

Members of the Governing Body will participate by video call-in only due to the COVID-19 pandemic. The public will be able to view the meeting at <https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, February 7, 2022
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. PRESENTATIONS

- Recognition of Council Service
- Dr. Sanmi Areola, Director of Johnson County Department of Health and Environment
- Black History Month proclamation

VI. PUBLIC PARTICIPATION

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name, address, and email address prior to 3 p.m. on February 7. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email cityclerk@pvkansas.com prior to 3 p.m. on February 7 to be shared with Councilmembers prior to the meeting.

VII. CONSENT AGENDA

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

By Staff

1. Approval of special City Council meeting minutes - January 12, 2022
2. Approval of regular City Council meeting minutes - January 18, 2022
3. Consider approval of 2022 agreements with the Johnson County Parks and Recreation District
4. Consider appointment of committee members
5. Consider 2022 recreation fee schedule

VIII. **COMMITTEE REPORTS**

Environmental Committee

- Consider approval of a mattress removal and recycling program with Sleepyhead Beds

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

COU2022-13 Consider agreement with Witt O'Brien's, LLC to provide consulting services to the City regarding use of American Rescue Plan Act funds
Nickie Lee

COU2022-14 Consider extending ordinance requiring the wearing of face coverings or masks during the COVID-19 public health emergency and recovery
Tim Schwartzkopf

COU2022-10 Consider approval of revisions to CP509 - swimming pool schedule
Meghan Boom

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

COU2022-15 Consider construction contract for Taliaferro Park shelter and restroom improvements (BG460001)
Melissa Prenger

XIV. **ANNOUNCEMENTS**

XV. **ADJOURNMENT**

CITY OF PRAIRIE VILLAGE

Proclamation

Black History Month – February 2022

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month evolved out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

WHEREAS, the 2022 national theme for the observance is “Black Health and Wellness” and emphasizes how American healthcare has often underserved the African-American community as well as celebrates the legacy of Black contributors, scholars, and practitioners of Western medicine; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, the City of Prairie Village continues to work toward becoming an inclusive community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

WHEREAS, the City of Prairie Village will join with the nation in celebrating National Black History Month by honoring the essential contributions, sacrifices, and accomplishments of African Americans in our community, throughout our State, and our nation as part of American History.

Now, therefore, in recognition of African Americans – past and present – in our community, I, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas do hereby proclaim February 2022 as Black History Month in the City of Prairie Village, Kansas, and call this observance to the attention of all our residents.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JANUARY 12, 2022**

The City Council of Prairie Village, Kansas, met in special session on Wednesday, January 12, 2022, at 7:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; 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; Adam Geffert, City Clerk.

Dr. Sanmi Areola, Director of the Johnson County Department of Health and Environment, was also in attendance.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for January 12, 2022. Ms. Reimer seconded the motion, which passed unanimously.

PUBLIC PARTICIPATION

None

EXECUTIVE SESSION

At 7:07 p.m., Mr. Herring made a motion for the City Council to recess into executive session for a period of 20 minutes for the purpose of discussing legal issues related to proposed legislation with the City Attorney, which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319(b)(2). The motion was seconded by Ms. Reimer, and passed unanimously.

The open meeting resumed at 7:27 p.m.



NEW BUSINESS

COU2022-03 Ratify the decision to conduct City meetings (committees and Council) in a virtual format

In accordance with Municipal Code 1-203 (e), the Mayor and Mr. Jordan conferred and recommended the City Council approve the continuance of all City meetings in a virtual meeting format. This action followed Johnson County's action to move to virtual meetings in an effort to provide for and ensure the health, safety, security, and welfare of the people Johnson County. The virtual meeting format would continue until the City Council felt comfortable moving back to a hybrid or in-person meeting format.

Mr. Nelson made a motion to ratify the decision of the Mayor and City Administrator to conduct City meeting (committees and Council) in a virtual format until the City Council felt comfortable moving back to a hybrid or in-person meeting format. Mr. Graves seconded the motion, which passed unanimously.

COU2022-04 Consider an ordinance regulating public offenses within the City of Prairie Village, Kansas, amending Chapter 11 (Public Offenses & Traffic), Article 2 (Local Regulations) of the Prairie Village Municipal Code, requiring the wearing of face coverings or masks during the COVID-19 pandemic and recovery

Mayor Mikkelson provided an update on the COVID-19 pandemic, noting that newest wave of the virus was causing staff and equipment shortages at hospitals, as well as increasing cases, hospitalizations and death rates. The number of COVID patients in emergency rooms and intensive care units around the region was forcing hospitals to delay service to other patients. The seven-day percent positive rate in Johnson County had increased to 30.6%, and the death rate had doubled from one per day to two.

Due to the current state of the pandemic, the Mayor stated that the time to act to ensure the health, safety, security, and welfare of the people in Prairie Village had arrived. At the request of the Mayor, City staff prepared an updated masking ordinance for the Council's consideration, with several changes relative to previous ordinances. The two most significant modifications were as follows:

- The draft ordinance removed enforcement obligations that businesses or organizations be responsible for requiring employees, customers, visitors, or members of the public to wear masks or other face coverings.
- A requirement that businesses post signage was not included in the draft ordinance. The ordinance was drafted to remove as much responsibility from businesses as possible.



If passed, the ordinance would go into effect January 18, and expire on February 16, unless extended by Council. The Mayor noted that the cities of Mission and Roeland Park were also currently meeting in special session to consider enacting similar ordinances.

Mrs. McFadden moved to approve Ordinance #2465, amending Chapter 11 (Public Offenses & Traffic), Article 2 (Local Regulations) of the Prairie Village Municipal Code, requiring the wearing of face coverings or masks during the COVID-19 pandemic and recovery. The motion was seconded by Mr. Graves.

After further discussion, Mr. Gallagher made a motion to call the question. The motion was seconded by Mr. Nelson and failed 11-1, with Mr. Gallagher in support.

A roll call vote on the original motion 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.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:50 p.m.

Adam Geffert
City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JANUARY 18, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, January 18, 2022, at 6:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Cliff Speegle, 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 Buum, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for January 18, 2022. Ms. Reimer seconded the motion, which passed unanimously.

PRESENTATIONS

- County Commissioner Becky Fast gave a presentation on several topics, including road construction projects for 2022, stormwater and wastewater management, mental health services and affordable housing.
- Dr. Sanmi Areola, Director of the Johnson County Department of Health and Environment, provided an update on the current state of the COVID-19 pandemic.

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 - January 3, 2022
2. Approval of expenditure ordinance #3010
3. Consider purchase request for police vehicles
4. Consider approval of the 2022 SuperPass interlocal agreement and swim meet letter of understanding
5. Consider interlocal agreement with Johnson County for Nall Avenue, 79th Street to 83rd Street (NAAV0004)

Mr. Herring made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- **Finance Committee**

COU2022-05 Consideration of proposed incentive package to assist with recruitment and retention of City employees

Mr. Nelson stated that the Finance Committee met on January 11, 2022 and voted unanimously to recommend approval of additional incentives to help with recruitment and retention of City staff. Mr. Jordan said that the City had been struggling to fill open positions, particularly in the Police Department, which currently had eight officer vacancies. Competition from other government agencies and the private sector were also making it difficult to recruit qualified candidates for all City positions. The proposed incentives would do the following:

1. Allow sworn police officers to participate in the City's supplemental retirement plan - approximately \$182,841 annually
2. Provide all full-time employees with a one-time inflation bonus of 3.8% - \$259,051 one-time cost
3. Offer a sign-on bonus for new hires - \$26,500 one-time cost
4. Offer a time-in-service bonus of 5% to all employees on their 3rd anniversary and every subsequent three years - approximately \$104,121 annually

Ms. Lee added that the cost of the proposed one-time incentives could be covered with General Fund excess fund balance as a result of revenues exceeding budgeted amounts in 2021. The General Fund forecast anticipated maintaining at least a 35% fund balance, exceeding the City's minimum fund balance requirement of 25%. The ongoing cost could be absorbed through salary savings due to vacancies during the 2022 budget year, and would then be built into the budget in future budget years, beginning in the 2023 budget.



Mrs. McFadden made a motion to approve the Finance Committee's recommendation to authorize the establishment of an employee incentive package to assist in addressing recruitment and retention of City employees as presented. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.

- Ms. Limbird said that the Celebrating Strength and Diversity art exhibit was in place at the Meadowbrook Park clubhouse. An artist reception would be held on February 2, and the exhibit would remain in place until April 1. She added that the R.G. Endres Gallery at City Hall had recently been repainted in preparation for the Arts Council of Johnson County's "Shooting Stars" competition for high school artists in March.
- Mr. Cole Robinson stated that he attended his first meeting as Council Trustee of the Pension Board of Trustees/Employee Retirement Board the previous week. At the meeting, United Missouri Bank gave a quarterly report on the fund, which had outperformed expectations.
- Mr. Gallagher reported that the Parks and Recreation Committee was in the process of putting together a five-year capital improvement plan for all City parks, with a goal of presenting the plan to Council in March, 2022.
- Ms. Reimer shared that Teen Council members were preparing presentations to give to Council later in the spring.
- Ms. Selders said that the Martin Luther King, Jr. Day celebration initially planned for January 16 had been postponed until February 26.

MAYOR'S REPORT

- The Mayor stated that he and staff had met with Senator Ethan Corson to discuss the City's 2022 legislative agenda, and would also be meeting with Representative Sharice Davids in the near future.
- The Mayor spoke to several state legislators at the Johnson County / Wyandotte County Mayors' meeting on January 5.
- The Johnson County Charter Commission met and discussed proposed amendments to the Charter.
- The Mayor attended the MARC Board of Directors Meeting and the United Community Services Board meeting.
- The Mayor and City staff met with representatives from the Prairie Village YMCA, who will give a presentation on the status of the property at an upcoming Council meeting.
- The Mayor attended a Johnson County Board of County Commissioners virtual town hall to discuss regional COVID mitigation strategies.



- Helen Taliaferro, wife of former Mayor Roe Taliaferro, recently passed away at the age of 96, just a few weeks after her husband.
- A First Suburbs Coalition meeting will take place virtually on January 21.
- The Mayor noted that both the upcoming League of Kansas Municipalities Day in Topeka and Council Work Session events would likely be modified due to the recent surge in COVID cases.

STAFF REPORTS

None

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-06 Consider reappointment of City Attorney David Waters

Mayor Mikkelson stated that Mr. Waters was appointed as the Prairie Village City Attorney in February 2019, after serving for several months in an interim capacity. If reappointed by Council, Mr. Waters' proposed fees for the upcoming two-year term would remain unchanged.

Mr. Nelson made a motion to approve the Mayor's recommendation to appoint David Waters as the City Attorney for a two-year term. Mrs. McFadden seconded the motion, which passed 11-0, with Mr. Dave Robinson absent due to technical issues.

COU2022-08 Consider approval of changes for the 2022 exterior grant and residential sustainability grant program

Ms. Robichaud noted that at the January 3 Council Committee of the Whole meeting, the committee directed staff to increase the appraised value maximum for the exterior grant program in 2022 to \$350,000 and eliminate the \$25 application fee. The Committee also requested that staff review the sustainability grant specifications to ensure the requirements set a high standard for energy efficiency improvements. The City's Building Official and Senior Building Inspector reviewed these specifications and made the following recommended changes:

- Set the minimum efficiency for all central air conditioners at 14 SEER and clarify that window/room air conditioning units are not eligible to be reimbursed through the grant program
- Increase the minimum efficiency for warm-air furnaces from 80% to 92%
- Add minimum R-value requirements for insulation as follows:



- For basement joist insulation: fiberglass must have minimum R-value of R30 and spray foam must have minimum R-value of R15
- For attic insulation, a minimum R-value of R60
- Increase the required performance for both storage and instantaneous water heaters from 80% to 90%

In addition to the above recommendations, staff will work with the Environmental Committee in 2022 to take a closer look at the program and find further opportunities for improvement to bring back to the Council for consideration during 2023 program considerations.

Staff recommended the following changes for 2022:

- Increase the appraised value maximum for the 2022 exterior grant program from \$275,000 to \$350,000
- Remove the \$25 application fee for the exterior grant program
- Update sustainability grant specifications

Ms. Reimer made a motion to approve the recommended changes to the 2022 exterior grant and residential sustainability grant programs as presented. Mr. Shelton seconded the motion, which passed unanimously.

COU2022-09 Consider approval of consulting services agreement with McGrath Human Resources for the completion of a comprehensive compensation and benefits study

Ms. Robichaud said the City Council budgeted \$25,000 in the 2022 budget to complete a compensation and benefits study. In 2017, the Council directed staff to perform a compensation and benefits study every 5 years to ensure the City continues to offer competitive wages and benefits to City employees.

Staff issued a request for proposals in November 2021 to qualified consulting firms and received six proposals in return. The selection committee, which included Mayor Mikkelson and Finance Chair Ron Nelson and City staff, interviewed the top three respondents in December. After checking references, the selection committee recommended that the City enter into an agreement with McGrath Human Resources.

McGrath will make recommendations for updating the City's pay classification system, confirm the City's pay philosophy with the City Council, establish benchmark compensation and benefit data from the external market, complete an analysis of the existing salary schedule and progression through the system, complete a compression and internal equity analysis, complete a total compensation analysis to include wages and benefits, and integrate all data collected to develop a comprehensive compensation system that will update the City's current compensation system to align with the Council's compensation philosophy. Services will also include providing a cost estimate and implementation options.



Ms. Robichaud noted that the compensation and benefits study was anticipated to be completed in time for Council consideration in conjunction with 2023 budget discussions. The total cost of the study would be \$25,675 plus travel expenses.

Mrs. McFadden made a motion to approve the consulting services agreement with McGrath Human Resources for completion of a comprehensive compensation and benefits study. Mr. Graves seconded the motion, which passed unanimously.

COU2022-11 Consider approval of change order #1 with Superior Bowen for stormwater work at 5424 W. 86th Street

Mr. Speegle stated that an existing corrugated metal storm pipe currently ran west to east through the rear yard of 5424 W. 86th Street. The pipe served to drain water from Nall Avenue into an open channel west of Briarwood Elementary School. The pipe is at the end of its life and was included in the drainage repair program (DRAIN-21X) to be replaced having shown signs of deterioration. A small sinkhole in the rear yard of the property developed around the pipe in the summer, and the hole continued to increase in size in the fall as staff worked to finalize design and easements for other DRAIN-21X project locations.

Mr. Speegle noted that moving the project to Superior Bowen’s active contract would allow for immediate construction, which should be substantially complete by the end of January with landscape restoration items remaining for the spring.

The original contract for the 2021 residential street rehabilitation program was executed on May 17, 2021 in the amount of \$2,910,000. The change order would increase the contract amount by \$128,875.40 to \$3,038,875.40. Mr. Speegle said additional funding was available in the DRAIN-21X project fund.

Mrs. McFadden made a motion to approve the change order with Superior Bowen for the 2021 Residential Street Rehabilitation Program (PAVP2021) in the amount of \$128,875.40. Mr. Dave Robinson seconded the motion, which passed unanimously.

COU2022-12 Consider purchase of replacement street sweeper and disposal of asset #5424

Mr. Bredehoeft stated that the purchase of a new street sweeper had been included in the Public Works equipment reserve fund to replace the current sweeper, which was 10 years old. He said that street sweepers often have many mechanical issues once they reach five years of age, and that if approved, this purchase would be made with a guaranteed buyback from the equipment provider, Key Equipment and Supply Company, after five years. Additionally, the provider will give the City \$35,000 in trade-in value for the outgoing sweeper.



Mr. Herring made a motion to approve the purchase of a replacement street sweeper with a five-year parts and labor service warranty and a guaranteed buyback at five years from Key Equipment and Supply Company, as well as disposal of asset #5424 by trade-in. Mr. Nelson seconded the motion, which passed unanimously.

COVID-19 Discussion

Mr. Jordan stated that Coronavirus Aid, Relief, and Economic Security (CARES) Act funds were fully spent in 2021 for COVID-related expenditures, but that American Rescue Plan Act (ARPA) funding was still available for current and future expenses. Mr. Schwartzkopf added that a small number of COVID test kits for residents were purchased on January 4, and were expected to arrive from the vendor later in the week. Additionally, KN-95 masks were procured from the state for staff and visitors to City Hall.

Ms. Selders suggested that additional funding be allocated for COVID-related materials such as KN-95 masks and test kits for residents.

Mrs. McFadden made a motion to authorize staff to spend up to \$25,000 of existing ARPA funds for emergency purchases related to the COVID-19 pandemic for the year 2022. Mr. Nelson seconded the motion, which passed unanimously.

Mrs. McFadden made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Reimer and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

COU2022-07 Consider 2022 recreation fee schedule

Ms. Buum said that, per Council direction, staff annually reviewed recreation fees to ensure they are reasonable and keep pace with any operational increases. The Parks & Recreation Committee voted at its January 12, 2022 meeting to recommend the following changes to the fee schedule in 2022:

- Removal of the pool rental fee - The previous fee of \$350 does not cover the staffing costs for after-hours rentals of approximately \$600. Additionally, pool rentals are increasingly burdensome on a limited staff. In 2018 and 2019, two outside rentals took place each year.
- Addition of commercial use tennis court rental fee - When the commercial use fee was added for field rentals, a comparable fee was not set for tennis courts. City staff has observed an increasing number of commercial types of use. The committee agreed that a commercial policy would be appropriate.



Ms. Buum added that in 2016, the Parks and Recreation Committee voted to review aquatic membership fees every three to five years. The most recent changes had been made in 2019, so no adjustments were anticipated for 2022.

Mrs. McFadden made a motion to approve the 2022 recreation fee schedule as approved by the Parks and Recreation Committee. Ms. Wolf seconded the motion, which passed unanimously.

COU2022-10 Consider approval of revisions to CP509 - swimming pool schedule

Ms. Buum said that in 2021, in an effort to recruit more lifeguards, City staff recommended a noon opening for all pools within the pool complex to make it possible to hire 15-year-old lifeguards. Children under the age of 16 may not work more than eight hours in one day, nor more than 40 hours in one week. Previously, the City only hired 16-year-old guards to account for the longer workday with an 11 a.m. opening time. That effort proved successful, as one third of the lifeguard staff hired was age 15, which played a large part in running a complete operation in 2021.

Due to these successes in hiring, as well as a more streamlined operation, staff recommended formally adopting the noon opening time moving forward. Additionally, the Council Policy was in need of the following general updates:

Current practices that were not in written policy, including:

- Reduced hours beginning in August
- Slide/diving area closure during dive meets
- 6 p.m. closure on Fourth of July

New changes to the special pool hours, including:

- Adjustment of pool closure for swim meets to begin at 4:00 p.m. from 4:30 p.m.
- 5:00 p.m. closure on Labor Day to allow pool staff more time for closing operations (currently closes at 6:00 p.m.)

Mr. Gallagher made a motion to approve the proposed revisions to CP509 - Swimming Pool Schedule, establishing new hours for the regular season and clarifying current practice for reduced and special hours. Ms. Reimer seconded the motion, which passed 11-1, with Mr. Herring in opposition.

Mr. Graves moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Limbird, and passed unanimously.



PRAIRIE VILLAGE
KANSAS

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:39 p.m.

Adam Geffert
City Clerk



PARKS AND RECREATION

Parks & Recreation Committee: January 12, 2022

City Council Meeting Date: February 7, 2022

Consent Agenda: Consider approval of the 2022 agreements with Johnson County Park and Recreation District

RECOMMENDATION

Recommend approval of the Group Swim Lesson Program, Day Camp, and Tennis Program agreements with Johnson County Park and Recreation District.

BACKGROUND

The City contracts with Johnson County Park and Recreation District annually to offer these recreation programs. The contracts are similar to those signed in previous years. Full details are outlined in the agreement.

FINANCIAL IMPACT

There are no direct costs to the City in administering these contracts outside of normal park maintenance costs and minimal administrative staff time. The service providers directly charge and collect fees of which a nominal portion is passed on to the City to cover the above costs.

ATTACHMENTS

Group Swim Lesson Program agreement

Day Camp agreement

Tennis Program agreement

PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 11, 2022

**Johnson County Park and Recreation District
Group Swim Lesson Program
2022 Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Group Swim Lesson program for the City of Prairie Village (the City). The program will be held at the Prairie Village Pool Complex at 7711 Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:

- Group Swim Lessons
- The scheduling for the lessons in the program
- Sufficient certified staff
- Promotion of the program
- Registration of the participants
- Equipment needed for the program

The City of Prairie Village will provide signage at the main entrance of the facility, guiding participants into the appropriate entrance for patrons for the program.

2. The Johnson County Park and Recreation District will have use of the facility beginning Monday, June 6, 2022 and ending Friday, July 22, 2022. Morning lessons will be held in the Yard Pool until 11:00 a.m. Exceptions can be made with agreement by JCPRD and City Management. The Adult Pool is off-limits during lessons.

- Lessons offered Monday through Thursday, with Friday as a make-up session.
- Morning lessons held between 9 a.m. – 11 a.m. Session dates: (all 8-day sessions):

 Session 1 – June 6 – June 16
 Session 2 – June 20 – June 30
 Session 3 – July 11 – July 21
- Courses or sessions may be cancelled due to low-enrollment or unavailability of instructors.

3. The Johnson County Parks and Recreation District courses offered:

- Baby & Me (6 months – 2 years)
- Tot & Me (1.5 years – 3 years)
- Preschool Level A (3 years – 5 years)
- Preschool Level B (3 years – 5 years)
- Level 1 (5 years – 12 years)
- Level 2 (5 years – 12 years)
- Level 3 (6 years – 12 years)
- Level 4 (6 years – 12 years)

4. Course Fees will be:

8-30 Minutes Sessions:

- \$75 Learn to Swim per Session (Johnson County Resident)
- \$85 Learn to Swim per Session (Non-Johnson County Resident)

5. Non-Discrimination Clause

JCPRD shall comply with all applicable, local, state and federal laws in carrying out this agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code.

In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD 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 in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

6. JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 31, 2022.

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage sustained by JCPRD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of swimming lessons at the Prairie Village Pool Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Mayor Eric Mikkelson

Heather Rubesch, Chair

ATTEST:

ATTEST:

Adam Geffert, City Clerk

Steve Baru, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David E. Waters, City Attorney

Fred J. Logan, Jr., JCPRD Legal Counsel

2022 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of children; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the "Park", and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the "Pool"; and

WHEREAS, JCPRD desires to obtain permission of the City to operate a summer day camp program at the Park and to lease from the City the right to use parts of the Pool and the Park in program activities and the City is willing to lease the Park and parts of the Pool to JCPRD; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the ____ day of _____, 2022; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2022.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 16, 2022 through the period ending July 29, 2022 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.
6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park

or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.

7. Administration of Program. The day camp program shall be administered, staffed, and operated solely by JCPRD.

8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit\ . Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2022.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary, during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 16, through July 29, 2022 except as otherwise provided herein.

- b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 11, 2022, from 6 p.m. to 8:00 p.m. for parent orientation.
 - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
 - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 16 through July 29, 2022.
 - e. Shall allow JCPRD use of alternate space between the hours of 7:00 a.m. – 5:30 p.m., Monday-Friday, from May 16 through July 29, 2022 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance. If dangerous weather is imminent, access to the City Hall basement will be provided.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

Commercial General Liability:	
General Aggregate	\$2,000,000
Products and Complete Operations	\$2,000,000
Personal and Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions
- a. JCPRD shall pay to the City shelter rental on or before September 30, 2022.
 - b. JCPRD shall pay to the City Pool fees daily based on usage.

- c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
 - d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.
 14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.
 15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
 16. No assignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
 17. Non-Discrimination Clause. JCPRD shall comply with all applicable local, state and federal laws in carrying out this Agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of this Agreement and the City may cancel, terminate or suspend this agreement in whole or in part, pursuant to the terms contained in paragraph 2.

The parties do not intend this provision to subject any party to liability under any local, state or federal law unless it applies.

IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Date

Heather Rubesch, Chair

ATTEST:

Steve Baru, Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel

The following is list of dates and times the 2022 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday,	May 11	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 31 – June 3	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 6 - June 10	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 13 – June 17	7:00 a.m. - 5:30 p.m.	Day Camp
Tuesday-Friday	June 21 – June 24	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 27 – July 1	7:00 a.m. - 5:30 p.m.	Day Camp
Tuesday-Friday	July 5 – 8	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 11 – July 15	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 18- July 22	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 25 - July 29	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the 2022 Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

Day	Date	Time
		1:00 p.m. - 3:30 p.m. on all dates
	June	
Tuesday	5	
Wednesday,	6	
Thursday,	7	
Tuesday,	14	
Wednesday,	15	
Thursday,	16	
Tuesday,	21	
Wednesday,	22	
Thursday,	23	
Tuesday,	28	
Wednesday,	29	
	July	
Thursday,	30	
Tuesday,	5	
Wednesday,	6	
Thursday	8	
Tuesday,	12	
Wednesday,	13	
Thursday,	14	
Tuesday,	19	
Wednesday,	20	
Thursday,	21	
Tuesday,	26	
Wednesday,	27	
Thursday,	28	

**Johnson County Park and Recreation District
Tennis Lesson Program
2022 Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Tennis Lesson programs for the City of Prairie Village (the City). The programs will be held at the Harmon Park Complex at 77th Place and Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:

- Group Tennis Lessons
- The scheduling for the lessons in the program
- Sufficient onsite staff
- Promotion of the program
- Registration of the participants
- Equipment needed for the program
- Emergency procedures and first aid kit

The City of Prairie Village will furnish staff with a key to the tennis equipment shed for the purpose of storing program equipment.

2. The Johnson County Park and Recreation District will have use of the facility beginning May 23, 2022 and ending August 12, 2022. Morning lessons will be held on the south western most (2) tennis courts in the Harmon Park complex from 7:30 a.m. until 1:00 p.m.

- Lessons offered Tuesdays and Thursdays, with Fridays as a make-up session.
- No lessons will be held the week of July 18-22, 2022 due to Junior Tennis League Tournament.
- Courses may be cancelled due to low-enrollment or unavailability of instructors.

3. The Johnson County Parks and Recreation District courses offered:

- Red Ball Tennis (Ages 5-8)
- Orange Ball Tennis (Ages 9-10)
- Green Ball Tennis (Ages 9-14)

4. Course Fees per session for Red, Orange, and Green Ball Tennis will be:

- \$87 per Johnson County Resident and \$95 per Non-Johnson County Resident

5. Non-Discrimination Clause

JCPRD shall comply with all applicable, local, state and federal laws in carrying out this agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code.

In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD 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 in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination

shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

6. JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 23, 2022.

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage sustained by JCPRD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of tennis lessons at the Harmon Park Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Mayor Eric Mikkelson

Heather Rubesch, Chair

ATTEST:

ATTEST:

Adam Geffert, City Clerk

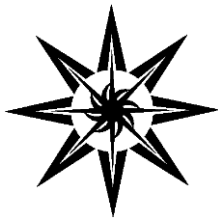
Steve Baru, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David E. Waters, City Attorney

Fred J. Logan, Jr., JCPRD Legal Counsel



MAYOR

Council Meeting Date: February 7, 2022
CONSENT AGENDA

Consider appointment of committee members

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment/reappointment of the following individuals:

Committee	First Name	Last Name	Term	New/Reappoint
Parks and Recreation	Jayme	Merklein	2022-24	New
Parks and Recreation	Caety	Meyer	2022-24	New
Parks and Recreation	Jay	Moorman	2022-23	New
Parks and Recreation	Mathew	Geary	2022-24	Reappointment
Parks and Recreation	Kevin	Murphy	2022-24	New
Parks and Recreation	Randy	Knight	2022-24	Reappointment
Arts Council	Abby	Magariel	2022-24	New
Diversity Committee	Chi	Nguyen	2022-24	New
Diversity Committee	Karen	Heath	2022-24	New

BACKGROUND

The individuals listed above have expressed interest in service on the indicated Prairie Village committees. Committee Chairs and staff have reviewed all applications, met with the individuals and desire to have these committee members appointed. New volunteer applications are attached. Further committee appointments will be made at the February 22, 2022 City Council meeting.

ATTACHMENTS

Volunteer Applications

PREPARED BY

Adam Geffert

City Clerk

Date: February 1, 2022

* Full Name
Mrs. Jayme Merklein

* Full Address
7639 Ash Street
KS Prairie Village 66208

* **Email**
jaymekj@yahoo.com

* Phone
(913) 594-1861

* Select your City Ward
Ward 2

* **Please select your FIRST committee choice**
Parks & Recreation

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

I'm a licensed Landscape Architect but I'm currently staying home with my three kids and working as a part time preschool teacher. My husband and I bought a foreclosure in 2011 and we've been fixing it up ever since. We love PV parks (especially our neighborhood park, Bennett) and I'd be thrilled to get to help on the parks and rec committee.

* Full Name
Caety Meyer

* Full Address
7331 Booth Street
Prairie Village KS 66208

* **Email**
caetymeyer@gmail.com

* Phone
(816) 289-5561

* Select your City Ward
Ward 3

* **Please select your FIRST committee choice**
Parks & Recreation

* **Please select your SECOND committee choice**
Environmental Committee

* **Please select your THIRD committee choice**
Tree Board

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

I'm interested in volunteering on one of the environmental related boards. Environmental issues is something I have always been interested in. Happy to help out our community!

Nine years ago when I moved to Prairie Village I knew this was the city for me. I fell in love with the trees and parks and have enjoyed bringing my 6 and 4 year old children to play in the many different parks in our great city. I would like to do my part in preserving the great reputation our parks have, and work hard to improve them where possible. If chosen to join the park and recreational board, you will be getting a dedicated and detail oriented committee person with a lot of experience watching my kids utilize the beautiful and numerous parks.

* Full Name
Jay Moorman

* Full Address
5807 W 75th Terrace
Prairie Village KS 66208

* **Email**
jmoor1@gmail.com

* Phone
(417) 825-1521

* Select your City Ward
Ward 2

* **Please select your FIRST committee choice**
Parks & Recreation

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

Retired, Former assistant tennis coach at Friends University and Missouri Southern University. Active tennis and pickle ball player. PhD in communication. Former professor, dean, academic VP, budget and planning knowledge.

* Full Name
Mr. Kevin Murphy

* Full Address
8136 Rosewood Drive
Prairie Village ks 66208

* **Email**
murphykevin77@aol.com

* Phone
(913) 948-3227

* Select your City Ward
Ward 4

* **Please select your FIRST committee choice**
Parks & Recreation

* **Please select your SECOND committee choice**
Parks & Recreation

* **Please select your THIRD committee choice**
Parks & Recreation

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

Prairie Village resident since 2017, retired news reporter very familiar with city government and parks and recreation functions. Kansas City area resident for 34 years, except for 4 years living in DC. Helping with proposal to have signs mark the Santa Fe Trail through Prairie Village. Golfer. Frequent user of city parks and pool. Married, with one daughter, in college.

This application is available November 1 through December 31 or when there are specific mid-year vacancies. Appointments are typically made by the end of February.

Thank you for your interest in serving our community.

* Full Name
Ms Abby Magariel

* Full Address
4210 West 69th Terrace
Prairie Village KS 66208

* **Email**
abbypmagariel@gmail.com

* Phone
(913) 461-5786

* Select your City Ward
Ward 1

* **Please select your FIRST committee choice**
Arts Council

* **Please select your SECOND committee choice**
Prairie Village Foundation

* **Please select your THIRD committee choice**
Parks & Recreation

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

I'm the Educator/Curator of the Michael Klein Collection, a world-class collection of Judaica at B'nai Jehudah in Overland Park. I have a MA in Museum Studies from KU, and have been a museum educator since 2007. The Klein Collection is comprised of Jewish art, ritual objects & material culture dating back centuries, from five continents. I am well versed in collection management/care, label writing and managing staff/volunteers. Other areas of interest: Kansas/KC history, vocal music, cooking.

This application is available November 1 through December 31 or when there are specific mid-year vacancies. Appointments are typically made by the end of February.

Thank you for your interest in serving our community.

* Full Name
Chi Nguyen

* Full Address
7416 Springfield Street
KS Prairie Village 66208

* **Email**
writechi@gmail.com

* Phone
(703) 731-5849

* Select your City Ward
Ward 3

* **Please select your FIRST committee choice**
Diversity Committee

* **Please select your SECOND committee choice**
Prairie Village Foundation

* **Please select your THIRD committee choice**
Arts Council

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

I am Chi Nguyen, Vietnamese American, refugee/immigrant. I grew up in Alexandria, VA, have my undergrad degree from Virginia Tech & Masters degree from Wilmington College. I moved to PV, KS in 2019 because my oldest son plays for the Sporting KC Academy. I have two sons. The oldest attends Shawnee Mission East & my younger son attends Belinder Elem. I've been a recruiter for 21 years, currently work for GDIT. I have served on a non profit board & leadership team for The Open Table KC.

This application is available November 1 through December 31 or when there are specific mid-year vacancies. Appointments are typically made by the end of February.

Thank you for your interest in serving our community.

* Full Name
Karen Heath

* Full Address
6003 W 75TH TER
KS PRAIRIE VILLAGE 66208

* **Email**
kl_heath@yahoo.com

* Phone
(913) 485-8403

* Select your City Ward
Ward 2

* **Please select your FIRST committee choice**
Diversity Committee

* **Please select your SECOND committee choice**
Diversity Committee

* **Please select your THIRD committee choice**
Diversity Committee

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

I have lived in at my current address since August 2000, and I enjoy Prairie Village for the established neighborhoods, trees, walkability, shops, and people! I am a lesbian, an avid cyclist and a volunteer with several non-profits (Habitat for Humanity and AIDS Service Foundation). I was happy to learn that a Diversity task force/committee was established. Despite being a great place to live, there is work to be done to make PV a great place for EVERYONE. I want to help with that mission.

This application is available November 1 through December 31 or when there are specific mid-year vacancies. Appointments are typically made by the end of February.

Thank you for your interest in serving our community.



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 12, 2022

Council Committee Meeting Date: January 18, 2022

Consent Agenda Date: February 7, 2022

COU2022-07: Consider 2022 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2022 Recreation Fee Schedule as approved by the Parks & Recreation Committee.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they are reasonable and keep pace with any operational increases. The Parks & Recreation Committee voted at their January 12, 2022 meeting to recommend the following changes to the fee schedule in 2022:

- Removal of the pool rental fee - The previous fee of \$350 does not cover the staffing costs for after-hours rentals of approximately \$600. Additionally, these rentals are increasingly burdensome on a limited staff. In 2018 and 2019, two outside rentals took place each year.
- Addition of commercial use tennis court rental fee - When the commercial use fee was added for field rental, a comparable fee wasn't set for tennis courts. City staff has noticed an increasing number of commercial types of use. The committee agreed that a commercial policy would be appropriate.

ATTACHMENTS

2022 Recreation Fee Schedule as approved by the Parks & Recreation Committee

PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 11, 2022

2022 Recreation Fee Schedule

CATEGORY	2019	2020	2021	2022	Percent Change
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RESIDENT

Individual*	\$50	\$50	\$50	\$50	0%
Senior Citizen (60+)*	\$45	\$45	\$45	\$45	0%
5 Swim Card	\$35	\$35	\$35	\$35	0%

*\$10 early bird special in April

Under Age 2 - Free

NON-RESIDENT

Individual*	\$80	\$80	\$80	\$80	0%
Senior Citizen (60+)*	\$70	\$70	\$70	\$70	0%
5 Swim Card	\$40	\$40	\$40	\$40	0%

*\$10 early bird special in April

Under Age 2 - Free

DAILY	\$10	\$10	\$10	\$10	0%
TWILIGHT (after 4:30 pm)	\$5	\$5	\$5	\$5	0%
DAYCARE	\$5	\$5	\$5	\$5	0%

POOL RENTAL	\$350	\$350	\$350		0%
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AQUATICS

Resident	\$110	\$110	\$110	\$110	0%
additional child	\$105	\$105	\$105	\$105	0%
Non-Resident without membership	\$165	\$165	\$165	\$165	0%
Non-Resident with membership	\$115	\$115	\$115	\$115	0%
Lessons (30 minutes)	\$45	\$45	\$45	\$45	0%

TENNIS

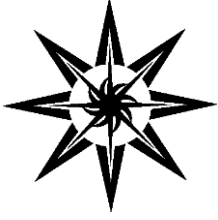
JTL	\$105	\$105	\$105	\$105	0%
additional child	\$100	\$100	\$100	\$100	0%
Private (30 minutes)	\$25	\$25	\$25	\$25	0%
Semi-Private (30 minutes)	\$20	\$20	\$20	\$20	0%
Three & a Pro (1 hour)	\$20	\$20	\$20	\$20	0%

ATHLETIC FIELD RENTAL

Individual Rental (hourly)	\$7.50	\$7.50	\$7.50	\$7.50	0%
Seasonal Practices	\$40	\$40	\$40	\$40	0%
Commercial Use (hourly)	\$20	\$20	\$20	\$20	0%

TENNIS COURT RENTAL

Individual Rental (hourly)	\$7	\$7	\$7	\$7	0%
School Tournament	\$150/day	\$150/day	\$150/day	\$150/day	0%
Private Tournament	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$150/day + \$250 deposit	0%
Seasonal School Rental (per court)	\$50	\$50	\$50	\$50	0%
Commercial Use (hourly)				\$20	0%



ENVIRONMENTAL COMMITTEE

Committee Recommendation: February 7, 2022

Consider approval of a mattress removal and recycling program with Sleepyhead Beds

RECOMMENDATION

The Environmental Committee recommends the City Council approve a mattress removal and recycling program with Sleepyhead Beds in conjunction with the annual large item pickup.

BACKGROUND

With the Johnson County landfill projected to reach capacity by 2043, it is important that our community engage in diversion of large waste items from our landfill, particularly those that can be reused or recycled. Diversion efforts will help to preserve capacity in our landfill, and less landfill waste means less gas emissions (e.g. methane) as waste material decomposes.

At the January 26 Environmental Committee Meeting, the committee considered this circumstance and voted to commit its 2022 budget funds to a mattress pickup and recycling program with Sleepyhead Beds. However, because the overall cost will depend on participation, the total budget impact is unknown. Therefore, the item is now appearing before the Governing Body.

Sleepyhead Beds is a non-profit, 501(c)(3) charitable organization founded in 2010 by past executive director Monica Starr. The organization takes gently-used, donated beds and bedding and distributes them to Kansas City area children and families in need, free of charge. Monica saw first-hand the significant need for beds for the Kansas City metro area children while working with foster youth families as a guardian ad litem. With two part-time employees, a truck and some warehouse space, Sleepyhead Beds was born and during its first year provided 1,200 beds to Kansas City area children. Sleepyhead Beds has grown to include an executive director, 5 staff members and 16 volunteer board members. In 2017 more than 2,000 children and parents received beds and over 56 tons of waste were diverted from landfills.

The Environmental Committee has proposed a partnership with Sleepyhead Beds to divert mattresses destined for the landfill during Prairie Village's annual large item pickup. Residents would be asked to let the City know if they will be putting out mattresses during the pickup and indicate how many and what condition they're in. City staff will then provide a list to Sleepyhead beds, who will visit each of the City's four pickup areas the Friday before Republic Crews will be in the area. The schedule is as follows:

- Week 1 - April 22: all homes west of Roe and north of 79th Street
- Week 2 - April 29: all homes west of Roe and south of 79th Street
- Week 3 - May 6: all homes east of Roe and north of 75th Street
- Week 4 - May 13: all homes east of Roe and south of 75th Street

Any mattresses that are not in a condition to be re-used will be collected by Avenue of Life and recycled.

For 2022, Sleepyhead Beds has offered Prairie Village a rate of \$19/mattress. Sleepyhead Beds has a similar program in Overland Park where the large item pickup is offered to half of the households each year. In 2020 for the Overland Park project a total of 983 pieces were picked up; 518 of those were used by Sleepyhead Beds and 465 were recycled with Avenue of Life.

If Prairie Village households participated at the same rate as Overland Park residents, Sleepyhead Beds and Avenue of Life could anticipate picking up 228 pieces at a cost of \$4,335.50.

City staff asked solid waste contractor Republic Services for any information they could provide on the number of mattresses hauled to the landfill in recent years during the large item pickup. While that data was not available, Republic Services indicated anywhere from 5%-10% of households may put at least one mattress out for collection. With 8,450 houses on the City's solid waste contract, 5% participation would result in 423 mattresses at a cost of \$8,037, and 10% would result in 845 at a cost of \$16,055.

FUNDING

Because this would be the first year for a mattress recycling program in Prairie Village, and the cost is dependent upon participation, the budget impact is unknown. Based on participation estimates outlined above, the project cost could be between \$4,335 - \$16,055.

The Environmental Committee has committed its 2022 budget of \$8,000 in support of the mattress recycling project. Additional costs above \$8,000 would come from the general fund.

ATTACHMENTS

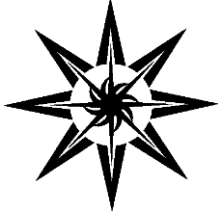
None

PREPARED BY

Ashley Freburg

Public Information Officer

Date: February 1, 2022



ADMINISTRATION

City Council Meeting Date: February 7, 2022

COU2022-13: Consider Agreement with Witt O'Brien's, LLC to provide consulting services to the City regarding use of the American Rescue Plan Act Funds.

SUGGESTED MOTION

Move that the Council approve the agreement with Witt O'Brien's, LLC to provide consulting services regarding use of the American Rescue Plan Act funds.

BACKGROUND

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

According to the allocation formula, the City of Prairie Village will receive in total \$3,382,298.77. Fifty-percent of the funds, or \$1,691,149.39, were received in July of 2021 and the additional fifty-percent will be distributed in July of 2022. Cities will have until 2024 to obligate the funds. In general, the legislation allows for the following uses: support for public health response, replacement of public sector revenue loss, water and sewer infrastructure, addressing negative economic impacts, premium pay for workers, and broadband infrastructure.

The U.S. Department of the Treasury is responsible for oversight of how these funds are spent. While the recently released "Final Rule" provides flexibility especially under the category of "revenue replacement", the City must still comply with federal audit, procurement and reporting requirements. The City desires the services of Witt O'Brien's to provide professional consultation and advice regarding the use of the funds to assure compliance with federal requirements. The menu of services could also include grant management, data management, financial and budget management, contract management and oversight, staff augmentation, and after-action performance reviews. Which services are needed will depend on the type of project the City pursues. Services will be charged on an as-needed basis at hourly rates ranging between \$95 and \$225/hour, in an amount not to exceed \$45,000 over the next 12 months.

FUNDING SOURCE

These costs are allowable expenses out of the American Rescue Plan Act funds. The City Council authorized the City Administrator to spend up to \$25,000 from this fund, and plans to discuss and authorize additional funds in the near future.

ATTACHMENTS:

- Professional Services Agreement with Witt O'Briens, LLC
- Witt O'Brien's Integrated Consulting Services Letter Proposal

Prepared By: Nickie Lee, Finance Director

Date: January 24, 2022

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of the 7th day of February, 2022 ("Effective Date") is entered into by and between:

City of Prairie Village, Kansas ("Client"), a Kansas municipal corporation, with offices at 7700 Mission Road, Prairie Village, KS 66208; and,

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

- 1. Recitals.** The above-referenced recitals are true and correct, and are incorporated herein.
- 2. Scope of Work.** Consultant shall provide the services set forth in Appendix A, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables"). Any additional Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the template attached hereto as Appendix D. All NTPs and Task Orders are incorporated herein by reference.
- 3. Period of Performance.** The initial period of this Agreement shall be for one (1) year from its Effective Date, unless earlier terminated in accordance with this Agreement.
- 4. Fees.** In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.
- 5. Consultant's Responsibilities.** Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.
- 6. Client's Responsibilities.** Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential or confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CONSULTANT;

TO THE EXTENT ARISING FROM OR RELATING TO CONSULTANT'S PERFORMANCE OF THE AGREEMENT.

10.2 CLIENT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CLIENT WHETHER OWNED OR LEASED BY CLIENT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CLIENT; TO THE EXTENT ARISING FROM OR RELATING TO THE CLIENT'S ACTIONS IN CONNECTION WITH THE AGREEMENT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR FRAUD.

10.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

10.4. APPLICATION OF INDEMNITIES AND LIMITATIONS OF LIABILITY. ALL INDEMNITIES AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE) OR OTHER FAULT OR STRICT LIABILITY OF ANY PARTY (INCLUDING ANY INDEMNIFIED PARTY), AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.

11. Acceptance. Client shall have ten (10) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: 7700 Mission Road, Prairie Village KS 66208 and may be submitted every 15 days, or in the alternative every 30 days, and payment is due net 30 days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15 days and payment is due net 30 days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly

once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

17. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

<p>To: City of Prairie Village</p>	<p>Witt O'Brien's, LLC</p>
<p>Attention: Wes Jordan Address: 7700 Mission Road Phone: (913) 381-6464 Email: wjordan@pvkansas.com</p>	<p>Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com</p> <p>For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, Florida 33316 USA Email: blong@ckor.com with a copy to cjoiner@wittobriens.com</p>

18. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

19. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

20. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

21. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the

name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Non-Solicitation of Employees. Intentionally deleted.

24. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

25. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

26. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

27. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

28. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Kansas, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state or federal court of competent jurisdiction serving Johnson County, State of Kansas.

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work ([Appendix A](#))
3. The Rate Schedule ([Appendix B](#))
4. Federal-Related Clauses ([Appendix C](#))

- 5. Task Orders (Appendix D) (if applicable)
- 6. Other Contract Documents.

33. Use of Logo. Intentionally deleted.

34. Termination. This Agreement may be terminated for convenience at any time by Client provided the Client provides Consultant with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

35. Federal Clauses. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with Federal Clauses set forth in Appendix C.

36. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

City of Prairie Village, Kansas	Witt O'Brien's, LLC
Signature: _____	Signature:
Name: Eric Mikkelson	Name:
Title: Mayor	Title:
Date: _____	Date:
ATTEST:	
Signature: _____	
Name: Adam Geffert	
Title: City Clerk	

**APPENDIX A
SCOPE OF WORK**

Consultant shall provide the Services as set out in Consultant Proposal dated January 10, 2022 which is attached hereto as Exhibit A and is incorporated into and forms part of this Agreement.

**APPENDIX B
COMPENSATION/RATES**

Witt O'Brien's proposes a 12-month engagement with the City of Prairie Village, with two one-year renewals. Our fees will be based on the rate schedule outlined below and will be invoiced on a time and materials basis, not to exceed \$45,000 through February 6, 2023.

The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility to the City of Prairie Village in identifying and utilizing services based on dynamic needs of the City.

FEE Schedule

Professional Services	Rate/Hour
Management Consultant V	\$225.00
Management Consultant IV	\$175.00
Management Consultant III	\$150.00
Management Consultant II	\$120.00
Management Consultant I	\$ 95.00

While we anticipate all work for the City of Prairie Village to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate. Provided, that in no event shall the not-to-exceed price established above be exceeded.

APPENDIX C FEDERAL CLAUSES

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal award, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Suspension and Debarment
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
4. Compliance with Byrd Anti-Lobbying Amendment
 - a. Consultant hereby certifies to the best of its knowledge that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

5. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide, Client, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6. Compliance with Federal Law

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations, executive orders, procedures, and directives.

7. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 200.216 Prohibition on certain telecommunications and video surveillance services or equipment, as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit consultant from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subcontractor at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

14. “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights(as applicable)

The Consultant grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by consultants or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the consultant and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal

opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)
 - (a) Applicability. This clause applies to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Contractor shall insert the substance of this clause in all subcontracts.
 - (b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to

determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**APPENDIX D
TASK ORDER TEMPLATE**

This Task Order No. __, Statement of Work for _____ for the _____ (“Task Order”) effective as of _____, between _____ (“Client”) and Witt O’Brien’s, LLC (“Consultant”).

WHEREAS, this Task Order is in support of the _____ (“Agreement”), dated _____, and attached herein as an exhibit;

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal (“Proposal”) dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

[Insert Client]	Witt O’Brien’s, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

January 10, 2022

Mr. Wes Jordan, City Administrator
City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

RE: Proposal for COVID-19 and Federal Assistance Programs Support for the City of Prairie Village

Dear City Administrator Jordan,

We are pleased to present to you with our proposal to support the City of Prairie Village in managing the COVID-19 and federal assistance programs, including funds via the \$1.9 trillion American Rescue Plan (ARP).

While the proliferation of vaccinations is enabling the gradual reopening of local economies nationwide, the financial impact of the COVID-19 pandemic continues to plague households, businesses, schools, healthcare providers, among many others, as they seek to recover from the crisis. The recently appropriated federal assistance provides a historic opportunity to dedicate needed funds to both immediate recovery programs as well as long-term resiliency enhancing investments in infrastructure, workforce development, housing, economic diversification, and broadband expansion, among other critical areas.

Witt O'Brien's is a global leader in crisis and emergency management and brings more than two-decades of experience navigating complex federal assistance programs on behalf of hundreds of state, local, and private sector organizations, nationwide. To date, we have maximized the recovery and implementation of over \$50 billion. Our dedicated, experienced team of more than 500 personnel engaged in the emergency lifecycle is capable of achieving a surge scale of more than 600 when and where needed, and forms part of a larger organization of more than 2,200 employees frequently involved in emergency response and recovery initiatives.

When you partner with Witt O'Brien's, you receive:

Unparalleled, demonstrated COVID-19 expertise: Today, we are actively assisting more than 100 state, local, and territorial governments manage and administer more than \$10 billion in COVID-19 related funding. Our world-class team of experts are former federal emergency managers and local and city administrators, and have first-hand experience being on the front lines of grant management.

Comprehensive, integrated solutions delivery: Our tailored solutions are designed to support our clients through every step of the federal grant recovery and implementation process. We help you make informed decisions, maximize programmatic impact to your communities, provide grant management training and technical assistance, reporting and compliance support, among many other key areas required for successful program stand-up, including rapid development of community partnerships.

Strategic partners and resources: Witt O'Brien's maintains strategic partnerships to ensure all client needs can be met swiftly and accurately. Such relationships provide financial or accounting services, technical support, software platforms, and local staffing support.

For questions related to our services, please contact Matthew Erchull, Managing Director, at merchull@wittobriens.com. We look forward to an impactful partnership with your office and the City of Prairie Village.

Respectfully,
Witt O'Brien's, LLC

Jonathan Hoyes
Senior Managing Director, Government Solutions

1201 15th Street NW
Suite 600
Washington DC 20005

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E: contractrequests@wittobriens.com

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HOW CAN WE HELP?

The myriad of available COVID-19 funding programs creates a wealth of opportunity as well as confusion for states and localities nationwide. Engaging the right support team to ensure immediate understanding of and access to those most beneficial to your near, medium, and long-term objectives is imperative in order to achieve maximum impact. Witt O'Brien's holistic, integrated program management approach supports assessment, program design, organizational capacity development, system and process development, and optimization. Not only do our experts deliver a range of field-tested strategies, tools, templates, and processes, but they serve as force multipliers maintaining the cultural integrity of your internal teams and amplifying existing capabilities.

Our services include:

Organization and Coordination

Develop clear understanding of current programs and associated stakeholders and support centralized and localized coordination amongst designated leadership and agencies/departments. Define roles, responsibilities, and goals for each program and monitor progress.

Grant Management

Support strategic planning, development, and implementation of federally funded grant and assistance programs through grant management best practices and subject matter expertise, including oversight of regulatory compliance requirements and federally mandated quarterly reporting schedules via official reporting systems.

Data Management

Support comprehensive data collection and management practices, including development of streamlined templates, tools, and reporting systems to support centralized and localized/program specific data management and reporting practices, prevent data reporting issues, and enable process improvements.

Financial and Budget Management

Support clients in budget development and provide quality assurance and quality control. Activities include the creation of a streamlined 'budget summary' templates to capture total proposed budget, expected annual expenditures, local cost share requirements (if any), and other important data elements required by financial staff for system entry and/or cost center creation.

Contract Management and Oversight

Oversee assigned program vendors to ensure quality of performance and adherence to specified terms and conditions.

Staff Augmentation

Provide client with auxiliary staffing support to augment existing services and skillsets as determined by approved role and rate schedule.

After-Action and Performance Reviews

Examine past and ongoing program delivery and response management programs to identify and recommend targeted best practices and lessons learned. Activities include project task list development, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

WHY WITT O'BRIEN'S?

Our experts have led or supported response and cost recovery efforts for nearly every major natural or human-caused disaster in the last twenty years. We have provided strategic planning, program design, and overall implementation of federally funded programs including more than **\$10 billion in response in Hurricane Katrina, over \$8 billion from the numerous 2017 Hurricanes including Irma, Maria, and Harvey, and most recently \$10 billion in COVID-19 related funds.**

Recent examples of support from across the country include:

- Program design, implementation, and staff augmentation support for a county with \$250 million in Coronavirus Relief Fund (CRF) allocations
- COVID-19 related federal assistance support for a state-level Emergency Rental Assistance Program including programmatic planning, operational support, and implementation services for over \$1 billion in CRF and nearly \$3 billion in federally allocated assistance from HR133 and the American Rescue Plan
- Federal grant management and oversight of 67 funded broadband infrastructure projects totaling \$50 million for major U.S. state connecting more than 200 communities and thousands of households within 60 days
- Vaccination program planning and management for major U.S. metropolitan county to stand up new fixed and mobile sites with capacity of 20,000 vaccinations per week

We have in depth legal and regulatory knowledge of the **Coronavirus Preparedness and Response Supplemental Appropriations Act**, which provides \$8.3 billion in relief government wide, the **Coronavirus Relief Fund, the Coronavirus Aid, Relief, and Economic Security Act (CARES), Emergency Rental Assistance Program (ERAP)**, and the most recent, \$1.9 trillion **American Rescue Plan**. We also are adept at applying the Department of Homeland Security's **Robert T. Stafford Disaster Relief and Emergency Assistance Act**, as amended, and related authorities including 44CFR, 2CFR, FEMA FP 104-009-2 PA Program and Policy Guide, **Sandy Recovery and Improvement Act**, and the **Disaster Recovery Reform Act of 2018 (DRRA)**.

Witt O'Brien's also provides technical assistance and guidance for grants issues under the following agencies:

- | | |
|---|--|
| • U.S. Center for Disease Control and Prevention (CDC) | • U.S. Department of Education RESTART |
| • U.S. Department of Health and Human Services (HHS) | • U.S. Department of Agriculture (USDA) |
| • U.S. Department of Transportation (DOT) | • Federal Highway Administration (FHWA) |
| • U.S. Department of Commerce Economic Development Agency (EDA) | • U.S. Small Business Administration (SBA) |
| | • Federal Transit Administration (FTA) |
| | • Federal Aviation Administration (FAA) |



Witt O'Brien's integrated consulting approach is further substantiated by its affiliation with parent company SEACOR Holdings, Inc. (annual revenue of \$750 million), which can trace its corporate roots to 1919 as a U.S. federal government contractor. Today, SEACOR provides transportation and logistics solutions to a diverse range of federal, state, and local clients as well as private sector entities, including more than 32 unique Fortune 100 companies. Throughout the COVID-19 pandemic, the SEACOR family has supported the global supply and logistics chain, infrastructure projects, and impacted communities and governments nationwide. SEACOR has a

long history responding to crisis events transporting essential relief goods following major disasters, including the Exxon Valdez, Deepwater Horizon, Hurricanes Maria, Irma, Dorian, and the recent Suez Canal blockage. As of 2021, SEACOR's global operations span all seven continents, seven seas, and the U.S. states and its territories.

Current Witt O'Brien's Clients for COVID-19 Recovery

States		
<ul style="list-style-type: none"> • Delaware State Housing Authority • Idaho Dept of Health and Welfare • Iowa Finance Authority • Iowa Economic Development Authority • Kansas (supporting all 105 counties) • Kansas Dept of Admin • Kansas Dept of Commerce • Kansas Dept of Health & Environment 	<ul style="list-style-type: none"> • Kansas Housing Resource Corporation • Minnesota Housing Finance Agency • New York State Homes and Community Renewal • Pennsylvania Dept of Health • Rhode Island Housing • Rhode Island Dept of Admin • South Carolina Emergency Management Division 	<ul style="list-style-type: none"> • South Carolina Dept of Health and Environmental Control • Texas Dept of Housing and Community Affairs • West Virginia Housing Development Fund
Counties		
<ul style="list-style-type: none"> • City of Hoover, AL • Jefferson County, AL • Sacramento County, CA • Santa Clara County, CA • Clay County, FL • Hardee County, FL • Indian River County, FL • Marion County, FL • Pinellas County, FL • Putnam County, FL • Hall County, GA • Pottawattamie, IA • Franklin County, KS • Geary County, KS 	<ul style="list-style-type: none"> • Graham County, KS • Johnson County, KS • Kingman County, KS • Riley County, KS • Rooks County, KS • Sedgwick County, KS • Shawnee County, KS • Frederick County, MD • Montgomery County, MD • Hennepin County, MN • St. Louis County, MO • Suffolk County, NY • Ocean County, NJ 	<ul style="list-style-type: none"> • Cleveland County, OK • Garvin County, OK • McClain County, OK • Grant County, OR • Berks County, PA • Erie County, PA • Delaware County, PA • Montgomery County, PA • Galveston County, TX • Kerr County, TX • Arlington County, VA • King County, WA • Snohomish County, WA
Municipalities		
<ul style="list-style-type: none"> • Tempe, AZ • San Jose, CA • Culver City, CA • Long Beach, CA • Town of Davie, FL • Oakland Park, FL 	<ul style="list-style-type: none"> • Pompano Beach, FL • City of Key Biscayne, FL • City of Dunedin, FL • City of Roeland Park, KS • Morehead City, NC • Township of Toms River, NJ 	<ul style="list-style-type: none"> • Township of Berkeley, NJ • City of Moore, OK • Kerrville, TX • City of Norfolk, VA
Educational Institutions		
<ul style="list-style-type: none"> • CalTech, CA • California State Univ System, CA • San Jose Evergreen Community College District, CA 	<ul style="list-style-type: none"> • Broward County Schools, FL • Vincennes University, IN • Lafayette Parish School System, LA 	<ul style="list-style-type: none"> • Univ of North Carolina System, NC • Norman Public Schools, OK
Healthcare		
<ul style="list-style-type: none"> • Memorial Healthcare System, FL • Archbold Medical Center, GA • Southeast Georgia Health System • Upson Regional Medical. GA • Edward Elmhurst Health, IL • Maine General Health, ME • Erickson Living, MD • New Hanover Regional Medical Center, NC 	<ul style="list-style-type: none"> • Albany Medical Center, NY • Amsterdam Nursing Home, NY • Bishop's Commons, NY • Episcopal Health Service, Inc., NY • Metropolitan Jewish Health System, NY • Miriam Osborn Memorial Home Association, NY • Rebekah Rehab and Extended Care Center, NY 	<ul style="list-style-type: none"> • Richmond University Medical Center, NY • St. Francis Commons, NY • The Osborn, NY • Village Care, NY • Weill Cornell Medicine, NY • INTEGRIS Health, OK • Conway Medical Center Foundation, SC
NGOs		
<ul style="list-style-type: none"> • Love City Strong, USVI • U.S. Council of Mayors • National Assoc of Counties 	<ul style="list-style-type: none"> • Intl Assoc. of Emergency Mgrs. • FL Assoc of Counties 	<ul style="list-style-type: none"> • CA State Assoc of Counties • NJ State Assoc of Counties

WHO IS THE TEAM?

Witt O'Brien's senior leadership are at the forefront of national thought leadership on addressing multiple COVID-19 federal funding streams simultaneously. Our Community Service practice utilizes internally developed comprehensive tools, templates, methods, and processes to enable quick and effective implementation of complex, regulatory-compliant programs. Our integrated program management approach ensures appropriate oversight and coordination of all critical and necessary program functions by all relevant stakeholders.

Brad Gair, CEM is internationally recognized for his disaster management expertise. He served as a FEMA Federal Coordinating Officer after scores of disasters, including the 9/11 attacks in New York, and Hurricane Katrina. After Hurricane Sandy, he served as New York City's Deputy Commissioner of Emergency Management (under Mayor Bloomberg), leading a \$4.2 billion housing recovery program. He also led an \$8 billion recovery and resilience program for the U.S. Virgin Islands. Over the past 10 months, Mr. Gair has been providing strategic advice and support to address COVID-19 to the highest levels of state and local Governments.

Jonathan Hoyes, MBA has 30 years of experience in the public and private sectors, with a focus on risk management, community assistance, and infrastructure recovery. As the Senior Managing Director for Witt O'Brien's Government Solutions Division, he is currently focused on providing support to state and local government on all aspects of COVID-19 response. Through March of 2020, he was the Accountable Senior Executive for the FEMA Public Assistance (PA) Program nationwide, as FEMA's Director of the PA Division at headquarters. In that role, Jonathan was responsible for the entire PA Program – regulations, policy, audits, appeals, program delivery, training, and staff. In 2019, he was the Lead Federal Official and Federal Disaster Recovery Coordinator (FDR) / Federal Coordinating Officer (FCO) for Puerto Rico and the U.S. Virgin Islands (USVI) – the largest recovery effort in United States history.

William Roche joined Witt O'Brien's in 2020 after more than 20 years in disaster planning, response, and recovery. He served in the Senior Executive Service as Deputy Regional Administrator for FEMA Region IX, Region IX's Recovery Division Director, and the Accountable Executive for the PA Division at FEMA Headquarters. Mr. Roche managed the national PA Grant Program, the Fire Management Assistant Grant Program (FMAG), the Community Disaster Loan Program (CDL), and the Special Community Disaster Loan Program (SCDL). He is currently serving as Program Manager and Senior Advisor responsible for coordination, implementation, and delivery of the PA Grant Program and Hazard Mitigation Grant Program for Hurricane Irma and Maria disasters encompassing over 2,000 project grants and billions of federal disaster funding in the U.S. Virgin Islands.

Matthew Erchull is an expert in the development of large-scale and complex federally-funded programs. He is a nationally recognized subject matter expert in the development of public policy, program, and project management, research, and quantitative analysis focused on assisting state and local governments, NGOs, and private non-profits with federally funded HUD, HHS, FEMA, DHS, EDA, DOT, DOC, DOI and DOJ grant programs. He currently oversees an industry leading practice assisting more than 95 states, local, and territorial governments and non-profits across the country, advising on the compliant use of over \$10 billion of COVID-19 federal assistance.

Matthew Hanson, CGMS brings more than 25 years of experience in government program and grant management, finance, and agency operations at the federal, state, and local levels. Currently, Matthew supports clients nationwide by providing strategic planning, development and implementation of federally funded grant and assistance programs through grant management best practices and subject matter expertise. Before joining Witt O'Brien's, he served as Assistant Director of the Arizona Governor's Office of Strategic Planning and Budgeting, Economic Recovery Management Team. He supported the state's response to and recovery from COVID-19 through administration of the CARES Act and other federal programs. He was fully engaged in stakeholder engagement and outreach, project management, grant management, and financial oversight. His analyses of the COVID-19 relief bills were key to developing appropriate programs, workflows, and impactful executive-level briefings to the Governor's Office and other state leaders. He also created and delivered training to internal staff and external stakeholders.

WHAT IS THE COST?

Witt O'Brien's fees are based on the rate schedule outlined below. The City of Prairie Village will be invoiced on a time and materials basis, for the work performed by the Witt O'Brien's project team.

Proposed Engagement Terms

Witt O'Brien's proposes a 12-month engagement with the City of Prairie Village, with two one-year renewals. Our fees will be based on the rate schedule outlined below and will be invoiced on a time and materials basis, not to exceed to \$45,000 through January 9, 2023.

The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility to the City of Prairie Village in identifying and utilizing services based on dynamic needs of the Town.

Proposed Fee Schedule

Professional Services	Rate/ Hour
Management Consultant V	\$225
Management Consultant IV	\$175
Management Consultant III	\$150
Management Consultant II	\$120
Management Consultant I	\$95

While we anticipate all work for the City of Prairie Village to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

WHAT ARE THE NEXT STEPS?

Witt O'Brien's appreciates the City of Prairie Village review and consideration of this proposal. We sincerely hope to forge a long and meaningful partnership with the City of Prairie Village and its employees. For next steps in establishing a contract for services with Witt O'Brien's, please contact either Courtney Ring, Vice President, by phone at (713) 898-6114 or by email at cring@wittobriens.com or Matthew Erchull, Community Services Managing Director, by phone at (340) 642-9376 or by email at merchull@wittobriens.com.



COU2022-14: Consider extending ordinance requiring the wearing of face coverings or masks during the COVID-19 public health emergency and recovery

BACKGROUND

The current face covering/mask ordinance expires at midnight on February 16, 2022. City Staff has received very few complaints directly, and the Police Department has not issued any tickets to anyone for violating the ordinance.

Dr. Sanmi Areola, the Director of the Johnson County Department of Health and Environment, is planning on attending the Council meeting and will be able to provide more current data at that time.

OPTIONS

1. No action and the ordinance will expire by default.
2. Extend the current ordinance with a new date of expiration of March 16, 2022.
3. Amend the current ordinance with any changes and a new date of expiration.

ATTACHMENTS

Current Ordinance
Ordinance with new date of expiration

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
January 31, 2022

ORDINANCE NO. 2465

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; AMENDING CHAPTER 11 (PUBLIC OFFENSES & TRAFFIC), ARTICLE 2 (LOCAL REGULATIONS) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH PANDEMIC AND RECOVERY.

WHEREAS, the governing body of the City of Prairie Village, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Johnson County, Kansas, is currently an area where there is a "high" level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Prairie Village, and also presents a serious threat to reopening and reviving the City's economy;

WHEREAS, research shows that COVID-19 and its variants are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze;

WHEREAS, the CDC has issued certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, Chief Medical Officers from the region's hospital systems have advised that the regional healthcare system is currently in the throes of an unprecedented health care crisis that impacts the availability of and access to health care for all Prairie Village and regional residents, caused by the resurgence of COVID-19 patients and related hospital staff shortages; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Prairie Village is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village, by requiring that masks or other face coverings be worn as described in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. Section 11-222 of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

11-222 WEARING MASKS IN PUBLIC PLACES OF BUSINESS DURING THE COVID-19 PUBLIC HEALTH EMERGENCY AND RECOVERY.

(A) **Mask or other face covering; definitions and applicability.**

- (1) "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen, and may include a plastic face shield. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- (2) "Public space" means any indoor space or area that is open to the public.
 - (a) Except as set forth in subsection (B)(2) below, the term "public space" does not include private residential property or private offices or workspaces that are not open to customers or public visitors.
 - (b) The term "public space" shall not include, and this Section 11-222 shall not apply to (i) churches, synagogues, mosques, or other places of religious worship, (ii) public or private schools, or (iii) public buildings or facilities owned or operated by any unit of government or political subdivision other than the city itself, including but not limited to those buildings or facilities owned or operated by the county, the school district, the state, or the federal government, or any agency or division thereof.

(B) **Mask or other face covering; when required.** All persons in the city shall cover their mouths and noses with a mask or other face covering when they are in the following situations:

- (1) Inside any indoor public space; or
- (2) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider.

(C) **Mask or other face covering; exemptions.** The following individuals are exempt from wearing a mask or other face covering in the situations described in subsection (B) above:

- (1) Persons aged five years or under—children aged two years and under in particular should not wear a mask or other face covering because of the risk of suffocation;
- (2) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a mask or other face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- (3) Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- (4) Persons for whom wearing a mask or other face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- (5) Persons who are obtaining a service involving the nose or face for which temporary removal of the mask or other face covering is necessary to perform the service;
- (6) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking;
- (7) Persons who are engaged in an organized sports or athletic activity that allows persons or athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- (8) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- (9) Persons engaged in religious services, ceremonies or activities;
- (10) Persons engaged in an activity or event held or managed by the Kansas Legislature;
- (11) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and
- (12) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

(D) Mask or other face covering; penalties; enforcement.

- (1) The knowing and willful failure or refusal to comply with the requirements of this Section 11-222 shall be an unclassified violation. Any fine imposed for a violation of this section shall not exceed \$25.00.
- (2) This Section 11-222 may be enforced by the police department, with appropriate proceedings following citation in municipal court.
- (3) Notwithstanding the foregoing, violation of any provision of this Section 11-222 constitutes an imminent threat and immediate menace to public health. All remedies prescribed in this Section 11-222 or otherwise available under applicable law, shall be cumulative, and the use of one or more remedies by the city shall not bar the use of any other remedy to enforce this Section 11-222.
- (4) It shall be an affirmative defense to any prosecution under subsection (B)(1) or (B)(2) that the person in violation is an individual listed under subsection (C).

(E) Mask or other face covering; Federal/state/county orders.

The provisions of this Section 11-222 shall not apply to the extent such provisions directly conflict with any current or subsequent orders issued by the United States Federal government (or agency thereof), the State of Kansas (or agency thereof), the Governor of the State of Kansas, the Board of County Commissioners for Johnson County, Kansas, the Local Health Officer of Johnson County, Kansas, or other applicable authorities.

(F) Mask or other face covering; effective term. The provisions of this Section 11-222 shall be in effect until 11:59 p.m. on February 16, 2022, unless further extended by ordinance of the governing body.

(G) Mask or other face covering; severability. Severability is intended throughout and within the provisions of this section. If any subsection, sentence, clause, phrase, or portion of this section is held to be invalid, illegal, or unconstitutional by any court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this section.

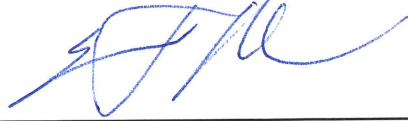
Section 2. Section 11-222 of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, is hereby repealed.

Section 3. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on JANUARY 12, 2022.

APPROVED by the Mayor on JANUARY 12, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS



Eric Mikkelson, Mayor

ATTEST:



Adam Geffert, City Clerk

ORDINANCE NO. 2466

AN ORDINANCE AMENDING AND EXTENDING SECTION 11-222(F) OF THE CODE OF THE CITY OF PRAIRIE VILLAGE TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH PANDEMIC AND RECOVERY.

WHEREAS, the governing body of the City of Prairie Village, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), Johnson County, Kansas, is currently an area where there is a "high" level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Prairie Village, and also presents a serious threat to reopening and reviving the City's economy;

WHEREAS, research shows that COVID-19 and its variants are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze;

WHEREAS, the CDC has issued certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, Chief Medical Officers from the region's hospital systems have advised that the regional healthcare system is currently in the throes of an unprecedented health care crisis that impacts the availability of and access to health care for all Prairie Village and regional residents, caused by the resurgence of COVID-19 patients and related hospital staff shortages;

WHEREAS, Section 11-222 of the Code of the City of Prairie Village, Kansas, currently specifies that the requirements of Section 11-222 will expire on February 16, 2022, unless further extended by ordinance of the Governing Body; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Prairie Village is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Prairie Village, by requiring that masks or other face coverings be worn as described in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. That Section 11-222(F) of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

(F) **Mask or other face covering; effective term.** The provisions of this Section 11-222 shall be in effect until 11:59 p.m. on March 16, 2022, unless further extended by ordinance of the governing body.

Section 2. Section 11-222(F) of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, is hereby repealed.

Section 3. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on February 7, 2022.

APPROVED by the Mayor on _____, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 12, 2022

Council Committee Meeting Date: January 18, 2022

City Council Meeting Date: February 7, 2022

COU2022-10:

Consider approval of revisions to CP509 - Swimming Pool Schedule

RECOMMENDATION

Recommend approval of revisions to CP509 - Swimming Pool schedule, establishing new hours for the regular season, and clarifying current practice for reduced and special hours.

BACKGROUND

In 2021, in an effort to hire more lifeguards, city staff recommended a noon opening for all pools within the pool complex as a way to capture 15-year-old lifeguards. Children under the age of 16 may not work more than eight hours in one day, nor more than 40 hours in one week. Previously, the city only hired 16 year old guards to account for the longer work day with an 11 a.m. opening time. That effort proved successful and one third of the lifeguard staff hired was age 15, and played a large part in running a complete operation in 2021.

Due to the successes in hiring, as well as a more streamlined operation, city staff recommends formally adopting the noon opening time moving forward.

Additionally, the Council Policy was in need of general updates, as outlined:

Current practices that were not in written policy, including:

- Reduced hours beginning in August
- Slide/diving area closure during dive meets
- 6 p.m. closure on Fourth of July

New changes to the special pool hours, including:

- Adjustment of pool closure for swim meets to begin at 4 p.m. from 4:30 p.m.
- 5 p.m. closure on Labor Day to allow pool staff more time for closing operations (currently closes at 6 p.m.)

ATTACHMENTS

CP509 - Swimming Pool Schedule, red-lined

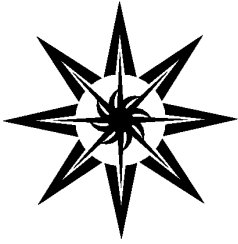
CP509 - Swimming Pool Schedule, with changes

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: January 11, 2022



City Council Policy: CP509 - Swimming Pool Schedule

Effective Date: ~~January 2, 2018~~ February 7, 2022

Amends: ~~December 20, 1999~~ January 2, 2018

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish hours of operation for the Prairie Village Municipal Swimming Pool.

III. RESPONSIBILITY

A. Pool Manager

IV. DEFINITIONS

V. POLICY

A. The Prairie Village Pool opens Saturday of Memorial Day Weekend and closes for the season on Labor Day.

B. Regular Pool Hours:

- | | | |
|---------------|-----------------------------------|---|
| 1. | 11:00 a.m. - 8:00 p.m. | Leisure Pool |
| 2. | 11:00 a.m. - 8:00 p.m. | Wading Pool (6 & under) |
| 3. | 12:00 p.m. - 8:00 p.m. | Diving, Meter & Adult & Slide Pools open |
| 4. | 12:00 p.m. - 8:00 p.m. | Lap Lanes |
| 1. | 12 p.m. - 8 p.m. | All Pools |
| 2. | 4:30 p.m. - 7:00 p.m. | Lap Lanes - (adults only) |

C. Reduced Hours:

1. The pool complex will be open on weekdays from 2 p.m. - 8 p.m. beginning the first Monday in August
2. The pool complex will be open on weekdays from 4:30 p.m. - 8 p.m. beginning the second Monday in August.
3. Weekend hours will remain 12 p.m. - 8 p.m.
4. During reduced hours, lap lanes will be available to all patrons.

D. Special Pool Hours:

1. The All pools will close at 4:30-00 p.m. for swim meets as posted at the pool.
2. The slides and diving well will close at 4:30 p.m. for dive meets)
3. Moonlight Swims will be held from 8:00 p.m. - 10:00 p.m. (as designated by the pool manager)
4. The same regulations in effect for days shall be in effect during moonlight swims. The pool will close at 6 p.m. on the Fourth of July.
5. The pool will close at 5 p.m. on Labor Day.

~~G-E.~~ Operation of the pool will be subject to the Pool Manager's discretion based upon weather conditions and staffing levels.

VI. PROCEDURES



City Council Policy: CP509 - Swimming Pool Schedule

Effective Date: February 7, 2022

Amends: January 2, 2018

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish hours of operation for the Prairie Village Municipal Swimming Pool.

III. RESPONSIBILITY

A. Pool Manager

IV. DEFINITIONS

V. POLICY

A. The Prairie Village Pool opens Saturday of Memorial Day Weekend and closes for the season on Labor Day.

B. Regular Pool Hours:

1. 12 p.m. - 8 p.m. All Pools
2. 4:30 p.m. - 7 p.m. Lap Lanes - adults only

C. Reduced Hours:

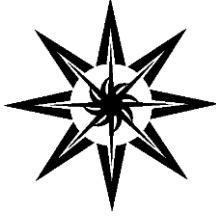
1. The pool complex will be open on weekdays from 2 p.m. - 8 p.m. beginning the first Monday in August
2. The pool complex will be open on weekdays from 4:30 p.m. - 8 p.m. beginning the second Monday in August.
3. Weekend hours will remain 12 p.m. - 8 p.m.
4. During reduced hours, lap lanes will be available to all patrons.

D. Special Pool Hours:

1. All pools will close at 4:00 p.m. for swim meets.
2. The slides and diving well will close at 4:30 p.m. for dive meets
3. Moonlight Swims will be held from 8:00 p.m. - 10:00 p.m. as designated by the pool manager
4. The pool will close at 6 p.m. on the Fourth of July.
5. The pool will close at 5 p.m. on Labor Day.

E. Operation of the pool will be subject to the Pool Manager's discretion based upon weather conditions and staffing levels.

VI. PROCEDURES



PUBLIC WORKS DEPARTMENT

Council Committee of the Whole Date: February 7, 2022
Council Date: February 21, 2022

COU2022-15 CONSIDER CONSTRUCTION CONTRACT FOR TALIAFERRO PARK SHELTER AND RESTROOM IMPROVEMENTS (BG460001)

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Combes Construction LLC for the Taliaferro Park Shelter and Restroom Improvements (BG460001).

BACKGROUND

This bid package includes the new construction of a permanent restroom and replacement of the shelter at Taliaferro Park, 2900 W 79th Street.

The restroom is styled like the restrooms at Porter and Wassmer with a color palette to match Taliaferro Park (shown to the right).

The shelter was bid with two options, a pre-fabricated steel structure or a custom built structure (shown below). Staff recommends the custom built shelter as the final construction option for this park.



On January 21, 2022, the City Clerk opened bids for the project. Four (4) acceptable bids were received. Two (2) additional bids received were incomplete and disqualified.

Bidder	Amount
Combes	\$ 521,367.57
Herner	\$ 590,488.01
Centric	\$ 633,385.02
Gunter	\$ 704,976.00
Consultant's Est.	\$ 447,323.00

The consultant's estimate is approximately 14% below the low bid. The purpose of the consultant's estimate is the benchmark we use to reflect market pricing and serve as a baseline for bid evaluation. In compiling the estimate the consultant attempted to anticipate market conditions; however the market is changing rapidly and some were unforeseen. These changes are due to the current pandemic and its effect on transportation, supply and manufacturing. It is staff's opinion that there is no benefit to rebidding the project as the market remains in flux.

In order to evaluate for reasonableness the Engineer has contacted another park agency and vendors regarding the market. The Engineer then reviewed all bids and recommends award to the lowest responsible bidder, Combes Construction, in the amount of \$521,367.57. This cost includes the custom built shelter option that was considered.

The overall project budget is sufficient to award the project as recommended. However, the higher costs have absorbed the contingency that staff normally has in reserve for testing and any unforeseen construction costs. A transfer from the Park Infrastructure Reserve to the project in the amount of \$25,000 will re-fund the contingency.

FUNDING SOURCES

Funding is available in the CIP project BG460001 for the Shelter and Restroom Improvements.

Construction Award	BG460001	\$521,367.57
Contingency (Transfer)		\$25,000.00

ATTACHMENTS

1. Construction Agreement with Combes Construction LLC

PREPARED BY

Melissa Prenger, Senior Project Manager

February 2, 2022

CONSTRUCTION AGREEMENT



BG460001

TALIAFERRO PARK Shelter & Restroom

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

COMBES CONSTRUCTION LLC

CONSTRUCTION CONTRACT
FOR
BG460001 TALIAFERRO PARK Shelter & Restroom

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
COMBES CONSTRUCTION LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 2022, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and COMBES CONSTRUCTION LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project TALIAFERRO PARK Shelter & Restroom , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Five Hundred Twenty One Thousand, Three hundred sixty-seven and 57/100 DOLLARS (\$521,367.57)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. **WORK SCHEDULE:**

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

accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor

is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
 - Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole

or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7)

days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and

claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

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

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

Limits (Same as Commercial General Liability) -
 Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:
 NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

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

Limits -

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

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims

for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

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

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

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

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance

security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

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

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
 - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
 - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

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

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion

including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

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

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and

- to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

COMBES CONSTRUCTION LLC

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

COMBES CONSTRUCTION LLC

(typed company name)

7700 Mission Road

6925 W 206TH STREET, UNIT C

(typed address)

Prairie Village, Kansas 66208

BUCYRUS, KANSAS 66013

(typed city, state, zip)

913-782-9400

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

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

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, February 7, 2022

Arts Council	02/09/2022	5:30 p.m.
Tree Board	02/09/2022	6:00 p.m.
City Council work session	02/12/2022	8:00 a.m.
Diversity Committee	02/16/2022	5:30 p.m.
Presidents' Day (City offices closed)	02/21/2022	
City Council	02/22/2022	6:00 p.m.

INFORMATIONAL ITEMS
February 7, 2022

1. Arts Council meeting minutes – November 10, 2021
2. Environmental Committee meeting minutes – December 1, 2021
3. Diversity Committee meeting minutes – December 15, 2021
4. Planning Commission meeting minutes – January 4, 2021
5. Final crime report - 2021
6. February plan of action

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
Zoom
Wednesday, November 10, 2021 5:30 PM

BUSINESS MEETING

Bonnie Limbird called the meeting to order at 5:30 after 15 minutes of social time to catch up with one another. Council members present were Trudy Williams, Jessie Cartwright, Shelly Trewolla, Sheila Evans, Karin Jones, Maddie Kamphaus, Bonnie Limbird, and Nicole Lee.

Jessie Cartwright and Shelia Evans moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

Public Participation none.

Karin Jones moved to approve the **Consent Agenda**. A second is not required for consent agenda. The Consent Agenda was unanimously approved.

Bonnie gave a **City Council Update**, including a recap of the Mayor's Tree Lighting event and information on the upcoming Volunteer Appreciation event at Meadowbrook.

Current Year Financial Update: Bonnie pointed out the State of the Arts award checks were the bulk of payments in October. We earned over \$3,000 in entry fees to cover the award costs. Expenses for State of the Arts have not been submitted yet. The annual donation from First Washington has also been posted to our account.

Old Business: Bonnie confirmed that all volunteers have turned in their waivers. Nickie will let us know if she needs anything from anyone else.

The committee voted unanimously to cancel the December meeting for the holidays.

New Business: Council voted unanimously to reallocate the 2022 KC Studio budget line item to KCUR for a radio campaign, and tabled the decision on Arts Council of JoCo Shooting Stars sponsorship.

Announcement: Jessie shared that the separate JCPRD committee she and Shelly are on for the **JCPRD Art in the Park** sculpture program have made their final selection of sculpture: Gateway by Amie Jacobsen.

Motion to adjourn the business meeting passed unanimously, and the meeting was adjourned at 6:05 PM.

PLANNING COMMITTEE AS A WHOLE

EVENT REPORT

October-November State of The Arts - Julie and Al were not in attendance. The winners show will come down the first weekend of December, and all award checks have been disbursed.

PLANNING AHEAD

2022 Shows - Karin volunteered to lead with the March/April show at R.G.E. and/or the Senior Show. More discussion needed.

Future of the Arts - Maddie Kamphaus shared that she and Kathy Clark have not had a chance to meet yet, but she has ideas and will get in touch with her asap.

Art at Meadowbrook Shopping Center - The CaFÉ call is live. Please share with your network.

Strength in Diversity Show at Meadowbrook Park - The CaFÉ call is live. Please share with your network.

2022 Getty Virtual Tours - No update. Sheila's contact has been out sick.

MARKETING - Ongoing marketing of current online and in-person show, State of the Arts, and sharing of the current calls for entry.

ONGOING/FUTURE PLANNING

Adirondack Chair with First Washington Realty - Waiting to hear back from Laurie at FWR.

PV Mission Rd Light Pole Banners - Bonnie looking into pricing for these to possibly design and purchase some for PVAC in general or a specific event.

OTHER UPDATES

Sheila thanked PVAC for sharing the **KC Civic Orchestra** upcoming event for families. She encouraged everyone to attend and reminded us that she'd be playing as well.

Shelly shared a little about the **KS State Arts Councils Symposium** that she attended with Bonnie and Karin. Arts Councils and Centers from across the state were in attendance at the JoCo Arts and Heritage Center to share ideas and make connections. The event was really invigorating and exciting for the state of arts in Kansas. Shelly recommended to all to attend in future years.

The Planning Committee as a Whole meeting ended around 6:30 PM.

END

The Prairie Village Environmental Committee met via Zoom on Wednesday, December 1 at 5:30 p.m.

The meeting was called to order at 5:32 p.m.

Members in Attendance:

Chair - Ian Graves,

Co-Chair – Piper Reimer

Staff liaison - Ashley Freburg

Committee Members - Nathan Kovac, Magda Born, Rich Dalton, Stephanie Alger, Beth Held, Laura Lyons, Travis Carson, Penny Mahon

Agenda

Ian moved to approve the agenda. The motion was approved unanimously.

Ian moved to approve the minutes from the last meeting. Approved unanimously.

New Business

Ian reported he will likely no longer be chair in the 2022, and that Piper likely will, pending they Mayor's 2022 committee assignments.

Old Business

Dynamhex

Ian provided a brief overview of Dynamhex report, given to City Council in November, and discussed identified opportunities to improve sustainability in Prairie Village. Committee discussed realities of meeting Dynamhex proposed 2025 goals. Piper proposed inviting Dynamhex to give a presentation on the report to the Environmental Committee. Rich and Nathan questioned specificity of individual residential details. Discussion ensued regarding possibilities related to new builds, including carbon sink provided by tree canopy. Committee voted to ask Dynamhex to present to Environmental Committee. Ashley will contact Dynamhex about presenting to committee in January.

Nathan reported on ideas he researched to meet city sustainability goals:

1. Codes change for new residences and existing rental properties to require a nema 14-50 outlet in the vicinity of the garage inside or outside to enable easy installation of an EV charger or an EV charger itself. Existing rental properties should have a phase in time period.
2. For multi-family dwellings/apartments for each 10 parking spaces have at least 1 nema 14-50 outlet or EV charger available and appropriate sign to indicate it can be used for EV charging. This should include existing units but have a phase in time period.
3. Commercial parking lots of 20 parking spaces or more should have 1 nema 14-50 outlet or EV charger available per 20 parking spaces and appropriate sign to indicate it can be used for EV charging. This should include existing units but have a phase in time period.

4. All City Parks and Parking lots should have at least 1 Nema 14-50 outlet or EV Charger available and appropriate sign to indicate it can be used for EV charging.

Nathan indicated the following as bigger, longer-term projects that are more involved and require further discussion. However, he thought these would get us to our net zero goal.

Municipal Utility for Micro Grids

1. There is surplus wind energy available in Kansas at night. The wholesale rates to utilities for this surplus wind is often under .01/kwh.
2. During daytime hours Evergy will not pay more than .025 for surplus solar energy
3. Evergy has a tariff available for time of use which includes reduced night time cost, but it they have a stipulation that you cannot use it in combination with solar power generation and the prime time rate is over .20/kwh.
4. In short we need an energy rate plan whereby solar is compensated at about 75% the rate electricity is being sold at to our neighbors during that time period and reduced cost night time charging which can be used for electric vehicles.
5. Additionally during prime time when people get home and plug in their electric vehicles they should be able to sell the surplus power to their neighbors at 75% of the current rate and recharge them at night from wind power.
6. It needs to be as effortless as possible to get approval to tie solar to the grid.
7. The whole city would not need to switch to the municipal utility at once. We could do specific neighborhoods. Setup Battery storage for than neighborhood to provide power if there is a blackout and to store surplus power if more is being produced from Solar on homes than is being consumed. We could also bury power lines for that specific neighborhood. These houses would be on their own microgrid. Could install solar and surplus would be sold to their neighbors at a modest markup allowing users to quickly return the cost of adding solar to their roofs. It would also make the power in that neighborhood very reliable with buried power lines and battery backups for that neighborhood and the ability to recharge the battery pack at night would decrease the cost of electricity per kwh as well as making more of it from renewable sources.

Community Solar

1. Solar panels can be ultra cheap when bought in bulk and shipped from China. Prices can be as low as \$1 per watt.
2. A plan to purchase these and then allow local contractors to buy them to install on houses would dramatically reduce the cost.
3. The city could purchase the panels, choose anchoring technologies to use, pilot it on some homes, then instruct local roofing contractors in how to install the system with new roofing projects.

After we had a municipal utility and microgrids in place as well as Community Solar available the city could add a fee to natural gas which would gradually incentivize switching to electricity.

Monarch Pledge

Ashley reported the committee needs to decide whether to recommit to Monarch Pledge for next year. If so, action items will need to be set in the near future. She will provide Piper the report from this past year and the required updated pledge.

Upcoming Events

The Native Plant Sale by Deep Roots is scheduled for April 30, 2022, and Mayor's Holiday Tree Lighting is this Thursday, 12/2.

Adjournment

Ian moved to adjourn. Seconded by Rich. Approved unanimously.

Adjourned at 6:33pm.

Diversity Committee Meeting Minutes

December 15th, 2021 at 5:30 PM

Members in Attendance:

Tim Schwartzkopf, Inga Selders, John McKinney, Dennis Solis, David Magariel, Dr. George Williams, Chief Byron Roberson, Melissa Brown, Dr. Jameelah Lang

Approval of Minutes:

Minutes from October 2021 meeting approved.

Presentations:

Housing Committee Update: Mayor Eric Mikkelson

- Ad hoc committee liaison will be Todd Harris going forward; Mr. Harris will no longer be on Diversity Committee (DC) due to end of term.
 - o Need for more members for Diversity Committee with an eye toward diverse representation.
- For housing committee, charge is to produce a set of recommendations to council. Once ad hoc work is completed, recommendations will pass to council. No discussion of committee being moved to permanent at time this.
- Committee has provided spreadsheet of priorities to DC, using toolkit from UCS. Whittling down these priorities to provide set of recommendations to council.
- DC members: provide input on list to Housing Committee, vote on recommendations to provide to Housing Committee as a DC and then pass these to council.
- Highlights from committee include: smaller housing with parks, ADUs, incentives for developers.
- Community education about affordable housing: how can we address this to a greater extent?
 - o Bring this to the next DC agenda as a recommendation to be voted upon.
- Apartment buildings resistance in Prairie Village: what is the source of this being rejected?
 - o Architectural look of these apartment buildings; counter to PV aesthetics.
 - o Congestion and its effect on traffic:
 - Trade off for environmental issues, density, housing issues

Interpretive Panel Update: David Magariel

- Attended update meeting with students and Dr. Enriquez.
- Desire to tightly focus subjects covered in the panel.
- Educate the public on the role of covenants, housing policy.
- Desire to reach out to collaborators.
- Call for support on project from DC members: input welcome.
- Concerns about trying to do too much with the panel; will need to tell a more focused story in a way that forefronts racist deed covenants.

Stand Up for Black Lives Dr. MLK Jr. Celebration & Action Event, “I Have a Dream Home”: Dr. George Williams

- Event to be held Sunday, January 16th at 6-7:30 PM at Village Presbyterian.
- Desire to locate a celebration of MLK Jr. Celebration in PV.
 - o Collaboration with DC and Johnson Country NAACP, Village Presbyterian, KC Race Project (incl. local schools).
 - o A celebration and action event: honoring the day but is also meaningful in its invocation of action.
 - o Housing, equity, action and celebration are the focuses of the event.
 - Music, poetry, Jewish children’s choir
 - A speaker on housing equity (Dr. Jacob Wagner, Social Professor of Urban Planning and Design at UMKC); Mayor to speak on Village Vision 2.0
 - Budget submitted for 1.5 hour program and reception
- COVID protocol: will follow city guidance, option for every other pew seating for distancing.
- Motion & vote to approve budget from DC: unanimously passed.

BIPOC Playdate Proposal: Dr. Jameelah Lang

- Proposal for BIPOC community meet-ups centered around playdates for children on behalf of Dr. Jameelah Lang and Etienne Orozco.
- An educational opportunity and a community gathering point.
- Target date of mid-April for inaugural event.
- Informal vote of support as an initiative of the DC: unanimous.
- By next meeting: budget for refreshments and marketing.

Citizens Advisory Board Update: Dr. George Williams

- Dr. Williams would like to be available to report on or represent specific interests and questions in the civil service role

-

Racial Equity and Communities Update: Inga Selders

- Topics covered:
 - o Discussion of white privilege and bias
 - o Traits of white dominant culture: worship of the written word
 - o Psychological processes undergone when confronting change
 - o Symbolic v. substantive change

Committee Goals & Priorities: Inga Selders

- Co-chairs in the new year: desire to reflect a marginalized perspective within our committee's leadership.
- Desire to continue to collaborate with Jazz Festival.
- A balance between festivals and policy- and action-oriented change events
 - Townhalls and community education.
- Cross collaboration with different committees: how can we say "yes and" to other committees' work in a way that cross-pollinates.
- Draw in others who have expertise that some of us might be lacking on issues that we're trying to confront
 - Invite speakers from local universities to help educate on DEI issues
- The Village Voice—a DC contribution to these on diversity issues engaging our community from a local scholar or expert
 - Ideas:
 - Profile of MLK event and Dr. Wagner's work
 - Playdate & information about how to talk to children about race?
 - Summarize the REIC work the city participated in: perspectives from: Inga, Tim, Barbara
- Desire to see townhalls on issues related to DEI realized in 2022
 - Internal work at the city happening to continue dialogue, train elected officials, etc.
 - Baseline understanding of relevant issues
 - As a community event, this could be mediated by an external DEI specialist, such as Open Table KC
- Need a direct line of communication to citizens: a Facebook page, as with the Arts Council
- Motion & unanimous vote to move DC meetings to once a month rather than every other month.
- For next agenda:
 - Facebook page as direct method of communication with the community
 - A townhall with the community
 - Budget proposal for BIPOC playdate
 - John: DEI presentation

**PLANNING COMMISSION MINUTES
JANUARY 4, 2022**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, January 4, 2022 at 7:00 p.m. Due to the COVID-19 pandemic, Commission members attended a virtual meeting via the Zoom software platform. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein and Jeffrey Valentino.

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

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the December 7, 2021 regular Planning Commission meeting. Mrs. Wallerstein seconded the motion, which passed 5-0, with Mr. Wolf and Mr. Lenahan in abstention.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2022-101 Revised Site Plan
 Homestead Country Club
 4100 Homestead Court
 Zoning: R-1A
 Applicant: Jeff Pflughoft

Mr. Brewster stated that the application was for revisions to a site plan associated with an approved special use permit, which requires Planning Commission approval. The initial application for the revisions was denied by the Planning Commission at its November 2021 meeting due to a lack of detailed information about the proposed projects, which include the following items:

- A 15' x 18' storage shed. R-1A zoning districts allow up to three accessory structures for non-residential uses, limited to 300 square feet each and 16' tall.

There are no particular design standards for these types of buildings; generic storage sheds are allowed provided they meet all setbacks, are generally not visible from the right-of-way, and are appropriately landscaped. The structure will be placed in a well-landscaped area and will not be visible from any adjacent property or right-of-way.

- A 65' x 65' enclosed pickleball structure between the enclosed tennis courts, a small accessory structure, and the clubhouse. The applicant is proposing a prefabricated, corrugated metal structure, finished with gray walls and a bronze roof and gutter system, matching the colors of the enclosed tennis structure and coordinated with the colors of the main clubhouse. Due to its size, the building is not eligible for the general accessory building standards and needs to meet building design criteria. The building is located internally on the site at a transition between the clubhouse and the enclosed tennis structure.

The enclosed pickleball court will feature a similar utilitarian design as the tennis enclosure, with a 16' x 8' overhead door on the west elevation, and a 3' x 7' entry door on the south elevation. Due to the location of the building and its smaller scale relative to the tennis structure, there is not a significant impact on the adjacent properties, provided all perimeter landscaping is maintained. The building is located in an internal landscape area near the entry to the club and is visible at the entry to the site from Homestead Court, with a similar relationship and perspective provided by the east and north elevations of the larger tennis structure. The landscape of the front lawn area is an important attribute of this site in relation to Homestead Court.

- A 72' x 50' covered poolside deck. A dense evergreen screen addition is proposed on the south boundary near this structure. The closest point of this structure to adjacent properties is at the southeast corner, at which it is approximately 48.5' from the south property line. Due to the angle of the property line and the orientation of the covered patio, this distance increases significantly on either side of this closest corner. The structure is proposed to have a pre-finished metal roof with the same color and finishes as the adjacent building: dark bronze, with gray painted steel posts.

Mr. Brewster said staff recommended approval of the revised site plan with the following conditions:

1. Approval of the accessory structure west of the tennis enclosure, based on existing and proposed landscape screening.
2. Approval of the enclosed pickleball structure, provided the Planning Commission determination of the following:
 - a. Based on additional design details provided by the applicant, and the relative scale, location, and relationship to the larger tennis structure, it may be compatible with the clubhouse and the tennis structure.

- b. The relationship of the proposed building to the streetscape and to adjacent properties will not present a greater impact than the current situation.
 - c. Additionally, the tree preservation plan presented with the resubmitted plan is followed so that the three mature trees in the front lawn area are protected and preserved through construction, according to ordinance requirements. In addition, staff recommends that two additional street trees be planted, along the frontage of Homestead Court to maintain the long-term tree canopy and reinforce the prominence of the shaded lawn as the entry feature for the site and clubhouse.
3. Approval of the proposed poolside covered deck, subject to the submitted elevations and coordinating element, and based on the existing and proposed landscape screening.

The following additional conditions were part of the partial approval of the revised site plan by the Planning Commission in July 2021:

4. The applicant and the City (via Public Works) explore prohibiting parking on one side of Homestead Court, and the applicant specifically implements parking management processes and policies that reduce the practice of parking on Homestead Court to overflow situations, only and that no members or employees routinely park on the street when other available parking exists.
5. The revised court configuration (13 tennis courts and 10 pickleball courts) is approved, provided pickleball courts are located in the central-most portions of the court areas near the clubhouse. This is intended to place the more intense activity and potential noise increases that result from pickleball furthest from adjacent residential areas.
6. Landscape for the increased 50' of parking lot perimeter on the north boundary be added to meet the ordinance requirement (5 shrubs for 25 feet of perimeter), or if grade or existing plantings make this impractical, the applicant work with staff to plant additional evergreens or other type of barrier that meets the intent of the standard.
7. No other changes to the site are authorized, and any new configuration of the site, to include courts, lighting, traffic and parking control, or other facilities shall require staff review and a revised site plan or amended special use permit.

Mr. Breneman suggested that the number of trees required to be planted in Section 2-c be changed from two to three. After further discussion, commissioners agreed to change the language in the section to "staff recommends that two additional street trees be planted (three, if possible), along the frontage of Homestead Court".

Mr. Birkel suggested that 6 to 8 trees, specifically evergreen varieties, be planted within 5' to 10' of the pickleball structure to better hide the building.

Applicant Jeff Pflughoft, Purchasing Manager for Hulsing Hotels, 4100 Homestead Court, was present to speak about the project. He stated that he did not anticipate adding HVAC service to the pickleball structure, and that no additional exterior lighting would be installed. He also noted that he was agreeable with staff recommendations, and was willing to add 6 to 8 trees around the perimeter of the pickleball structure, per Mr. Birkel's request.

Mr. Birkel made a motion to approve the revised site plan with staff recommendations, including the planting of 6 to 8 trees around the perimeter of the pickleball structure. Mr. Breneman seconded the motion, which passed 7-0.

OTHER BUSINESS

None

ADJOURNMENT

With no further business to come before the Commission, Chair Greg Wolf adjourned the meeting at 7:38 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

**PRAIRIE VILLAGE and MISSION HILLS COMBINED
FINAL CRIME REPORT - 2021**

CRIME	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Homicide	0	1	0	1	1	0.60	0.40
Rape	2	4	1	2	5	2.80	2.20
Robbery	4	1	3	2	3	2.60	0.40
Assault	62	72	73	54	91	70.40	20.60
Burglary	41	50	55	34	37	43.40	-6.40
Residence	36	38	43	23	35	35.00	0.00
Business/ Miscellaneous	5	12	12	11	2	8.40	-6.40
Theft	239	321	271	269	240	268.00	-28.00
Auto Theft	29	34	42	49	72	45.20	26.80
Arson	1	2	0	0	0	0.60	-0.60
Forgery	23	13	7	8	9	12.00	-3.00
Fraud	35	0	1	1	100	27.40	72.60
Criminal Damage	63	56	33	50	110	62.40	47.60
Sexual Offenses	12	12	7	6	9	9.20	-0.20
TOTAL	511	566	493	476	677	544.60	132.40

ACCIDENTS	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Fatal	0	1	0	0	0	0.20	-0.20
Street - Injury	47	49	61	51	71	55.80	15.20
Street - Property + \$1,000*	311	285	251	156	194	239.40	-45.40
Street - Property - \$1,000*	56	43	56	9	10	34.80	-24.80
Private - Injury	2	4	4	2	0	2.40	-2.40
Private - Property	57	61	41	18	3	36.00	-33.00
TOTAL	473	443	413	236	278	368.60	-90.60

MENTAL HEALTH	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
All Mental Health	137	185	157	197	292	193.60	98.40
TOTAL	137	185	157	197	292	193.60	98.40

TOTAL CALLS	8,162	9,854	9,218	10,213	9,542	9,397.80	144.20
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PRAIRIE VILLAGE FINAL CRIME REPORT - 2021

CRIME	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Homicide	0	1	0	1	1	0.60	0.40
Rape	2	4	1	2	5	2.80	2.20
Robbery	4	1	3	2	3	2.60	0.40
Assault	58	69	72	48	85	66.40	18.60
Burglary	35	39	43	29	24	34.00	-10.00
Residence	30	29	31	18	22	26.00	-4.00
Business/Miscellaneous	5	10	12	11	2	8.00	-6.00
Theft	201	274	242	236	200	230.60	-30.60
Auto Theft	23	26	32	40	57	35.60	21.40
Arson	1	2	0	0	0	0.60	-0.60
Forgery	19	12	7	8	8	10.80	-2.80
Fraud	30	0	1	1	88	24.00	64.00
Criminal Damage	52	50	31	43	85	52.20	32.80
Sexual Offenses	12	12	7	5	9	9.00	0.00
TOTAL	437	490	439	415	565	469.20	95.80

ACCIDENTS	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Fatal	0	1	0	0	0	0.20	-0.20
Street - Injury	43	46	59	45	63	51.20	11.80
Street - Property + \$1,000*	288	261	228	137	174	217.60	-43.60
Street - Property - \$1,000*	49	39	51	9	9	31.40	-22.40
Private - Injury	2	4	4	2	0	2.40	-2.40
Private - Property	52	56	40	17	3	33.60	-30.60
TOTAL	434	407	382	210	249	336.40	-87.40

MENTAL HEALTH	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
All Mental Health	129	175	144	181	272	180.20	91.80
TOTAL	129	175	144	181	272	180.20	91.80


TOTAL CALLS	6,746	8,135	7,839	8,577	8,048	7,869.00	179.00
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MISSION HILLS FINAL CRIME REPORT - 2021

CRIME	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	0	0	0.00	0.00
Robbery	0	0	0	0	0	0.00	0.00
Assault	4	3	1	6	6	4.00	2.00
Burglary	6	11	12	5	13	9.40	3.60
Residence	6	9	12	5	13	9.00	4.00
Business/Miscellaneous	0	2	0	0	0	0.40	-0.40
Theft	38	47	29	33	40	37.40	2.60
Auto Theft	6	8	10	9	15	9.60	5.40
Arson	0	0	0	0	0	0.00	0.00
Forgery	4	1	0	0	1	1.20	-0.20
Fraud	5	0	0	0	12	3.40	8.60
Criminal Damage	11	6	2	7	25	10.20	14.80
Sexual Offenses	0	0	0	1	0	0.20	-0.20
TOTAL	74	76	54	61	112	75.40	36.60
ACCIDENTS	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	4	3	2	6	8	4.60	3.40
Street - Property + \$1,000*	23	24	23	19	20	21.80	-1.80
Street - Property - \$1,000*	7	4	5	0	1	3.40	-2.40
Private - Injury	0	0	0	0	0	0.00	0.00
Private - Property	5	5	1	1	0	2.40	-2.40
TOTAL	39	36	31	26	29	32.20	-3.20
MENTAL HEALTH	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
All Mental Health	8	10	13	16	20	13.40	6.60
TOTAL	8	10	13	16	20	13.40	6.60
TOTAL CALLS	1,416	1,719	1,379	1,636	1,494	1,528.80	-34.80

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: January 28, 2022
TO: Mayor Mikkelson
City Council
FROM: Wes Jordan 
SUBJECT: FEBRUARY PLAN OF ACTION

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

- 2021 Annual Report - Ashley/Staff (02/22)
- 2023 Budget Calendar Review and Presentation - Nickie/Wes (02/22)
 - Budget Presentation Notification to Committees
- Volunteer Committee Appointments - Staff (02/22)
- 2021 Audit Preparation - Nickie (02/22)
- Complete Insurance Renewal Reports - Nickie/Staff (02/22)
- Village Voice Articles/Publication - Ashley (02/22)
- Debris Management Planning - Tim (02/22)
- Exterior & Sustainability Grant Implementation - Jamie/Codes Staff (02/22)
- Compensation and Benefits Study - Cindy/Jamie (02/22)
- Recruitment/Retention Policy & Plan Updates - Jamie/Cindy (02/22)
- Portable Storage Unit Ordinance Development - Jamie/Codes Staff (02/22)
- Opioid Settlement Process/Funds Allocation - Tim (02/22)

In Progress

- JCPRD Programming - Meghan (01/22)
- 2022 NEJCC State of the Cities - Staff/Mayor (01/22)
- NLC Conference Planning - Jamie (01/22)
- Annual Health Risk Assessments - Cindy (01/22)
- Diversity Recruitment Review - Cindy/Staff (01/22)
- Acknowledge Council Service Longevity - Adam (01/22)
- Preparing Annual Statements for Police Pension Members - Cindy (01/22)
- Council Work Session - Meghan/Wes (12/21)
- Agenda Management Software Evaluation - Adam (12/21)
- New Permit & Licensing Software Implementation - Jamie/Staff (12/21)
- Receptionist Hiring Process - Meghan/Adam (12/21) [note receptionist was promoted to court clerk]

- Phone System Replacement - IS (11/21)
- 2022 Pool Staff Hiring Kick Off - Meghan (11/21)
- 2023-2028 CIP Parks Master Plan review - Melissa/Meghan (11/21)
- 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)
- E/V Charging Station Installation - PW (10/20)
- PW New Building Open House/Social Media - Keith/Melissa/Ashley (07/21)
- UCS Racial Equities in Communities Program - Tim (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)
- Ad Hoc Housing Committee Coordination - Jamie (09/21)
- 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

- Annual Applications for Committees - Staff (11/21)
- Updating 2022 Deductions and Compensation - Cindy/Jamie (01/22)
- 2022 Annual Worker's Compensation Audit - Cindy/Jamie (01/22)
- 2021 Forfeiture Trust Fund Annual Report - Chief (01/22)
- COVID Test Distribution to Residents - Tim (01-22)
- Local Government Day in Topeka - Jamie (01/22) [cancelled]
- Recruitment/Retention Incentive Consideration - Staff (01/22)
- Sustainability and Exterior Grant Presentation - Jamie (01/22)
- Superpass Agreement - Meghan (01/22)
- Master Personnel Spreadsheet Updates - Cindy/Jamie/Nickie (01/22)
- Pension Board of Trustees Meeting - Cindy/Jamie (01/22)
- Finalizing W-2s and Year-end Payroll Processing - Cindy/Jamie (01/22)
- Annual Meetings with County/State Elected Officials - Jamie/Wes/Mayor (11/21)
- 2022 Recreation Fee Review - Meghan (11/21)
- Interviewing/Selection of Consultant for Comp/Benefit Study - Staff (12/21)

Tabled Initiatives

- 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) [\[pending Council direction\]](#)