT Department to edit applications when regulations change.



Fire and Safety

Streamline operations for Fire and Safety departments by organizing the enforcement of occupancy limits, alarm systems, and open-fire permits in an online portal.



Police

Make permit processing of weapons possession, vehicle parking, and other safety areas easier for Police Departments. Allow residents to make online requests for police presence at events.



Planning and Zoning

Residents can submit digital applications for projects requiring approval from the City's community development division for alterations such as fencing, plumbing, electrical, solar, and more.



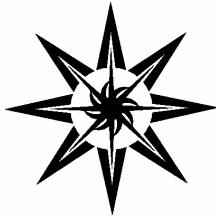
Code Enforcement

Invite community members to confidentially report possible code violations online. Officials can review, inquire, and investigate problems such as graffiti, overgrown grass, aged pavement, or unsafe hazards.



Public Works

Enable the Public Works department to meet customer demand and collect fees for sewer permits by leveraging a drag-and-drop interface to create applications for water connections and extensions.



PUBLIC WORKS DEPARTMENT

Council Meeting: December 6, 2021

COU2021-88: CONSIDER APPROVAL OF SIDEWALK CONSTRUCTION ON NALL AVENUE FROM 79TH STREET TO 81ST STREET AS PART OF THE 2022 CARS PROJECT (NAAV0004)

RECOMMENDATION

Move to approve the staff recommendation for sidewalk construction on Nall Avenue from 79th Street to 81st Street as part of the 2022 CARS Project on Nall Avenue.

BACKGROUND

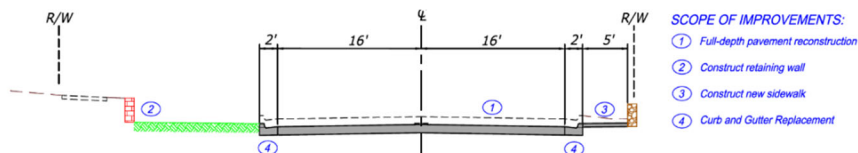
The 2022 CARS project is primarily a mill and overlay with curb/gutter and sidewalk replacement. This segment of Nall has sidewalk on only the west side and is not current with City Policy for Arterials roadways (CP 204) which calls for sidewalk on both sides of the roadway. Standard procedure is to construct these missing sidewalk links with major street work.

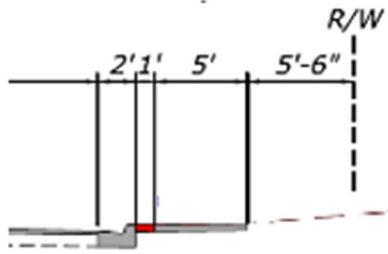
While there are always constraints to placing new sidewalk, Nall Avenue has an additional constraint in the form of an existing wall which is not in City right of way. The design intention has been to keep the sidewalk construction within the city right of way, which is narrower on the larger unplatted properties, and limit any impact to the wall.

The normal process is to maintain the existing curb line and add sidewalk to the back of curb. However, in this case maintaining the existing curb line does not allow for the work to stay within the right of way or limit the impact to the wall due to the “backward” slope between the curb and the wall (shown with the dashed line to the right).



The design team analyzed the profile of the roadway in order to determine what level of construction would be needed to tie in to the wall at the appropriate elevation. This analysis led to an option that tied into the properties on the east side but required extensive reconstruction of the roadway and the right of way on the west side. The cross section (shown below), highlights in red cloud the amount of roadway that would need to be reconstructed to achieve this elevation.





The design team reviewed the corridor between 79th Street and 81st Street and found few constraints. This is generally applicable because the right of way is closer to the standard ten feet. Sidewalk from 79th Street to 81st Street would complete connectivity for the neighborhood to the east as shown below with new sidewalk.
(New sidewalk = orange; Existing sidewalk = blue)

The cost differential between the two options was also taken into account as the cost of implementing the reconstruction option increases the project total by \$1,150,000 over the recommended option.

RECOMMENDATION

After analysis of the right of way constraints including the wall and its proximity to the right of way, the design options and the related costs for the construction, City staff recommends limiting the construction of sidewalk on the east side from 79th Street to 81st Street.

Staff recommends against City policy and would abstain from sidewalk construction on the remaining 81st Street to 83rd Street until such time that the wall is no longer a constraint.



PUBLIC COMMENTS

A public meeting was held on November 18th at the Public Work facility. Residents along the corridor from 79th to 83rd were invited. Seven residents attended representing five households. The invitation contained a comment sheet in order for residents to have an opportunity to present their comments to the Governing Body. Resident comments are attached.

ATTACHMENTS

1. Recommended option
2. Not recommended option
3. Residents Comments

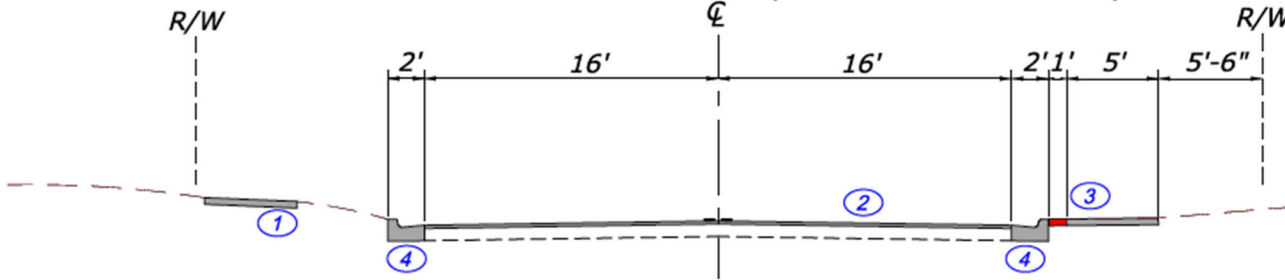
PREPARED BY

Melissa Prenger, Senior Project Manager

November 30, 2021

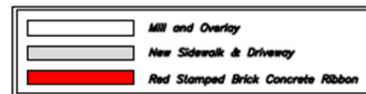
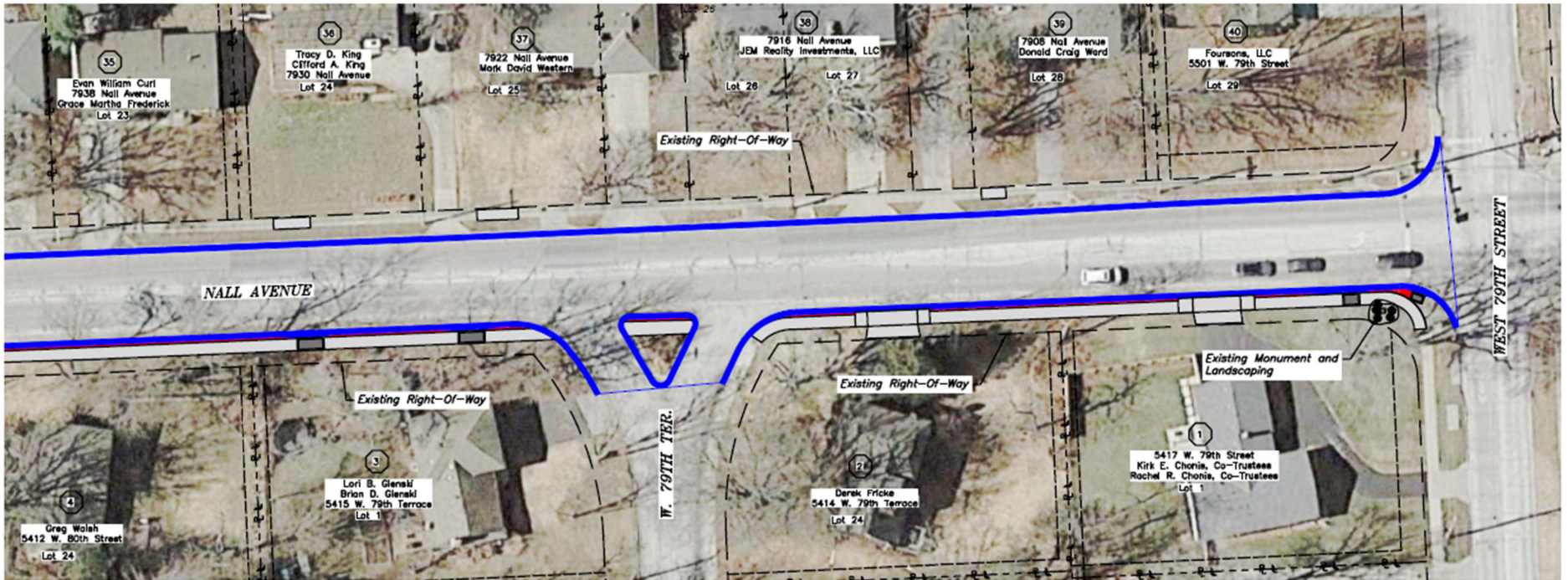
Recommended Design Option

Mill & Overlay, Add Sidewalk Rt.
(W. 81st St. to W. 79th St.)



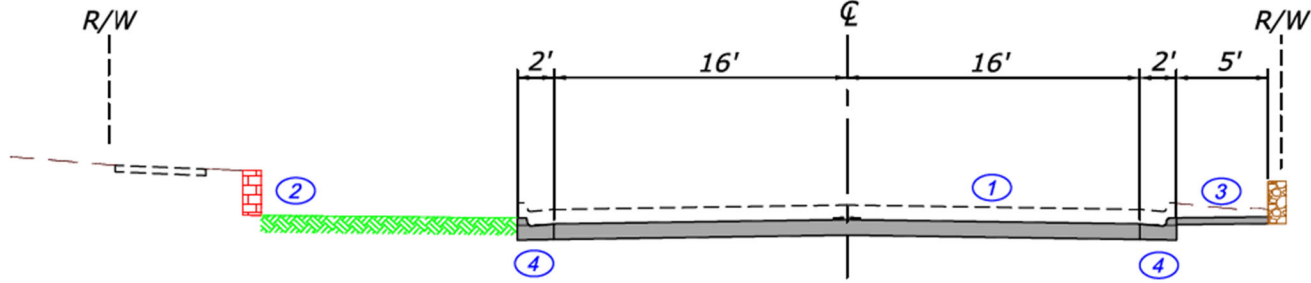
SCOPE OF IMPROVEMENTS:

- ① Concrete spot repairs of existing sidewalk and curb & gutter
- ② Pavement mill & overlay
- ③ Construct 1' red brick ribbon & 5' new sidewalk
- ④ Curb and Gutter Replacement



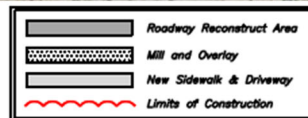
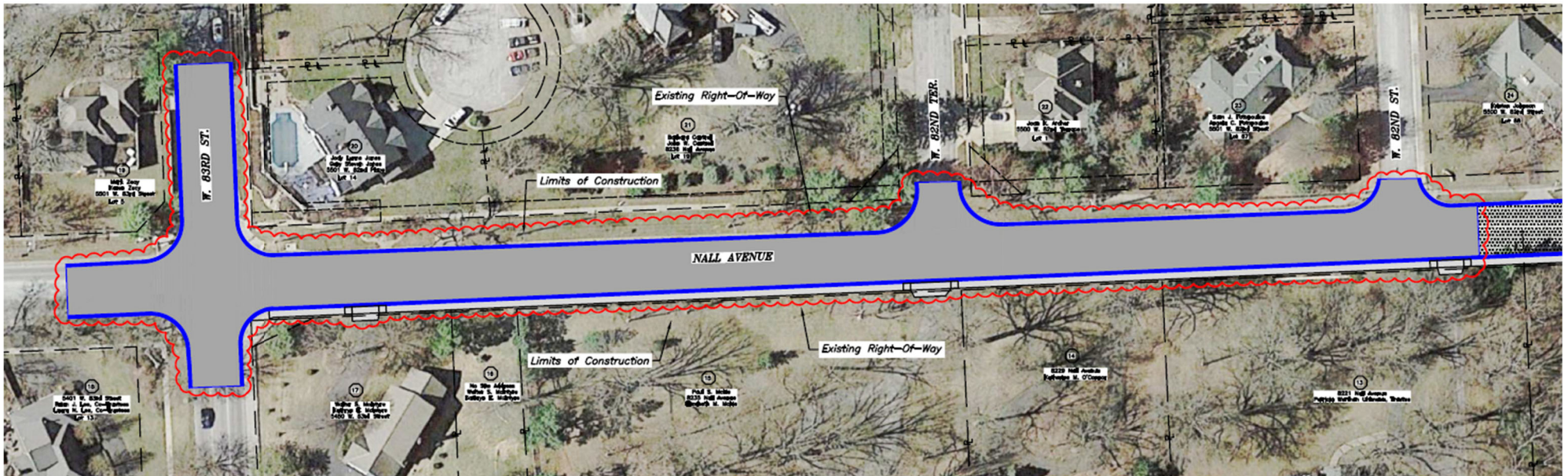
Design Option (Not Recommended)

*Full-Depth Reconstruction, Add Sidewalk Rt.
(South of 83rd St. to North of 82nd Ter. Including 225' of 83rd St.)*

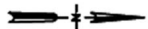


SCOPE OF IMPROVEMENTS:

- ① Full-depth pavement reconstruction
- ② Construct retaining wall
- ③ Construct new sidewalk
- ④ Curb and Gutter Replacement



PRAIRIE VILLAGE
THE STAR OF KANSAS



Affinis
KANSAS

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

We moved here in the summer of 1965 at that time you could park on our side of Nall and cut the grass outside the wall with the tractor. When you re-did Nall you raised the street level (which you said you would not) and took most of the land between our wall and the street. It forced the water from the street to run down hill against the base of the wall. We think the wall is being hurt and we would like it to stay as long as it is stable as part of our property. We think the wall was built 1925

Please send via

- self-addressed stamp envelope to Public Works | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pvkansas.com

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

This seems like a complete waste of tax payer money! Why even bother putting in a sidewalk for only a few blocks. Not to mention Nall is the truck route so I would assume people would prefer to walk/bike on an interior street vs. a busy street like Nall.

- Please consider not moving forward with this sidewalk construction project.

Please send via

- self-addressed stamp envelope to Public Works | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pvkansas.com

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

We are concerned about our corner ga
on the NE corner of 80th Terr / 81st and Nall,
and our large Elm tree and Pin-Oak Tree
along Nall that are likely in the path of
the sidewalk. Would you plan to take out
our trees, or kill roots around the trees
if you plan to keep them? We plan to attend
the meeting on the 18th.

Please send via

- self-addressed stamp envelope to Public Works | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pvkansas.com

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

We wholeheartedly support the city staff's decision to NOT recommend a sidewalk be constructed on the east side of Hall from 81st + 83rd streets. We have lived for years that a sidewalk along this stretch of Hall, which is a busy truck route, is unsafe and unnecessary and would negatively impact the aesthetics of one of the city's oldest and most unique neighborhoods. The wall in front of the old, stately homes is, indeed, a treasure, and we do not want to see it or the landscaping damaged or destroyed. We also would support the property owners from 79th to 81st if they oppose a sidewalk. We firmly believe ALL PV taxpayers should have the same rights regardless of what type of street they live on. Again →

Please send via

- self-addressed stamp envelope to Public Works | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pvkansas.com

the proposed sidewalk is a waste of taxpayer money as there is a sidewalk across the street that is more than adequate for the amount of foot traffic in this location.

We urge you to accept the recommendations and halt any consideration of a sidewalk on the east side of Hall from 81st to 83rd St.

We appreciate your regard for the residents' concerns and our knowledge of this area.

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

I support the construction of a sidewalk on the remaining area south of 81st to 83rd st to support the safety of children walking home from school (Briarwood) who live in these neighborhoods.

I also further petition for an official crosswalk to cross Nall st at 81st st or within a block radius from 81st st.

Please send via

- self-addressed stamp envelope to Public Works | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pvkansas.com

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

We have been through this discussion many times. Why is a sidewalk and the expense needed when one already exists on the east side all the way down NALL? Do not tear down those neighbors walls that they have spent lots of money to maintain?
I vote no!

Please send via

- self-addressed stamp envelope to Public Works | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pykansas.com

2022 CARS PROJECT
NALL AVENUE, 79TH STREET TO 83RD STREET

NEW SIDEWALK CONSTRUCTION
79TH STREET TO 81ST STREET

PUBLIC COMMENT SHEET

These comments will be included in the packet for the December 6th Council Meeting.
Name and address will be redacted for council packet.

Comments:

COLLOSAL WASTE of Money !!

2 blocks of SIDEWALK - JUST PLAIN DUMB!

There is A SIDEWALK ACROSS THE STREET!

SPEND THAT Money ON THE PARKS OR SCHOOLS

OR lunch programs for kids and elderly.

Please return by November 24th via

- Mail to Public Works ATTN.: Melissa Prenger | 3535 Somerset | PVKS 66208
- email comments directly to: mprenger@pvkansas.com

Public Comments

NALL SIDEWALK CONSTRUCTION 79 TO 81

rec'd via email:

From: xxxxxxxxxxxx@yahoo.com
Sent: Wednesday, November 17, 2021 11:09 AM
To: Melissa Prenger <mprenger@pvkansas.com>
Subject: sidewalk on Nall

I would like to know why this issue is being address again? It was addressed several times in years past and was voted no. Why would money be spent on a sidewalk when on already exists on west side of Nall? I would assume this money could be spent on many other issues. Thank you

From: xxxxxxxxxxxxxxxx@gmail.com
Sent: Wednesday, November 17, 2021 9:20 PM
To: Melissa Prenger <mprenger@pvkansas.com>
Cc:
Subject: Nall Ave sidewalk

Hello!

Thank you for your repeated efforts to survey residents on the potential new sidewalk.

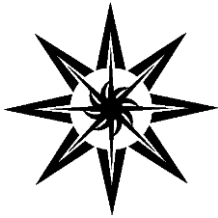
I'll get right to it. We want this sidewalk. Badly. Nall is not a pleasant/safe/easy street to cross and currently that is our only option if we want to walk from our property without walking on neighbors lawns (and eliciting dirty looks from them). Many walkers/runners do cross across our lawn wondering why there isn't already a sidewalk. Fine with us, but another indicator there should be a sidewalk. There are some obstacles, trees, light posts, even some flowers we've planted. We can cut down/transplant them if needed. We really want a sidewalk. Wait, I'm going to have to shovel it in the winter. Hmm. Nope, still want the sidewalk.

And as for the stone wall to the south, my \$0.02 is bulldoze it and add sidewalk there too. Then I can walk my daughters to Briarwood without meandering through Corinth Hills.

If you have any follow up questions please feel free to reply. We lead busy lives lately (who doesn't) but I'll do my best to give feedback.

One question: will Nall get bike lanes like it has south of 83rd? Just curious.

Thanks,
XXXXXXX



COU2021-89: Consider Approval of the 2022 Fee Schedule

RECOMMENDATION

Make a motion to approve the 2022 Fee Schedule as presented.

BACKGROUND

An assessment of all City fees is conducted by City staff each year in order to ensure a single, comprehensive list of fees that accurately reflects what the City charges for services. Attached is the proposed 2022 fee schedule.

The most significant changes to the 2022 fee schedule are related to building permits. The building permit fees have not been increased since 2016. Staff conducted a thorough analysis of area cities permit fees and found that the City’s current permit fees are significantly lower than many other municipalities in Johnson County. In addition, the City budgets approximately \$500,000 annually for the total cost of the building official, two building inspectors, and two support specialists; however, the building permit revenue generated totaled \$438,349 in 2020. It is best practice that the revenue generated from building permits and plan reviews should cover the cost of these positions and the associated training, supplies, and equipment needed to support these positions. For these reasons, staff is recommending an adjustment to the building permit fees to be more in line with the fees in other communities and to cover the cost of operations for the department. The adjustment in fees would result in the permit fee for a 3,500 square foot house at a value of \$500,000 increasing from \$1,843.68 under the current fee structure to \$2,995.00 under the new proposed fee structure. The chart below uses this same example to show the cost of the permit fee in other area communities:

Permit Cost for a 3,500 square foot house at a value of \$500,000						
City	Building Permit Fee	Plan Review Fee	Total	Demolition Fee	Contractor License	
Lenexa	\$ 1,395.00	\$ 279.00	\$ 1,674.00	\$ 140.00	\$ 87.00	
Olathe	\$ 1,540.00	\$ 231.00	\$ 1,771.00	\$ 100.00	\$ -	
Overland Park	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 50.00	\$ -	
Prairie Village (current)	\$ 1,603.20	\$ 240.48	\$ 1,843.68	\$ 100.00	\$ 65.00	
Prairie Village (proposed)	\$ 2,895.00	\$ 100.00	\$ 2,995.00	\$ 275.00	\$ 75.00	
Mission	\$ 2,895.00	\$ 50.00	\$ 2,945.00	\$ 275.50	\$ -	
Johnson County	\$ 2,895.00	\$ 50.00	\$ 2,945.00	\$ 275.50	\$ 225.00	
Merriam	\$ 3,238.50	\$ -	\$ 3,238.50	\$ 251.25	\$ 90.00	
Shawnee	\$ 2,282.00	\$ 1,483.30	\$ 3,765.30	\$ 60.00	\$ 125.00	
Leawood			\$ 4,300.00	\$ 100.00	\$ 60.00	

Other proposed changes to the permit fees include creating a new fee of \$25.00 per hour for preliminary plan review, changing the permit fee for solar panels to be free instead of based on the value of the work to encourage more solar panel installations, increasing the residential demolition fee from \$100 to \$275, increasing the commercial demolition fee from \$200 to \$500, increasing the contractor’s license

fee from \$65.00 to \$75.00, and instituting a new \$5.00 technology fee on all permits to help offset the annual cost of the permit and licensing software that will be implemented in 2022.

Other fee changes for 2022 include an increase to annual solid waste services (from \$218 to \$227), daily jail fee (from \$65 to \$75), and finger print fee (from \$5 to \$10 per card).

ATTACHMENTS

Proposed 2022 Fee Schedule

PREPARED BY

Adam Geffert

City Clerk

Date: November 30, 2021

Prairie Village Fee Schedule - 2022			
Type of Fee	Current Fee	Proposed 2022 Fee	Code Reference / Adoption Date
<u>LICENSES</u>			
Administrative	SEE SCHEDULE 1 - based on square footage		PVMC 5-106 - 06/04/12
Retail	SEE SCHEDULE 1 - based on square footage		PVMC 5-106 - 06/04/12
Massage Therapy	\$40.00		PVMC 5-504 - 09/8/09
Family Daycare	\$40.00		PVMC 19.34.015 - 07/21/08
Home Occupation	\$52.00		PVMC 5-106 - 06/04/12
Non-domiciled/Contractor	\$65.00	\$75.00	PVMC 5-106 - 01/01/22
Tree Trimmer	\$67.00		PVMC 5-106 - 06/04/12
Pesticide	\$67.00		PVMC 5-106 - 06/04/12
Rental Houses	\$77.00		PVMC 5-107 - 06/04/12
Apartments	\$.01 per sq. foot (\$75 minimum)		Council Action - 08/18/08
Tow License	\$250 (Initial)		Council Action - 06/21/10
Tow License Renewal Fee	\$100.00		Council Action - 06/21/10
Solid Waste License			
Comercial	\$125.00		PVMC 15-313 - 08/18/08
Residential	\$60.00		PVMC 15-313 - 08/18/08
Additional (Per Truck)	\$30.00		PVMC 15-313 - 08/18/08
Liquor License	\$600.00		Council Action - 07/05/11
Drinking Establishment License	\$500.00		Council Action - 07/05/11
Solicitation Permit Fee	\$12.00/Solicitor/day		PVMC 5-204 - 8/18/2008
<u>SOLID WASTE</u>			
Solid Waste Exemption Fee per Household	\$6.43		Council Action - 06/21/10
Solid Waste Services	\$218 annually	\$227 annually	Council Action - 07/19/21
<u>ADULT ENTERTAINMENT LICENSES</u>			
Adult Entertainment - Business	\$250.00		PVMC 5-604 - 05/16/94
Adult Entertainment - Manager	\$20.00		PVMC 5-604 - 05/16/94
Adult Entertainment - License	\$20.00		PVMC 5-604 - 05/16/94
Adult Entertainment - Server	\$20.00		PVMC 5-604 - 05/16/94
<u>AMUSEMENT DEVICES</u>			
Arcade License	\$350 per device		PVMC 5-304 - 09/03/91
Distributor	\$210 + device fees		PVMC 5-304 - 09/03/91
<u>TELECABLE APPLICATION FEE</u>	\$9,600.00		Council Action - 06/19/00
<u>TELECOMMUNICATION APPLICATION FEE</u>	\$1,000.00		Council Action - 03/15/04
<u>SMALL CELL FRANCHISE FEE - WIRELESS INFRASTRUCTURE PROVIDER</u>	5% Gross Receipts		Council Action - 02/20/18
<u>FRANCHISE FEE - WIRELESS SERVICES PROVIDER</u>	\$25 per pole annually		Council Action - 02/20/18
<u>POLE ATTACHMENT FEE</u>	\$45 per pole/antenna per month		Council Action - 02/20/18
<u>FIREWORKS PERMIT</u>	\$10.00		PVMC 7-233 - 01/21/14
<u>SECURITY POLICE</u>			
Service/Company License	\$100.00		PVMC 5-404 - 08/18/08
Agent Fee	\$25.00		
<u>INFORMATION</u>			

Records/Copies	\$.50 per page		Council Policy 035 - 07/16/01
* Single-sided for the first 10 pages and \$0.10 per page thereafter			
** Staff review and preparation time at hourly salary			
Records/Copies on CD or Disk	\$1.00 Per Document		Council Authorization - 02/05/07
Inspection of Records	\$15 per hour *		Council Policy 035 - 07/16/01
*The City will charge the individual employee hourly rate for the copying of requests for more than ten pages. If a records custodian is required to inspect the records to ensure the City abides by the Kansas Open Records Act, a charge based on the per hour employee salary rate of the custodian will also be assessed to the requester.			
PD Report Copies	\$5.00 per report		Council Policy 035-10 - 08/18/08
Pages over 10	\$.50 per page		
Retrieval and copying of PD in-car video	\$25.00		Council Authorization - 12/17/01
Retrieval and copying of police audio	\$50.00		Council Authorization - 12/20/99
Copies of records to disk	\$2.50/disc + staff time		Council Policy 035 - 05/19/97
Processing of PD Film (for non-governmental entities, at the off-duty contractual rate set by City Council.)	*Fee to equal film processing cost incurred by department plus staff time, calculated at the off-duty contractual rate set by City Council		Council Authorization - 11/17/03
Retrieval and copying of PD body-worn camera video	\$25.00		
Purchase of Zoning Regulations	\$30.00		Council Authorization - 01/18/99
Purchase of Comprehensive Plan	\$25.00		Council Authorization - 04/02/07
Volume 1	\$24.71		
Volume 2	\$21.75		
Purchase of Municipal Code	\$.50 per page		Council Authorization - 01/18/99
OFF-DUTY CONTRACTUAL POLICE SERVICES	\$46.53 per hr		Council Authorization - 02/04/13
COURT APPOINTED ATTORNEY FEE	\$90.00		Council Authorization - 06/15/09
JAIL FEE	\$65 per day	\$75 per day	Municipal Court Administrative Order 20-002
KS JUDICIAL BRANCH EDUCATIONAL FUND FEE	\$1.00		Municipal Court Administrative Order 20-002
COURT COSTS & LAW ENFORCEMENT TRAINING CENTER FUND	\$20.00		Council Authorization - 06/18/12
FINGER PRINT FEE	\$5.00 per card	\$10.00 per card	Municipal Court Administrative Order 20-002
POLICE-ORDERED TOWING FEES			
Hookup	\$95.00		Council Authorization - 06/21/10
Mileage (per mile)	\$4.00		Council Authorization - 06/21/10
Outside storage (per 24 hrs)	\$25.00/day		Council Authorization - 06/21/10
Inside storage (per 24 hrs)	\$30.00/day		Council Authorization - 06/21/10
Dolly Fee (flat rate)	\$45.00		Council Authorization - 06/21/10
Winching fee (per hour)	\$105.00		Council Authorization - 06/21/10
SHORT TERM SPECIAL USE PERMIT	\$25.00*		PVMC 16.20.030 - 04/18/05
*Exempted Prairie Village Governing Body, City Committees Homes Associations for the City, Other City, County, State and Federal Governmental Agencies and non-profit organizations with a 501c(3)			

ANIMALS			
Administrative Appeal - Animals			
Filing Fee	\$10.00		PVMC 2-125 - 09/03/91
Dangerous animal permit	\$100.00		PVMC 2-107 - 09/21/17
Potentially dangerous animal permit	\$100.00		PVMC 2-107 - 09/21/17
Animal license per animal			
Initial or one-year renewal			
Neutered	\$6.00 (\$3.00 late fee per month)		PVMC 2-111 - 10/02/17
Non-neutered	\$25.00 (\$3.00 late fee per month)		PVMC 2-111 - 10/02/17
Initial or two-year renewal			
Neutered	\$10.00 (\$3.00 late fee per month)		PVMC 2-111 - 10/02/17
Non-neutered	\$45.00 (\$3.00 late fee per month)		PVMC 2-111 - 10/02/17
Initial or three-year renewal			
Neutered	\$15.00 (\$3.00 late fee per month)		PVMC 2-111 - 10/02/17
Non-neutered	\$70.00 (\$3.00 late fee per month)		PVMC 2-111 - 10/02/17
Replacement tags	\$.50 EACH		
*Boarding Fees	\$65.00 first day, \$25.00 per day after		Per contract with Animal Medical Center
(*plus assessed vet fees)			
GRASS/WEED/TREE ABATEMENT			
	10% administrative fee, plus publishing fee and cost of abatement		PVMC 8-204 - 09/03/13
PLANNING COMMISSION AND BOARD OF ZONING APPEALS			
Residential Site Plan approval	\$100.00 application fee		PVMC 19.32.015
Commercial Site Plan approval	\$100.00 application fee and \$500.00 deposit		PVMC 19.32.015
Conditional Use Permit/Temporary commercial use	\$100.00 application fee and \$500.00 deposit		PVMC 19.30.025—12/7/09
Preliminary Development Plan (mixed use/plan)	\$150.00 application fee and \$500.00 deposit		PVMC 16.20.050—12/7/09
Final Development Plan (mixed use/planned)	\$150.00 application fee and \$500.00 deposit		PVMC 16.20.050—12/7/09
Preliminary Plat	\$150.00 application fee and \$500.00 deposit		PVMC 18.08.030—12/7/09
Final Plat	\$150.00 application fee and \$500.00 deposit		PVMC 18.08.030—12/7/09
Residential Building Line Modification/Elevation Change	\$100.00 application fee		PVMC 16.20.050—12/7/09
Rezoning	\$100.00 application fee and \$500.00 deposit		PVMC 16-404 (Ord 1671 and Ord 1813)
Sign standards/new monument sign	\$100.00 application fee and \$500.00 deposit		PVMC 19.40.030—12/07/09
Special Use Permit	\$100.00 application fee and \$500.00 deposit		PVMC 19.28.015—12/7/09
Variance	\$75.00 application fee		PVMC 16-401 (Ord. 1673) 12/7/09
Appeals of zoning code	\$75.00 application fee		PVMC 19.44.030--2/6/89
Lot split	\$100.00 application fee and \$500.00 deposit		PVMC 18.08.030—12/7/09
BUILDING PERMITS*			
\$1 - \$500	\$31.25	\$22.00	Effective 01/01/2022
\$501 - \$2,000	\$31.25 for first \$500 plus \$1.88 for each additional \$100 or fraction thereof	\$22.00 for first \$500 plus \$2.75 for each additional \$100 or fraction thereof	Effective 01/01/2022
\$2,001 - \$25,000	\$59.38 for first \$2,000 plus \$6.25 for each additional \$1,000 or fraction thereof	\$63.00 for first \$2,000 plus \$12.50 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$25,001 - \$50,000	\$203.13 for first \$25,000 plus \$4.38 for each additional \$1,000 or fraction thereof	\$352.00 for first \$25,000 plus \$9.00 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$50,001 - \$100,000	\$312.50 for first \$50,000 plus \$3.13 for each additional \$1,000 or fraction thereof	\$580.00 for first \$50,000 plus \$6.25 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$100,001 - \$500,000	\$481.25 for first \$100,000 plus \$2.81 for each additional \$1,000 or fraction thereof	\$895.00 for first \$100,000 plus \$5.00 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$500,001 - \$1,000,000	\$1,606.25 for first \$500,000 plus \$2.50 for each additional \$1,000 or fraction thereof	\$2,855.00 for first \$500,000 plus \$4.25 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$1,000,000 and up	\$2,851.25 for first \$1,000,000 plus \$2.50 for each additional \$1,000 or fraction thereof	\$4,955.00 for first \$1,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
<i>*Value of Work is determined by Building Official during plan review based on the latest Building Valuation Data available published by the ICC</i>			
Fixed Fees			
Residential decks	\$40.00		Effective 11/30/2016
Retaining wall	\$45.00		Effective 11/30/2016
New footing/foundation	\$55.00		Effective 11/30/2016
Foundation repair	\$30.00		Effective 11/30/2016
Lawn irrigation	\$30.00		Effective 11/30/2016

Residential re-roof (1 and 2 family)	\$45.00		Effective 11/30/2016
Commercial re-roof	based on valuation		Effective 11/30/2016
Pool demolition	\$50.00		Effective 11/30/2016
Interior demo residential	\$50.00		Effective 11/30/2016
Demolition/residential	\$100.00	\$275.00	Effective 01/01/2022
Demolition/commercial	\$200.00	\$500.00	Effective 01/01/2022
Commercial tennis bubble	\$50.00		Effective 11/30/2016
Shed	\$25.00		Effective 11/30/2016
Solar Panels	n/a	\$0.00	Effective 01/01/2022
Fence	\$45.00		Effective 11/30/2016
Spas/hot tub	\$40.00		Effective 11/30/2016
Temporary CO	\$100.00		Effective 11/30/2016
Certificate of occupancy	\$20.00		Effective 11/30/2016
Plan Review			
Residential	15% of total building permit fee (\$25 min.)	\$100.00	Effective 01/01/2022
Commercial	65% of total building permit fee		Effective 11/30/2016
Residential - Addendum		\$50.00	Effective 01/01/2022
Commercial - Addendum		\$250.00	Effective 01/01/2022
Preliminary Plan Review		\$25.00 per hour	Effective 01/01/2022
Miscellaneous Fees			
Moving structure	\$100 plus City costs, if applicable		Effective 11/30/2016
After-hours inspection fee	\$50 per hour, minimum 2 hours		Effective 11/30/2016
Re-inspection fee	\$75 each		Effective 11/30/2016
Plan printing	\$4.00 per page	\$10.00 per page	Effective 01/01/2022
Technology fee (for all permits)	n/a	\$5.00	Effective 01/01/2022



Discuss the 2022 Legislative Platform

ACTION NEEDED

Provide direction to staff through motions and votes on what changes the Council would like to make for the 2022 Legislative Platform.

BACKGROUND

Each year the City Council discusses and adopts a legislative platform, which establishes the City's legislative priorities for the upcoming legislative session. This document is shared and discussed with local, state, and federal elected officials who represent Prairie Village. It is also used by staff and the City's lobbyist when determining whether the City should submit testimony on legislation.

The previous 2021 Legislative Platform is attached for the Council's review. In 2021, the Council changed the format of the platform, which included endorsing the League's Statement of Municipal Policy and then identifying the top priorities of the City in an additional document. Staff asked our lobbyists at LGR to make recommendations for the changes for the 2022 platform. We also asked the City Council to individually send any requested changes for 2022 so that we could incorporate them into the council packet for review prior to the meeting. The recommended changes we received are summarized below.

- From LGR: Remove or revise the section on "Internet Sales Tax Collection." This provision passed as part of the tax cut bill during the 2021 session. Further information attached.
- From LGR: Remove or revise the section on "Tax Lid Repeal." SB 13 passed during the 2021 Session and instituted new notification and hearing requirements for taxing jurisdictions, while also repealing the tax lid.
- From LGR: Consider adding a new section on "Sales Tax on Food" to include that the Governor's plan to remove sales tax on food should not impact the local sales tax revenue in any way.
- From Inga Selders: Add "Legalization of Marijuana" as one of the top priorities for Prairie Village with the following wording: "We support the legalization of marijuana and its derivatives for the purpose of improving the quality of life for individuals with medical conditions that can benefit from its use. We support the legalization of marijuana because racial disparities in marijuana enforcement are widespread and longstanding. Legalizing marijuana would correct these disparities. We support the legalization of marijuana because taxes generated from legal sales will boost our economy, fund public programs, and create new jobs. We support the legalization of marijuana because it would free up police resources and end costly enforcement.
- From Ron Nelson: Revise the "Tax Lid Repeal" section to say the following: "We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties ~~and urge the repeal of the property tax lid legislation passed during the 2015 session and revised in the 2016 session of the Kansas Legislature.~~ We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. ~~We note that these same taxing and spending limits on cities and counties were not placed on state government.~~ State government should abide by the same taxing and spending decisions ~~as they impose on cities and counties. Absent repeal, the state imposed tax lid on local governments should be modified to require a public vote based on a protest petition provision.~~ Additionally, the Kansas Legislature should review ~~and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law, such as human resources costs, KPERS, intellectual and developmental disabilities costs, transit equipment, and mental health services, among other items.~~ Further, the Kansas Legislature should review and consider amending the current statute to include a "hold harmless" provision

~~that would allow local governments to lower property tax rates, and within the subsequent five years, return the property tax rate to prior level if necessary.~~

- From Ron Nelson - consider returning to the City's individual priority statement as we had it before 2021 (instead of endorsing the League's Statement on Municipal Policy).
- From Ron Nelson - Revise the "Tax Policy" section to say "The Legislature should address the replacement for the tax lid that was passed in 2021 that intentionally confuses the electorate and causes additional intended problems with taxing policy. The law should return to what it was before the 2021 Legislative change and to the state it was before the tax lid was imposed in 2016 and 2014.
- From Greg Shelton - Revise the tax lid section to more specifically reference the revenue neutral rate.
- From Greg Shelton - Revise the "Addressing the Climate Crisis as a Public Policy Priority" to say the following: We believe that climate change poses a global economic, social, and public safety crisis. We support policy makers at all levels of government elevating sustainability and decarbonization, ~~carbon emission reduction,~~ ~~and carbon capture~~ to be included among the top line of policy priorities.
- From Greg Shelton - Revise the "Local Control" section as follows "Our local communities across the state are best served and residents' values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community. This includes matters dealing with public health and safety, such as local health orders and the ability to govern possession of firearms in public spaces in the interest of community safety.
- From Mayor Mikkelson - Add "Support for Medicinal Cannabis Legalization" to the priority list
- From Mayor Mikkelson - Add language to the "Tax Policy and Dark Store Theory" section about avoiding tax-eroding schemes, like exemptions for private health clubs.
- From Mayor Mikkelson - Add "Sales Tax on Food" section that includes language about supporting the reduction of the state portion of the sales tax on food while not impacting the local sales tax portion.
- From Mayor Mikkelson - Add "Federal Funds" section that includes fair, transparent, and equitable distribution of State and County portions of Federal ARPA and infrastructure monies amongst cities from recent new funding bills passed in D.C.
- From Mayor Mikkelson - Add support for cost-of-living adjustments and new construction escalators to "revenue-neutral" rate law enacted in 2021.
- From Mayor Mikkelson - Add a new section on "Housing" that encourages leveraging state/federal/county resources and tracking legislation that may affect housing options and affordability in Prairie Village.

ATTACHMENTS

2021 Prairie Village Legislative Platform

2022 Requested Changes from LGR, Councilmembers, and Mayor

2022 Statement of Municipal Policy from the League of Kansas Municipalities

PREPARED BY

Jamie Robichaud

Deputy City Administrator

Date: December 2, 2021

CITY OF PRAIRIE VILLAGE

2021 LEGISLATIVE PRIORITIES



WWW.PVKANSAS.COM

The City of Prairie Village endorses the League of Kansas Municipalities 2021 Statement of Municipal Policy. In addition, the following topics are the top legislative priorities for the City of Prairie Village in 2021:

2021 LEGISLATIVE PRIORITIES

NON-DISCRIMINATION

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

TAX POLICY & DARK STORE THEORY

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

TAX LID REPEAL

We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties and urge the repeal of the property tax lid legislation passed during the 2015 session and revised in the 2016 session of the Kansas Legislature. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. We note that these same taxing and spending limits on cities and counties were not placed on state government. State government should abide by the same taxing and spending decisions as they impose upon cities and counties. Absent repeal, the state-imposed tax lid on local governments should be modified to require a public vote based on a protest petition provision. Additionally, the Kansas Legislature should review and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law, such as human resources costs, KPERS, intellectual and development disabilities costs, transit equipment, and mental health services, among other items. Further, the Kansas Legislature should review and consider amending the current statute to include a "hold harmless" provision that would allow local governments to lower property tax rates, and within the subsequent five years, return the property tax rate to prior level if necessary.

ADDRESSING THE CLIMATE CRISIS AS A PUBLIC POLICY PRIORITY

We believe that climate change poses a global economic, social, and public safety crisis. We support policy makers at all levels of government elevating sustainability, carbon emission reduction, and carbon capture to be included among the top line of policy priorities.

INTERNET SALES TAX COLLECTIONS

The inability of governments to collect local option sales or compensating use tax on remote sales continues to erode a viable and fair revenue source. The League supports state legislation establishing a program to help the state collect state and local sales and compensating use taxes due from in-state purchasers. Remitted taxes should be distributed using existing methods/formulas for the state and local governments. The City further supports the adoption of the safe harbor provisions as used by South Dakota to ensure constitutional compliance with the recent U.S. Supreme Court decision in South Dakota v. Wayfair, Inc et al,

STATE FUNDING OF PUBLIC EDUCATION

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

LOCAL CONTROL

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



CITY OF PRAIRIE VILLAGE
7700 MISSION ROAD
PRAIRIE VILLAGE, KANSAS 66208
913-381-6464

WWW.PVKANSAS.COM

Jamie Robichaud

From: Inga Selders
Sent: Monday, November 22, 2021 10:04 AM
To: Jamie Robichaud
Subject: Re: 2022 PV Legislative Platform

This is an EXTERNAL email. Please use caution. DO NOT open attachments or click links in unexpected emails or from unknown senders.

Hi Jamie,

I would like to once again have "legalization of marijuana" listed for discussion as one of our top priorities for Prairie Village. Below is the same wording I used for 2021 which I am comfortable submitting this time around as well.

Legalization of Marijuana

We support the legalization of marijuana and its derivatives for the purpose of improving the quality of life for individuals with medical conditions that can benefit from its use. We support the legalization of marijuana because racial disparities in marijuana enforcement are widespread and longstanding. Legalizing marijuana would correct these disparities. We support the legalization of marijuana because taxes generated from legal sales will boost our economy, fund public programs, and create new jobs. We support the legalization of marijuana because it would free up police resources and end costly enforcement.

Thanks!
Inga

On Mon, Nov 22, 2021 at 8:52 AM Jamie Robichaud <jrobichaud@pvkansas.com> wrote:

Good morning Mayor and Council,

Attached is the 2021 Legislative Platform. The 2022 legislative platform will be on the Committee of the Whole agenda on December 6. Each year, we send this to you so that you can send any requested revisions or additions to me ahead of time. This will ensure that all suggested changes are included in the council packet. This helps inform the discussion and avoid confusion during the meeting when revisions are made.

You may recall that last year we changed how we do our annual legislative platform to endorse the League of Kansas Municipalities' annual Statement of Municipal Policy, and then the council highlighted the top priorities of the City either from that statement or our own priorities specific to Prairie Village.

The League's 2022 Statement of Municipal Policy can be viewed here:
www.lkm.org/resource/resmgr/files/legislative/REV_Statement_of_Municipal_P.pdf.

Jamie Robichaud

From: Ron Nelson
Sent: Tuesday, November 23, 2021 10:04 AM
To: Jamie Robichaud
Subject: Re: 2022 PV Legislative Platform
Attachments: 2022 FINAL DRAFT - 2021 Legislative Platform with LKM Platform-RWN Changes.pdf

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Jamie.

I've attached some of the edits to last year's legislative policy — primarily striking language that isn't applicable any longer. I also think we should return to our individual legislative priority statement as we had it before 2021. One addition to that on tax policy is to address the replacement for the tax lid that was passed last year that intentionally confuses the electorate and causes additional intended problems with taxing policy. The law should return to what it was before the 2021 Legislative change and to the state it was before the tax lid was imposed in 2016 and 2014.

Ronald (Ron) W Nelson
Prairie Village (Kansas) City Council, Ward 2
T: (913) 602-9003
E: ron@ronaldnelson.com

On Nov 22, 2021, at 8:51 AM, Jamie Robichaud <jrobichaud@pvkansas.com> wrote:

Good morning Mayor and Council,

Attached is the 2021 Legislative Platform. The 2022 legislative platform will be on the Committee of the Whole agenda on December 6. Each year, we send this to you so that you can send any requested revisions or additions to me ahead of time. This will ensure that all suggested changes are included in the council packet. This helps inform the discussion and avoid confusion during the meeting when revisions are made.

You may recall that last year we changed how we do our annual legislative platform to endorse the League of Kansas Municipalities' annual Statement of Municipal Policy, and then the council highlighted the top priorities of the City either from that statement or our own priorities specific to Prairie Village.

The League's 2022 Statement of Municipal Policy can be viewed here:www.lkm.org/resource/resmgr/files/legislative/REV_Statement_of_Municipal_P.pdf.

If you have any requested revisions, please send those to me by December 1 so we can include them in the December 6 council packet.

Staff will also be working on recommendations in conjunction with the City's lobbyists.

Jamie Robichaud

From: Greg Shelton
Sent: Wednesday, December 1, 2021 9:56 AM
To: Jamie Robichaud
Subject: Re: 2022 PV Legislative Platform
Attachments: FINAL DRAFT - 2021 Legislative Platform with LKM Platform Attached.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This is an EXTERNAL email. Please use caution. DO NOT open attachments or click links in unexpected emails or from unknown senders.

Hi Jamie,

I've added a couple comments/suggestions in the attached PDF, so let me know if you're able to see those. Also, regarding the tax lid, should that be updated to more specifically reference the revenue neutral rate, or is this basically semantics?

Thank you,
Greg

On Tue, Nov 30, 2021 at 1:30 PM Jamie Robichaud <jrobichaud@pvkansas.com> wrote:

Hi everyone,

Just a reminder if you haven't already done so to send me your requested revisions for the 2022 legislative platform. I will be finalizing the documents for the agenda packet this afternoon and tomorrow morning.

Thanks!

Jamie Robichaud

Deputy City Administrator

City of Prairie Village

7700 Mission Road | Prairie Village, KS 66208

jrobichaud@pvkansas.com | 913-385-4601

Jamie Robichaud

From: Eric Mikkelson
Sent: Tuesday, November 30, 2021 3:50 PM
To: Jamie Robichaud
Cc: Stuart Little; Mallory Lutz
Subject: Re: 2022 PV Legislative Platform

Follow Up Flag: Follow up
Flag Status: Flagged

Jamie,

Stuart and Mallory can help with the specifics but for discussion let's include placeholders for:

Support for medicinal cannabis legalization
Opposition to various property tax-eroding schemes like exemptions for private health clubs, dark store theory etc
Support for reduction of state portion (not local portion) of sales tax on food
Fair, transparent and equitable distribution of State and County portions of Federal ARPA and Infrastructure monies amongst cities from recent new funding bills passed in DC
Support for COLA and new construction escalators to "revenue-neutral" rate new law enacted last year

Some of these may already be in there.

Stuart what did I miss from our lunch yesterday?

Thanks,

-Eric

Eric Mikkelson

Mayor, City of Prairie Village
7700 Mission Road | Prairie Village, KS 66208
mayor@pvkansas.com | 913-381-6464

From: Jamie Robichaud
Sent: Tuesday, November 30, 2021 1:30:19 PM
To: Eric Mikkelson
Cc: Stuart Little; Mallory Lutz
Subject: RE: 2022 PV Legislative Platform

Hi everyone,

Just a reminder if you haven't already done so to send me your requested revisions for the 2022 legislative platform. I will be finalizing the documents for the agenda packet this afternoon and tomorrow morning.



2022 Statement of Municipal Policy

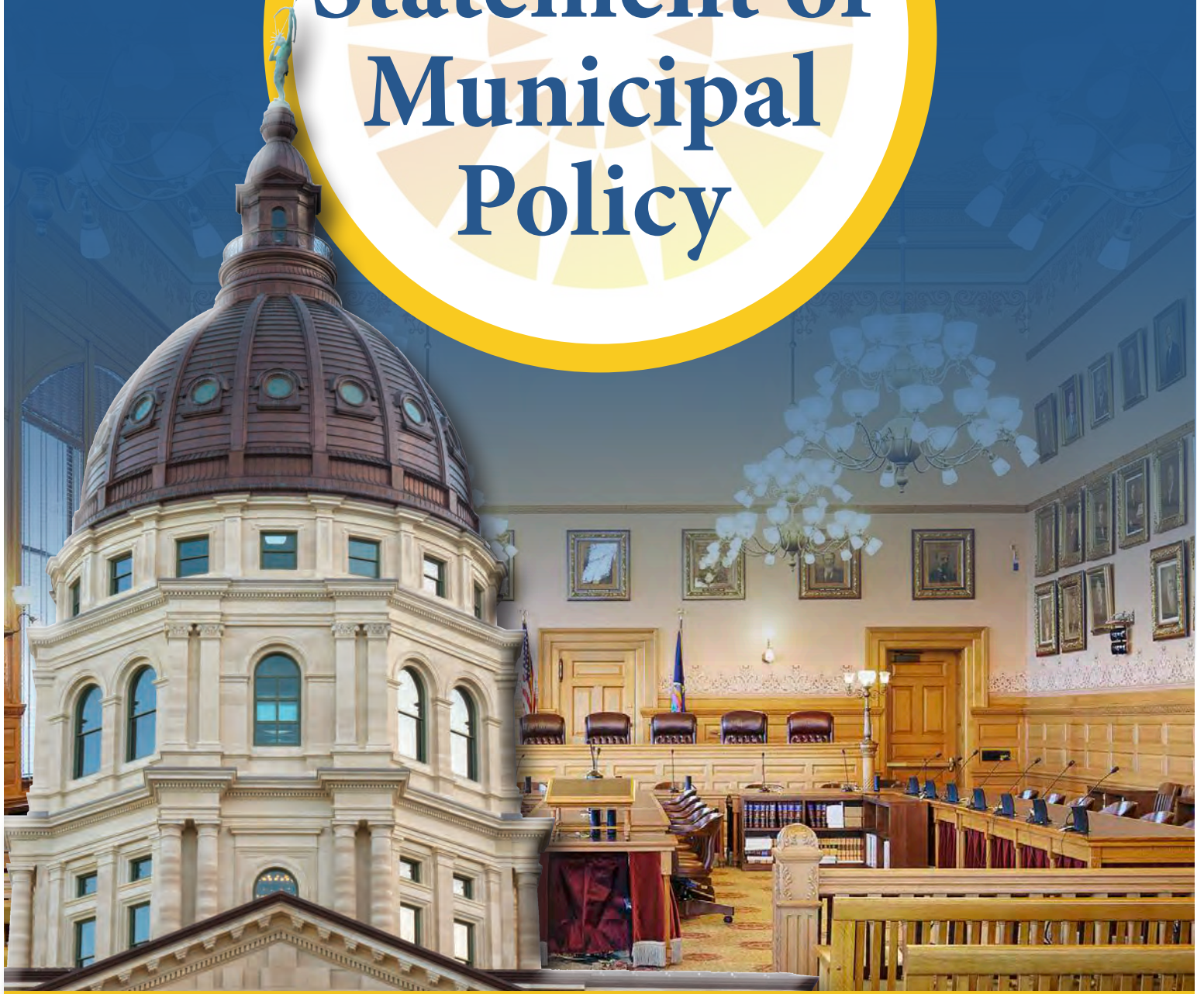


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Mission Statement

The mission of the League shall be to strengthen and advocate for the interests of the cities of Kansas to advance the general welfare and promote the quality of life of the people who live within our cities.

GOVERNING BODY



President
Jason Jones
Councilmember, Hesston



Vice President
David McDaniel
Mayor, Ellis

Immediate Past President

Sara Caylor, Mayor, Ottawa

Past Presidents

Mike Boehm, Mayor, Lenexa
Carl Gerlach, Mayor, Overland Park
Daron Hall, City Manager, Pittsburg
John McTaggart, Mayor, Edwardsville
Terry Somers, Mayor, Mount Hope

Directors

David Alvey, Mayor, Unified Government of
Wyandotte County/Kansas City
Thomas Brown, Mayor, McPherson
Roy Cessna, Mayor, Garden City
Michelle De La Isla, Mayor, Topeka
Mark Govea, Mayor, Osawatomie
Ty Lasher, City Manager, Bel Aire
Christy Pyatt, City Clerk, Greensburg
Troy Tabor, Council President, Andover
Toni Wheeler, City Attorney, Lawrence
Brandon Whipple, Mayor, Wichita
J. Michael Wilkes, City Manager, Olathe

Executive Director

Erik Sartorius

ABOUT THE LEAGUE

Supporting Kansas Cities



The League of Kansas Municipalities is a membership association that advocates on behalf of cities, offers training and guidance to city appointed and elected officials, and has a clear purpose of strengthening Kansas communities. Since 1910, the League has been a resource for cities across Kansas and has acted as a body to share ideas, facilitate communication between members and provide information on best practices in city operations.



LEGISLATIVE PRIORITIES

The prosperity of the State of Kansas is absolutely dependent upon the prosperity of our cities. Over 83% of Kansans live in an incorporated city. In an effort to promote healthy and sustainable communities, the elected and appointed city officials of Kansas hereby establish the following as our legislative priorities for 2022:



HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

GOVERNMENT COMPETITION. Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

PROPERTY TAXES. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent, and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work on making government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

FINANCE & TAXATION

An adequate source of revenue is necessary to fund the essential services of city government. Each city is unique in both services provided and the ability to pay for such services; maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services.

TAX/SPENDING LID. Local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

TAX POLICY. The League supports the long-established philosophy of balancing revenue from income, sales, and property taxes to assure the fiscal ability of the state and local governments to provide the services citizens want and need. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes.

PROPERTY TAXES. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work to make government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

PROPERTY TAX EXEMPTIONS. We support a broad tax base and believe the existing property tax base should be protected. We encourage the legislature to resist any proposal to further exempt any specific property classification from taxation, including industry-specific exemptions. We support the current statutory definition of machinery and equipment and the exemption should not be expanded. The legislature should actively review existing exemptions to determine if they should continue or be repealed.

PROPERTY VALUATION. We support appraisals based on fair-market value as historically used in Kansas. We oppose caps in property valuations as unconstitutional and inequitable.

LAVTR. The state legislature, as required by Kansas statutes, should help to relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program.

TAXES PAID UNDER PROTEST. Due to the effect that taxes paid under protest and large property tax exemptions can have on cities, the state and the county where the city is located should be required to notify cities when taxes, including compensating use and ad valorem taxes, are paid under protest or a large tax exemption is filed so that cities have accurate data when making budgetary decisions.

MANDATORY SPENDING. We oppose any law that requires a city spend a certain threshold to receive and maintain state dollars. All spending decisions should remain at the local level.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

SALES TAX. Kansas should have a broad sales tax on all goods and services. Cities should be able to impose voter-approved local sales taxes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.



ALTERNATIVE REVENUE SOURCES. Cities should be authorized to approve alternative revenue sources in order to maintain appropriate levels of funding for the health, safety and welfare of our citizens.

BUDGET TIMELINE. The current statutory framework for the adoption of municipal budgets makes it difficult for cities to plan for budgets that must be presented to governing bodies five months before the start of the fiscal year. We support legislation to allow the adoption of city budgets by November 30, while keeping the earlier statutory deadlines for certification of the amount of ad valorem tax revenue needed.

FINANCE POLICIES. Cities should be allowed to set financial policies in-line with bond rating requirements and other generally accepted best practices for municipal management.

EMS/HOSPITAL FUNDING. Municipal hospitals and emergency medical services (EMS) are challenged in meeting their communities' needs. We support the expansion of Medicaid in Kansas to allow such entities access to federal funding, helping cities maintain and provide critical services for their citizens. If the legislature fails to approve Medicaid Expansion, additional state funding needs to be made available to rural hospitals in order to retain businesses and their employees and sustain the health and lives of Kansans.

UNFUNDED MANDATES. We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

CITY AND COUNTY REVENUE SHARING. The State Legislature should fund existing city and county revenue sharing programs as required by Kansas statutes.

TELECOMMUNICATIONS TAXES. We support cities' continued ability to impose and collect taxes and fees on telecommunications providers.

FEDERAL LOAN PROGRAMS. We support changes to allow local governments to participate directly in federal loan programs.

BANKING AND INVESTMENT RESTRICTIONS. We support maximum banking and investment choices for local government. At a minimum, all cities, counties and school districts should have the same banking and investment authority the state has granted to itself.

LIBRARY FUNDING. We support Kansas statutes being modernized to reflect revenue neutral rate requirements when determining a public library's eligibility for state funding.



PUBLIC SAFETY

Cities play a critical role in the protection of the health and safety of the citizens of Kansas. Because mandated programs are costlier and less efficient, government at all levels should cooperate in the development of health and safety programs.

LAW ENFORCEMENT AND PUBLIC SAFETY. We believe cooperative efforts, rather than state and federal mandated requirements, are vital to the efficient and effective development of local law enforcement and public safety programs.

ASSET FORFEITURE. We support the use of asset forfeiture as an important component in reducing financial gains from criminal acts while providing civil due process. All assets forfeited, or the proceeds of the sale of the same, should remain with the local government that seizes the property.

MUNICIPAL COURT. Municipal courts serve a vital role protecting an individual's right to equal protection under the law following arrest or detainment. We support the local control of, and judicial authority of, municipal courts. All assessed court funds under a municipal court order, other than restitution collected and payable to a third party and state assessments paid under K.S.A. 12-4117, shall be retained by the local municipality. We support municipalities' ability to set appropriate fines and fees.

EMERGENCY 911 SERVICES. Cities and counties should maintain local control of the 911 system and the 911 tax should continue to include both wireline and wireless communications. We support legislation providing flexibility for local governments to utilize these funds to provide emergency services. 911 funds should not be diverted by the legislature for other uses.

EMERGENCY MANAGEMENT. Because cities play a crucial role in effective emergency management, implementation strategies must promote cooperative efforts between federal, state and local governments. Changes to the Emergency Management Act should consider the role of the city in responding to disasters.

MEDICAL CHARGES. The cost of health care services for prisoners and individuals in custody is a growing concern for cities. We strongly believe the first person responsible for the payment of medical costs should be the individuals in custody. Another needed change, to begin addressing these costs, is to clarify that the entity charging for a crime is responsible in the event those costs cannot be recovered. We support the pooling of resources between all state and local law enforcement agencies.

LAW ENFORCEMENT DISCRETION. We support local governments' discretion in establishing law enforcement vehicle pursuit policies and the ability of law enforcement officers to use discretion in determining when to make an arrest.

SERVICE ANIMAL FRAUD. We recognize the important role service animals play for the disabled community. The use of such animals is being tainted by service animal fraud. We support strengthening and redefining the crime of service animal fraud to disincentivize individuals from asserting their animal is a service animal in order avoid vicious animal, exotic, livestock, or breed-specific ordinances.





ALCOHOL & CMB REGULATION. We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments.

MEDICAL MARIJUANA. The legislature should carefully weigh the impact of medical marijuana on law enforcement and human resources. In addition, medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Also, cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and should not allow residential grow operations of any sort. In addition, Kansas should delay implementation to give time to study any issues that might result from the passage of medical marijuana legislation.

FIREARMS AND WEAPONS. We support the local regulation of firearms and weapons.

HOMELAND SECURITY. First responders at the local level serve as the front-line defense in the prevention and response to terrorism and other security risks. Local governments should be granted maximum flexibility and discretion over implementation of monies and strategies regarding homeland security.

REGULATION. Any regulation should balance the costs to the benefit of the regulation. Existing regulations that no longer pass this balancing test should be repealed.

CYBERSECURITY. Organizations of every size constantly face cyber-related incidents. We encourage the State to provide collaborative discussions, training programs, and feasibility studies for the impact of cyber-attacks on cities. Cities will use information provided by the state government to determine best practices and policies for municipal implementation.

SCRAP METAL. Cities are currently preempted from regulating scrap metal. We support a narrowing of this preemption so that cities can address issues at the local level.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

EXPANDED GAMING. If the state legislature authorizes expanded gaming, cities should receive funds to offset the impact, similar to agreements for other gaming that occurs in Kansas.



INFRASTRUCTURE

Cities construct, manage, operate and maintain numerous infrastructure components that provide a high quality of life. Infrastructure involving transportation, municipal utilities, energy services, and water and environmental structures are all dependent on the ability of local officials to self-determine what's appropriate for their own communities. This self-governance relies on the expectation of cooperation from the state government and full funding as required by law under current statutory programs from both the state and federal government.

TRANSPORTATION

CONNECTING LINKS. The State should maintain KDOT's funding for connecting link programs at the FY 2020 level for cities to provide for the maintenance of state highways within city limits. We support full funding of the City Connecting Link Improvement Program (CCLIP).

CITY-COUNTY HIGHWAY FUND. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. Such funding should include the transfer of fees from the registration of out-of-state commercial vehicles, as directed by K.S.A. 9-3425i. The proceeds from any increases to the motor fuel tax rates should be allocated in accordance with current statutory provisions.

COMPREHENSIVE TRANSPORTATION PROGRAM. We support full funding of the Eisenhower Legacy Transportation Program. We oppose any use of these funds to balance the State's General Fund budget. Any reduction in funding jeopardizes existing programs.

TRANSPORTATION SAFETY. The State should work in cooperation with local governments to continue to provide safe roads and bridges within Kansas. The State should focus on all users of the transportation systems and recognize that a system that is designed for use by pedestrians, bicycles, and vehicles is safer and more economically prosperous for all Kansans.

TRANSPORTATION MAINTENANCE. Because transportation infrastructure is critical to state and local development activities, we support the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding to support multimodal transportation networks, including for mass transit, biking, and walking infrastructure.

TRANSPORTATION DEVELOPMENT DISTRICTS. We support the continued ability of cities to establish transportation development districts to meet the economic development and transportation infrastructure needs in the community.

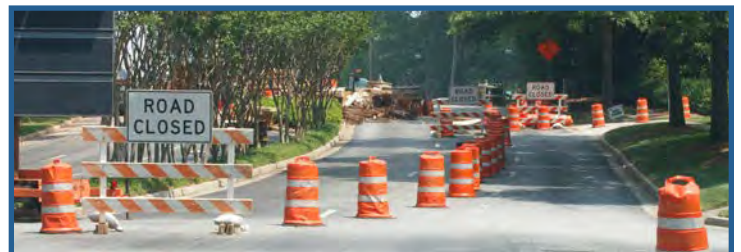
ELECTRIC CHARGING STATION INFRASTRUCTURE. We support the expansion of electric charging station infrastructure throughout the state in order to increase the pace of electric vehicle adoption and positively impact local communities.

AIRPORT FUNDING. We support the continued use of state economic development dollars (EDIF funds) to enhance airport facilities and services.

RECREATIONAL TRAILS. We support the development of recreational trails, including rails to trails, aquatic trails, and hike-and-bike on levee trails projects, and oppose any legislation that would make such development more burdensome or costly.

RAIL SERVICE. We support existing and enhanced passenger and freight rail service in Kansas and seek a strong partnership with the state and federal government to achieve meaningful improvements.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.



UTILITIES

BROADBAND. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband-related statutes must recognize the important role local governments play in such expansion and not remove important planning and right of way authority from local governments.

SERVICE TERRITORY. Municipalities must retain the authority to purchase, construct, or extend the infrastructure necessary to supply the cities and their inhabitants with public utilities, including electric services. We believe in the current statutory framework which allows cities' jurisdictional limits to change over time, due to the annexation of land, including land located within the service territory of another utility provider.

MUNICIPAL OPERATION. We support the ability of cities to operate municipal gas, water, electric, sewer, telecommunications, broadband, solid waste, stormwater or other utility services. We further support the ability of cities to set and control the rates for locally owned and operated utilities, and support the current defined service territory statutes.

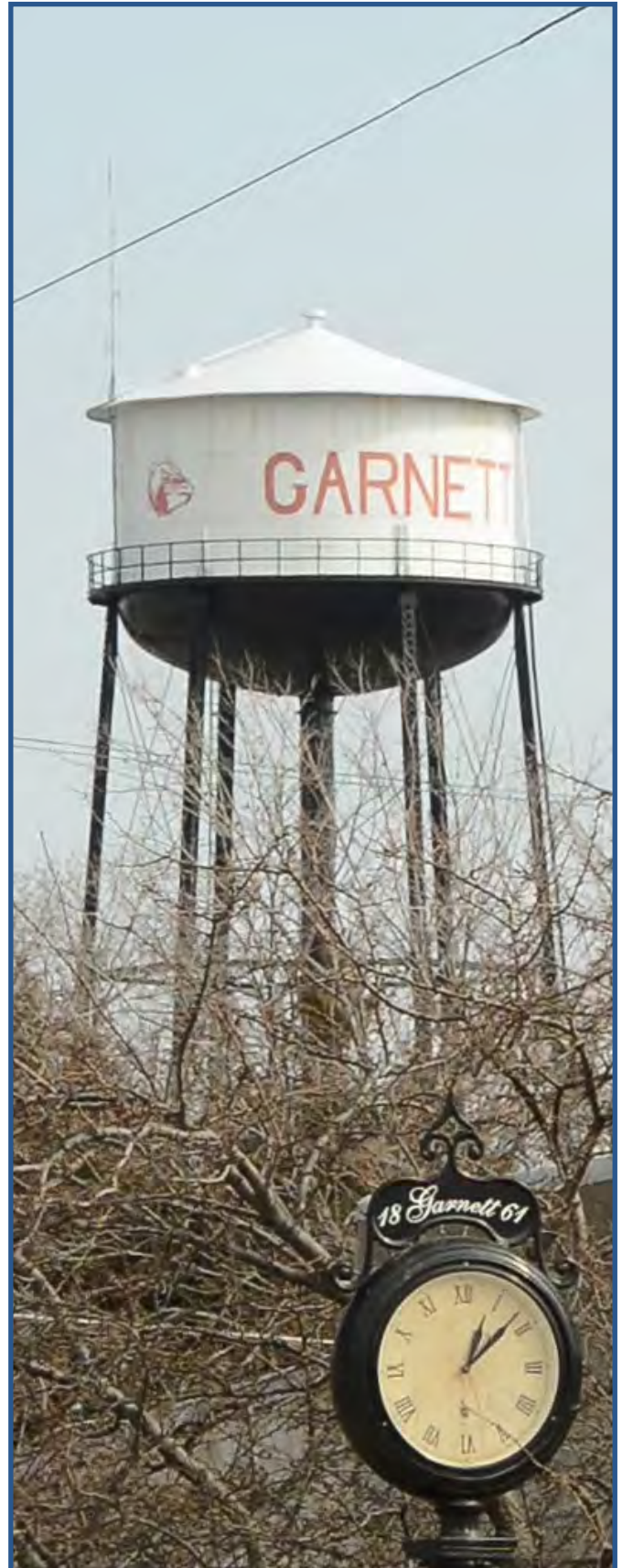
RIGHT OF FIRST REFUSAL. We support municipal utilities having the ability to invest in new electric/transmission projects in order to provide reliable, affordable service to local customers. We oppose efforts prohibiting competition for transmission projects in Kansas.

FRANCHISE AUTHORITY. We oppose any legislation restricting the current franchise authority for cities, including limits on franchise fees.

MANDATES. We oppose unfunded federal and state mandates regulating the operation of municipal gas, water, electric, sewer, telecommunications, solid waste, stormwater utilities or other utility services. Any mandates passed down to cities should not be imposed without a cost-benefit analysis and should be accompanied by appropriate funding. In addition, regulations should provide for a reasonable implementation schedule.

PUBLIC WATER SUPPLY SUPERVISION PROGRAM. We support changes to the statutory language increasing the funding stability for the Kansas Department of Health and Environment's Public Water Supply Supervision program. These changes must balance municipal cost concerns and recognize the state has a responsibility to contribute to these important public health matters. In addition, we recognize a need to update standards to meet federal clean drinking water standards.

RIGHT-OF-WAY. Cities must maintain their ability to regulate the public right-of-way and recover reasonable compensation for use of the right-of-way. Kansas policy should not be dictated by overreaching federal mandates. We oppose efforts to codify, at the state level, federal directives limiting cities' powers.



ENERGY

ELECTRIC UTILITY DEREGULATION. Community-owned and operated municipal electric utilities make long-term power supply decisions and investments with the goal of benefiting their overall community. We support continued local control over power supply decisions.

STATEWIDE ENERGY POLICY. We support the development of a coordinated and comprehensive Energy Plan. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful.

ENERGY EFFICIENCY. Energy efficiency saves money, drives investment across all sectors of the economy, creates jobs, and reduces the environmental impact of energy use. Accordingly, we support public and private incentives to encourage energy efficiency and renewable energy.

BUILDING CODES. We oppose any measures to preempt local building codes. Further, cities should continue to be allowed to shape local codes to incentivize net zero or net-zero ready building requirements.

PROPANE. We support cities' authority to protect public safety by regulating the capacity of propane units/facilities for residential or commercial purposes.

WATER AND ENVIRONMENT

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse regional and cooperative solutions to water quality challenges that address point and non-point source pollution while balancing municipal cost concerns.

WATER QUANTITY. Government at all levels should aggressively pursue the conservation, protection and development of current and future municipal water supplies. We support cost-effective efforts to extend the life of reservoirs and to expand reservoir storage for use by municipal water suppliers. We support immediate state action, in consultation with municipal providers, to address over-appropriated surface and groundwater resources while respecting priority of water rights. The water rights management tools that have been developed in recent years should be modified or expanded so that they provide the same type of flexibility and authority to any water rights holder regardless of class.

WATER PLANNING. We support increased municipal representation on the Kansas Water Authority; broad-based revenue sources and distribution for the state Water Plan Fund; and a re-evaluation of the process for adopting the annual state Water Plan Fund budget.



INFRASTRUCTURE FUNDING. We support increased federal and state funding to assist local communities with their water, wastewater, stormwater, levee and dam infrastructure and associated security needs. In addition, we call for loan terms of up to 40 years when the useable lifespan of an improvement will exceed the term of the loan.

STORMWATER MANAGEMENT. We endorse regional and cooperative solutions to stormwater quality and quantity challenges that address point and non-point source pollution. We further endorse state measures to incentivize and enable investment in green infrastructure (e.g., street trees, use of native plants, etc.) to support sustainable communities.

SOLID WASTE. The Home Rule powers of cities to dispose of and manage municipal solid waste should not be restricted. This includes local control and decision-making surrounding recycling and composting programs.

HAZARDOUS WASTE. We support a comprehensive state-local approach to provide assistance in identifying hazardous wastes and to develop programs to monitor and dispose of such wastes. We encourage state agencies to work cooperatively with local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Further, appropriate education and training should be provided prior to the implementation of such programs.

CLEAN AIR. We support air quality controls and a state-developed air quality plan that protects the health and safety of Kansans while balancing municipal cost concerns.

WATER AND WASTEWATER CERTIFICATION. We support improved certification programs that better align the necessary skillsets for real world water and wastewater system operation with the content of the corresponding exams. We support review of water and wastewater certification to ensure validity and reliability. These certifications need to continue to be protective of the public health and environment. We encourage contracting and collaboration to help utilities acquire the knowledge, skills, abilities, and certifications needed to effectively and efficiently serve Kansas rate payers.



HUMAN RESOURCES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop local personnel policies to attract and maintain a high-quality public workforce.

WORKERS' COMPENSATION. We support reasonable and just benefits for employees injured within the course and scope of their public employment, and effective enforcement of the Workers' Compensation Act.

KPERS & KP&F. We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT (PEERA)/COLLECTIVE BARGAINING. We oppose any federal or state mandate requiring collective bargaining at the local level.

PERSONNEL MANDATES. We oppose state and federal mandates involving public personnel.

WEAPONS AND FIREARMS. We support the ability of local governments to set policies regarding the carrying of weapons and firearms by municipal employees while they are engaged in their work.

PREVAILING WAGE. We oppose federal and state mandates requiring or prohibiting the payment of prevailing wage.

HEALTH CARE & OTHER BENEFITS. We support cooperation and active study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.

UNEMPLOYMENT. We support reasonable and just benefits for employees who are qualified individuals under the Kansas Employment Security Law. We oppose the finding that volunteers, who are paid a nominal stipend, are considered a qualified individual. We support legislation to define "volunteer" in Kansas employment law such that it is consistent with federal law.

AMBULANCE ATTENDANTS. We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.



GOVERNMENT POLICIES & PROCEDURES

A biding by the longstanding constitutional Home Rule authority of Kansas cities, there is a need to ensure local governments maintain autonomy and the authority of self-governance to create a safe and sustainable quality of life for residents. In an effort to construct appropriate policies for their community, such as economic and community development initiatives, cities should be committed to implementing procedures which ensure ethical and transparent governance from their officials.

HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected city officials making decisions for their communities, particularly local tax and revenue decisions.

GOVERNMENT COMPETITION. Local governments should continue to retain local control over the services that they provide to their residents and businesses. We recognize that free markets, under normal circumstances, are the best vehicle for allocating goods and services. However, there are circumstances where the free market either does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In such instances, so it falls to government to respond to the will of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to allow those services at a low cost.

PROTECTION OF THE FIRST AMENDMENT. The right of the people through their democratically elected and appointed officials to petition and speak to their government officials shall not be abridged. We support cities' First Amendment right of freedom of association to work together to accomplish common goals.

POLICE POWERS. We support the authority of cities to regulate in order to protect the health, safety, and welfare of the public.

NON-DISCRIMINATION. We oppose any discrimination against persons, by reason of their race, religion, color, sex, disability, national origin, ancestry, sexual orientation, or gender identity.

CITY ELECTIONS. City elections should remain non-partisan and separate from state and national elections.

FILING FOR OFFICE. In order to encourage a higher number of candidates to file for office, we support the filing location for city elections being available in the city clerk's office. The state should evaluate remote filing options in the future.

FILLING OF VACANCIES. The current statutes for filling vacancies have served the state well for over fifty years. Vacancy filling should remain the responsibility of local governing bodies made up of duly elected officials.

ANNEXATION. The ability of cities to grow is inherent in the economic growth and development of the state. Therefore, we support local jurisdictions' ability to make their own decisions regarding orderly growth through annexation.

SIGN REGULATION. We support the authority of local government to regulate signs in compliance with federal law.

PUBLIC PROPERTY & RIGHTS-OF-WAY. We support the ability of cities to control and manage public property and rights-of-way and to impose franchise or use fees on those entities that utilize the rights-of-way.

EMINENT DOMAIN. Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

GOVERNMENTAL IMMUNITY. We support continued immunity for cities from tort liability and legislation strengthening the Kansas Torts Claims Act.

INTERLOCAL COOPERATION. We support the principle of voluntary cooperation among all levels of government.

CITY/COUNTY CONSOLIDATION. We support processes for local consolidation without undue statutory barriers. We further believe the issue of consolidation is an inherently local one and the voters should be allowed to determine whether consolidation with another unit of government occurs.

SUMMARY PUBLICATION OF RESOLUTIONS. We support legislation allowing cities to publish a summary of a resolution, with the full text of any resolution posted on the city's official website, in lieu of publication of the full resolution.

PRIVATE CEMETERY LIABILITY. We support legislation removing the requirement for cities to care for and maintain formerly private cemeteries that have been dissolved.

COMMUNITY DEVELOPMENT

HOUSING. The lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing, including but not limited to, the recommendations of the State Housing Study.

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

HOUSING-RENTAL INSPECTIONS. We support giving cities the authority to require inspections of rental housing for the safety of tenants and to protect the rights and property values of surrounding property owners.

REVITALIZATION TOOLS. We support the continued use of the Neighborhood Revitalization Act, the Downtown Redevelopment Act, the Transportation Development District Act and the Community Improvement District Act to promote local neighborhood development.

ECONOMIC DEVELOPMENT PARTNERSHIPS. State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.

TAX ABATEMENTS. We support the authority of cities to offer tax abatements to encourage business investment in their communities.

TAX INCREMENT FINANCING (TIF). We support the continued use of TIF to promote economic development. TIF laws should allow maximum flexibility and allow for efficient use by communities.

STAR BONDS. We support the ability of cities to utilize STAR bonds to promote economic development in their communities.

LAND USE AND ZONING. We support the ability of local officials to make land use and zoning decisions within their community, including decisions about the location, placement, size, appearance and siting of transmission and receiving facilities and any other communications facilities.



Relationships Are the Cornerstone of Effective Advocacy



1

Make Contact Prior to Legislative Session

- Eggs & Issues, town halls, etc.
- Communicate the city's agenda and priorities.
- Invite them to a League Legislative Dinner.



2

Follow the Legislative Session

- *League News*
- List serves
- News media
- www.lkm.org



3

Participate in Local Government Day January 26, 2022

- Make appointments to visit with your legislators in the morning.
- Invite them to the League reception.



4

Make Contact During Legislative Session

- Watch for alerts about key bills/issues.
- Follow the issue, not the bill number.
- Be specific; give your city's unique insight into the legislation.
- Don't waste time and political capital on meaningless bills that have no chance of becoming law.



5

Make Contact Following the Legislative Session

- Thank your legislator for their hard work.
- Be honest and express concern when bills negatively affect your city.



• Know your legislators on a first-name basis



• Always be respectful and avoid personal attacks



• Ask your legislator how he or she prefers to be contacted (email, phone, texts, etc.)



• Share your contact information



• Follow legislators' communications



• Sign up for emailed newsletters



• Follow legislators' Twitter accounts



• Send legislators your newsletter/updates

TOURISM. We support cooperative ventures between the state and local government in Kansas to promote tourism as an industry that is vital to growth and development all across the state.

TAX CREDITS. We support the continued availability of tax credits as a tool for economic development.

TRANSPARENCY IN GOVERNMENT

OPEN MEETINGS. All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

OPEN RECORDS. All levels of government should be subject to the same open records requirements. State laws governing open records should balance the public's right of access, with the necessity of protecting the privacy of individual citizens, and the ability of public agencies to conduct their essential business functions. We support a city's ability to recoup reasonable costs associated with open records requests.

INTERGOVERNMENTAL DIALOGUE. Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Representatives from cities provide facts and information crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists. We support current law regarding the use of state and local public moneys to provide information and advocate on behalf of our cities and citizens. Any reporting system should not increase the administrative burden on local governments.

BODY CAMERAS. We support the ability of local governments to determine when and how body cameras will be used by law enforcement officers. We support the establishment of reasonable regulations concerning public access to recordings, balancing the needs of law enforcement and the individuals whose images are captured in the recordings.



FEDERAL ISSUES

Local officials welcome the opportunity to work together with federal and state officials on policies impacting local communities. Federal agencies should research and understand the fiscal impact on local units of government when implementing new guidelines or laws. Cities manage their finances, infrastructure and personnel more effectively without unfunded federal mandates.

LOCAL CONTROL. We support local elected officials making decisions for their communities. Though the Home Rule powers granted cities in the Kansas Constitution do not affect federal powers, we call on our representatives and federal agencies to look at federal legislation and regulations with local control in mind.

POLICE REFORM. We support the work of our local police departments to make our communities safer for all. Any federal or state proposals for police reform should be focused on providing resources for local law enforcement, incentivizing transparency, and encouraging good police practices, including equity and justice.

FEDERAL RECOVERY MONEY FOR CITIES. Federal funding from the CARES Act and the American Rescue Plan Act have been critical for local governments to both respond to the negative impacts of the pandemic and support the economic recovery. As cities work on plans to best help their residents, Congress should not move to take back these funds.

ADVANCED REFUNDING OF BONDS. In order to allow cities to quickly recover from this current recession, we urge Congress to allow cities to issue tax exempt advance refunding municipal bonds. Cities refinancing bonds will be able to free much needed cash flow to reduce taxes or create capital investments.

COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG). We support continued funding for Community Development Block Grants, Community Service Block Grants and HOME Grants. These programs' funding is an essential component of cities' strategies to fund critical community services and infrastructure needs.

MUNICIPAL BONDS. We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.

BROADBAND DEPLOYMENT & MUNICIPAL OVERSIGHT. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. However, federal action via legislation or orders from federal agencies must recognize the key role local governments play in such expansion, and it must not remove important planning and right of way authority from local governments. Cities must be afforded the continued right to address safety, health and welfare for both their citizens and other entities with valuable infrastructure in the right of way. In addition, the right of way serves as an important resource for citizens, and the right to offset costs of management and levy taxes should not be limited.

ENERGY SPIKES. We support federal review and investigation of the extraordinary energy price spikes seen throughout the Midwest in Winter 2021. Based on the information gathered, we encourage Congress and federal, regional and state agencies to make appropriate changes in laws and regulations governing natural gas and electricity production and sales in order to promote stability in energy prices.

IMMIGRATION REFORM. We support a federal solution to immigration reform. Any immigration policy should not negatively impact local governments with additional law enforcement or administrative burdens. We support Congress continuing assistance to under-served areas with large immigrant populations, who are attempting to remain in compliance with the United States Citizenship and Immigration Services.

MEDICARE REIMBURSEMENT RATES. We encourage the federal government to establish reasonable reimbursement rates.

TRANSPORTATION. We support consistent federal funding of the nation's surface transportation with increased support to critical regional infrastructure priorities.

EVERY DAY COUNTS INITIATIVE. We support the Federal Highway Administration's Every Day Counts initiative to enhance roadway safety, integrate automation, reduce traffic congestion, and shorten project delivery processes in order to save time, money, and resources.

STORMWATER. We support simple and flexible federal regulations of municipal stormwater run-off that allow for orderly and cost-effective development. The federal government should appropriate funds for research and for the development of pilot projects on stormwater management.

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse federal investments and cooperative solutions that address water quality challenges and take into account municipal cost concerns.

HAZARDOUS WASTE. We urge federal agencies to work cooperatively with state and local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Appropriate education and training should be provided prior to the implementation of such programs.

TELECOMMUNICATIONS DATA. We support the continued ability of public safety officials to access data from telecommunications companies in times of emergencies to assist investigations.

RAIL SERVICE. We support existing and enhanced passenger and freight rail service in Kansas. In many cases, this service is the only affordable alternative to highway transportation in communities. Changes to Amtrak service should not sacrifice this alternative nor the investments in the service by cities.

RAILROAD QUIET ZONES. We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.



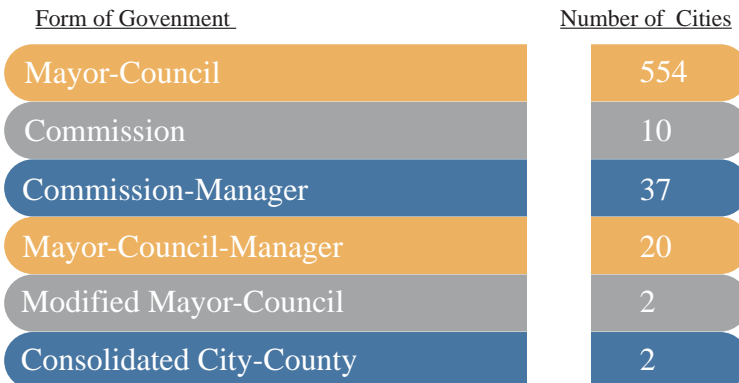
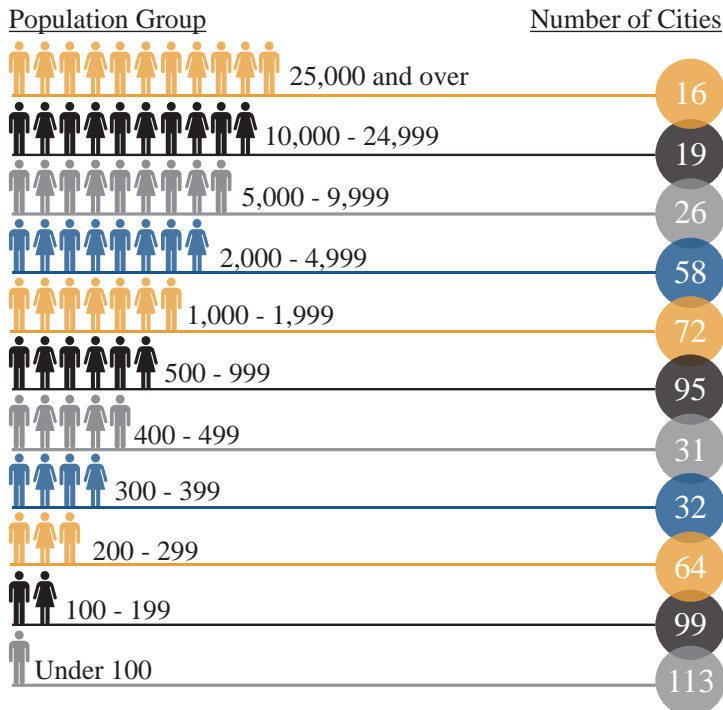
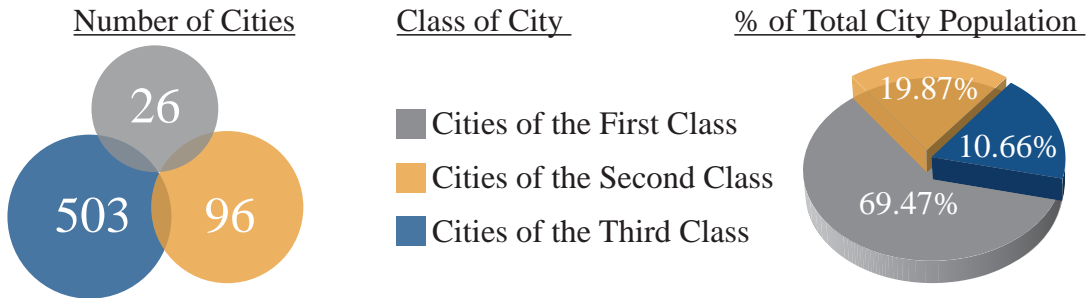
CITY FACTS

Total Number of Incorporated Cities = 625

Total Population of the State = 2,913,805

Total City Population = 2,420,761

83.08% of the state's population resides in an incorporated city.



LEAGUE LEGISLATIVE STAFF



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POLICY DEVELOPMENT

Each year, the League's member cities identify common needs and goals, and the membership adopts a Statement of Municipal Policy (SMP) that is designed to help cities overcome obstacles and reach those goals. The SMP has evolved throughout the history of the League and guides the League governing body and staff during the legislative session and throughout the year.

The League's Policy Committees, which are open to representation from all cities, are charged with developing policy recommendations and proposing amendments to the SMP. During the annual business meeting (held each year at the League's annual conference), League members consider any revisions and adopt the SMP for the next year.

The SMP should be reflective of the needs of cities from across Kansas and should not benefit one city to the detriment of other cities. Each year, legislative priority items are reviewed and modified. Legislative priority items are of principal importance to the League that we advocate for every year (such as the advancement and preservation of Home Rule) or major issues impacting cities across that the state which will be under discussion during the coming legislative session.

THE LEAGUE ADVOCATES FOR CITIES

The League advocates on our members’ behalf to sponsor and encourage beneficial legislation for cities and oppose legislation that would be detrimental to our members’ interest.



THE LEAGUE OFFERS GUIDANCE

Member cities can contact the League with a legal inquiry or question. Additionally, we provide sample ordinances and guidance on legislation and rulemaking from both the state and federal level.

COMMUNICATIONS & OUTREACH

Since 1914, the League has published the *Kansas Government Journal*, a publication for city, county and state government officials that is printed ten times a year. The League publishes a weekly e-newsletter, researches municipal issues affecting Kansas communities and develops programs for cities to use to engage their residents and reinforce the importance of civic engagement.

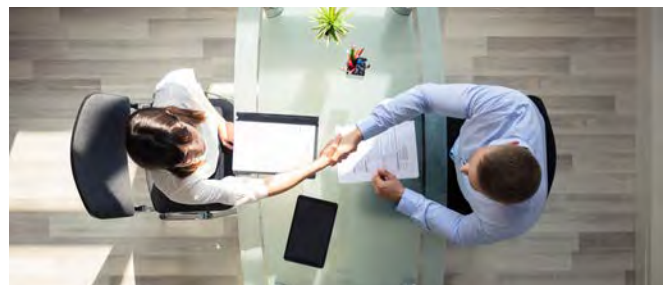


MUNICIPAL TRAINING & EDUCATION

The League offers members a variety of education and training opportunities throughout the year. Our annual conference brings together leaders in municipal government to offer innovative ideas for cities. Throughout the year, the League works with professionals in the field to train, inspire and solve problems facing municipal leaders at all levels. The League offers over 30 manuals and publications on municipal issues ranging from finance and budgeting, personnel, planning, economic development, open meetings and open records to traffic ordinances.

CONTRACT SERVICES

The League offers members a competitive rate to have the League engage in contract services, which include codification services, executive personnel search program (LEAPS) and personnel policies.





THE
LEAGUE
OF KANSAS MUNICIPALITIES

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A Publication of The League of Kansas Municipalities
November, 2021

Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS
Monday, December 6, 2021

Planning Commission	12/07/2021	7:00 p.m.
Volunteer Appreciation Holiday Party	12/11/2021	
Diversity Committee	12/15/2021	5:30 p.m.
City Council	12/20/2021	6:00 p.m.
Christmas Eve observed (City offices close at noon)	12/23/2021	
Christmas Day observed (City offices closed)	12/24/2021	
New Year's Day observed (City offices closed)	12/31/2021	
City Council	01/03/2022	6:00 p.m.

INFORMATIONAL ITEMS
December 6, 2021

1. Ad Hoc Housing Committee meeting minutes – September 16, 2021
2. Arts Council meeting minutes – October 6, 2021
3. Parks and Recreation Committee meeting minutes – October 13, 2021
4. December plan of action

Ad Hoc Housing Committee Meeting September 16, 2021

Welcome & Introductions

Chairs Jon Birkel and Ian Graves began the meeting at Harmon Park at 5:30 p.m. The following Housing Committee members were present: Jon Birkel, Ian Graves, Bonnie Limbird, Ron Nelson, Mary Rimann, April Engstrom (on behalf of Matt Gillam), and Mayor Mikkelson. Matt Gillam and Todd Harris were unable to be at the meeting due to other commitments. Jamie Robichaud was present as staff liaison to the Committee.

Jon Birkel and Ian Graves welcomed everybody and said this is meant to be an informal meeting to hear everyone's thoughts and ideas and do some goal setting. Ian added that when the council talks about housing, we ask the question: "is it going in the direction that is consistent with Village Values." The goal of the group is to bring different factions of people together to think about things that are outlined in Village Vision 2.0, the UCS Housing Toolkit, and put our heads together to chart a course for moving the needle on housing attainability in Prairie Village.

Mayor Mikkelson welcomed everyone and thanked them for agreeing to participate. He said that this committee is meant to be temporary and has a very specific purpose: over the next several months, create a deliverable of a written, prioritized list of recommendations to the City Council on attainable housing strategies for Prairie Village. He explained that the City Council will then ultimately decide, what, if anything, we do to prioritize attainable housing in Prairie Village.

Mayor Mikkelson then added the first place to start is the recently-adopted Village Vision 2.0, in which he explained provided a great background for our City, goals, and principles. This document outlines where we are as a City today and where we'd generally like to be in the future. Jamie Robichaud distributed copies of Village Vision 2.0 to all committee members.

Chairs Ian Graves and Jon Birkel then went around the room and asked all of the committee members to introduce themselves and give a little bit of information on their background: Ron Nelson, Ward 2 City Council Member and attorney; Ian Graves; Ward 6 council member and software engineer; Jon Birkel: planning commissioner and Director of Residential Development for Hunt Midwest; Bonnie Limbird: Ward 3 Councilmember and interior designer; April Engstrom: Prairie Village resident and Development Associate at Overland Property Group (a housing developer); Mary Rimann: long-time Prairie Village resident and local business owner; and Jamie Robichaud: Deputy City Administrator who oversees community development and planning for the City.

Goals and Vision

Co-chairs Ian Graves and Jon Birkel then began a discussion on the goals and vision of this committee and asked to hear about personal stories and anecdotes from committee members. Discussion topics included what is Prairie Village currently missing in terms of housing; what are we trying to achieve; how do we ensure our workforce like our

teachers and police officers and local business employees can continue to afford to live in Prairie Village?

The committee discussed the challenges of the aging apartment complexes in Prairie Village, which were once affordable places to live in the community. But as they age and experience reinvestment, the rents increase and result in a less affordable option for our fixed and lower income residents.

The committee also talked about how to attract developers to the community who can invest and develop housing products that are more attainable for our residents. April Engstrom shared her experience in her profession on federal tax credits for acquisition rehab and how those work.

Co-chair Jon Birkel said he would like to see an inventory of what Prairie Village needs in terms of a diversified housing portfolio and set a target metric, such as a number of attainable units, etc. He added that if we looked at the incomes of Prairie Village jobs, that might give us an idea of a target number and provide ideas on strategies for how to achieve that target.

Bonnie Limbird added to the discussion that an important part of the housing discussion is easing the current property tax burden on our residents by prioritizing and approving more commercial investment along the major corridors in Prairie village, such as 75th Street, which would offset the residential property tax burden and, in turn, impact housing costs in Prairie Village in a positive way.

Co-Chair Ian Graves said that there is also a challenge for a lot of growing families in Prairie Village and it is that these growing families need more space, but there are a lot of people aging in place and empty nesters in larger homes. We have missing middle housing, and there's nowhere for these growing families to go and there's nowhere for empty nesters to scale down. Mr. Graves believes that the City has an inventory problem, but we need the creation of the right kind of housing to solve the missing-middle inventory problem.

Mary Rimann was asked by other committee members about her experience about where employees in her local business choose to live. She said that it is not easy for employees to live in Prairie Village; some are making \$40-60K with health insurance provided and most still cannot afford to purchase in PV. She added that it is hard enough to find employees right now and when she does find them, most are coming from KCK or other areas all outside of PV. She knows that most of the employees at Tavern in the Village don't live in Prairie Village either.

Bonnie Limbird asked what specifically are our next action items for this group. She wanted to see how certain ideas in VV2.0 and UCS toolkit overlap and identify what has already been identified as a top priority for Prairie Village.

The committee agreed that the next steps would be to develop the list of ideas from VV 2.0 and UCS toolkit into one document and do a prioritization exercise of those ideas, as well as others that are not contemplated in the documents.

The committee discussed next meetings and felt that the group needed to meet once a month and maybe as often as bi-weekly. Chairs Ian Graves and Jon Birkel said that we would work on compiling those lists and planning the prioritization exercise and would work on scheduling the next meeting in about a month.

The meeting adjourned at 7:10 p.m.

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES

Zoom

Wednesday, October 6, 2021 5:30 PM

BUSINESS MEETING

Terrence Gallagher called the meeting to order at 5:34 after 15 minutes of social time to catch up with one another. Council members present were Trudy Williams, Julie Hassel, Al Guarino, Shelly Trewolla, Sheila Evans, Nancy Kalikow Maxwell, Karin Jones, and Terrence Gallagher.

Shelly Trewolla and Shelia Evans moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

Public Participation none.

Without a Quorum at the meeting's start, September's minutes did not go through the **Consent agenda** voting process. Requests for amendments went without action and were considered accurate to continue.

Terrence gave a **City Council Update** that included the Council conducting seamless business in hybrid mode for the first meeting in October. Half the council members were in chambers; half on Zoom. Council approved the refinancing of current Meadowbrook Special Obligation and General Obligation bonds.

Current Year Financial Update: Terrence shared in the absence of a formal report, the financial condition is unchanged until State of Arts awards and expenses come in next month. Report filing to continue in November.

Old Business: Terrence requested member Evans and absent member Kamphaus sign the *volunteer waiver* and return to City Hall ASAP. Bonnie will mail the document out again as a standalone document.

New Business: Shelly moved that we approve the cost of for CaFÉ calls in 2022, seconded by Sheila. The motion passed unanimously.

- i. Meadowbrook Shopping Center (R.H. Johnson will cover cost)
- ii. Art of Photography
- iii. State of the Arts
- iv. 2023 curated monthly shows
(We may have the opportunity to do more, but we can add those on as we go.)

Hearing no objections to the Revised 2022 Calendar to include Meadowbrook Park Clubhouse (MBPC) gallery, the calendar is approved.

Motion to adjourn the business meeting was presented by Julie Hassel, seconded by ___, and the meeting was adjourned at 5:55 PM.

PLANNING COMMITTEE AS A WHOLE

EVENT REPORT

October-November State of The Arts - Al Guarino is still getting the e-commerce site up that evening. Buyers are ready to purchase several pieces of artwork already. There were 7 pieces of photography submitted including one which was awarded an Honorable Mention. Al will send the artists notification, and get with the juror, Ada Koch, to select a new Honorable Mention winner. At the time of the meeting over 750 People's Choice Votes had been made so far.

The show is inhabiting the long north-south corridor that runs along the front of the City Clerk's office. The rest of the gallery is still showing the remaining Arts Council Member Show.

Trudy's daughter, Sydney Williams, started filming Ada yesterday for the behind-the-scenes video.

2022 Artist Exhibits - Assign curators for:

1. Sal/Bello/Stanziola/Bennett (Mar/Apr) @ R.G. Endres (RGE)
2. TBD: Senior Show OR curated show (Jul/Aug) @ (RGE)
3. State of the Arts 2022 (Sep/Oct) @ RGE, winners travel to MBPC in Oct.
4. Yeager/McNerny (Nov/Dec) @ RGE and MBPC

Still no volunteers during the meeting, so we will reach out to members individually.

PLANNING AHEAD

Diversity Show @ MBPC (Bonnie) - Call for entry in the works. Will publish in October.

Future of the Arts @RGE (Kathy & Maddie) - not in attendance, no update

Meadowbrook Shopping Center Public Art partnership (Jessie) - not in attendance, no update

Art at Meadowbrook Park Visitor partnership, JCPRD (Shelly) - Folks can now give public comment on the three finalist artists on display at the Clubhouse. Check it out!

2022 Getty Virtual Tours - Sheila will have an update in November.

Marketing - Please send Social Media post idea suggestions in addition to member bios. Shelly says she sees too many posts from PVAC; are we posting too many? Nancy and Karin offered to help write and post social media. A lot of our council members are NOT on social media. Karin said we just won't reach every one with every post, but we should look at other platforms too besides just social media. 'Discord' may be a new way of communicating with our audiences. Karin may have more info on that in the near future.

Ongoing/Future Meeting

- Adirondack Chair contest with First Washington Realty - waiting for more info.
- Consider the new commemorative brick sell price - still on hold
- Brick Sales & bricks for Betsy and Dan and Paul - will order once pricing is finalized. Need to add Al & Julie to the list since they will be rolling off at the end of 2021.

- KC Studio Gallery Guide or KCUR marketing - will try to get on the Old Business agenda soon
- Homesteaders, Skate Park, and other permanent plaques - in the works
- TV/Monitor for City Hall/Gallery Location has been set, do not hang Jan show there - coming soon
- Laptops for sign-in via FlipCause at Events - ready for when we start having exhibits again...

MISC

Supplies needed: Shelly Trewolla requested the purchase of show supplies; pointed philips head screwdriver, 10' tape measure, 10-12" level, heavy duty paper clips. Terrence volunteered the donation of the screwdriver, Nancy volunteered the donation of Level and tape measure. If needed, discussion for purchase to occur in November.

Shed: Pedestals, acrylic tops and tables were transferred from the closet and hall into the new storage shed. Thank you to Tim Schwartzkopf, Nickie Lee, Shelly Trewolla, and Terrence Gallagher!

The Planning Committee as a Whole meeting ended around 6:30 PM.

END

PARKS AND RECREATION COMMITTEE
5:30 p.m., October 13, 2021
Zoom

Minutes

Attendees

Chairman Tucker Poling, Vice-Chairman Terrence Gallagher, Diane Mares, Lauren Wolf, Matthew Geary, Carey Bickford, Randy Knight, Matt Moeder, Lauren Ozburn,
Staff: Meghan Boom, Melissa Prenger

Public Participation

None

Consent Agenda

1. Minutes from March 10, 2021 – Carey Bickford moved to approve the minutes from the March meeting. Diane Mares seconded the motion and it passed unanimously.

Reports

1. Chairperson's Report – None

2. Recreation Report

- a. 2021 Pool Report – Meghan Boom provided an update on the 2021 pool season. In all, it was an extremely successful year. Around 1/3 of the lifeguards were 15, so the move to lower the hiring age was successful and allowed all the pools to open for the majority of the season. The biggest challenge this season was not COVID, it was the temporary closure of the lap pool for unanticipated repairs. I was extremely proud of the adaptability of our pool staff as they worked around and adapted to the changing needs at our complex. Many cities had vastly modified hours this year, and we were able to maintain our normal schedule until reduced hours in August as usual.

The overall membership number did continue the downward trend. Anecdotally, staff observed purchasers decide against purchasing, or purchase from another pool due to the lack of a Super Pass program. We did allow for refunds following the temporary closure of the lap pool, the loss of patrons to private clubs after not opening last year, and of course, feel that some patrons weren't comfortable returning to the pool in light of the pandemic.

- b. An initial conversation with the SuperPass cities has taken place with the goal to bring that back in 2022.
- c. The City has received a grant in the amount of \$3,500 from the Kansas Creative Arts Industries Commission to install a mural on the blank concrete wall at the pool. More information will be forthcoming about how to participate in that process.

3. Public Works Report

- a. The Grounds Crew has been aerating and applying fertilizer to all of the parks and islands around the City.
- b. There was a large emergency repair to underground sanitary sewer pipes at Wassmer Park by Johnson County Wastewater. This impacted parts of the playsets for several weeks. We are still waiting for one swing set that was damaged to be ordered and installed.
- c. The new drinking fountains near the restrooms at Porter Park and Wassmer Park were intermittently sticking in the “on” position. We figured out the soil, which has a lot of clay in it, was holding too much water in the drainage vault. This was causing a vacuum in the drain lines that just kept pulling water. A trench from each drinking fountain to the nearest storm water inlet was dug, drain pipe was installed connecting the drinking fountains to the inlet, and the trench filled back in. This has solved the issue. These are also the newer “frost-free” drinking fountains we are able to leave on all year.
- d. New “Selfie Swizzlers” were added to the nature play area at Porter Park. The work is almost complete, just need the fields to dry out enough to bring in the mulch needed to backfill.
- e. The “No smoking” signs for parks have arrived and will be installed in the next few weeks.
- f. A new crosswalk with a Rectangular Rapid Flashing Beacon was added to the east side of Franklin Park to facilitate pedestrians crossing Roe Ave to get to/from the park. An additional beacon will be added to McCrum site.

Old Business

None

New Business

1. Parks Master Plan/5 Year Priorities

Melissa Prenger shared background information about the Parks Master Plan that was the guideline for parks improvements from 2009 on. In 2016, the Parks & Recreation Committee identified the next 5 years of priorities which will be complete in 2022. The plan included in the meeting material highlights things that are remaining in the plan – many of which were intentionally not done, but several that do need to be addressed still. The role of the Parks & Recreation Committee will be to identify the next 5 years of priorities for the capital improvement, for 2023-2028.

Ms. Prenger provided updates on the current state of each park.

- Schliffke Park will be constructed with the 68th and Mission Flood control project. It is a linear, passive park without a parking lot. Future improvements may include the creek overlooks with picnic tables. Ms. Prenger suggested holding off on potential improvements until the reconstruction is complete.
- Brenizer and Schaffer parks have been widely completed aside from installation of fountains for white noise and updated benches.
- Wassmer Park was completely rebuilt with minimal needs, aside from play equipment signage.
- McCrum was updated in 2015. The spray park included in the master plan was intentionally left out of the park design due to the cost of maintenance. Street parking was also intentionally removed from the final park plan.
- At Porter Park, items left to be accomplished include toddler swings, a fence between park and parking, the expansion of the shelter to the south, the addition of more shade trees, and an upgrade to the playset. Ms. Prenger suggested considering potential changes to the park shelter due to limitations in the current structure.
- Windsor Park has been partially updated. A trail expansion, new play equipment for the 2-5 age range, more shade trees, consolidating park entrances, and replacing a chain barricade with a removable bollard off Windsor to avoid walking off trail remain on the list. The tennis court restoration and permanent restrooms are planned for 2022.
- Bennett Park is largely complete, except for parallel parking along 77th which was intentionally left out of improvements as the current configuration allows for more parking than a bump in would.
- Weltner Park was completely renovated in 2013 which is considered an aging park, so there may be opportunity for improvements. An item to consider may be upgrading from asphalt to concrete paths.
- Taliaferro Park had new equipment installed in 2015, but the opportunity remains for an additional play set for the 2-5 age range. Landscaping adjacent to the play area was intended to be an arbor vitae maze, which has proven to be unutilized which would allow an additional area for a playset. A new pavilion and restroom will be installed in early 2022.
- The Skate Park is brand new in 2021 but lighting has been requested by the skate community to extend the length of use in the winter months.
- Harmon Park will have a new inclusive play area installed in 2022 that will include relocated practice tennis courts to the location of the current playset. Future items to consider could be perimeter trails, park shelter, and restrooms.
- Franklin Park has received a playset update. Completing the naturalized channel, updates to the roundabouts, additional drinking fountains, and perimeter trail benches remain incomplete from the plan. The original plan included additional parking at 87th and Somerset, though there has been a recent thought to leave our greenspace green.
- In general, at all parks, updating to consistent benches and signage could be considered. Mr. Gallagher asked for the park signage to be prioritized with the updates to Harmon Park.

Ms. Ozburn asked what items to specifically look for as she considers recommendations. Ms. Prenger responded playgrounds, trails, signage, trees/planting purposefully, benches, and just thoughtful consideration of all the features in the park and how they work together.

Ms. Bickford asked what the timeline is. Ms. Buum responded that the process needs to be finished by the spring of 2022 for the 2023 budget planning. At the November meeting, committee members can share ideas to be refined in our winter 2022 meetings. She suggested committee members sign up for 2-3 parks to review in detail. Ms. Buum will send a Sign Up Genius to committee members to sign up for park visits prior to the November 10 meeting.

Mr. Poling reminded members to not only look at the individual parks but the system as a whole in terms of signage, lighting, connectivity, etc.

Information Items

Meeting Schedule

- November 10, 2021
- January 12, 2022

Adjournment


Randy Knight moved to adjourn. Diane Mares seconded the motion and it passed unanimously. The meeting adjourned at 7:15.

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: November 30, 2021

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: DECEMBER PLAN OF ACTION

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

- Annual First Washington Update - Jamie (12/21)
- Annual Every Update - Wes (12/21)
- Council Committee Preference Requests - Adam (12/21)
- Annual Contract Renewals - Staff (12/21)
- 2022 Non-Health Insurance Renewals - midpoint evaluation - Nickie/Wes (12/21)
- 2022 Non-Health Insurance Broker RFP - Nickie/Wes (12/21)
- 2022 Employee Status Sheet Updates - Cindy (12/21)
- 2022 Arts Council Beverage License Renewal - Nickie (12/21)
- 2022 Commercial Beverage License Renewals - Adam (12/21)
- Agreement for Audit of 2021 Financials - Nickie (12/21)
- Pre-Audit Preparation - Nickie (12/21)
- Review of Job Descriptions - Staff (12/21)
- Council Work Session - Meghan/Wes (12/21)
- 2021 Employee Appreciation/Recognition - Meghan (12/21)
- Agenda Management Software Evaluation - Adam (12/21)
- New Permit & Licensing Software Implementation - Jamie/Staff (12/21)
- Zoning Regulation Clean-up Revisions - Jamie (12/21)
- Interviewing/Selection of Consultant for Comp/Benefit Study - Staff (12/21)
- Village Voice Articles for January/February Edition - Ashley/Staff (12/21)
- UCS Readiness Assessment - UCS REIC Group - Tim (12/21)
- Receptionist Hiring Process - Meghan/Adam (12/21) [note receptionist was promoted to court clerk]

In Progress

- RFP Salary/Benefit Study - Jamie/Cindy (11/21)
- Phone System Replacement - IS (11/21)

- Updated Fee Schedule - Adam (11/21)
- 2022 Legislative Platform - Jamie (11/21)
- Annual Applications for Committees - Staff (11/21)
- Annual Meetings with County/State Elected Officials - Jamie/Wes/Mayor (11/21)
- Annual Benefits Enrollment/Transition to New Providers - Jamie/Cindy (11/21)
- 2022 Pool Staff Hiring Kick Off - Meghan (11/21)
- 2022 Recreation Fee Review - Meghan (11/21)
- 2023-2028 CIP Parks Master Plan review - Melissa/Meghan (11/21)
- Meadowbrook Bond Documents: - Jeff White/Kevin Wempe/Staff (10/21)
 - Advisor Agreement Amendment (Completed)
 - Revenue Study w/GAI (Completed)
 - Bond Closing (December 9th)
- 2022 Property Tax Rebate Program - Adam (10/21)
- Council of Mayors Meetings for 2021-22 - Meghan (10/21)
- Researching Department of Energy Solar App+ Program - Jamie (10/21)
- Holiday Event Planning - Meghan (09/21)
- PW New Building Open House/Social Media - Keith/Melissa/Ashley (07/21)
- UCS Racial Equities in Communities Program - Tim (06/21)
- Review/Revise Site Planning Criteria in Zoning Regulations - Jamie (06/21)
- Internal Accounting Policy/Vendor Process Changes - Nickie (04/21)
- Regional Benchmarking Initiative - Meghan (04/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- Pool Mural Project - Meghan (04/21)
- City Hall Conceptual Review - Staff (03/21)
- 2021 International Energy Conservation Code - Jamie/Mitch (03/21)
- E/V Charging Station Installation - PW (10/20)
- Historic Trail Signage - Keith (09/20)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Research Viability of Interior Rental Inspections - Jamie (06/19)

Completed

- ISO Audit for Building Inspections - Jamie/Mitch (10/21)
- Court Clerk Hiring Process - Deana/Tim (10/21)
- Bias Training - Tim/Byron (07/20)
- Dynamhex Implementation - Ashley (10/20)
- Little Government Relations Contract Renewal - Jamie (11/21)
- Part-time Crime Analyst - Chief (11/21)
- Council Transition/New Council Orientation - Staff (11/21)
- 2021 Employee Evaluations - Staff (11/21)
- Year-End Budget Expenditure Review - Nickie/Dept. Heads (11/21)
- 3rd Quarter Crime Statistics - Chief (11/21)
- Indigenous Peoples of Kansas Proclamation - Adam (11/21)

- Council of Mayors Holiday Dinner - Meghan (10/21)
- MARC Public Career Expo - Jamie/Cindy (08/21)
- STO/UPOC Update - Deana (08/21)
- Roberts Rules of Order Training/MARC - Adam/Meghan (07/21)
- Building Permit Software Research & Evaluation - Jamie (07/21)
- Planning Codes Dept. Move to Public Works - Jamie/Mitch (07/21)

Tabled Initiatives

- 20/20 Fitness Business Introduction to Council - Wes (04/20) [delayed]
- Civic Center Action Plan - Staff (03/20) [on hold]
 - Bond Capacity Discussion w/Council - Jeff White [completed]
 - Framework of Partnership Agreements with YMCA & Library
 - MOU - Public Engagement & Site Design
- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]