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**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, October 16, 2023  
6:00 PM**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE AGENDA**

**V. INTRODUCTION OF STUDENTS AND SCOUTS**

**VI. PRESENTATIONS**

- 100<sup>th</sup> Birthday proclamation – Lillian Walter

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on October 16. Comments will be shared with Councilmembers prior to the meeting.

**VIII. CONSENT AGENDA**

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

By Staff:

1. Consider approval of regular City Council meeting minutes – October 2, 2023
2. Consider approval of expenditure ordinance #3031
3. Consider approval of Arts Council appointments

**IX. COMMITTEE REPORTS**

Insurance Committee

- COU2023-59 Consideration of 2024 City health, dental, vision, life / AD&D, short-term and long-term disability, EAP, flexible spending, and COBRA administration providers, as recommended by the Insurance Committee  
Dave Robinson / Cindy Volanti

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

- Third quarter report - Chief Chick, Consolidated Fire District #2

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2023-60 Consider construction contract with Pfefferkorn Engineering & Environmental, LLC for the storm drainage repair program  
Cliff Speegle

COU2023-61 Consider design agreement with GBA, Inc. for the design of the 2024 drainage program  
Cliff Speegle

COU2023-62 Consider adoption of Resolution 2023-04, establishing 2024 compensation ranges  
Cindy Volanti

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

COU2023-63 Consider adoption of a municipal operations climate action plan  
Nick McCreary - KERAMIDA

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

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



**CITY OF PRAIRIE VILLAGE**  
**Proclamation**

**Lillian Walter's 100<sup>th</sup> Birthday**

**Whereas**, Lillian Walter was born on October 10, 1923, in Kansas City, Missouri; and

**Whereas**, Lillian was married Eugene "Gene" for 58 years, until his passing in 2005; and

**Whereas**, Lillian and Gene raised two daughters, Dianne and Jennifer, and have two grandchildren, three great-grandchildren, and one great-great-grandchild; and

**Whereas**, Lillian was an avid traveler, fisherwoman and cook who loved nature and being active outdoors; and

**Whereas**, Lillian generously gave her time volunteering at hospitals, churches, and community outreach centers;

**Now, therefore, I**, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby recognize Lillian Walter's 100<sup>th</sup> birthday, and commend her for reaching this important milestone.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
OCTOBER 2, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 2, at 6:00 p.m. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Councilmembers in attendance: Cole Robinson, 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; City Attorney David Waters, Spencer Fane LLP; Planning Consultant Chris Brewster, MultiStudio; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mrs. McFadden made a motion to approve the agenda as presented. Ms. Reimer seconded the motion, which passed 11-0.

**INTRODUCTION OF STUDENTS AND SCOUTS**

No students or scouts were present at the meeting.

**PRESENTATIONS**

- Ms. Reimer introduced the 2023-24 Youth Council members:
  - Brynn Bettenhausen, Shawnee Mission East
  - John Gagen, Shawnee Mission East
  - Robbie Lashmet, Plaza Academy
  - Isabelle Zschoche, Notre Dame de Sion
  
- Ms. Selders noted that October was National Dyslexia Month.
  
- Ms. Limbird read a proclamation declaring October as National Arts and Humanities Month. Jennifer Wampler, Board President of the Arts Council of Johnson County and Chief Philanthropy Officer for the Kansas City Ballet was present to receive the proclamation.



### **PUBLIC PARTICIPATION**

- Tom Clough, 8510 Delmar Street, spoke about leadership
- The following residents voiced concerns regarding certain proposals recommended by the Ad Hoc Housing Committee:
  - Terry O'Toole, 4610 Homestead Drive
  - Kelly Wyer, 7609 Chadwick Street
  - Jori Nelson, 4802 W. 69<sup>th</sup> Terrace
  - Carrie Robson, 6 LeMans Court
  - Brooke Moorehead, 7921 Fontana Street
- The following residents spoke in favor of proposals recommended by the Ad Hoc Housing Committee:
  - Clay Harper, 7325 Canterbury Street
  - Dennis Boody, 7639 Chadwick Street

### **CONSENT AGENDA**

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

1. Consider approval of regular City Council meeting minutes - September 18, 2023
2. Consider approval of expenditure ordinance #3030
3. Consider approval of the purchase of a new telephone system and service agreement with Allegiant Technologies
4. Consider bid award for 2023 tree trimming program
5. Consider agreement with Every Metro, Inc. for Mission Road - 79<sup>th</sup> Street to 83<sup>rd</sup> Street mill and overlay
6. Consider change order for 2023 residential paving program construction contract

**Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed 11-0.**

### **COMMITTEE REPORTS**

- Mr. Shelton noted that the Planning Commission would continue to discuss potential updates to R-3, R-4, C- and MXD districts at its October 3 meeting.
- Mr. Gallagher stated that the Parks and Recreation Committee continued to discuss pickleball-related sound issues and added that trees being removed at Schliffke Park would be relocated to surround the pickleball courts at Windsor Park.
- Mr. Graves said that the Tree Board's fall seminar would be held at the Meadowbrook clubhouse on October 4.



- Mr. Cole Robinson reported that the Diversity Committee held an indigenous peoples' celebration at Meadowbrook Park on October 1.

### **MAYOR'S REPORT**

- The Mayor stated that a Prairie Village Foundation board meeting had been held on September 26, and shared information about the foundation's efforts.
- The Mayor noted the following upcoming events:
  - Coffee with a Cop at Hattie's on October 4
  - The monthly Johnson County / Wyandotte County Mayors meeting
  - The 5<sup>th</sup> annual "Doggie Dash" event on October 7

### **STAFF REPORTS**

None

### **OLD BUSINESS**

**COU2023-58**

**Consider removal of accessory dwelling units, housing study recommendations and lot size modifications from Council prioritization list**

Mr. Shelton stated that he, Mr. Gallagher, and Mr. Dave Robinson felt it was important to clarify the City's current plans regarding housing initiatives to address confusion and misinformation, and made the following motion:

- I move that the Council direct staff to update the current scope of the City's housing initiative that began with the Ad Hoc Housing Committee's recommendations in June 2022 to note these current areas of focus:
  - Update neighborhood design guidelines for the R-1B districts to further enforce the concepts of form and fit in these neighborhoods
  - Develop a policy to govern short-term rental properties throughout the City
  - Refine the R-3 district standard to focus less on "density" and more on building scale/form
  - Improve the R-4 district for a wider range of higher-density, multi-unit types, such as:
    - Small lot detached houses (lot scale and courtyard patterns)
    - Row houses (small/large lots)
    - Apartments (small/medium)
  - Promote a mix of housing options and appropriate building types in C-0 and C-1 districts



- Improve expectations in the MXD district by establishing missing middle building type standards as the default district standards
- Furthermore, we ask staff to note in the update that the following recommendations are NOT being, or never have been, actively developed by staff as part the current housing initiative per prior direction from Council or the Planning Commission:
  - Promote and remove impediments to accessory dwelling units in R-1A and R-1B districts
  - “Neighborhood-scale” housing options in R-1A and R-1B (e.g., small-lot detached houses, courtyard patterns, multi-unit houses)
  - Wider range of small-scale, multi-unit types of housing for the R-2 district (e.g., smaller lot duplexes, 3 and 4-plex “multi-unit” houses, row houses (small lot))
  - Revisions to building permit fees
  - Housing study recommendations
  - Lot size modifications in all zoning districts
  - Revisions to the “Site Plan Approval and Public Notice” code in sections 19.06.050 and 19.08.045 which address the R-1A and R-1B zones respectively in Prairie Village.

The motion was seconded by Ms. Selders.

Mr. Gallagher noted that the items not being considered could be brought up again at a future time and/or by a future Council as had happened in previous instances.

Ms. Limbird stated that she appreciated the effort to clarify Council’s intent, but that passing the motion would not change the opinions of those in opposition to the housing recommendations. Mr. Graves and Ms. Wolf concurred, adding that Council had already indicated which items were being prioritized.

Ms. Selders, Mrs. McFadden, Mr. Dave Robinson, Ms. Reimer, and Mr. Cole Robinson said that the clarification was valuable to ensure residents were aware of what the Council was actually considering.

After further discussion, A roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nelson, D. Robinson, Reimer, Shelton, McFadden, Gallagher; “nay”: Wolf, Limbird, Graves. The motion passed 8-3.

### NEW BUSINESS

There was no new business to come before the Council.



Mr. Dave Robinson 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 11-0.

### **COUNCIL COMMITTEE OF THE WHOLE** **Neighborhood design guidelines update discussion**

Mr. Brewster said that the City Council held a work session on April 24, 2023, to discuss next steps in the housing discussion related to the R-1 zoning areas. At the work session, Council completed a prioritization exercise to provide staff direction for which areas to address first. The top two results were updating neighborhood design guidelines and researching further regulations and/or fees for short term rentals.

The current neighborhood design guidelines went into effect February 1, 2019, and include requirements for street trees, greenspace, window and door openings, size restrictions, and impervious coverage limits. The housing discussion has brought up questions about whether the design guidelines went far enough to limit size and scale of homes, especially teardown/rebuilds. Council directed staff to investigate reducing the size and scale to better fit into existing R-1B neighborhoods and to review green space and lot coverage requirements.

Mr. Brewster stated that staff had developed a plan of action to address the prioritized items, and came up with two options:

#### **Option 1: Simple Size Restrictions**

- Reduce maximum height from 29' to 27'
- Reduce building coverage from 30% to 25%

*This would result in smaller footprints, but may not reduce the overall massing of structures, and particularly as they relate to adjacent properties.*

#### **Option 2: Refined Massing Standards**

- Reduce massing within 10' of side setback line
  - 12' wall plane height
  - 19' gable or dormer height (under sloped roof)
  - 500' wall plane limit
- Leave building coverage at 30%
- Reduce overall building height to 27'

*This would result in 1-story or 1.5 story massing nearest the side property lines, and 2-story massing more central to the lot but may have implications to typical floor plans and garage placement.*





Mr. Cole Robinson asked if there were limits on foundation height. Mr. Brewster said the City's zoning regulations limited the height of a new foundation to a maximum of one foot higher than the previous foundation. Mr. Robinson also asked whether local builders would be included in the discussion of proposed modifications. Mayor Mikkelson stated that staff would seek input as needed.

Ms. Limbird asked whether it was possible to set height restrictions based on the size of neighboring houses. Mr. Brewster said that it could be done but might become difficult to regulate. Ms. Limbird also asked why the recommendations were not being considered for R-1A lots. Mr. Brewster said most new homes on larger R-1A lots did not approach setback limits like they did on R-1B lots.

**Mrs. McFadden made a motion to bring back option 2 for further discussion. Mr. Cole Robinson seconded the motion.**

Mr. Dave Robinson asked if any consideration was given to promoting new construction that was architecturally similar to existing homes in a neighborhood. Mr. Brewster said that regulating architectural styles was often subjective and difficult to measure consistently without the implementation of an architectural review board.

Ms. Selders stated that she felt the reduction of the building height limit needed to be greater than two feet.

**After further discussion, the motion passed 11-0.**

**Ms. Limbird moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Shelton and passed 11-0.**

#### **ANNOUNCEMENTS**

Announcements were included in the Council meeting packet.

#### **ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 8:35 p.m.

Adam Geffert  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 16, 2023

**Copy of Ordinance**  
3031

Ordinance Page No. \_\_\_\_\_

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

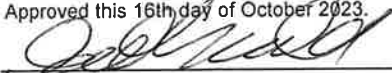
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
29112-29188	9/1/2023	316,109.05	
29189-29190	9/6/2023	368.00	
29191-29204	9/8/2023	21,568.65	
29205-29270	9/15/2023	1,891,388.26	
29271-29277	9/22/2023	6,687.66	
29278-29347	9/29/2023	109,123.44	
Payroll Expenditures			
9/8/2023		473,743.89	
9/22/2023		436,346.28	
Electronic Payments			
Electronic Pmnts	9/1/2023	19,783.64	
	9/5/2023	7,663.34	
	9/7/2023	4,385.70	
	9/14/2023	746.99	
	9/15/2023	2,244.65	
	9/18/2023	1,714.21	
<b>TOTAL EXPENDITURES:</b>			3,291,873.76
Voided Checks	Check #	( Amount )	
Jason Hodgdon	29153	(103.00)	
<b>TOTAL VOIDED CHECKS:</b>			(103.00)
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>3,291,770.76</b>

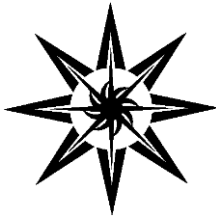
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 16th day of October 2023.

Signed or Approved this 16th day of October 2023.

ATTEST:   
City Treasurer

ATTEST:   
Finance Director



**MAYOR**

**Council Meeting Date: October 16, 2023  
CONSENT AGENDA**

## **Consider Appointments to the Arts Council**

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### **RECOMMENDATION**

Mayor Mikkelson requests Council ratification of the appointment of Bob Bahr, Gina Ciampi, Jessica Gattorna, Joanna Polley and Maddie Samuel to the Arts Council.

### **BACKGROUND**

Bob is an arts writer and a painter who has contributed articles to art instruction magazines and written a book on the history of visual art in the Wind River mountains.

Gina has a degree in Visual Presentation and Space Design and works in the non-profit sector as an events coordinator.

Jessica has been a resident of Prairie Village for 19 years and has a deep passion for the arts.

Joanna previously worked as a community outreach manager at the Kauffman Center for the Performing Arts and was responsible for managing a large annual arts festival.

Maddie is an insurance broker with a master's degree in arts history. She has volunteered on both corporate and non-profit committees and boards.

### **ATTACHMENTS**

Volunteer applications

### **PREPARED BY**

Adam Geffert  
City Clerk

Date: October 11, 2023

\* Full Name

Bob Bahr

\* Full Address

4524 W 74th Place  
Prairie Village KS 66208

\* **Email**

babahr@yahoo.com

\* Phone

(646) 660-3822

\* Select your City Ward

Ward 3

\* **Please select your FIRST committee choice**

Arts Council

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

I am an arts writer and painter. I worked as managing editor for a family of art instruction magazines that included American Artist. I contribute two articles per issue to PleinAir magazine. I was the project editor for Drawing magazine from its launch to achieving a stable subscription base. I wrote a book on the history of visual art in the Wind River Mountains from prehistory to today. I don't have a gallery here but had shows in NYC before moving here during the pandemic.

Thank you for your interest in serving our community.

\* Full Name  
Gina Ciampi

\* Full Address  
2701 W. 74th Street  
Prairie Village KS 66208

\* **Email**  
gmarieciampi@gmail.com

\* Phone  
(913) 208-1015

\* Select your City Ward  
Ward 3

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

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

I moved to the KC Metro area 6 years ago from San Francisco & to Prairie Village 14 months ago. I graduated from FIDM in 1995 with an AA in Visual Presentation & Space Design. The majority of my work has been in non-profit sector coordinating events, volunteers and themed environments. From running large scale family camps to simple one-day workshops, I have had to wear many hats like graphic design, print media, web design, public speaking, chairing meetings & various roles on teams.

Thank you for your interest in serving our community.

\* Full Name  
Ms. Jessica Gattorna

\* Full Address  
7549 Colonial Dr.  
Prairie Village KS 66208

\* **Email**  
jessg0677@gmail.com

\* Phone  
(816) 506-0683

\* Select your City Ward  
Ward 2

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

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

I have been a resident of Prairie Village for 19 years. My oldest currently attends Shawnee Mission East High School. I am an office manager for a church at 69th and Ward parkway. Most of my working experience is administrative. I have a deep passion for the environment and for the arts. I do not have an education background in either, however, I have always wanted to be involved and learn more about both. My ability to learn quickly and my emotional attachment to both would be a benefit.

This application is available June 26th through August 1st  
Thank you for your interest in serving our community.

\* Full Name  
Joanna Polley

\* Full Address  
7930 Reinhardt Ln  
Prairie Village KS 66208

\* **Email**  
joannakpolley@gmail.com

\* Phone  
(314) 412-0208

\* Select your City Ward  
Ward 6

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

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

I currently work as the Director of Marketing & Communications for St. Paul's Episcopal Day School, and I previously worked as the Community Outreach Manager at the Kauffman Center for the Performing Arts. At KCPA, I was responsible for managing a free arts festival for 5,000 people annually (Future Stages Festival). Promoting the arts was at the heart of my daily work; I actually miss it! I've recently become more experienced in marketing, graphic design, and creating digital content.

Thank you for your interest in serving our community.

\* Full Name  
Madelyn Samuel

\* Full Address  
7325 Canterbury St  
Prairie Village KS 66208

\* **Email**  
msamuel4588@me.com

\* Phone  
(914) 486-2335

\* Select your City Ward  
Ward 3

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

\* **Please select your SECOND committee choice**  
Arts Council

\* **Please select your THIRD committee choice**  
Insurance Committee

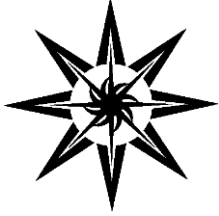
\* **Please tell us about yourself, listing any special skills or experiences you have.**

I am an insurance broker with a Masters in Art History and prior experience sitting on both corporate and non-profit DEI committees/boards.

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.





## HUMAN RESOURCES

City Council Meeting Date: October 16, 2023

COU2023-59 Consideration of 2024 City Health, Dental, Vision, Life / AD&D, Short Term and Long-Term Disability, EAP, Flexible Spending, and COBRA Administration providers, as recommended by the Insurance Committee

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### SUGGESTED MOTION

Make a motion to approve the City's employee insurance benefit package for 2024 as presented.

Representatives from Holmes Murphy (HM), Employee Benefits Broker, will be in attendance at Monday night's meeting.

### MEDICAL RENEWAL

The Holmes Murphy team provided our renewal summary for 2024. The City is completing its second year with the Cigna health plan. A rolling 12-month experience rating period, 07/2022-06/2023, was utilized for the report.

Holmes Murphy obtained four medical proposals, using the same coverage level as our current plan designs with Cigna. All four came back with competitive rate structures. Cigna submitted their initial renewal rate at 17.3%, then HM negotiated the rate down to 6.9%. After thorough discussion with HM and City Staff, the Insurance Committee recommended Blue Cross Blue Shield of Kansas City (BCBSKC) as our 2024 medical carrier. **Their proposal offers a ½ month premium holiday, estimated at \$65k, to provide an overall decrease from our current rates of -1.5%.**

The BCBSKC plan will include; the wellness incentive program that will fund up to \$30k for employees to participate in Wellness activities, a Blue Select SPIRA option that has a specific network of care centers at a lower premium cost and continue with the current Preferred Provider Organization (PPO) and Qualified High Deductible Health Plan (QHDHP) designs.

City staff concurred with the Committee's recommendation to approve BCBSKC as our medical insurance carrier.

**Rate breakout between City and Employee - Monthly Rates**

**2023 Rates**

**2024 Rates**  
(not including Holiday Premium Discount)

<b>BASE</b>	<b>Total \$</b>	<b>City \$</b>	<b>Employee \$</b>	<b>Total \$</b>	<b>City \$</b>	<b>Employee \$</b>
Employee Only	\$751.92	\$751.92	\$0.00	\$773.54	\$773.54	\$0
Employee + One	\$1,506.79	\$1,250.64	\$256.15	\$1,547.28	\$1,284.24	\$263.04
Family	\$2,412.66	\$1,930.13	\$482.53	\$2,475.80	\$1,980.64	\$495.16
<b>QHDHP/HSA</b>	<b>Total \$</b>	<b>City \$</b>	<b>Employee \$</b>	<b>Total \$</b>	<b>City \$</b>	<b>Employee \$</b>
Employee Only	\$651.12	\$751.92	(\$100.80)	\$670.22	\$773.54	\$103.32 <i>(HSA)</i>
Employee + One	\$1305.21	\$1,250.64	\$54.57	\$1,340.66	\$1,284.24	\$56.42
Family	\$2,090.10	\$1,930.13	\$159.97	\$2,145.17	\$1,980.64	\$164.53
<b>QHDHP/HSA-SPIRA Care Bluesaver</b>	<b>Total \$</b>	<b>City \$</b>	<b>Employee \$</b>	<b>Total \$</b>	<b>City \$</b>	<b>Employee \$</b>
Employee Only				\$598.37	\$773.54	\$175.17 <i>(HSA)</i>
Employee + One				\$1,196.94	\$1,167.02	\$56.42
Family				\$1,915.21	\$1,819.45	\$95.76

\*As a reminder, the Governing Body is eligible for plan coverage but are responsible for paying the total premium cost.

<b>Base Plan</b>	<b>2024 ER%</b>
Employee Only	100%
Employee + One	83%
Family	80%

**RENEWAL HISTORY**

01/01/2023: Cigna is within the renewal of their 2-year contract with a 12% rate cap. Additional discounts of up to 4% were applied by successfully completing the wellness renewal incentives. Therefore, the renewal was established as an 8% average rate increase between the two plan options. The plan included a year 2 renewal rate savings of 6% that would be applied to 2024 premium rates if all wellness targets were met.

01/01/2022: Cigna health plan was selected as new provider for 2022. Premium was negotiated at 9.05% increase (vs. a 12% and premium holiday from former United Health Care plan). A 12% rate cap was implemented for 2023. Additional discounts up to 4% based on “stacked” savings from achieving wellness incentives. The Full Insured Plus contract provides a potential refund based on claims experience with no penalty for deficit. The contract also allows for a refund of 50% of surplus at year end. Renewal calculation is based on 42% credibility and 58% manual rating. Renewal increase of 12%, with wellness reductions providing an overall 8% increase. 2023 wellness credits can be earned up to 6% for 2024 rate reduction.

## **DENTAL COVERAGE**

Delta Dental of Kansas, the City's dental insurance provider provided a flat renewal rate for one year. Enhancements were requested to the existing plans; 1) Low option preventive maintenance coverage at 100% from 80%, 2) High option Ortho coverage at \$2000 from \$1500 and increase the benefit max age from 19 to 26 years of age.

## **VISION COVERAGE**

The City's vision insurance provider, Superior Vision by MetLife, is under a rate hold through 12/31/2026. No plan changes are being recommended.

## **LIFE INSURANCE/ACCIDENTAL DEATH AND DISABILITY (AD&D)**

Holmes Murphy placed a request for proposals for Life and Disability Insurance plans by suggestion from City staff. Three carrier responses were received. The Standard provided lower renewal rates with enhanced benefits. The Commissioned officer category will increase from \$300k to \$500k in Life Ins benefit. The Standard plan is in a three-year contract through 2026.

## **DISABILITY COVERAGE**

The City uses The Standard as the City's long-term disability insurance provider. The Standard is renewing at a lower rate for both Long Term and Short-Term Disability plans. Short Term Disability is a voluntary benefits paid for by the employee. Both plans are in a three-year contract through 2026.

The Standard Life/AD&D, Long Term and Short-Term Disability plans are submitted as an aggregated renewal savings of **-13.85%**.

## **Employee Assistance Program (EAP)**

The City began a contract with LifeWorks in 2021 as the City's employee assistance provider. LifeWorks is within a 2-year rate guarantee that expires 12/31/2023. City staff expressed needs were not being met by the current plan and carrier. Holmes Murphy requested proposals from three companies, to include LifeWorks (now Telus). Per the type of services being sought for the needs of our city employees, CuraLinc provided the best suited program. In addition to 6 sessions per employee per month, their services include a critical incident response program, in person counseling opportunities, and text communication for easy employee services.

## **COBRA Administration**

Currently, COBRA is administered internally through the Human Resources Department of the City. Holmes Murphy indicated that most organizations utilize a third-party COBRA Administrator to maintain compliance and consistency and decrease liability. Two proposals were received, and a recommendation was given to use the P&A Group as the COBRA Administrator.

### Flexible Spending Accounts

The current provider for Flexible Spending Medical and Dependent Care is Health Equity/Wage Works. This is an auto-renewal of carrier and Holmes Murphy recommends continuing with this service.

### FUNDING SOURCE

Employee insurance premiums are a General Fund expenditure. The 2024 budget anticipated an increase in medical premium costs of 15%, and 5% increase each for dental and vision. **Since the benefit renewals came in flat or lower than anticipated, the City has projected a budget savings of approximately \$184,846.**

2024 Renewal Costs	
Health Insurance	\$1,567,289 <i>Holiday Premium (65,304)</i> Net \$1,501,985
Dental Insurance	\$ 76,714
Vision Insurance	\$ 11,037
AD&D Insurance	\$ 5,072
Life Insurance (PD and Non-Commission)	\$ 14,774
Long Term Disability	\$ 21,510
<b>Total:</b>	<b>\$1,631,092</b>
<b>Holmes Murphy Contract Fee</b>	\$45,000

**2024 Budget: \$1,860,938**

### PREPARED BY

Cindy Volanti

HR Manager

Date: October 12, 2023

**City of Prairie Village, KS**  
**2023 Blue Cross Blue Shield of Kansas City Offer**

	Cigna				Blue Cross Blue Shield Kansas City		
	Current - \$0 PPO		Current - \$3,200 QHDHP PPO		\$0 PPO	\$3,200 QHDHP PPO	SPIRA Care Bluesaver
	In-Network		In-Network		In-Network	In-Network	In-Network - Blue Select Plus
<b>Deductible</b>							
Single	\$0		\$3,200		\$0	\$3,200	\$3,200
Family	\$0		\$6,400		\$0	\$6,400	\$6,400
<b>Embedded or Aggregate Deductible</b>	<b>Embedded</b>		<b>Embedded</b>		<b>Embedded</b>	<b>Embedded</b>	<b>Embedded</b>
<b>Coinsurance</b>	70% / 30%		100% / 0%		70% / 50%	100% / 70%	100% / 0%
<b>Out-of-Pocket Maximum</b>	Includes Copays, Deductible & Coinsurance		Includes Copays, Deductible & Coinsurance		Includes Copays, Deductible & Coinsurance	Includes Copays, Deductible & Coinsurance	Includes Copays, Deductible & Coinsurance
Single	\$5,500		\$3,200		\$5,500	\$3,200	\$3,200
Family	\$10,000		\$6,000		\$10,000	\$6,400	\$6,400
<b>Lifetime Maximum</b>	Unlimited		Unlimited		Unlimited	Unlimited	Unlimited
<b>Physician Visit</b>	\$35 copay		Deductible		\$35 copay	Deductible	Deductible
<b>Specialist Visit</b>	\$70 copay		Deductible		\$70 copay	Deductible	Deductible
<b>Preventive Services</b>	100% covered		100% covered		100% covered	100% covered	100% covered
<b>Hospital Services:</b>							
Inpatient	30% coinsurance		Deductible		30% coinsurance	Deductible	Deductible
Outpatient	30% coinsurance		Deductible		30% coinsurance	Deductible	Deductible
<b>Emergency Room (waived if admitted)</b>	\$250 copay then 30% coinsurance		Deductible		\$250 copay	Deductible	Deductible
<b>Urgent Care</b>	\$70 copay		Deductible		\$70 copay	Deductible	Deductible
<b>Prescription Drugs</b>							
Retail - 30 day supply	\$10/\$35/\$60		Deductible		\$10/\$35/\$60	Deductible	Deductible
Mail order - 90 day supply	2.5 x Retail		Deductible		2.5 x Retail	Deductible	Deductible
	<b>Current Rates</b>		<b>Renewal Rates</b>		<b>BCBSKC Rates</b>		<b>BCBSKC Rates</b>
Employee 37 36	\$751.92	\$804.92	\$651.12	\$695.77	\$773.54	\$670.22	\$598.37
Employee + One 8 9	\$1,506.79	\$1,612.99	\$1,305.21	\$1,394.72	\$1,547.28	\$1,340.66	\$1,196.94
Full Family 3 21	\$2,412.66	\$2,582.70	\$2,090.10	\$2,233.43	\$2,475.80	\$2,145.17	\$1,915.21
<b>Total Monthly Premium</b>	<b>\$47,113</b>	<b>\$50,434</b>	<b>\$79,079</b>	<b>\$84,502</b>	<b>\$48,427</b>	<b>\$81,242</b>	
<b>Total Annual Premium</b>	<b>\$565,360</b>	<b>\$605,209</b>	<b>\$948,952</b>	<b>\$1,014,027</b>	<b>\$581,119</b>	<b>\$974,909</b>	
<b>\$ Increase / (Decrease) from Current</b>	<b>N/A</b>	<b>\$39,849</b>	<b>N/A</b>	<b>\$65,075</b>	<b>\$15,759</b>	<b>\$25,957</b>	
<b>% Increase / (Decrease) from Current</b>	<b>N/A</b>	<b>7.0%</b>	<b>N/A</b>	<b>6.9%</b>	<b>2.8%</b>	<b>2.7%</b>	
	<b>Current</b>		<b>Renewal</b>		<b>Blue Cross Blue Shield Kansas City</b>		
<b>Combined Monthly Premium</b>	<b>\$126,193</b>		<b>\$134,936</b>		<b>\$129,669</b>		
<b>Combined Annual Premium</b>	<b>\$1,514,312</b>		<b>\$1,619,235</b>		<b>\$1,556,029</b>		
<b>One Time 1/2 Month Premium Holiday</b>	<b>\$0</b>		<b>\$0</b>		<b>(\$64,835)</b>		
<b>Net Annual Premium</b>	<b>\$1,514,312</b>		<b>\$1,619,235</b>		<b>\$1,491,194</b>		
<b>\$ Increase / (Decrease) from Current</b>	<b>N/A</b>		<b>\$104,924</b>		<b>(\$23,118)</b>		
<b>% Increase / (Decrease) from Current</b>	<b>N/A</b>		<b>6.9%</b>		<b>-1.5%</b>		

This document highlights the main features of the benefit plans presented. Full details of these benefits are contained in the legal documents governing the plans. If there is a discrepancy or conflict between the plan documents and the information presented here, the plan documents will govern. In all cases, the plan documents are the exclusive source for determining rights and benefits under the plans.



# Renewal Planning

## City Council Meeting

October 16th, 2023



# Renewal Status

Line of Coverage	Current Carrier	Notes	Next Renewal
<b>Medical</b>	Cigna	<ul style="list-style-type: none"> <li>Initial renewal 17.3%; negotiated down to 6.9%</li> <li>Marketing for 1/1/2024</li> </ul>	1/1/2024
<b>Dental</b>	Delta Dental	<ul style="list-style-type: none"> <li>Received a flat renewal</li> <li>Received proposals for enhancing preventive to 100% and one for enhancing ortho coverage to 2K</li> </ul>	1/1/2024
<b>Vision</b>	Superior Vision (MetLife)	<ul style="list-style-type: none"> <li>Under rate hold</li> </ul>	1/1/2027
<b>Life/AD&amp;D Short Term Disability Long Term Disability</b>	The Standard	<ul style="list-style-type: none"> <li>Initial renewal was flat; negotiated down to -13.85%</li> <li>Marketed for 1/1/2024</li> </ul>	1/1/2024
<b>EAP</b>	Lifeworks	<ul style="list-style-type: none"> <li>Initial renewal 3.6%</li> <li>Marketed and received quotes for enhanced program</li> </ul>	1/1/2024
<b>Flexible Spending Accounts</b>	HealthEquity/ WageWorks	<ul style="list-style-type: none"> <li>Auto-renewal</li> </ul>	Auto
<b>COBRA</b>	City of PV	<ul style="list-style-type: none"> <li>Marketed</li> </ul>	n/a



# 2024 Recommendations

Line of Coverage	Current Carrier	Recommendation	Renewal
<b>Medical</b>	Cigna	Transition to Blue Cross Blue Shield of Kansas City and add a third plan that allows Spira Care access and potential rate cap for 2024	1/1/2025
<b>Dental</b>	Delta Dental	Renew with Delta Dental including enhancements to Low and High plan	1/1/2025
<b>Vision</b>	Superior Vision (MetLife)	Renew with Superior Vision	1/1/2028
<b>Life/AD&amp;D Short Term Disability Long Term Disability</b>	The Standard	Renew with The Standard; including plan enhancements	1/1/2027
<b>EAP</b>	Lifeworks	Transition to CuraLinc	1/1/2028
<b>Flexible Spending Accounts</b>	HealthEquity/ WageWorks	Renew with HealthEquity/WageWorks	-
<b>COBRA</b>	City of PV	Implement with P&A Group	-

- Commissions have been removed from all lines of coverage





# Medical Plan Performance



# Rolling 12 Experience Report

Month	Total Enrollment	Members	Paid Medical Claims	Fixed Charges	Paid Rx Claims	Monthly Gross Paid Claims	Claims Over Pooling (\$100,000)	Monthly Net Paid Claims	Monthly Total Premium Paid
Jul-22	106	189	\$84,356	\$796	\$51,273	\$136,425	(\$7,367)	\$129,058	\$105,358
Aug-22	108	196	\$52,308	\$815	\$13,701	\$66,824	(\$2,664)	\$64,160	\$108,295
Sep-22	110	201	\$27,859	\$848	\$47,579	\$76,286	(\$27,923)	\$48,363	\$110,665
Oct-22	109	202	\$36,764	\$882	\$20,926	\$58,572	(\$110)	\$58,462	\$110,367
Nov-22	107	198	\$61,391	\$899	\$47,301	\$109,591	(\$27,929)	\$81,662	\$108,583
Dec-22	107	196	\$56,226	\$910	\$30,114	\$87,250	(\$53)	\$87,197	\$108,242
Jan-23	110	197	\$19,852	\$1,120	\$41,467	\$62,439	\$0	\$62,439	\$105,368
Feb-23	110	201	\$35,176	\$944	\$19,067	\$55,187	\$0	\$55,187	\$118,235
Mar-23	110	202	\$50,480	(\$432)	\$53,296	\$103,344	\$0	\$103,344	\$111,445
Apr-23	111	199	\$40,015	\$992	\$58,515	\$99,522	\$0	\$99,522	\$114,882
May-23	111	202	\$28,468	\$997	\$20,879	\$50,344	\$0	\$50,344	\$119,616
Jun-23	115	206	\$129,221	\$1,080	\$49,264	\$179,565	(\$2,250)	\$177,315	\$119,616
<b>Total</b>	<b>1,314</b>	<b>2,389</b>	<b>\$622,116</b>	<b>\$9,851</b>	<b>\$453,382</b>	<b>\$1,085,349</b>	<b>(\$68,296)</b>	<b>\$1,017,053</b>	<b>\$1,340,672</b>
<b>AVG</b>	<b>110</b>	<b>199</b>	<b>\$51,843</b>	<b>\$821</b>	<b>\$37,782</b>	<b>\$90,446</b>	<b>(\$9,757)</b>	<b>\$84,754</b>	<b>\$111,723</b>
<b>PEPM</b>			<b>\$473</b>	<b>\$7</b>	<b>\$345</b>	<b>\$826</b>	<b>(\$52)</b>	<b>\$774</b>	<b>\$1,020</b>

- Premium to Claims Loss Ratio: 81%



# Medical Renewal



# Medical Renewal: Cigna

			Cigna			
			Current - \$0 PPO		Current - \$3,200 QHDHP PPO	
			Current Rates	Renewal Rates	Current Rates	Renewal Rates
Employee	39	37	\$751.92	\$804.92	\$651.12	\$695.77
Employee + One	7	6	\$1,506.79	\$1,612.99	\$1,305.21	\$1,394.72
Full Family	3	23	\$2,412.66	\$2,582.70	\$2,090.10	\$2,233.43
<b>Total Monthly Premium</b>			<b>\$47,110</b>	<b>\$50,431</b>	<b>\$79,995</b>	<b>\$85,481</b>
<b>Total Annual Premium</b>			<b>\$565,325</b>	<b>\$605,171</b>	<b>\$959,940</b>	<b>\$1,025,768</b>
<b>\$ Increase / (Decrease) from Current</b>			<b>N/A</b>	<b>\$39,846</b>	<b>N/A</b>	<b>\$65,828</b>
<b>% Increase / (Decrease) from Current</b>			<b>N/A</b>	<b>7.0%</b>	<b>N/A</b>	<b>6.9%</b>
			Current		Renewal	
<b>Combined Monthly Premium</b>			<b>\$127,105</b>		<b>\$135,912</b>	
<b>Combined Annual Premium</b>			<b>\$1,525,265</b>		<b>\$1,630,939</b>	
<b>One Time 1/2 Month Premium Holiday</b>			<b>\$0</b>		<b>\$0</b>	
<b>Net Annual Premium</b>			<b>\$1,525,265</b>		<b>\$1,630,939</b>	
<b>\$ Increase / (Decrease) from Current</b>			<b>N/A</b>		<b>\$105,675</b>	
<b>% Increase / (Decrease) from Current</b>			<b>N/A</b>		<b>6.9%</b>	



# Medical Marketing Recommendation: BCBSKC

			Blue Cross Blue Shield Kansas City		
			\$0 PPO	\$3,200 QHDHP PPO	SPIRA Care Bluesaver
			BCBSKC Rates	BCBSKC Rates	BCBSKC Rates
Employee	39	37	\$773.54	\$670.22	\$598.37
Employee + One	7	6	\$1,547.28	\$1,340.66	\$1,196.94
Full Family	3	23	\$2,475.80	\$2,145.17	\$1,915.21
<b>Total Monthly Premium</b>			<b>\$48,426</b>	<b>\$82,181</b>	
<b>Total Annual Premium</b>			<b>\$581,117</b>	<b>\$986,172</b>	
<b>\$ Increase / (Decrease) from Current</b>			<b>\$15,792</b>	<b>\$26,232</b>	
<b>% Increase / (Decrease) from Current</b>			<b>2.8%</b>	<b>2.7%</b>	
			Blue Cross Blue Shield Kansas City		
<b>Combined Monthly Premium</b>			<b>\$130,607</b>		
<b>Combined Annual Premium</b>			<b>\$1,567,289</b>		
<b>One Time 1/2 Month Premium Holiday</b>			<b>(\$65,304)</b>		
<b>Net Annual Premium</b>			<b>\$1,501,985</b>		
<b>\$ Increase / (Decrease) from Current</b>			<b>(\$23,279)</b>		
<b>% Increase / (Decrease) from Current</b>			<b>-1.5%</b>		

\*BCBSKC has offered a 1/2 month premium holiday (~\$65K); reflected in total

- Proposal matches current plan designs for the two in-force Cigna plans, with an added SPIRA/Enhanced Network option



# BCBSKC Blue Select Plus/SPIRA Plan Design

SPIRA Care Bluesaver	
	In-Network - Blue Select Plus
<b>Deductible</b>	
Single	\$3,200
Family	\$6,400
<b>Embedded or Aggregate Deductible</b>	<b>Embedded</b>
<b>Coinsurance</b>	100% / 0%
<b>Out-of-Pocket Maximum</b>	Includes Copays, Deductible & Coinsurance
Single	\$3,200
Family	\$6,400
<b>Lifetime Maximum</b>	Unlimited
<b>Physician Visit</b>	Deductible
<b>Specialist Visit</b>	Deductible
<b>Preventive Services</b>	100% covered
<b>Hospital Services:</b>	
Inpatient	Deductible
Outpatient	Deductible
<b>Emergency Room (waived if admitted)</b>	Deductible
<b>Urgent Care</b>	Deductible
<b>Prescription Drugs</b>	
Retail - 30 day supply	Deductible
Mail order - 90 day supply	Deductible
BCBSKC Rates	
Employee	\$598.37
Employee + One	\$1,196.94
Full Family	\$1,915.21

Rates include Spira enrollment-based rate cap  
 10% Spira Enrollment = 14.9% rate cap 1/1/2025  
 25% Spira Enrollment = 12.5% rate cap 1/1/2025  
 50% Spira Enrollment = 9.9% rate cap 1/1/2025



# Life/Disability Renewal



# Life/Disability Renewal: Financials

Line of Coverage: Basic Life		
	<b>Current</b>	<b>Renewal</b>
Rate Per \$1,000	<b>\$0.100</b>	<b>\$0.085</b>
Annual Premium	\$16,909.20	\$14,372.82
Premium <b>Savings</b> /Increase		(\$2,536.38)

Line of Coverage: Basic AD&D		
	<b>Current</b>	<b>Renewal</b>
Rate Per \$1,000	<b>\$0.030</b>	<b>\$0.030</b>
Annual Premium	\$5,072.76	\$5,072.76
Premium <b>Savings</b> /Increase		\$0.00

Line of Coverage: Basic Dependent Life		
	<b>Current</b>	<b>Renewal</b>
Rate PEPM	<b>\$1.760</b>	<b>\$1.760</b>
Annual Premium	\$401.28	\$401.28
Premium <b>Savings</b> /Increase		\$0.00

Line of Coverage: LTD		
	<b>Current</b>	<b>Renewal</b>
Rate Per \$100 Payroll	<b>\$0.325</b>	<b>\$0.270</b>
Annual Premium	\$25,892.49	\$21,510.68
Premium <b>Savings</b> /Increase		(\$4,381.81)

Line of Coverage: STD		
	<b>Current</b>	<b>Renewal</b>
Rate Per \$100 Payroll	<b>Age Banded</b>	<b>Age Banded</b>
Annual Premium	\$8,814.00	\$7,825.20
Premium <b>Savings</b> /Increase		(\$988.80)

	<b>Current</b>	<b>Renewal</b>
<b>Total Annual Premium</b>	<b>\$57,090</b>	<b>\$49,183</b>
<b>Total Premium Savings/Increase Compared to Current Spend (\$)</b>		<b>(\$7,907)</b>
<b>Total Premium Savings/Increase Compared to Current Spend (%)</b>		<b>-13.85%</b>





# Life/Disability Enhancements

Standard enhancements at no cost increase:

- Basic Life Maximum increased from \$350K to \$500K for Class 1 (Commissioned) eligible
- LTD Maximum monthly benefit increased from \$5,000 to \$6,000 for all employees



# Life/Disability: Voluntary Life Plan

- Proposed new plan in 2024: Voluntary Life
- No cost to the City/Employee Paid

<b>Basic Plan Provisions</b>
Voluntary Life/AD&D Insurance Benefit & Guarantee Issue Amount:
Employee - \$10,000 increments to \$500,000 / \$150,000 GI
Spouse - \$5,000 increments to \$250,000 / \$25,000 GI
Child - \$10,000 / Full Amount

<b>Additional Provisions</b>
Reduction Schedule: 65% at 70; 50% at 75
Conversion / Portability: Included / Included
Accelerated Death Benefit: 75% to \$500,000
Waiver of Premium: Included to age 65



# Dental Renewal/Enhancements



# Dental

- Delta Dental 1/1/2024 Renewal resulted in no change in benefits or rates (without enhancements).
- Requested pricing on the following enhancement options:
  - Low Plan: Increased the Preventive to 100%
  - High Plan: Increased Ortho from \$1,500 to \$2,000 and the benefit max age from 19 to 26 years of age.



# Dental Plan Designs

Low Plan	Cover Preventive 100%	
	Current	Proposed
Calendar Year Maximum	\$1,000	\$1,000
Calendar Year Deductible	\$150	\$150
Type I - Preventive	80%	<b>100%</b>
Class II Basic Restorative Care	60%	60%
Class III Major Restorative Care	40%	40%
Class IV Orthodontia	0%	0%
Ortho Max	N/A	N/A
Ortho max age	N/A	N/A

High Plan	Increase Ortho Max & Age	
	Current	Proposed
Calendar Year Maximum	\$1,500	\$1,500
Calendar Year Deductible	\$150	\$150
Type I - Preventive	100%	100%
Class II Basic Restorative Care	80%	80%
Class III Major Restorative Care	50%	50%
Class IV Orthodontia	50%	50%
Ortho Max	\$1,500	<b>\$2,000</b>
Ortho max age	19	<b>26</b>

- Enhancements in bold



# Dental Pricing

Delta Dental of Kansas				
	Current		Net of Commissions/Enhanced	
	Low Plan	High Plan	Low Plan	High Plan
EE	26.85	40.57	\$30.31	\$42.17
EE + 1	50.57	76.64	\$57.28	\$79.67
EE + Family	93.53	141.37	\$105.57	\$146.95
			Preventive 100%	2K Ortho Max



# Vision Renewal



# Vision Renewal/Updated Rates

- Flat renewal
- Adjusted rates Net of Commissions to Holmes Murphy

Superior Vision (Metlife)			
	Current	Net of Commissions	\$ Change
EE	\$5.94	\$5.60	\$0.34
EE + Spouse	\$11.75	\$11.08	\$0.67
EE + Child(ren)	\$11.51	\$10.86	\$0.65
EE + Family	\$17.50	\$16.51	\$0.99





# Employee Assistance Program (EAP)



# EAP

	Lifeworks (incumbent)			CuraLinc
	Current	Renewal	Proposed Enhanced	Proposed
<b>Rate (PEPM)</b>	\$1.43	\$1.62	\$5.80	\$5.50
<b>Annual</b>	<b>\$2,008</b>	<b>\$2,082</b>	<b>\$8,143</b>	<b>\$7,720</b>
<b>6 Sessions</b>	Y	Y	Y	Y
<b>Critical Incident Response</b>	N	N	Y	\$295/hr
<b>In person?</b>	N	N	Y	Y
<b>Text?</b>	N	N	N	Y
<b>Rate Guarantee</b>				<ul style="list-style-type: none"> <li>•3 year rate guarantee</li> <li>•\$1,930 per quarter</li> </ul>



# COBRA Administration



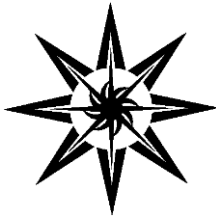
# COBRA Admin

P&A Group	
<b>COBRA Set-up Fee</b>	\$150
<b>COBRA Annual Minimum Notice Fee</b>	\$750.00
Renewal fee	\$0.00
Newly eligible notification	\$12.00
Termination notice	\$24
<b>Optional Services/Fees</b>	
Blanket initial notices	
1-100	\$5.00
101+	\$3.00
<b>Total Minimum Annual Expense</b>	<b>\$900.00</b>



Questions?





**PUBLIC WORKS DEPARTMENT**

**Council Meeting Date: October 16, 2023**

**COU2023-60 CONSIDER CONSTRUCTION CONTRACT WITH PFEFFERKORN  
ENGINEERING & ENVIRONMENTAL, LLC FOR THE STORM  
DRAINAGE REPAIR PROGRAM**

---

**RECOMMENDATION**

Move to authorize the Mayor to sign the construction contract with Pfefferkorn Engineering & Environmental in the amount of \$237,000.00 for the replacement of a storm drainage channel as part of the Storm Drainage Repair Program.

**BACKGROUND**

On September 22, 2023 the City Clerk opened bids for the project. Three bids were received. The low bid as read was 9% over the engineer's estimate. The current bid environment continues to be unique and challenging to estimate based on several factors, not limited to tight site access, construction timeline to complete before winter, and material lead time.

The contract will replace a length of concrete drainage channel along the rear property lines near 84<sup>th</sup> Street and Juniper Lane. The channel has deteriorated and a section of the wall failed during heavy storms this summer.

Bids as read:

Pfefferkorn Engineering and Environmental, LLC	\$237,000.00
Infrastructure Solutions, LLC	\$284,215.00
Mega KC Corporation	\$339,000.00
Engineer's Estimate	\$216,600.00

Staff has reviewed the bids and has recommended awarding the project as presented. Pfefferkorn Engineering and Environmental, LLC has worked in Prairie Village previously and performed similar work for other municipalities.

**FUNDING SOURCE**

Funds are available in the CIP under the Drainage Repair Program in Drain23x.

**ATTACHMENTS**

Construction Agreement with Pfefferkorn Engineering & Environmental, LLC

**PREPARED BY**

Cliff Speegle, Project Manager

October 4, 2023

**CONSTRUCTION AGREEMENT**



**DRAIN23X  
JUNIPER CHANNEL REPLACEMENT**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**PFEFFERKORN ENGINEERING &  
ENVIRONMENTAL, LLC**





**CONSTRUCTION CONTRACT  
FOR  
DRAIN23X - Juniper Channel Replacement**

**BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
PFEFFERKORN ENGINEERING & ENVIRONMENTAL, LLC**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and Pfefferkorn Engineering & Environmental, LLC, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project DRAIN23X - Juniper Channel Replacement, (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 Two Hundred and Thirty Seven Thousand DOLLARS (\$237,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### 5. WORK SUPERINTENDENT

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

## 6. PROJECT MANAGER

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



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

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

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

## 7. WORK SCHEDULE:

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

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

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

## **8. DELAYS AND EXTENSIONS OF TIME**

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

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

**9. ADVERSE WEATHER:**

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 **“Adverse Weather”** is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.

9.4 **“Unusually Severe Weather”** is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

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

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

## 10. LIQUIDATED DAMAGES

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

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

## 11. PAYMENT PROCEDURE

11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.

11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.

11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.

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

11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

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

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

## **12. COMPLETION AND FINAL PAYMENT**

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

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

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

### **13. CLAIMS BY THE CONTRACTOR**

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



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

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

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

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

#### **14. CHANGES IN THE WORK**

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

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

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

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

## 15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 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

\_\_\_\_\_  
(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Eric Mikkelson  
\_\_\_\_\_

\_\_\_\_\_  
(typed name)

Mayor  
\_\_\_\_\_

\_\_\_\_\_  
(typed title)

City of Prairie Village  
\_\_\_\_\_

\_\_\_\_\_  
(typed company name)

7700 Mission Road  
\_\_\_\_\_

\_\_\_\_\_  
(typed address)

Prairie Village, Kansas 66208  
\_\_\_\_\_

\_\_\_\_\_  
(typed city, state, zip)

\_\_\_\_\_

\_\_\_\_\_  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

SEAL

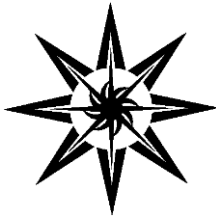
ATTEST:

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.)



**PUBLIC WORKS DEPARTMENT**

Council Meeting Date: October 16, 2023

COU2023-61

**CONSIDER DESIGN AGREEMENT WITH GBA INC. FOR THE  
DESIGN OF THE 2024 DRAINAGE PROGRAM**

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**RECOMMENDATION**

Move to approve the design agreement with George Butler Associates Inc. for the design of the 2024 Drainage Program in the amount of \$158,970.00.

**BACKGROUND**

This agreement is for the design of the 2024 Drainage Program which will replace the culvert crossing at 67<sup>th</sup> Street near Delmar Street. The culvert has reached the end of its useful life and had ranked high on our replacement list based on age and condition. Replacement of the culvert will allow for an improved sidewalk crossing on the north side of 67<sup>th</sup> Street by extending the length of the culvert. This also allows for the removal of the existing pedestrian bridge channel crossing which would soon need replacement based on condition.

A similar culvert project was completed at 71<sup>st</sup> Street east of Mission Road in 2020.

Construction is anticipated to begin in the spring of 2024.

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

**FUNDING SOURCE**

CIP Funding is available for design in the capital project: DRAIN23x.

**ATTACHMENTS**

Design Agreement with GBA Inc.

**PREPARED BY**

Cliff Speegle, Senior Project Manager

October 2, 2023



**AGREEMENT FOR PROFESSIONAL ENGINEER**

**For**

**DESIGN SERVICES**

**Of**

**DRAIN24X- 2024 DRAINAGE REPAIR PROGRAM**

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

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2024 Drainage Repair Program, hereinafter called the “**Project**”,

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

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

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

**Article I City Responsibilities**

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

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

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

## Article II Consultant Responsibilities

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

## Article III Scope of Services

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

## Article IV Time Schedule

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



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

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

## Article V Compensation

- A. **Maximum Compensation** The City agrees to pay the Consultant as maximum compensation of \$158,970.00 as defined in Exhibit B for the scope of services.
- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

## Article VI General Provisions

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

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

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

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

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

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

**City:**

City of Prairie Village, Kansas

**By:** \_\_\_\_\_

Eric Mikkelson, Mayor

**Address for giving notices:**

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

Telephone: 913-385-4640

Email: publicworks@pvkansas.com

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**Consultant:**

Consultant Firm

**By** \_\_\_\_\_

Gary Beck, Principal

**Address for giving notices:**

George Butler Associates, Inc.  
c/o Gary Beck  
9801 Renner Blvd  
Lenexa, KS 66219

Telephone: 913-577-8363

Email: gbeck@gbateam.com

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
David Waters, City Attorney



**EXHIBIT A  
SCOPE OF SERVICES**

**DESIGN PHASE SERVICES  
FOR 2024 DRAINAGE PROGRAM**

**OWNER  
CITY OF PRAIRIE VILLAGE, KANSAS**

**PROJECT DESCRIPTION**

The 2024 Drainage program will include the removal and replacement of the culvert crossing at 67<sup>th</sup> Street, removal and replacement of the 5x5 crossing that connects to the 60" RCP under 67<sup>th</sup> Street, and channel design for Brush Creek Tributary D from 67<sup>th</sup> Street to El Monte.

**SCOPE OF SERVICES**

The engineering services for the Program will include preparation of construction plans, project specifications and construction cost estimates for the project generally described above. Plans will be developed in accordance with the City of Prairie Village, Kansas Design Criteria, Technical Specifications and Standard Details. Limited bid and construction phase services are included in this scope of work. Construction staking and resident project representative (RPR) are not included in this scope of work. Subsurface utility exploration or potholing, slope stability analysis, structural evaluation of the existing walls, modifications or disturbance to existing monuments and landscaping, public meetings, council meetings, Traffic Control shop drawing review, and permanent pavement markings are excluded from this scope of services.

The detailed Scope of Services for the administration of the project sites as described above to be provided by the CONSULTANT is as follows:

**Administration**

**Task 1. Administration**

**Task 1.1 Project Management, Supervision, and Coordination**

The ENGINEER will provide project management services throughout the project to successfully manage and complete the work, including project correspondence and consultation with OWNER staff; supervision and coordination of services; implementation of project scheduling and assignment of personnel resources; and continuous monitoring of work progress. Per the Schedule to be provided, the ENGINEER will provide internal and external coordination with the OWNER, project staff, and subconsultants.

**Task 1.2 Project Invoicing and Progress Reporting**

The ENGINEER will prepare and submit monthly invoices on a form acceptable to the OWNER limited to five (5) months. The ENGINEER will also prepare monthly progress reports for the

OWNER to accompany billings which will summarize project status including work completed, remaining work, outstanding questions and issues needing to be addressed.

### **Task 1.3 Kickoff Meeting, Progress Meetings, and Site Visits**

The ENGINEER will coordinate and attend one (1) kickoff meeting, one (1) preliminary Design Meeting, one (1) Field Check Meeting, and one (1) Final Design Meeting with the OWNER. The kickoff meeting will be held virtually and will be used to discuss and review the scope of services, schedule, coordination amongst disciplines, and any data requests. The progress meetings will be held virtually and will be used to discuss and review project progress, project schedule, budget status, upcoming tasks, and other topics relevant to the project. The Engineer will conduct three (3) internal coordination meetings. The site visits will be used to review site specific questions and challenges that arise during design. The ENGINEER will prepare and distribute a summary after each meeting.

## **Task 2. Survey**

### **Task 2.1 Fieldwork**

This task will include the following limited to:

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

### **Task 2.2 Title Work and Easement Preparation**

Provide the City with complete title report, including current mortgage or lienholders, certificates of survey, and descriptions for 6 tracts of land which are subjected to easements (permanent or temporary) or right-of-way acquisition. The Consultant shall preserve and provide to the City, at no additional cost, all Project survey and drawing data, including all its electronic forms. Identify and analyze alignment and structure locations where Project construction or Project right-of-way or easements may exceed City ROW, determine any easements required and develop easement exhibits and descriptions, limited to 6 tracts.

## **Task 3. Geotech**

### **Task 3.1 Geotechnical Investigation**

The geotechnical subconsultant (SUBCONSULTANT) will drill two (2) borings to a maximum depth of 20 feet (or auger refusal). Minimal traffic control with cones and road work ahead signs on residential streets will be provided, including a submittal for a ROW permit. Upon

completion of the field work, the SUBCONSULTANT will provide a set of boring logs and summary report that summarizes the subsurface conditions at each boring location including pavement thickness, depth to bedrock, and groundwater observations.

#### **Task 4. Preliminary Design (60%)**

##### **Task 4.1 Hydrology & Hydraulics**

Evaluation of the project area for existing conditions and the proposed two alternatives utilizing the survey in the area and HEC-RAS for the area limited to 50 feet downstream of 67<sup>th</sup> Street to 50 feet upstream of El Monte.

##### **Task 4.2 Preliminary (60%) Plan Development (Gen notes, grading, plan and profile, and details) (anticipate 14 sheets)**

Prepare preliminary design documents consisting of design criteria and preliminary drawings, 60% completion of design is expected for this submittal, including title sheet, general notes sheet, one plan sheet for each storm sewer location, a special detail sheet, and standard detail sheets limited to 14 total sheets. Furnish three (3) copies of the above preliminary design documents and present and review them with City staff. Provide copy of documents to Johnson County Stormwater Management Program (SMP) for review. Utility approximate locations will be shown in this submittal. This task will also include an internal quality control review of the plan sheets.

##### **Task 4.3 Preliminary Quantities & Engineer's Opinion of Probable Const. Costs**

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

##### **Task 4.4 Utility Contacts & Coordination**

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

#### **Task 5. Final Design (95%)**

##### **Task 5.1 Final Design Development of Construction Plans**

Prepare final drawings for incorporation in the Project Contract Documents for construction to show the character and extent of the Project (herein after called "Drawings") and Specifications. The Drawings shall include a title sheet, general notes sheet, one plan sheet for each storm sewer location, a special detail sheet, and standard detail sheets limited to 10 total sheets with a



summary of quantities and follow all requirements as described in Prairie Village's Specification and Design Criteria. This task will also include an internal review of the plan sheets.

### **Task 5.2 Prepare 100% Final General Notes, Final Quantities, Specifications & Engineer's Opinion of Probable Const. Costs, QC, and Comments**

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

### **Task 5.3 Final Plan Review Meeting**

Meet with City to review final plans.

### **Task 5.4 Utility Contacts & Coordination**

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

## **Task 6. Permitting**

### **Task 6.1 NPDES/SWPP**

GBA will submit to the Kansas Department of Health and Environment (KDHE) a Notice of Intent (NOI) for a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater / Land Disturbance Permit for the project. GBA will develop appropriate erosion and sediment control plans and details and prepare a Construction Stormwater Pollution Prevention Plan (SWPPP) to be maintained on-site during construction activities. As required by the permit, GBA will have written correspondence with the U.S. Fish & Wildlife Service, Kansas Department of Wildlife & Parks, and the State Historic Preservation Office to determine if endangered species and/or cultural/historic resources may be adversely affected by the project. GBA will make payment of the initial KDHE reimbursable permit fee of \$60.00. The Client will be responsible for any subsequent annual renewal fees.

### **Task 6.2 Preliminary Jurisdictional Waters Identification**

GBA will conduct a *Preliminary Jurisdictional Waters Identification* (Identification) consisting of a visual inspection of the project site and provide a professional opinion regarding the presence

and/or absence of potential jurisdictional Section 404/10 waters of the U.S., including streams, wetlands, and lakes/ponds. The Identification results and exhibits will be presented in the U.S. Army Corps of Engineers Section 404 compliance memorandum.

### **Task 6.3 Compliance Memorandum for U.S. Army Corps of Engineers Section 404 Activities**

GBA will prepare a Memorandum that documents project compliance with the Section 404 Nationwide Permit (NWP) activities that do not require notification to the U.S. Army Corps of Engineers (Corps). The Memorandum will include: 1) purpose of the Memorandum, 2) project owner information, 3) project purpose and location, 4) description of the regulated activities including fill material type(s) and quantity(s), 5) project compliance with NWP and its associated general and regional conditions, 6) applicable design plan sheet(s), 7) copy of the NWP, conditions, and State Section 401 water quality certification, 8) Identification results, and 9) copies of correspondence with the U.S. Fish & Wildlife Service, Kansas Department of Wildlife & Parks, and State Historic Preservation Office.

### **Task 6.4 Floodplain Development Permit**

GBA will submit to the County the Floodplain Development Permit for the work designed in this project.

## **Task 7. Limited Bid and Construction Phase Services**

### **Task 7.1 Consult with City on Schedule and Contract, Bonds, Insurance**

Consult with the City on schedule, contract, bonds, and insurance requirements to be placed in front end documents.

### **Task 7.2 Compile Bid Item Descriptions/Bid Form**

Compile the bid item descriptions and bid form to be placed in the front end documents.

### **Task 7.3 Compile and Distribute Bidding Documents**

Assist the City as needed by providing electronic copies of Bid documents to City for City's use in electronic bidding process on Drexel.

### **Task 7.4 Attend Pre-Bid Meeting**

The ENGINEER will attend a pre-bid meeting prior to issuing a Notice to Proceed on the Project.

### **Task 7.5 Provide Bid Addenda (2)**

The ENGINEER will Assist with developing a maximum of two (2) addendums. All questions will go through the OWNER and are distributed through Drexel.

### **Task 7.6 Review Bids/Compile Bid Tab**

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

### **Task 7.7 Attend Pre-Construction Meeting and Address Contractor Questions**

The Consultant shall attend a pre-construction conference prior to issuing a Notice to Proceed on the Project. The Consultant shall invite all parties involved with the Project, including city, utility, and Contractor's representatives.

**Task 7.8 Shop Drawing Submittal Reviews**

Assist the City of Prairie Village in review of structural shop drawings and other specialized submittals which the contractor submits, to show conformance to the contract documents. Maintain a submittal log to document the processing of submittals.

**Task 7.9 Design Clarifications during Construction**

Assist with questions from the contractor during construction. All questions will go through the City.

**Task 7.10 Prepare Record Drawings**

Utilize the as-constructed information provided by the contractor and the RPR to update the drawings. Provide the City of Prairie Village with digital PDFs of record drawings.





## HUMAN RESOURCES

Council Meeting Date: October 16, 2023

**COU2023-62 Consider adoption of Resolution 2023-04, establishing 2024 employee compensation ranges**

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### RECOMMENDATION

Staff is recommending the City Council make a motion to adopt Resolution 2023-04, establishing the 2024 compensation ranges, including a 1.5% increase, as recommended by city staff.

### BACKGROUND

The City annually adopts a resolution adjusting salary ranges for all positions within the City. Each year, the City contacts a compensation and benefits consultant to provide market data both nationally and in the Kansas/Missouri region. When developing the 2024 budget, administration utilized a 1.5% range adjustment to maintain the City's competitiveness with the labor market, protect our ability to compete for talented employees, and maintain ranges adequately to minimize increases/adjustments to the compensation study that was completed in 2022.

### 2024 SALARY RANGE PROJECTION

The 2022-2023 compensation consultant, McGrath Consulting, was contacted to obtain the outlook of the external markets. It was stated that many organizations and entities in the KC Metro are continually conducting salary surveys and our initial 1.5% range adjustment may be a little low. McGrath advised to continue to spot check the markets into mid-year 2024.

With the recent salary scale adjustments in late 2022, and again first of the year 2023; staff recommends continuing with the budgeted range adjustment of 1.5% for 2024.

### ATTACHMENTS

Resolution 2023-04

Prepared by:  
Cindy K Volanti  
Human Resources Manager  
Date: October 12, 2023

**RESOLUTION NO. 2023-04**

**WHEREAS**, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

**WHEREAS**, the City completed a compensation study in 2022 and committed to completing a study every three to five years to ensure the City continues to provide adequate compensation and benefits for all employees; and

**WHEREAS**, it is the desire of the Governing Body that these salary ranges be reviewed and adjusted annually, as needed, to ensure appropriate funds are budgeted and the salary ranges remain competitive;

**NOW, THEREFORE**, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2024:

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2024 shall be within and determined by the following ranges:

	<b>2024</b>	<b>2024</b>
<b>ADMINISTRATIVE SUPPORT</b>	<b>Minimum</b>	<b>Maximum</b>
Customer Service Representative	38,572	52,072
Accounting Specialist	44,990	60,736
Administrative Support Specialist I	44,990	60,736
Code Support Specialist I	44,990	60,736
Court Clerk I	44,990	60,736
Administrative Support Specialist II	48,589	65,595
Code Enforcement Officer	48,589	65,595
Code Support Specialist II	48,589	65,595
Court Clerk II	48,589	65,595
Deputy Court Clerk	52,476	70,842
Building Inspector	52,476	70,842
Information Systems Specialist	63,496	85,720
Accountant	71,116	96,006
Public Information Officer	71,116	96,006
Sr Building Inspector	78,227	105,607
City Clerk	100,334	135,452
Court Administrator	100,334	135,452
IT Systems Administrator	100,334	135,452
Building Official	108,361	146,288
Human Resources Manager	135,928	183,503
Information Technology Manager	135,928	183,503
Finance Director	142,725	192,678
Assistant City Administrator	149,861	202,312
Deputy City Administrator	157,354	212,428
City Administrator	193,545	261,286

<b>PUBLIC WORKS</b>	<b>Minimum</b>	<b>Maximum</b>
Maintenance Worker I	41,657	56,237
Maintenance Worker II	48,589	65,595
Mechanic I	48,589	65,595
Maintenance Worker III	52,476	70,842
Mechanic II	52,476	70,842
Construction Right of Way Inspector	57,724	77,927
Crew Leader	57,724	77,927
Urban Forestry Specialist	57,724	77,927
Project Inspector	63,496	85,720
Assistant to PW Director	63,496	85,720
Assistant Field Superintendent	71,116	96,006
Project Manager	91,213	123,138
Field Superintendent	100,334	135,452
Senior Project Manager	108,361	146,288
City Engineer	121,365	163,842
Public Works Director	157,354	212,428
<b>PUBLIC SAFETY</b>		
Police Records Specialist	44,990	60,736
Community Support Officer	44,990	60,736
Evidence & Property Specialist	48,589	65,595
Dispatcher I	48,589	65,595
Police Administrative Specialist	52,476	70,842
Police Officer	57,724	77,927
Dispatcher II	57,724	77,927
Master Police Officer	63,496	85,720
Police Corporal	71,116	96,006
Dispatch Supervisor	78,227	105,607
Police Sergeant	86,050	116,168
Police Captain	108,361	146,288
Deputy Police Chief	142,725	192,678
Police Chief	157,354	212,428
<b>SEASONAL/PART-TIME</b>		
Special Event Coordinator	27,752	37,465
PD Crime Analyst	30,527	41,211
Concession Stand Worker	13.00	17.75
Bailiff	14.94	20.17
Lifeguard	15.00	20.25
Assistant Coaches	15.00	20.25
Head Swim/Dive Coaches	3,000	6,500
Assistant Pool Manager	17.75	24.00
Aquatics Supervisor	36,441	49,196

Employee/Consultant

A person may be compensated in a category defined as “independent contractor consultant”. The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials

Part-time appointed officials shall be compensated as follows in 2024:

	<u>Minimum</u>	<u>Maximum</u>
Treasurer (monthly)	600	700

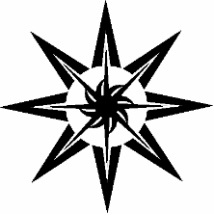
**Adopted this 16<sup>th</sup> Day of October 2023.**

\_\_\_\_\_  
Eric Mikkelson, Mayor

ATTEST:

\_\_\_\_\_  
Adam Geffert, City Clerk





**COU2023-63: Consider adoption of a Municipal Operations Climate Action Plan**

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**RECOMMENDATION**

Move to adopt the Municipal Operations Climate Action Plan as presented by KERAMIDA.

**BACKGROUND**

During the 2023 budget process, the City Council affirmed their desire to commit to environmental sustainability by committing \$50,000 to implement a Sustainability Program to meet the clear and present challenges of the climate crisis. Following an RFP process, KERAMIDA was selected based on a strong understanding of Prairie Village's needs, professional background and resources, breadth of consulting services able to be provided, and fees.

KERAMIDA completed a municipal greenhouse gas inventory for the years 2018-2022 and outlined emission reduction pathways with strategies to meet the 2030 reduction targets, with the ultimate goal of net zero by 2050.

**ATTACHMENTS**

Draft Municipal Climate Action Plan

**PREPARED BY**

Meghan Buum  
Assistant City Administrator  
October 12, 2023

# Prairie Village Kansas Municipal Climate Action Plan

Final Draft  
10/12/23



PRAIRIE VILLAGE, KANSAS

## Table of Contents

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## Abbreviations

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AFOLU	Agriculture, Forestry, and Other Land Use
CAP	Climate Action Plan
GHG	Greenhouse Gases
GPC	Global Protocol for Community-Scale Greenhouse Gas Inventories
IPPU	Industrial Processes and Product Use
LEED	Leadership in Energy and Environmental Design
MCAP	Municipal Climate Action Plan
MSW	Municipal Solid Waste
PCI	Performance Cost Index
PCI <sub>t</sub>	Performance Cost Index Target
RECs	Renewable Energy Certificates



# Introduction

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Prairie Village, Kansas, located in the Kansas City Metro, stands as a beacon of proactive environmental stewardship, acknowledging that local initiatives can have global impacts as the world grapples with the increasingly tangible consequences of climate change. The Municipal Operations Climate Action Plan serves as evidence of this belief, underscoring our firm commitment to fostering a sustainable future for our community and beyond.

Prairie Village has a long-standing history of climate action, which has been fostered by generations of environmentally-conscious individuals and visionary leaders. Throughout the years, the community has remained at the forefront of sustainable practices, ranging from community-wide recycling initiatives to the development of LEED Platinum municipal buildings. This plan is designed to build upon this strong foundation and drive us forward toward a future where sustainability is not just an idealistic goal but a way of life that is embraced by all.

Central to our strategy is the comprehensive greenhouse gas (GHG) inventory spanning 2018 to 2022. This inventory provides a detailed analysis of Prairie Village's municipal carbon footprint, offering insights into the primary sources of emissions and highlighting areas for potential improvement. By understanding where our emissions come from, we can effectively tailor our strategies to target the most significant contributors.

The data presented in this plan is more than just numbers—it's a call to action. It underscores the urgency of our challenges and serves as a reminder that while our past efforts have been commendable, there's still much work to be done. With the increasing frequency of extreme weather events, rising sea levels, and ecosystem disruptions, the stakes have never been higher.

As you delve deeper into this document, you'll find a roadmap to guide Prairie Village toward a greener, more resilient future. This plan outlines actionable steps, sets tangible goals, and defines metrics to measure our progress. But beyond the technicalities and data, it reflects our community's spirit, ambition, and unwavering resolve to lead the way in the fight against climate change.

With the collective effort of our community, we embark on a momentous journey toward a sustainable tomorrow, ensuring that Prairie Village serves as a sanctuary for future generations



# Foundation

Prairie Village has a strong history of climate action, which serves as a foundation for the MCAP. In addition to past efforts, Prairie Village completed a GHG Inventory for 2018-2022.

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## Process

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The Prairie Village City Council passed a motion to commit to the Cities Race to Zero Climate Initiative on October 4, 2021. By passing the motion, the City Council committed to:

1. Reaching net-zero by 2050 or sooner
2. Developing a climate action plan with an interim target in the next decade
3. Reporting process annually

The commitment made by the City officials started the process of creating the Municipal Operations Climate Action Plan (MCAP). Prairie Village has a long-standing history of being environmentally conscious, and this plan will build on that foundation. Some examples of the City's commitment to sustainability include the following initiatives:

- Prairie Village's comprehensive plan, the Village Vision 2.0, includes sustainability as a priority.
- The City collaborates with Evergy to buy 200 kW of clean wind energy every year.
- Prairie Village offers a Residential Sustainability Grant that provides funding opportunities to residents to improve the energy efficiency of their homes.
- The City Council has an environmental committee dedicated to addressing environmental issues
- The Public Works Department constructed a LEED Platinum building in 2021.

The creation of the Municipal Operations Climate Action Plan is the next step in Prairie Village's climate action journey. Prairie Village enlisted the services of the consulting firm KERAMIDA to develop the plan. The process began with KERAMIDA working alongside City officials to comprehensively document all past climate-related actions. KERAMIDA conducted a benchmarking analysis of six communities<sup>1</sup> that had developed sustainability or climate action plans. This analysis focused on key criteria, including demographics, goals and targets, mitigation initiatives and solutions, and material topics. KERAMIDA provided a high-level summary of the three most significant climate-related risks that are expected to impact Prairie Village.

KERAMIDA completed the background research and then moved on to conducting a Greenhouse Gas Inventory. You can find more information about the GHG Inventory on page 6. At the same time, KERAMIDA collaborated with City staff to develop greenhouse gas emission mitigation strategies. In May 2023, KERAMIDA visited Prairie Village and conducted several meetings with staff from various departments. The meetings aimed to gather insights and information for developing the City's MCAP. The meetings also aimed to understand the roles and contributions of each department in reducing greenhouse gas emissions, explore financing options for energy efficiency projects, assess the feasibility of incorporating electric vehicles into the municipal fleet, discuss building energy codes and benchmarking, and explore opportunities for renewable energy installations.

Numerous mitigation strategies were explored, and the following plan outlines the specific strategies that Prairies Village can implement to align municipal operations with its commitment to the Cities Race to Zero campaign.

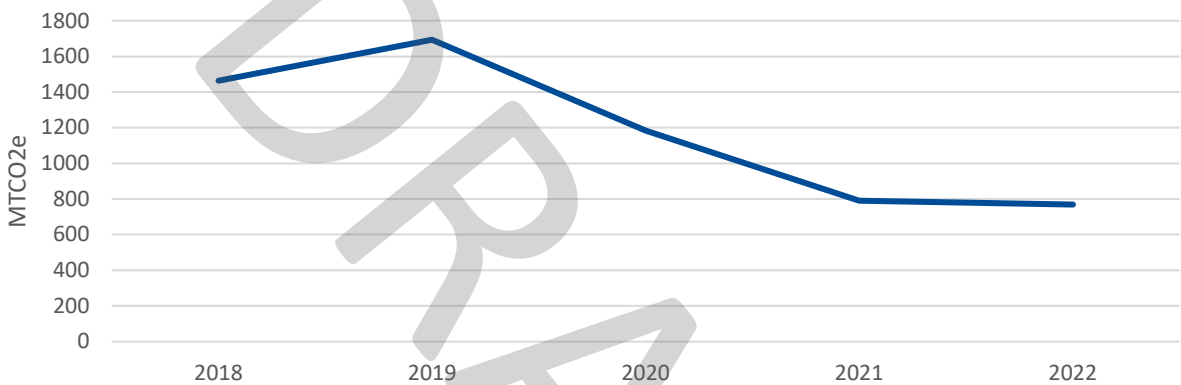
1 – the six communities that were analyzed were Highland Park, IL; Maplewood, MN; Lafayette, CO; Carmel, IN; St. Louis Park, MN; and Goshen, IN.



# Greenhouse Gas Inventory

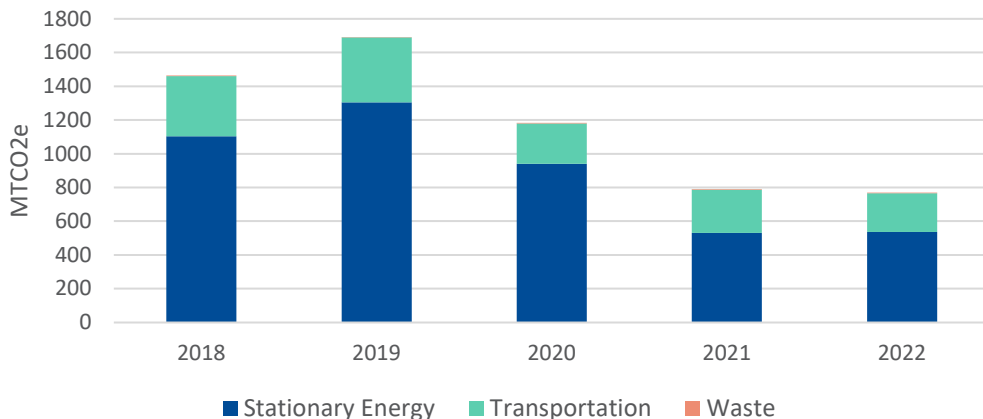
Greenhouse gases (GHG) are a collection of gases that trap heat near the Earth's surface, causing the greenhouse effect. The release of GHG into the atmosphere through human activities such as burning coal or gasoline exacerbates the greenhouse effect, thereby contributing to climate change. A GHG Inventory is a record of GHG released and absorbed by human activities within a designated area. GHG Inventories are a crucial component of a MCAP. The GHG Inventory for this MCAP will focus on Prairie Village's municipal operations. The graph below, Figure 1, shows the total GHG emissions from municipal operations between 2018 and 2022.

Figure 1: Total GHG Emissions



The Prairie Village GHG Inventory follows the guidelines set by the Global Protocol for Community-Scale Greenhouse Gas Inventories (GPC). The GPC identifies six different sectors for community GHG emissions: Stationary Energy, Transportation, Waste, Industrial Processes and Product Use (IPPU), Agriculture, Forestry, and Other Land Use (AFOLU), and Other Scope 3 Emissions. Prairie Village's municipal activities generate emissions in three of these sectors: Stationary Energy, Transportation, and Waste. Figure 2 illustrates the breakdown of emissions by sector since 2018.

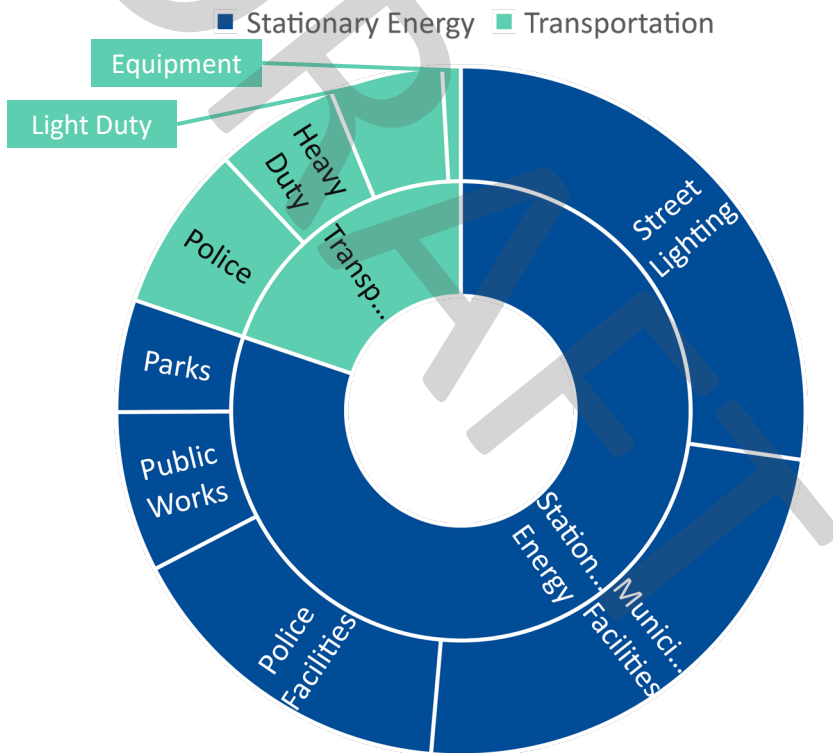
Figure 2: GHG Emissions by Sector



# Greenhouse Gas Inventory

The sectors in this MCAP are divided into sub-sectors based on the activities that result in GHG emissions. These sub-sectors are organized according to GHG reduction pathways and are specific to this MCAP. For Stationary Energy, the sub-sectors are Street Lighting, Municipal Facilities, Police Facilities, Public Works, Parks, and Offsets. For Transportation, the sub-sectors are Police Vehicles, Heavy-Duty Vehicles, Light-Duty Vehicles, and Equipment. For Waste, the sub-sectors are Wastewater, Recycling, and Municipal Solid Waste (MSW). In 2022, the emissions breakdown for the Stationary Energy and Transportation sub-sectors can be seen in Figure 3.

Figure 3: 2022 Stationary Energy and Transportation Sub-Sector GHG Emissions\*



The emissions from the Waste Sub-Sector are not shown as they make up a very small portion. In fact, the overall emissions from the Waste Sector are less than 1% of the total. The Offset Sub-Sector is not included because offsets reduce emissions. You can find further details about offsets in the introduction of each Sector Reduction Pathway.





# Greenhouse Gas Emission Reduction Pathways

The MCAP outlines two Emission Reduction Pathways, one for each Stationary Energy and one for Transportation. The Waste Sub-Sector was excluded due to it being non-material. Each pathway contains strategies to meet the 2030 GHG Reduction Target.

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# Greenhouse Gas Reduction Target

The Prairie Village City Council has made a commitment to the Cities Race to Zero climate initiative by adopting two goals for reducing GHG emissions. These goals include a 2030 target that reflects a fair share of a 50% global reduction in GHG emissions, as well as a goal of achieving net zero GHG emissions by no later than 2050.

## Prairie Village 2030 GHG Reduction Target

**87% from 2018 baseline**

The Human Development Index is used to calculate Prairie Villages' 2030 target to ensure it reflects a fair share of a 50% global reduction in GHG emissions.

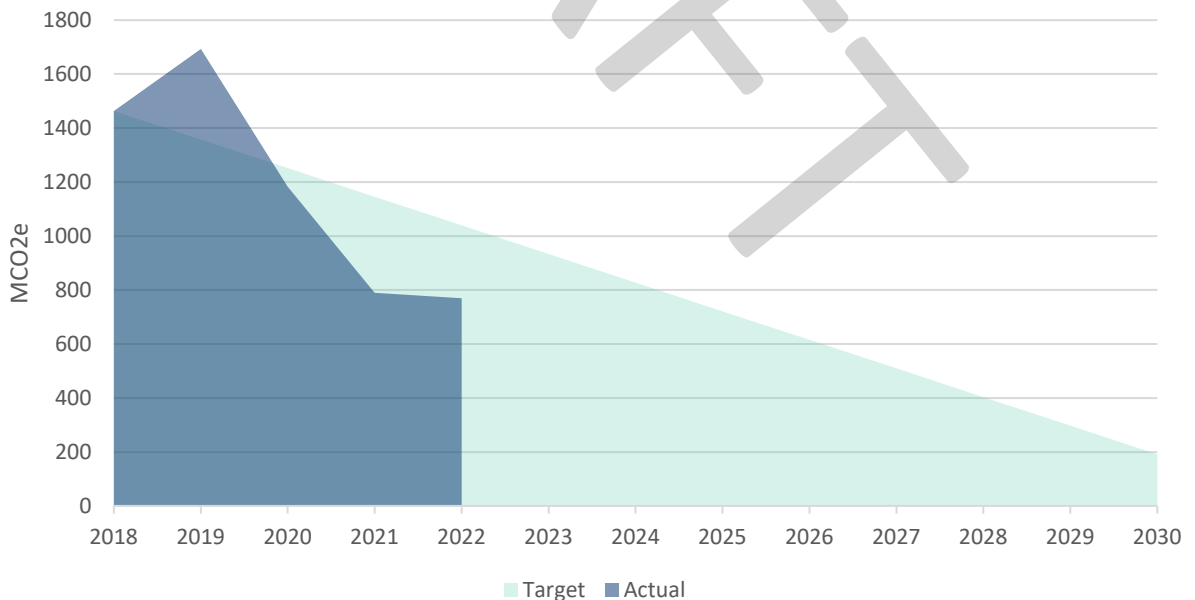
## Prairie Village 2050 GHG Reduction Target

**Net Zero**

A Net Zero Target requires Prairie Village to achieve a balance of zero GHG emissions between emissions produced and emissions sequestered.

From 2018, Prairie Village has successfully decreased its municipal GHG emissions by 47%. Amongst all the sectors, Stationary Energy has shown the most significant reduction of 51%, followed by Transportation with a 35% reduction, while Waste has remained stagnant at 0%. To achieve the 2030 goal, Prairie Village needs to reduce absolute emissions by an average of 72.3 MTCO<sub>2</sub>e annually. This amount is comparable to the energy consumption of nine homes. Figure 5 illustrates the real GHG emission reductions and their alignment with the target trajectory.

Figure 5: Reduction Trajectory



## Stationary Energy Reduction Pathway

Stationary Energy sources are typically a municipality's largest source of GHG emissions. The emissions are generally derived from the combustion of fossil fuels to make electricity and the combustion of fuels to heat buildings and power vehicles. Within Stationary Energy, there are six Sub-Sectors: Street Lighting, Municipal Facilities, Police Facilities, Public Works, Parks, and Offsets.

Sub-Sectors	2022 GHG Emissions	% Of Total SE Emissions
<b>Street Lighting</b> Electricity used to power the streetlights in Prairie Village	318	34%
<b>Municipal Facilities</b> Electricity used and fuel burned to power and heat municipal buildings, including the pool and City Hall	281	30%
<b>Police Facilities</b> Electricity used and fuel burned to power and heat the Public Safety Center	187	20%
<b>Public Works</b> Electricity used and fuel burned to power and heat Public Works Buildings	88	9%
<b>Parks</b> Electricity used and fuel burned to power park facilities and heat some park restrooms	62	7%
<b>Offsets</b> Renewable Energy Credits and Carbon Offsets	-403	-



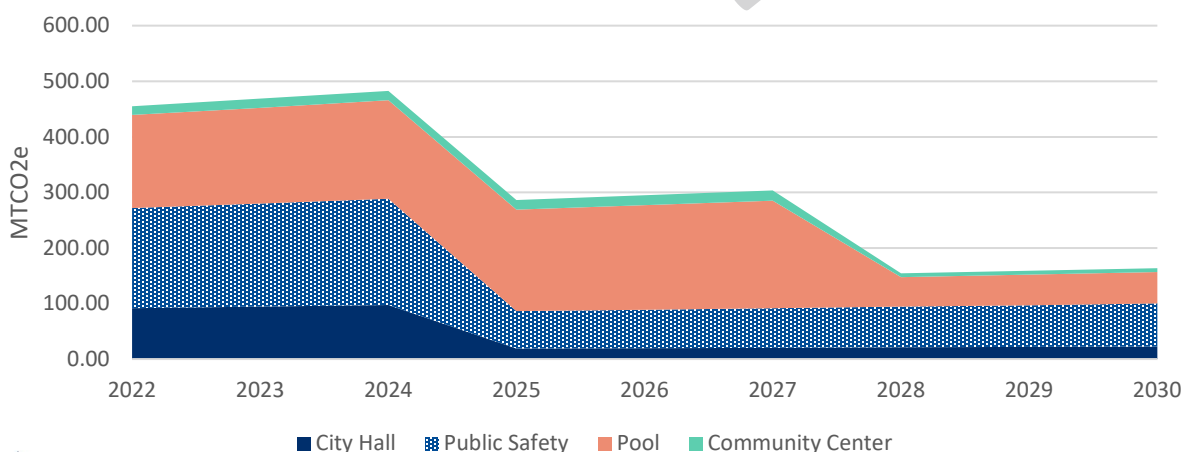
## LEED Platinum Buildings

To reduce greenhouse gas emissions in new constructions and major renovations, it is recommended to maximize Table 2 of LEED v4.1 BD+C Energy and Atmosphere Credit: *Optimize Energy Performance*. This can result in up to 80% less GHG emissions for new constructions and 65% less GHG emissions for major renovations based on the Performance Cost Index (PCI) compared to the Performance Cost Index Target (PCIt). The City Council is considering a new City Hall facility with potential construction in 2026. Renovations would be scheduled for the Police Department at the same time. Another potential project on the horizon, slated for 2028, is a new community center, which could entail upgrades to the current community pool.

Prairie Village is dedicated to constructing new buildings that meet the LEED Platinum standards. By maximizing the LEED v4.1 BD+C Energy and Atmosphere Credit: Optimize Energy Performance, Prairie Village will earn up to 18 points towards achieving LEED Platinum certification. Additionally, this strategy will result in significant reductions in greenhouse gas emissions for each building, as depicted in the chart below and in Figure 6.

Project GHG Reductions from each building type				
	City Hall	Public Safety	Pool	Community Center
2022	92	180	167	16
2023	95	186	172	16
2024	97	191	177	17
2025	19	67	183	17
2026	20	69	188	18
2027	21	71	194	18
2028	21	73	53	6
2029	22	75	55	7
2030	23	78	57	7

Figure 6: LEED Platinum Building GHG Reductions

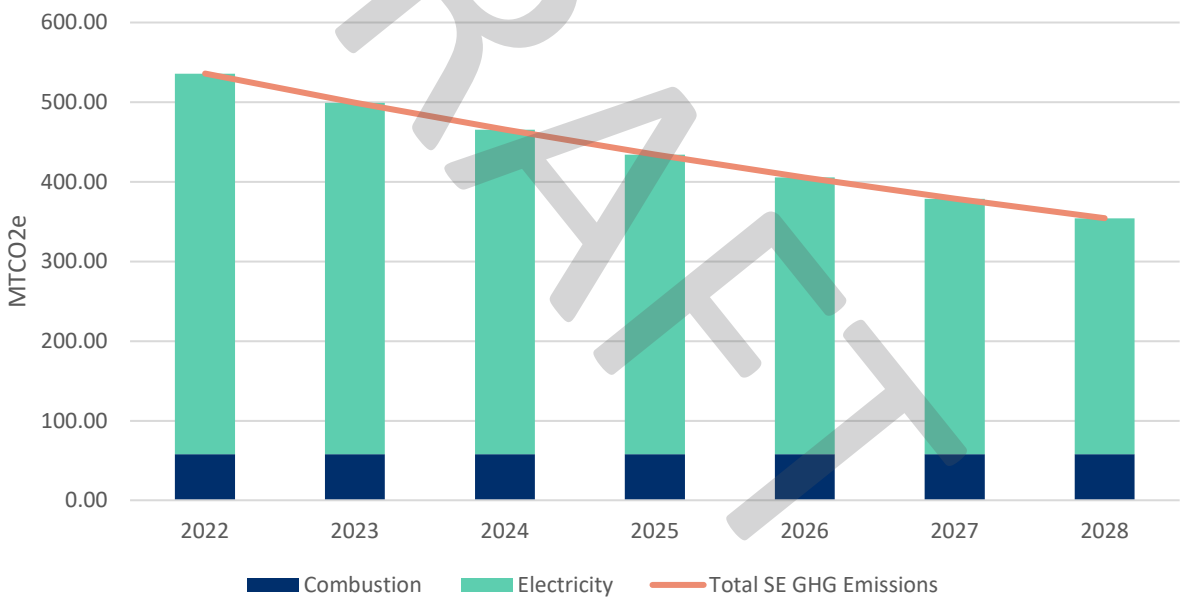


# Grid Decarbonization

Evergy has set a goal to decrease greenhouse gas emissions from grid electricity by 70% from a 2005 baseline by the year 2030. This will have a significant impact on Prairie Villages MCAP, as 60% of Stationary Energy emissions come from electricity generation. According to Evergy's 2021 Integrated Resource Plan, achieving a 70% grid decarbonization will involve retiring 1,200 MWs of fossil fuel-derived electricity and adding 3,200 MWs of renewable generation to the grid. Evergy aims to achieve Net-Zero energy production by the year 2045.

The decarbonization plan being implemented by Evergy is poised to bring about positive change to Prairie Village without necessitating any major operational shifts. By 2022, Evergy had already managed to reduce carbon emissions from its generation fleet by 44%. To realize the 70% reduction target set for the year 2030, Evergy will need to reduce grid emissions by a further 46% from a 2022 baseline. These efforts by Evergy will translate to a 33% decrease in Stationary Energy GHG emissions for Prairie Village.

Figure 7: Evergy Decarbonization Impact on SE Emissions



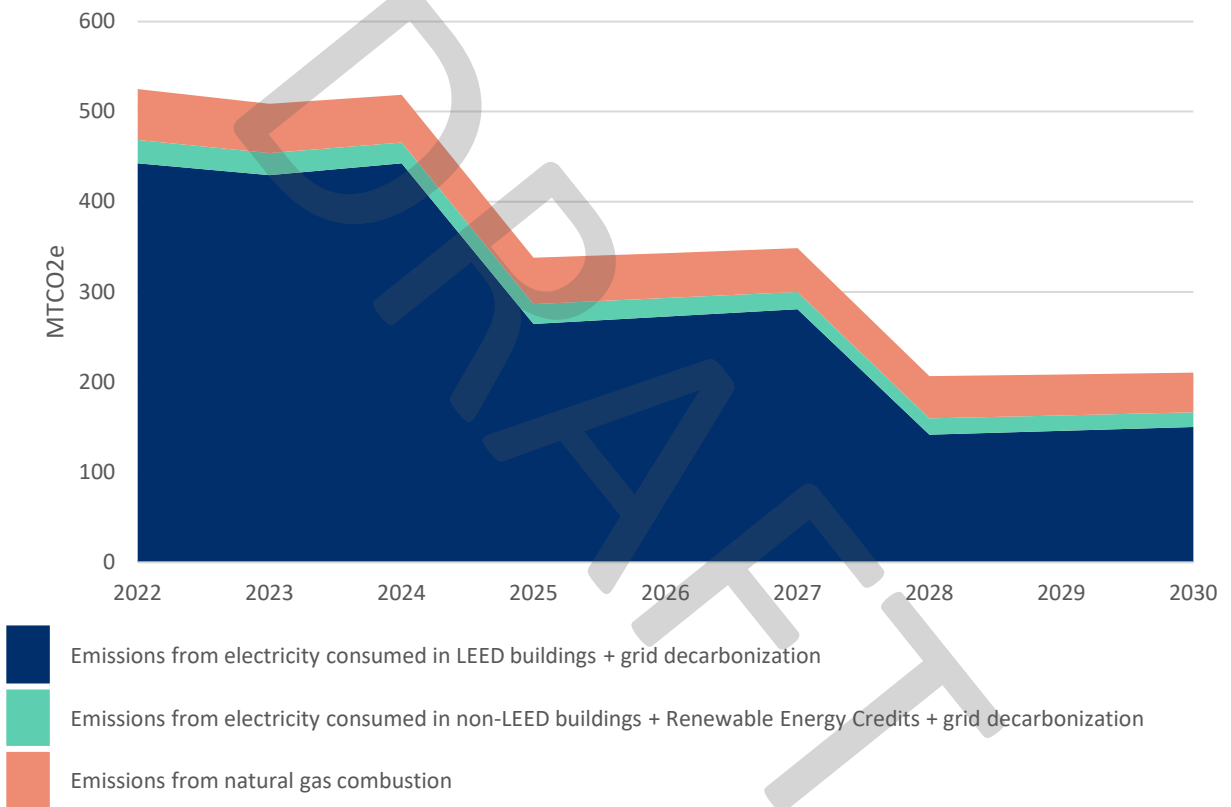
To support Evergy's decarbonization initiatives, Prairie Village may want to explore opportunities to electrify its buildings whenever feasible. This entails transitioning from combustion-powered equipment or appliances to electricity-powered alternatives, such as an electric water heater instead of a gas-powered one. While not required to achieve the 2030 objective, initiating the electrification process now can result in significant cost savings over the long term. Since specialized renewable fuels or carbon offsets will be required for natural gas or gasoline-powered appliances to reach Net-Zero by 2050, electrification is poised to become a more cost-effective option in the future.



# Carbon Credits

Maximizing Table 2 of LEED v4.1 BD+C Energy and Atmosphere Credit: *Optimize Energy Performance* combined with Evergy’s decarbonization plan will result in a 61% decrease in Stationary Energy Sector GHG emissions since 2022 and an 81% decrease since 2018. Figure 8 illustrates the combined mitigation strategies.

Figure 8: Combined Mitigation Reduction Trajectory



To achieve an 87% reduction in collective emissions by 2030, Prairie Village will need to purchase more RECs and consider carbon offsets for Transportation Emissions, which are expected to reach 153 MTCO2e. Waste Emissions are projected to remain at 3 MTCO2e in 2030. Stationary Energy emissions, including current RECs from Evergy, are projected to be at 210 MTCO2e in 2030. Consequently, the total Prairie Village emissions in 2030 are predicted to be 366 MTCO2e, exceeding the goal of 191 MTCO2e by 175 MTCO2e. If the projections hold true, Prairie Village will need to purchase 175 additional RECs to reduce Stationary Energy emissions to a level to attain the 87% overall reduction goal.



## Transportation Reduction Pathway

Transportation sources are typically a municipality’s second largest source of GHG emissions. The emissions are generally derived from the combustion of fuel to power vehicles. Within Transportation are four Sub-Sectors: Police Vehicles, Heavy-Duty Vehicles, Light-Duty Vehicles, and Equipment.

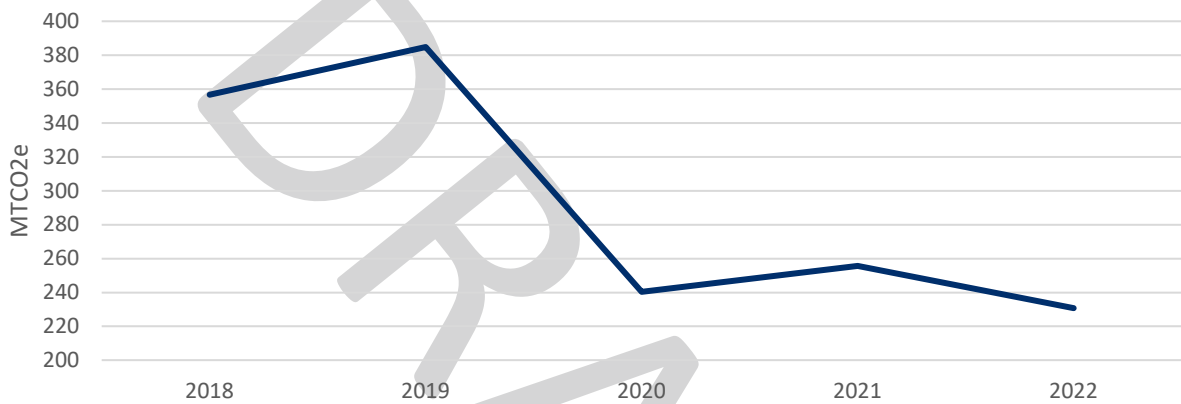
Sub-Sectors	2022 GHG Emissions	% Of Total Transportation Emissions
<p><b>Police Vehicles</b> Fuel burned to power police vehicles</p>	91	40%
<p><b>Heavy-Duty Vehicles</b> Fuel burned to power heavy-duty vehicles. Heavy-duty vehicles include ¾ ton and larger pickup trucks, dump trucks, large tractors, and street cleaners</p>	68	29%
<p><b>Light-Duty Vehicles</b> Fuel burned to power light-duty vehicles. Light-duty vehicles include all Public Works vehicles not included in Heavy-Duty</p>	62	27%
<p><b>Equipment</b> Fuel burned to power Public Works equipment. Equipment includes lawn care machines, mobile generators, and other maintenance equipment</p>	10	4%



## Active Mitigation Strategies

Transportation emissions directly arise from the use of internal combustion engines in vehicles. The Prairie Village Police Department and Public Works Department have incorporated several strategies over the years to reduce the amount of fuel used by Municipal Vehicles, reducing the amount of GHG emissions from the Transportation sector. Figure 9 illustrates the reduction in emissions from the active mitigation strategies implemented by the Police Department and Public Works Department. A list of strategies is below Figure 9.

Figure 9: Transportation Emission Reductions



### Active Transportation Mitigation Values

The Police Department has implemented field-based reporting, which allows officers to submit reports and updates directly from the field. This system reduces the need for officers to frequently return to the Public Safety Center, improving efficiency, saving resources, and reducing emissions.

The Police Department and Public Works Department have optimized vehicle usage by assigning appropriate vehicles for specific jobs. For instance, the Public Works Department uses light-duty vehicles for tasks that don't require heavy-duty vehicles, thereby reducing the use of less efficient vehicles.

The Police Department and Public Works Department have a regular vehicle update cycle in place to ensure that the most efficient models are being used for their intended purposes. For instance, the Police Department has replaced a significant portion of its vehicle fleet with hybrid vehicles. Both departments are consistently exploring the most efficient option reasonably available.

The Police and Public Works Departments maintain regular vehicle maintenance, optimizing fuel efficiency and extending vehicle lives.

The Police and Public Works Departments require all staff to practice fuel-efficient driving techniques. The Police Department trains its officers in the Smith System, which includes efficient driving practices.

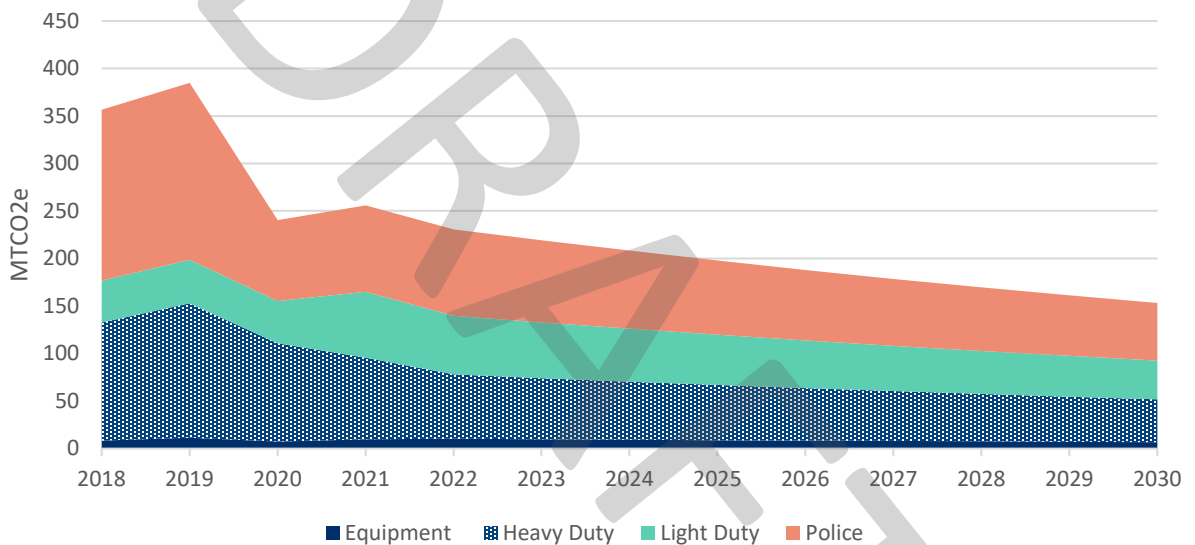




# Carbon Credits

Maximizing fuel efficiency and reducing vehicle miles traveled will only result in a slight reduction of GHG emissions because the Department of Public Works and Police Department already implemented strategies to accomplish both. For the projection of GHG emissions, the MCAP assumes that the continued implementation of active reduction strategies will decrease emissions by 5% a year. This is 2% less than the trend from 2018 to 2022. The 2% reduction is attributed to Prairie Village already aggressively implementing hybrid and electric vehicles where possible. Figure 10 illustrates the projected trend of Transportation emissions using a 5% annual decrease.

Figure 10: Project Transportation Emission Reductions



To achieve an 87% decrease in collective emissions by 2030, Prairie Village will need to take certain steps. One of these steps is to buy more Renewable Energy Certificates (RECs) and consider carbon offsets for Transportation Emissions, which are expected to reach 153 MTCO<sub>2e</sub>. Waste Emissions are projected to remain at 3 MTCO<sub>2e</sub> in 2030, while Stationary Energy emissions, which currently include RECs from Evergy, are projected to be at 210 MTCO<sub>2e</sub>. As a result, the total Prairie Village emissions in 2030 are estimated to be 366 MTCO<sub>2e</sub>, which is 175 MTCO<sub>2e</sub> higher than the goal of 191 MTCO<sub>2e</sub>. Therefore, it is recommended that Prairie Village prioritize purchasing RECs over carbon offsets (to reduce Transportation emissions) because there are more opportunities to purchase RECs at cheaper prices than offsets. However, if the projections turn out to be inaccurate, then the purchase of carbon offsets will be necessary to bridge the gap.



### 3.1.1 Climate Scenario Summary

The Climate Scenario Summary (CSS) provides a high-level summary of the three most significant climate-related risks likely to impact Prairie Village (PV). The document is organized by climate risk – each risk includes an analysis that models how climate-related impacts may come to fruition under the three different Representative Concentration Pathways (RCP) emission scenarios. All citations can be found in the endnotes.

#### Methodology

The KERAMIDA Project Team (“KEI Team”) reviewed the MARC Regional Vulnerability Assessment, JACOHD Climate Change Report<sup>ii</sup>, and the KC Regional Climate Action Plan to identify the top three climate-related risks associated with PV. These risks were then verified using national climate risk data. RCP scenarios 2.6, 4.5, and 8.5 were selected to conceptualize Prairie Village’s risks under potential future climatic scenarios. They represent low, medium, and high emission scenarios and were selected because of the high data availability. Each risk was then analyzed using regional sources with additional supplemental technical research where needed. Both the physical impact of climate change and the impact on sectors, assets, and services have been described under each scenario for each risk.

#### Identified Risks

PV is most vulnerable to the following three climate-related risks:

**An increase in average annual temperature** – Temperature changes in the Johnson County area have been relatively modest in recent years; temperature is projected to increase significantly throughout all seasons, continuing into 2100.

**An increase in the number of consecutive days without precipitation** - Drought occurs during a period of abnormally dry weather that persists long enough to produce a severe hydraulic imbalance, such as crop damage or water supply shortage. The Kansas City Metropolitan area has experienced drought as a climatic feature in recent years which will continue to intensify over the coming century.

**An increase in the number of days with high precipitation** - Recent rises in annual precipitation for the Johnson County area have been significant, with substantial rainfall concentrated in extreme events for the spring and fall seasons. This is projected to increase significantly over the next century.

#### Scenarios

The Taskforce for Climate Related Financial Disclosures (TCFD) recommends that organizations evaluate their current strategies against a set of publicly available scenarios, including a 2°C or lower scenario. The Intergovernmental Panel on Climate Change (IPCC) developed RCPs to make projections on the following factors: Population size, economic activity, lifestyle, energy use, land use patterns, technology, and climate policy. The RCPs selected for this CSS are:

- **RCP 2.6** – Pathway unlikely to exceed 2°C. The increase of average surface temperature across the globe by the end of the 21st century (2100) is expected to be 0.3-1.7°C.
- **RCP 4.5** – Intermediate scenario. Pathway is likely to exceed 1.5°C, more likely than not to exceed 2°C, unlikely to exceed 3°C. The increase of average surface temperature across the globe by 2100 is expected to be 1.1-3.1°C.

- RCP 8.5** – IPCC’s least stringent scenario without additional efforts to constrain emissions. The pathway is likely to exceed 2°C. The increase of average surface temperature across the globe by 2100 is expected to be 2.6-4.8°C.

## Results

### Risk 1 - Increase in average annual temperature.

Over the next century, temperatures in PV will continue to increase year-round. The KSU Department of Agronomy’s 2016 report on ‘Changes in Kansas Precipitation and Droughts’ shows that temperatures have risen steadily in Kansas, as shown in Figure 2. Heat waves are already affecting the Kansas Metropolitan area, and the impact of the prolonged periods of heat will be more severe. This will disproportionately impact vulnerable populations such as those who are homeless, have medical or physical disabilities, and/or lack access to cooling mechanisms.

<b>Risk Level:</b>	<b>High</b>
<b>Change in intensity:</b>	↑
<b>Change in frequency:</b>	↑
<b>Timescale:</b>	Medium Term (by 2050)

Figure 1 Extreme Heat Risk Assessment of Kanas City Area

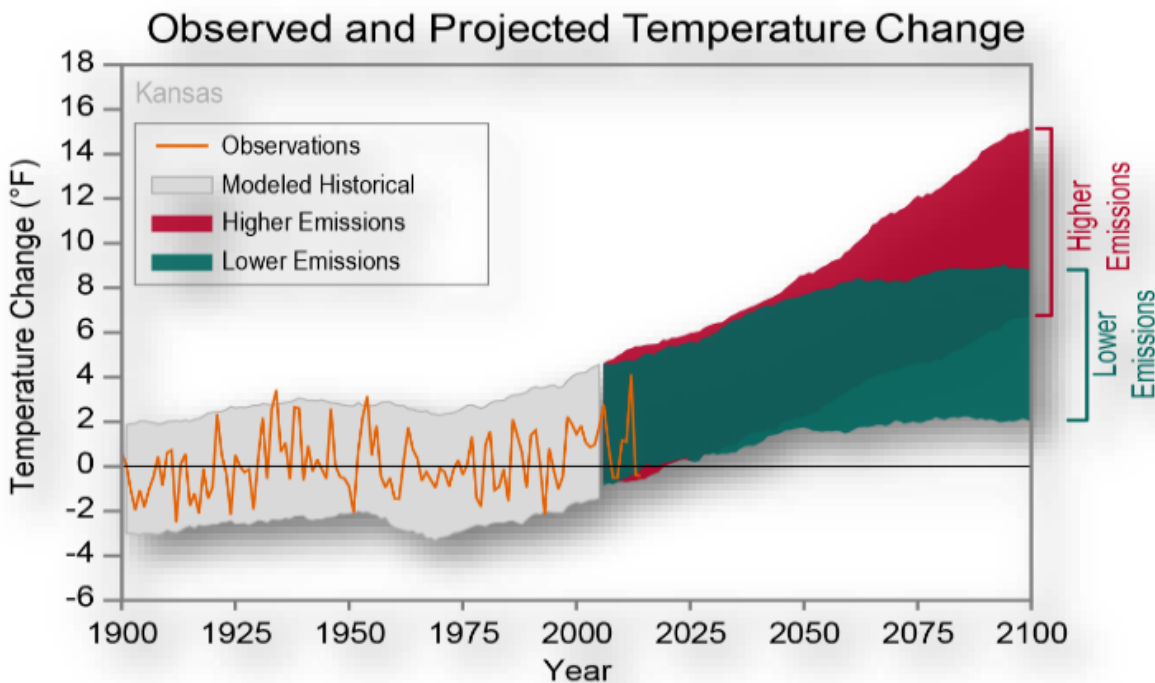


Figure 2 Observed & Projected Changes (1901-1960) in annual near-surface air temperature for Kansas (Kunkel et al., 2016)

### Under RCP 2.6

Based on RCP 2.6 climate model scenarios, the Kansas City area will experience an average annual temperature increase of 2.78° F. Heat-related illnesses and potential mortality will increase due to the higher temperatures. An increased demand for AC will result in higher energy bills. This will negatively affect lower-income populations, who are more at risk from changing financial circumstances. Given that the Kansas City area experienced an influx in climate migration when Katrina hit, it can be expected that there will be an increase in population, but it is unknown the exact magnitude of this type of impact.

### Under RCP 4.5-6.0

In a moderate emissions sector, there will be increased stress on the energy system, leading to less stability in the grid. Workforce health and safety will decline due to capacity and stress levels. Residents will have a reduced ability to walk or bike as a form of transportation and may choose to drive due to high temperatures. At the same time, individuals that do not have cars may choose to use public transportation to avoid the heat.

### Under RCP 8.5

Under a high emissions scenario, the number of days annually above 105°F is projected to increase from .7 to 6.3 by 2050 and 21.9 by 2100. The heatwave daytime temperature is expected to increase from 100.3°F to 111.4°F, while the nighttime temperature is projected to increase from 79.8°F to 90.2°F by 2100. The average annual temperature is expected to grow from 56.5°F to 60.3°F by 2050 and to 64.4°F by the end of the century. The number of cooling degree days is projected to double by the end of the century. Urban heat will be exacerbated by these evolving heat conditions, negatively impacting neighborhoods with less tree canopy coverage and heat-absorbing impervious surfaces.<sup>iii</sup>

There is a high magnitude of impact on the food and agriculture sector, as fewer crops will negatively impact

the Johnson County economy, changing crops, soil quality, and livestock loss. Water and sanitation also have a high-risk impact as extreme heat will put additional stress on water supply systems, which has been identified as an existing risk in the City of Prairie Village. Finally, increased crime is projected due to increased temperatures, impacting law and order services.

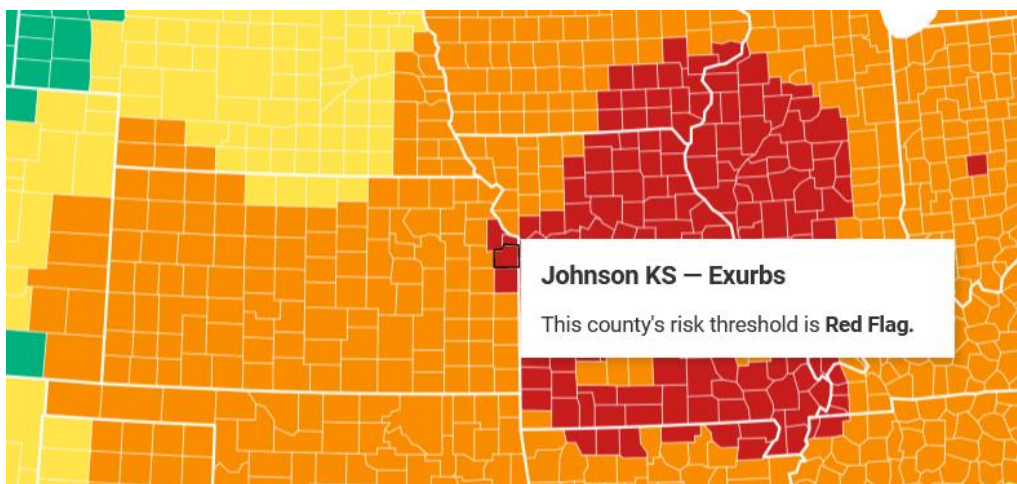


Figure 3 Heat Assessment Map of Kansas

## Risk 2. Increase in the number of consecutive days without precipitation.

The Kansas City Metro area has experienced drought as a reoccurring climatic feature of the region. Johnson County experienced a D3 drought nearing the end of 2022 and a D4 drought in 2018. While droughts are inherently challenging to quantify, the drought in 2018 had documented impacts, including decreased pasture quality and ability to support grazing livestock, crop damage and loss, and economic loss. It can be expected that local governments, households, and businesses spent more on water during the drought to maintain landscapes.

Risk Level:	High
Change in intensity:	↑
Change in frequency:	↑
Timescale:	Immediate

Figure 4 Drought Risk Assessment of Kansas City Area

### Under RCP 2.6

Finite water resources have made Kansas vulnerable to droughts and extreme heat waves that occurred in the 1930s, 1950s, and recent years. Projected warming temperatures and increasing evaporation rates may increase the intensity and duration of future droughts. Regional vulnerabilities to drought stem from moderate precipitation amounts and relatively short growing seasons (compared to other parts of Kansas), relatively high evaporation rates, deep soils, poor groundwater, reliance on surface water, and historical occurrences. Drought will continue to impact the Kansas City region, most notably in the agricultural sector and areas with high drought susceptibility. As the Midwest has already experienced, there will be increasing instances of damage to crop quality and yields. The effects of low crop yields will percolate into the local economy. Due to the region's general abundance of potable water via the Kansas and Missouri rivers, short-term droughts are not likely to have direct, lasting impacts on the entire region, but may have meaningful impacts on individual communities.

### Under RCP 4.5-6.0

Determining the probability of a drought is challenging; data from the National Oceanic and Atmospheric Administration storm events database (2000-2019) suggests a weekly probability percentage of 20%<sup>iv</sup>. According to NASA, the current likelihood of a megadrought lasting more than three decades is 12%. If greenhouse gas emissions stop increasing in the mid-21<sup>st</sup> century, under RCP 4.5, there is an 80% likelihood of a megadrought increases to reach more than 60%.<sup>v</sup> These types of conditions will lead to an increase in water treatment costs. Given the interconnectivity of the water department and Evergy, there will be concerns about power stability when the water supply becomes limited. There is also potential for water line damage and repairs due to drought stress. Increased costs will directly impact residents due to higher AC demand and water rates (including irrigation costs for farmers). In terms of biodiversity, there will be a higher chance of fires, biodiversity loss, wildlife encroachment, increased stress on endangered species, and loss of wetlands.

### Under RCP 8.5

If greenhouse gas emissions continue to increase along current trajectories throughout the 21<sup>st</sup> century, under RCP 8.5 there is an 80% likelihood of a decades-long megadrought in the Central Plains between the years 2050 and 2099.<sup>vi</sup> Public health has a high magnitude for impact as drought can lead to air quality concerns due to increasing ozone, smoke, and dust. There may be instances of loss of human life

due to heat stress and increased respiratory ailments. As insect carrier populations change, there may be an increase in human diseases, insect infestation, and plant diseases.

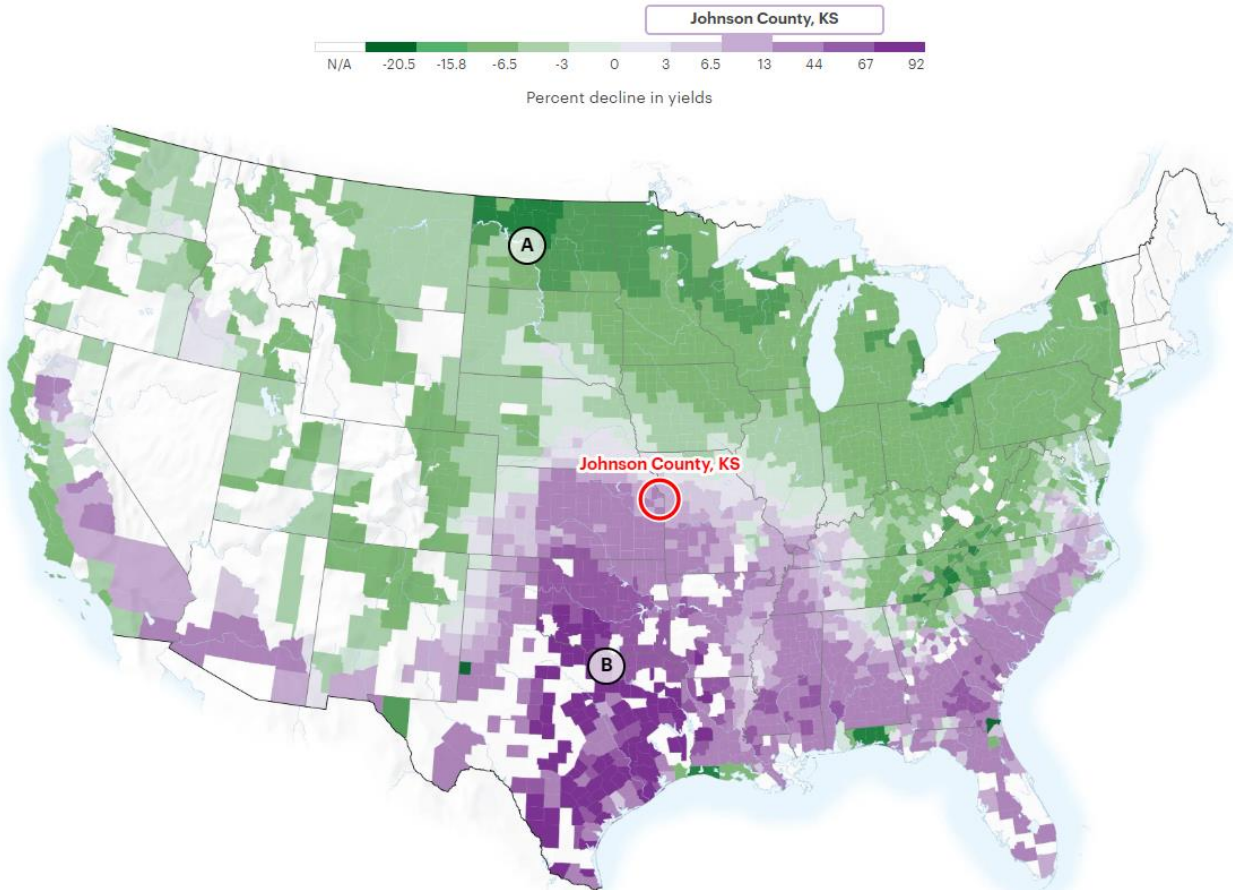


Figure 5 Farm Crop Yield Decline of Johnson County, KS: 2040-2060<sup>vii</sup>

**Risk 3. An increase in the number of days with high precipitation**

Flooding has already adversely affected the Kansas City area. It will continue to do so, putting the region at risk of riverine floods, flash floods, and sheet floods. This will pose risks to residential areas, energy, public health, water sanitation, transport, emergency services, agriculture, and land use.

**Under RCP 2.6**

Based on the RCP 2.6 climate model scenarios, the Kansas City area will experience an average precipitation change of 2.2 inches yearly.<sup>viii</sup> Under a low emissions scenario, Prairie Village has minimal risk of flooding over the next 30 years. There may be risks such as mold in basements, decreased crop yield, and the need for increased planning for stormwater and floodplain management. As PV feels the effects of a changing environment, events of all kinds will affect more properties within the community.

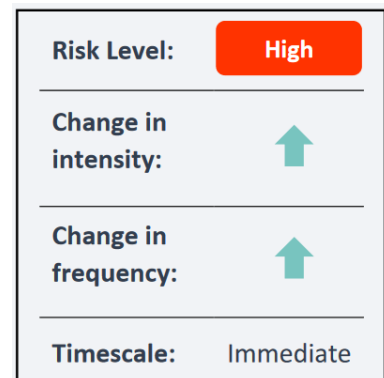


Figure 6 Flood Risk Assessment of Kansas City Area

### Under RCP 4.5-6.0

There are 673 properties in PV that have a greater than a 26% chance of being severely affected by flooding over the next 30 years<sup>ix</sup>. Increasing frequency and severity of flooding under climate change is predicted to increase the number of properties exposed to flooding by 11% and average annual losses by at least 26% by 2050 under RCP 4.5<sup>x</sup>, presenting significant costs to property owners and insurers. In addition to the damage to properties, flooding can cut off access to utilities, emergency services, transportation, and may impact the overall economic well-being of an area. In an RCP 4.5 scenario, Prairie Village has a minor risk of flooding over the next 30 years, which means flooding will likely impact the community's day-to-day life. This is based on the level of risk the properties face rather than the proportion of properties with risk. Given that Prairie Village already has identified stormwater infrastructure as an issue, this has the possibility to create a high impact risk from sewer system overflow or backup.

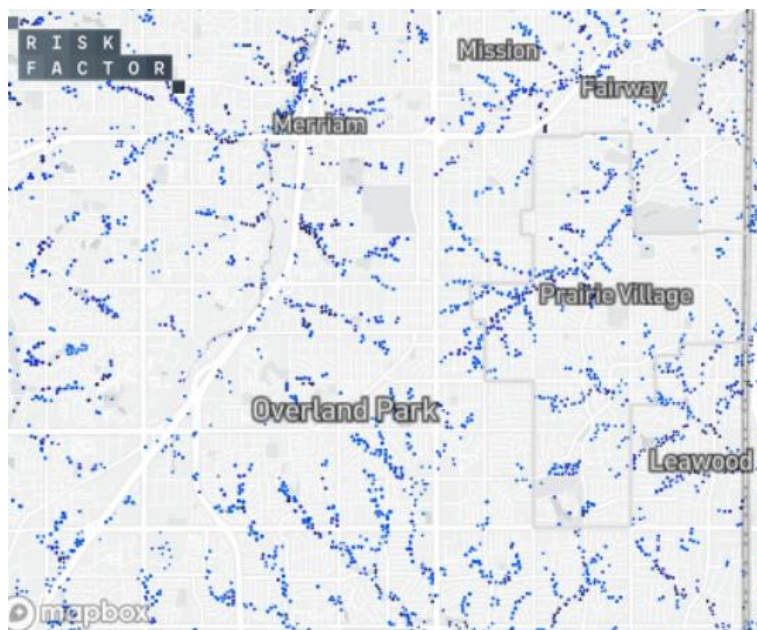


Figure 7 Prairie Village Flood Risk in the next 30 years (RCP 4.5)

### Under RCP 8.5

In a high emissions scenario, the number of excessive rainfall days (more than 1.5 inches of precipitation) is projected to increase from 5 to 5.6 by 2050 and to 9.3 by 2100. Maximum day precipitation is projected to increase from 3.4 to 4 inches, while 5-day and 15-day precipitation is expected to increase from 5.5 to 7 inches by 2025. Rain events occurring back-to-back (storm-stacking) are likely to increase and will contribute to the prevalence of severe flooding in the region<sup>xi</sup>. In a high-emission scenario, risks will be much more prevalent, impacting the housing quality. The energy sector may be impacted as electrical equipment could get flooded, but ultimately has a low magnitude of future impact. Transportation could become a high risk due to the increased frequency of flooded roads, the need to replace roads and bridges, and limited access to emergency services due to flooded areas. Finally, high precipitation patterns could negatively impact agriculture due to the impact on the local food supply.

<sup>i</sup> <https://www.marc.org/sites/default/files/2022-05/Climate-Risk-and-Vulnerability-Assessment.pdf>

<sup>ii</sup> <https://jacohd.org/wp-content/uploads/2020/05/climate-change-and-health-report.pdf>

<sup>iii</sup> <https://www.marc.org/sites/default/files/2022-05/Climate-Risk-and-Vulnerability-Assessment.pdf>

<sup>iv</sup> <https://www.marc.org/sites/default/files/2022-05/Climate-Risk-and-Vulnerability-Assessment.pdf>

<sup>v</sup> <https://svs.gsfc.nasa.gov/4270>

<sup>vi</sup> <https://svs.gsfc.nasa.gov/4270>

<sup>vii</sup> <https://projects.propublica.org/climate-migration/>

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viii <https://hub.arcgis.com/maps/nation::climate-change-impacts-on-major-cities-rcp-2-6/explore?location=40.410544%2C-93.115010%2C4.60>

ix [https://riskfactor.com/city/prairie-village-ks/2057575\\_fsid/flood](https://riskfactor.com/city/prairie-village-ks/2057575_fsid/flood)

x <https://www.nature.com/articles/s41558-023-01594-8>

xi <https://www.marc.org/sites/default/files/2022-05/Climate-Risk-and-Vulnerability-Assessment.pdf>



### 3.2.2 Benchmarking Analysis

Benchmarking is a process of assessing peer communities to gain a better understanding of commonly used sustainability reporting frameworks, disclosures, and sustainability-related goals/targets. Benchmarking provides municipalities with insight and comparable information to take appropriate action in the climate action planning process. Identifying best practices and trends amongst peer communities will provide PV (PV) and the KERAMIDA Project Team ("KEI Team") with foundational information and guidance at the beginning of the climate action planning process.

#### Methodology

The KEI Team conducted a benchmarking analysis for PV by evaluating six comparable communities that have developed climate action or sustainability plans. These communities were assessed using the following criteria, demographics, goals and targets, mitigation initiatives and solutions, and material topics. Each of the given criteria was selected to indicate community progress in addressing climate change and provide insight into the maturity level of their programming. The KEI Team reviewed publicly available information on the communities' websites and any applicable sustainability reports or climate action plans. All information was uploaded to the PV Benchmarking Analysis Matrix, which can be found in Appendix A. This Report summarizes information drawn from the matrix.

#### Summary of Peer Communities

##### *Highland Park, Illinois*

Highland Parks is a suburban community located just north of Chicago, Illinois. This city is home to 30,177 residents and is known as one of the best places to live in Illinois due to its dense suburban environment. This affluent community has a median income of \$153,226 and a median age of 47 years, with most residents owning their own homes. The Highland Park racial/ethnic groups are White (84.4%), Hispanic (9.3%), and Asian (3.0%). The community is primarily composed of residential areas with several hubs for restaurants, parks, coffee shops, and more. In 2010, the City of Highland Park issued its first Sustainability Plan and has been implementing many programs and policies within its departments. In 2017, the city adopted the Sustainability Plan Update to renew its strategic plan and review the gaps that need to be prioritized moving forward.

##### *Maplewood, Minnesota*

Maplewood, Minnesota, is a satellite site near Minneapolis and is home to 40,904 residents. The community has a median age of 38 years with a racial/ethnic profile of White (57.2%), Asian (18.8%), Hispanic (10.3%), and African American (9.1%). The median household income is \$77,316 and has a 71.6% rate of home ownership within the community. In 2018, the City of Maplewood developed a Climate Adaptation Plan in collaboration with paleBLUEdot and a 20-person team of subject matter experts, community members, and municipal staff. The plan was revised in May 2021 and is now the community's guiding document for climate action.

##### *Lafayette, Colorado*

Lafayette, Colorado, is a small town just outside Denver, Colorado. It is known for its high quality of life, accessibility, and proximity to Denver and the mountains. The town has grown to nearly 30,700 residents, with a median household income of \$81,960. Currently, nearly 73.3% of residents are white,

and 16.8% are Hispanic, with a median age of 39 years. With population growth and rising housing prices, Lafayette has been increasingly burdened with the development of their community. To address their community's growing needs, the City Council adopted the Sustainability Plan and ten Strategic Priorities in 2020 after nearly 20 months of work and collaboration to create the plan.

### *Carmel, Indiana*

Carmel, Indiana, is a community of 93,000 residents that live just north of Indianapolis, Indiana. It is a community known for its roundabouts and its commitment to excellence. This suburban satellite town has a median household income of \$119,772 with a median age of 40 years. Nearly 78.2% of residents are White, and 11.1% of residents are Asian. The town is home to nearly 125 corporate headquarters and has world-class cultural and entertainment options. In August 2022, the Mayor of the City of Carmel approved the Climate Action Plan, which will serve as a roadmap to support their sustainability efforts.

### *St. Louis Park, Minnesota*

St. Louis Park, Minnesota, is a suburban community located just west of Minneapolis. This city is home to 49,158 residents and is known for its small-town charm and big-city excitement, thanks to its walkability, diverse attractions, and outdoor spaces. This community has a median income of \$87,639 and a median age of 36 years. The St. Louis Park racial/ethnic groups are White (79%), Hispanic (4.9%), African American (6.2%), and Asian (4.9%). In 2018, there was a massive collaborative effort amongst various community groups, residents, and the municipal staff to develop a comprehensive Climate Action Plan to set the course toward carbon neutrality by 2040.

### *Goshen, Indiana*

Goshen is a quaint town in Indiana and is home to 34,756 residents. The community has a median age of 37 years, with a racial/ethnic profile of White (66.4%) and Hispanic (26.4%). The median household income is \$52,215 and has a 63.6% rate of home ownership within the community. In 2021, the community came together to create a Climate Action Plan for Government Operations. The Department of Environmental Resilience has been tasked with overseeing the implementation of the plan to ensure the completion of its sustainability-related community goals.

## Key Takeaways

### *Material Topics*

A material topic is an important economic, environmental, or social issue that may impact a community or that a community may have an impact on. Identifying a community's list of material topics is a common practice used to understand the issues that a community will measure, monitor, manage, and address through its sustainability efforts. When determining a community's list of material topics, it is best practice to reference which topics have been selected by peers and which topics may be considered best practices. This information can help inform the prioritization process when finalizing the community's list of topics to measure and manage.

The PV benchmarking analysis shows that the highest-ranking material topics amongst peers include:

- Energy
- Waste
- Transportation

- Water
- Biodiversity
- Community Engagement
- Education

Prairie Village Benchmarking Analysis		
Category	Disclosure	Heat Map
Material Topic	Economic Considerations	2
Material Topic	Transportation	4
Material Topic	Energy	6
Material Topic	Water	4
Material Topic	Biodiversity	4
Material Topic	GHG Emissions	3
Material Topic	Waste	5
Material Topic	Climate Change Impacts	1
Material Topic	Agriculture	2
Material Topic	Buildings and Construction	3
Material Topic	Carbon Offsets	1
Material Topic	Community engagement	4
Material Topic	Health and Safety	1
Material Topic	Education	4
Material Topic	Diversity and Equity	1

Figure 1: Heat Map of PVs Peer Material Topics

### Goals and Targets

The majority of PVs peers have established sustainability and climate-related goals. Notably, the cities of Carmel, St. Louis Park (2040), and Goshen (2035) have all set net zero goals by 2050 or sooner. Other significant climate-related goals that are relevant to municipalities include:

- Highland Park: Improve the energy efficiency of municipal buildings by 50% by 2030.
- Highland Park: Increase recycling volume by 50% by 2020.
- Highland Park: Decrease vehicle miles traveled to 50% by 2030.
- Lafayette: Reduce municipal facility energy use intensity by an average of 3% annually.
- Lafayette: Achieve 50% waste diversion by 2026.
- Carmel: 45% emissions reduction by 2035
- St. Louis Park: Achieve 100% renewable electricity by 2030.
- Goshen: 20% reduction in natural gas consumption in municipal buildings by 2026.

### *Partnerships and Resources*

Across the country, many organizations support communities on their journey toward sustainability and climate action. Among the benchmarked peers, several organizations were mentioned as critical resources and invaluable partnerships as cities drafted their Climate Action Plans. Below please find a comprehensive list of the organizations identified in the analysis:

- Greenest Region Compact 2 (GRC2)
- Sol Smart
- Metropolitan Mayor's Caucus
- Compact of Mayors
- Cool Cities
- Bicycle Friendly Community
- Walk Friendly Community
- STAR Community Rating System
- Alliance for Sustainability
- ICLEI
- Global Covenant of Mayors
- Resilient Communities for America
- Mayors National Climate Action Agenda
- Project Drawdown
- iMatters
- Partners in Energy (PiE)
- GreenSteps Cities
- TwinWest
- Environmental Resiliency Institute (REI)
- Solar United Neighbors

### *Mitigation Initiatives*

Mitigation initiatives are specific and tangible action items that provide direction about future policies, procedures, and programs that should be completed to conduct the vision of the Climate Action Plan. The mitigation initiatives provide the roadmap for implementation and will be the foundation for achieving climate-related goals. Within the Benchmarking Analysis, each peer city had a unique set of mitigation initiatives that supported their community's specific needs and considerations. However, several themes arose throughout the analysis and highlighted overlapping initiatives that had been used by multiple communities. This indicates a "best practice initiative" that can be evaluated by PV for consideration. The following initiatives were included in at least five of the six peer Climate Action Plans:

- All municipal paper products are sourced sustainably and made from recycled materials.
- Municipality to host a renewable energy solar site on city property.
- Energy efficiency and weatherization upgrades to all municipal properties.
- The creation of a walking, biking, and pedestrian plan for the city.
- Provide composting options for municipal properties.
- Negotiate with the recycling contractor to increase the volume of total waste that is recycled and composted.

- Incentivize municipal staff to use alternative modes of transportation to commute to work (bike, walk, carpool, etc.)
- A "Culture of Waste" campaign to change how the municipality prevents and manages its waste.
- Beyond these initiatives, there were many others that are included in a variety of climate action plans and can be used for further consideration in the PV Municipal Climate Action Plan.

Prairie Village Benchmarking Analysis		
Category	Disclosure	Heat Map
Mitigation Initiatives	Power Purchase Agreements	2
Mitigation Initiatives	Heating and Cooling policy in each city facility	1
Mitigation Initiatives	Energy Audits on all city facilities	1
Mitigation Initiatives	No Idling Policy	3
Mitigation Initiatives	Lighting Projects (LED, Dark Sky, etc.)	2
Mitigation Initiatives	Disaster Emergence Response Plan	1
Mitigation Initiatives	Heat-warning systems for employees and residents	1
Mitigation Initiatives	Debris Management Plan to protect waterways	2
Mitigation Initiatives	Heat Island Mitigation on municipal buildings (cool surfaces, solar, impervious surface reduction, etc.)	1
Mitigation Initiatives	Use grey/recycled low-flow water at city-owned facilities	4
Mitigation Initiatives	Require use of native plants at city-owned properties	2
Mitigation Initiatives	Sustainable sourcing for municipal food offerings	2
Mitigation Initiatives	Conduct annual GHG Inventory	4
Mitigation Initiatives	Municipal Facilities Benchmarking	4
Mitigation Initiatives	Renewable Energy installations on municipal buildings	4
Mitigation Initiatives	Ban single use plastics	2
Mitigation Initiatives	Measure and improve indoor air quality in city facilities	3
Mitigation Initiatives	Demand Response program to reduce energy from water plant	4
Mitigation Initiatives	Fleet Electrification and Charging	4
Mitigation Initiatives	City to host a community solar site	5
Mitigation Initiatives	Energy Efficiency/Weatherization Building Upgrades	6
Mitigation Initiatives	Bike/Walk Plan	5
Mitigation Initiatives	Bike/Ped Signage Upgrades	2
Mitigation Initiatives	Prohibit pesticide/herbicide use on municipal land	3
Mitigation Initiatives	Pollinator Gardens on municipal land	3
Mitigation Initiatives	Composting	5
Mitigation Initiatives	Negotiate with recycling contractor to increase the volume of total waste that is recycled and composted by the contractor	5
Mitigation Initiatives	Solar on city-owned brownfields, landfills, or contaminated land	4
Mitigation Initiatives	Hire designated Sustainability Coordinator	3
Mitigation Initiatives	All municipal paper products are made from recycled materials	6
Mitigation Initiatives	Incentivize municipal staff to use alternative modes of transportation to commute to work (bike, walk, carpool, etc.)	5
Mitigation Initiatives	Develop Sustainable Management Guidelines for City departments and fellow agencies	4
Mitigation Initiatives	The Culture of Waste initiative	5
Mitigation Initiatives	Phosphate Ban	1
Mitigation Initiatives	Green infrastructure treatments on city-owned property (rain gardens, bioswales, retention ponds, shade, etc.)	4
Mitigation Initiatives	Boiler Retrofits	2
Mitigation Initiatives	Provide online scheduling, inspection requirements, and inspection requests for solar PV to increase access	2
Mitigation Initiatives	Coal Tar Sealants Ban on municipal property	1

Figure 2: Heat Map of Mitigation Initiatives for Climate Action Plans

## Appendix A – Benchmarking Matrix

A digital copy will be provided.

		Peer Communities					
Disclosure	Heat Map	<a href="#">Highland Park, Illinois</a>	<a href="#">Maplewood, Minnesota</a>	<a href="#">Lafayette, Colorado</a>	<a href="#">Carmel, Indiana</a>	<a href="#">St. Louis Park, Minnesota</a>	<a href="#">Goshen, Indiana</a>
Economic Considerations	2	✓ (Chamber of Commerce)	✓				
Transportation	4	✓			✓	✓	✓
Energy	6	✓	✓	✓	✓	✓	✓
Water	4	✓	✓		✓		✓
Biodiversity	4	✓	✓		✓		✓
GHG Emissions	3	✓	✓			✓	
Waste	5	✓		✓	✓	✓	✓
Climate Change Impacts	1		✓				
Agriculture	2		✓		✓		
Buildings and Construction	3			✓		✓	✓
Carbon Offsets	1					✓	
Community engagement	4	✓ (Green Community Alliance)	✓ (Community Survey)	✓		✓	
Health and Safety	1		✓				
Education	4	✓ (Community education events, website sustainability guides)	✓		✓		✓

Diversity and Equity	1						✓
What goals or targets have been set?	6	<p>- Improve the energy efficiency of municipal buildings by 50% by 2030.- Increase recycling volume by 50% and reduce non-recyclable waste to 50% of the 2008 volume by 2020.- Reduce potable water consumption by 30% below 2008 levels by 2030.- Decrease vehicle miles traveled (VMT) to 50% below 2008 levels by 2030.</p>	<p>Each action indicated above was regarded as a strategic goal</p>	<p>- Achieve 100% renewable energy by 2030 and 80% reduction in GHG emissions over 2005 baseline by 2050 community-wide (as adopted by City Resolution 2017-63)- Achieve 2% average annual community-wide energy savings through energy efficiency measures (over 2018 baseline)- Reduce municipal facility energy use intensity by an average of 3% annually over 2018 baseline- Achieve 50% waste diversion by 2026 (as adopted by City Resolution 2018-06)- Achieve 4% average annual increase in waste diversion from 2018 baseline- Achieve 2% average annual decrease in waste per capita from 2018 baseline- Achieve annual increase in the total number of third-party certified green and healthy buildings in the community - Implement voluntary green</p>	<p>- Emissions reduction goal of 45% by 2035 relative to a 2005 baseline.- Net zero emissions by 2050</p>	<p>- Carbon Neutral by 2040- Reduce energy consumption in large commercial and industrial (C/I) buildings by 30% by 2030, as compared to the business-as-usual forecast. - Reduce energy consumption in small to mid-size commercial buildings by 30% by 2030, as compared to the business-as-usual forecast. - By 2030, design all new construction to be net-zero energy (NZE).- Reduce energy consumption in residential buildings by 35% by 2030, as compared to the business-as-usual forecast.- Achieve 100% renewable electricity by 2030- Reduce vehicle emissions by 25% by 2030, as compared to the business-as-usual forecast.- Reduce solid waste 50%</p>	<p>- Net Zero by 2035- 30% reduction of electricity consumption in buildings by 2026- 20% reduction in natural gas consumption in buildings by 2026- 25% reduction in gasoline consumption by the City's fleet by 2026</p>

				and healthy building improvements in existing buildings communitywide			
What organizations can support the communities' sustainability efforts?	6	Join the Greenest Region Compact 2 (GRC2), Sol Smart, Metropolitan Mayor's Caucus, Compact of Mayors, Cool Cities, Bicycle Friendly Community, Walk Friendly Community, STAR Community Rating System	Alliance for Sustainability	Sol Smart	ICLEI, Global Covenant of Mayors, Resilient Communities for America, Mayors National Climate Action Agenda, Project Drawdown	iMatter, Partners in Energy (PiE), GreenStep Cities, TwinWest	ICLEI, ERI, Solar United Neighbors
Power Purchase Agreements	2	✓				✓	
Heating and Cooling policy in each city facility	1						✓
Energy Audits on all city facilities	1						✓
No Idling Policy	3	✓			✓	✓	
Lighting Projects (LED, Dark Sky, etc.)	2	✓					✓
Disaster Emergence Response Plan	1		✓				



Heat-warning systems for employees and residents	1		✓				
Debris Management Plan to protect waterways	2		✓			✓	
Heat Island Mitigation on municipal buildings (cool surfaces, solar, impervious surface reduction, etc.)	1		✓				
Use grey/recycled low-flow water at city-owned facilities	4		✓		✓	✓	✓
Require use of native plants at city-owned properties	2		✓				✓
Sustainable sourcing for municipal food offerings	2		✓		✓		
Conduct annual GHG Inventory	4	✓	✓	✓			✓
Municipal Facilities Benchmarking	4		✓	✓	✓	✓	
Renewable Energy installations on municipal buildings	4			✓	✓	✓	✓

Ban single use plastics	2			✓		✓	
Measure and improve indoor air quality in city facilities	3			✓	✓	✓	
Demand Response program to reduce energy from water plant	4	✓	✓			✓	✓
Fleet Electrification and Charging	4	✓			✓	✓	✓
City to host a community solar site	5	✓	✓	✓	✓	✓	
Energy Efficiency/Weatherization Building Upgrades	6	✓	✓	✓	✓	✓	✓
Bike/Walk Plan	5	✓	✓		✓	✓	✓
Bike/Ped Signage Upgrades	2	✓				✓	
Prohibit pesticide/herbicide use on municipal land	3	✓	✓				✓
Pollinator Gardens on municipal land	3	✓	✓		✓		
Composting	5	✓		✓	✓	✓	✓

Negotiate with recycling contractor to increase the volume of total waste that is recycled and composted by the contractor	5	✓		✓	✓	✓	✓
Solar on city-owned brownfields, landfills, or contaminated land	4	✓	✓			✓	✓
Hire designated Sustainability Coordinator	3	✓	✓			✓	
All municipal paper products are made from recycled materials	6	✓	✓	✓	✓	✓	✓
Incentivize municipal staff to use alternative modes of transportation to commute to work (bike, walk, carpool, etc.)	5	✓	✓		✓	✓	✓
Develop Sustainable Management Guidelines for City departments and fellow agencies	4	✓		✓	✓		✓
The Culture of Waste initiative	5	✓		✓	✓	✓	✓

Phosphate Ban	1	✓					
Green infrastructure treatments on city-owned property (rain gardens, bioswales, retention ponds, shade, etc.)	4	✓	✓		✓		✓
Boiler Retrofits	2	✓				✓	
Provide online scheduling, inspection requirements, and inspection requests for solar PV to increase access	2	✓				✓	-
Coal Tar Sealants Ban on municipal property	1	✓					

**MAYOR'S ANNOUNCEMENTS**  
**Monday, October 16, 2023**

Environmental Committee	10/25/2023	5:30 p.m.
National Drug Take Back	10/28/2023	10am – 2pm
Tree Board	11/01/2023	6:00 p.m.
City Council	11/06/2023	6:00 p.m.

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**INFORMATIONAL ITEMS**  
**October 16, 2023**

1. Planning Commission minutes – July 11, 2023
2. Planning Commission work session minutes – August 22, 2023
3. Environmental Committee meeting minutes – August 23, 2023
4. Diversity Committee meeting minutes – September 12, 2023
5. Parks and Recreation Committee meeting minutes – September 13, 2023
6. JazzFest Committee meeting minutes – September 28, 2023
7. Consolidated Fire District #2 third quarter report
8. Third quarter crime report

**PLANNING COMMISSION MINUTES  
JULY 11, 2023**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, July 11, at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Graham Smith, Multistudio; Nickie Lee, Deputy City Administrator; 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 May 2, 2023, regular Planning Commission meeting. Mrs. Wallerstein seconded the motion, which passed unanimously.**

**OLD BUSINESS**

Ms. Lee said that there would be follow-up discussions to consider results from the two housing forums that were held, as well as a neighborhood design guideline discussion.

**PUBLIC HEARINGS**

PC2023-108           Renewal of special use permit for the operation of an animal daycare facility  
8827 Roe Avenue  
Zoning: CP-1  
Applicant: Christine Gregory, Queen of Paws Boutique and Spa

Mr. Smith stated that the applicant was requesting the renewal of a special use permit for a pet grooming, daycare, and training business located at the 89<sup>th</sup> and Roe Shops. The site is currently zoned CP-1, which allows a variety of retail and service businesses, though pet daycare and related non-medical pet services require a special use permit. The renewal includes no proposed change in operations or physical facilities on the site.

Queen of Paws first began operating at this location in 2015 as a pet grooming business that relocated from its previous location in Prairie Village. In 2016, the Planning Commission approved a special use permit to expand the operation to include animal

daycare services. This application was renewed in 2018 for a five-year period, and authorized care for up to 20 dogs under 20 pounds and up to 15 dogs over 20 pounds for daycare at a single time, with other limitations.

Mr. Smith said that the CP-1 zoning district included several performance standards in Section 19.18.010 which specifically limit outside activities and noise. The expiring permit contained several conditions on the scope, number and size of animals, and coordination with other animal care activities in the shopping center to ensure that the performance standards for the district were met. The conditions also included limitations on outside activities and prohibition of overnight commercial boarding; only medically related boarding in the adjacent veterinary office is allowed. The City has received no complaints regarding the operations of the animal daycare or for violation of these conditions at this property during the five-year renewal period.

Mr. Smith noted that staff recommended renewal of the special use permit for animal daycare facilities subject to the previously established conditions:

1. The renewal be for a period of five years, but any expansion or change in operations related to animal care beyond this permit shall require amendment of the special use permit
2. The use is limited to the scale and intensity. Specifically:
  - a. No more than 20 dogs total at any time, including dog grooming and daycare services
  - b. No more than 15 dogs over 20 pounds at any time, including dog grooming and daycare services
  - c. If complaints are received at this level of activity, staff is authorized to assess the situation, and work with the applicant to reduce activity so that complaints are minimized, and activities and impact remain similar to current levels of activity at this location
  - d. Indoor activities only - behavioral and socialization; and outdoor activity shall be limited as follows:
    - i. Only to the 12' x 130' grass strip behind the building, and specifically excluding any property along the north edge, whether it is owned by the subject lot or the adjacent owner
    - ii. Only for short periods of time sufficient for the animals to relieve themselves
    - iii. No more than four animals at any one time
    - iv. Clean-up and maintenance of this area shall occur on at least a weekly basis
3. No commercial overnight boarding is permitted unless the special use permit is amended. Any coordination with the adjacent veterinary office shall occur within the allowed parameters of each business, and not be used to expand the permitted operations of either business.

Mrs. Wallerstein recommended that the renewal period of the permit be increased from five years to ten.



Applicant and business owner Christine Gregory, 10334 Caanan, Overland Park, KS, was present to discuss the application. She stated that she was supportive of extending the duration of the permit to ten years.

Mr. Wolf opened the public hearing at 7:12 p.m. With no one present to speak, Mr. Wolf closed the hearing at 7:13 p.m.

**Mr. Valentino made a motion to recommend approval of the renewal of the special use permit with staff recommendations for a ten-year term. The motion was seconded by Mrs. Wallerstein and passed unanimously.**

## NON-PUBLIC HEARINGS

PC2023-107            Exception to neighborhood design standards for windows and entrances  
2216 W. 71<sup>st</sup> Terrace  
Zoning: R-1B  
Applicant: Gary and Cindy Wainscott

Mr. Smith stated that the property was zoned R-1B and that the neighborhood design development standards in Section 19.08.025 of the zoning regulations applied to the property, specifically:

1. Windows and Entrances. All elevations shall have window and door opening covering at least:
  - a. 15% on all front elevations or any street facing side elevation
  - b. 8% on other side elevations
  - c. 15% on rear elevations

Any molding or architectural details integrated with the window or door opening may count for up to three percent of the requirement.

Mr. Smith noted that the standards were intended to break down the volume of the buildable area and height into smaller scale masses and to improve the relationship of the building to the lot, adjacent buildings, and the streetscape. Garage doors are excluded from this count since one of the objectives of the standards is to promote more “human-scale” design and reduce the emphasis on automobiles.

In this case, the four windows on the front elevation account for approximately 7.35% of the wall planes (or 10.35% if the 3% limit for trim and ornamentation associated with the windows or doors is included). These wall planes include the front-facing garage, but the garage door is specifically excluded. Other transparency on this elevation occurs with the front door and with upper-level windows in the wall supporting the staggered pitched roof. However, these wall planes are more than 12’ back from the front building line, and neither the wall plane nor the windows count towards the requirement. The elevation has varied

massing due to the step back of one of the garage bays, gables at two different depths, and a larger remainder of the elevation more than 12' beyond the forward section.

Section 19.06.025(f) of the zoning regulations allows the Planning Commission to grant exceptions to the neighborhood design standards based on the following criteria:

1. The exception shall only apply to the design standards in this section, and not be granted to allow something that is specifically prohibited in other regulations.
2. Any exception dealing with the placement of the building is consistent with sound planning, urban design and engineering practices when considering the site and its context within the neighborhood.
3. The placement and orientation of the main mass, accessory elements, garages, and driveways considers the high points and low points of the grade and locates them in such a way to minimize the perceived massing of the building from the streetscape and abutting lots.
4. Any exception affecting the design and massing of the building is consistent with the common characteristics of the architectural style selected for the building.
5. The requested exception improves the quality design of the building and site beyond what could be achieved by meeting the standards - primarily considering the character and building styles of the neighborhood and surrounding properties, the integrity of the architectural style of the proposed building, and the relationship of the internal functions of the building to the site, streetscape, and adjacent property.
6. The exception will equally or better serve the design objectives stated in Section 19.08.025(a) and the intent stated for the particular standard being altered.

Mr. Smith stated that the existing building did not provide transparency or meet design standards, and that the proposed elevations associated with the remodel are bringing the building further towards compliance. The existing building and proposed remodel have a unique architectural character that is appropriate for this lot and context. Further, the recessed entry court and upper-level windows (which do not count towards meeting the fenestration standard) contribute to the front elevation becoming closer to the intent of the standards than the current building.

Mr. Smith said that staff recommended approval of the exception to the neighborhood design standards (window and entrance requirements on the front elevation) subject to concurrence of the Planning Commission on all criteria and limited to the plans submitted.

Mrs. Wallerstein asked if there were enough windows on the eastern wall plane to meet the neighborhood design guidelines. Mr. Lenahan noted only wall planes over 500 square feet required architectural details such as windows to break the plane into distinct masses. In this case, the wall plane is less than 500 square feet. Ms. Lee added that if the wall plane or any other aspect of the design did not meet the guidelines, it would be noted by the building official during the permit process.

Applicants and property owners Gary and Cindy Wainscott were present to discuss the variance.

Ms. Brown made a motion to approve the exception to the neighborhood design standards, including recommendations from staff but without a requirement for window shutters. The motion was seconded by Mr. Valentino and passed unanimously.

PC2023-109            Site plan for monument sign  
                              3500 W. 75<sup>th</sup> Street  
                              Zoning: C-0  
                              Applicant: Ron Shaffer, RLS Architects

Mr. Smith said that the applicant was requesting approval of a monument sign for a 0.9-acre site and office building on the southwest corner of 75<sup>th</sup> Street and Windsor Street. The sign will replace an existing monument sign that is currently located on a low wall near the entrance of the building. The wall will remain, but the sign will be removed. The proposed sign will be a more traditional monument sign located in a reconfigured landscape island on the corner of 75<sup>th</sup> Street and Windsor Street. The property is zoned C-O, Commercial Office District, and includes an approximately 18,000 square foot office building with multiple tenants.

Mr. Smith stated that all monument signs required approval by the Planning Commission and have the following specific standards for signs in nonresidential districts:

- One sign per street frontage
- 20 square feet maximum
- 5' high maximum
- 3' setback from all property lines or 12' from street, whichever is greater, with associated landscape plan to integrate sign into site and soften appearance of structural elements
- Base under at least 75% of sign structure, and materials that complement the building or other site elements

The new sign is 20 square feet (excluding the ornamental brick structure which includes the address numbers). It is located on an 8" high brick base with a 5', 4" side ornamental column. The brick will be painted to correspond with the building colors.

Mr. Smith noted that the application did not include any indication of whether the sign will be illuminated, so the assumption is that it will not. The sign is proposed in a landscape area associated with the southeast corner of the parking lot, reconfigured to accommodate the sign, landscape, and comply with corner sight distance standards. One parking stall will be removed from the east side of the property, but the site will still comply with parking requirements. Mr. Smith added that the applicant would need to provide a planting plan for review by the city planning consultant's landscape architect prior to sign permits.

The sign meets all standards; however, prior to the Planning Commission approval the applicant shall confirm three items that can impact further processing of the sign permits:

1. The applicant shall provide a detailed landscape plan approved by the city prior to permitting
2. Confirm if the sign will be illuminated, and if so, how (details and specifications may be part of construction permits, provided it meets all City standards)
3. The monument signs shall require dimensioned drawings prior to permits, subject to approval by Public Works regarding sight clearance at intersections

Mr. Smith said that the application met all standards, and staff recommended approval of the proposed monument sign, subject to clarification of the above three items prior to Planning Commission approval, and subject to administrative permits confirming any of these details meet city standards, specifications, and construction codes.

Ron Shaffer of RLS Architects, 4011 Homestead Drive, was present to discuss the application. He noted that the resubmitted drawings included a landscape plan, dimensions, and lighting which met City standards.

**Mr. Breneman made a motion to approve the site plan with recommendations from staff. The motion was seconded by Mr. Birkel and passed unanimously.**

## **OTHER BUSINESS**

## **ADJOURNMENT**

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 7:56 p.m.

Adam Geffert  
City Clerk/Planning Commission Secretary

## PLANNING COMMISSION WORK SESSION SUMMARY

AUGUST 22, 2023

The Planning Commission of the City of Prairie Village met in work session on Tuesday, August 22, at 6:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 6:00 p.m. with the following members present: Jon Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Jeffrey Valentino and Nancy Wallerstein.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Mitch Dringman, Building Official; and Greg Shelton, Council Liaison.

Below is a summary of the discussion. A video of the full discussion can be found at <https://www.pvkansas.com/governing-body/city-council/city-council-meeting-streaming>.

### INTROUCTION AND PRESENTATION

Mr. Wolf welcomed the Planning Commission and members of the public in attendance.

Planner Chris Brewster began his presentation titled "Housing Policy - Work Session 1" (attached). The presentation began with an overview of Zoning 101 General Practice and the Comprehensive Plan. The inputs for this presentation were the Comprehensive Plan, prior City Council and Planning Commission discussions, the Ad Hoc Housing Committee Recommendations, the public forums, and the associated survey.

After reviewing a summary of the survey results, Chris Brewster reviewed options within each zoning district as shown in the presentation.

- R-2: Options are no change, or to allow more "house scaled" options
- R-3 and R-4: Options are no change, create greater distinctions in scale/intensity between the districts, or improve criteria for planned applications.
- R-2, R-3 and R-4 Design standards: Options are no change, consider similar approach to R-1A and R-1B, more defined site plan/architectural review, or incorporate into a "planned zoning" approach
- C-0, C-1, C-2, and MXD: Options are no change, target C-0 residential options, consider residential in C-1 and C-2, and improve criterial for planned applications

### DISCUSSION

The Planning Commissioners discussed each section individually; a summary of the discussion is below.

## R-2 & RP-2 (Duplexes)

- Commissioner Valentino opened the discussion by sharing he wanted to focus more on Commercial areas and not residential.
- Commissioner Lenehan shared that R-2 districts are such a negligible percentage of our City and represents an almost nonexistent market that it hardly seems worth bothering with it.
- The Commission agrees that at this point “No change” is the preferred option.

## R-3 & R-4 (Multifamily and Condominiums)

- Commissioner Lenehan stated that development of more design standards may make sense.
- Commissioner Valentino shared that he wanted similar density and product type to what already exists.
  - Planner Chris Brewster informed the Commission that many existing projects in R-3 (multifamily) would not meet current standards if built today. The Commission requested additional information about which existing projects do not meet current standards and which standards specifically would need to be adjusted to accommodate such projects. Staff will bring back at a later meeting.
- Commissioner Brown shared that part of the charge is to look ahead and make sure we aren't missing opportunities. If we keep the current code, are we presenting an adequate buffet for builders and developers to do work in these districts?
- Commissioner Wallerstein asked if anything needs to be adjusted with the current process. Could a developer discuss a potential project with the Planning Commission?
  - Planner Chris Brewster shared there may be options to doing this in some instances.
- Some discussion occurred about the pros and cons of using planned “P” districts, such as RP-3 to address some of these standards and issues on a more case by case basis. One consideration to keep in mind is to build in a process for administrative approval of certain improvements to prevent the applicant from needing to go through the whole zoning process again for improvements such as a sun room in Mission Pines.
- The Commission may consider changes in these areas, after receiving and reviewing additional information.

## C-O, C-1, C-2 and MXD (Commercial and Mixed Use)

- Commissioner Lenehan shared that the current pattern of commercial properties seems to work well, and has heard that surrounding infrastructure may not

support additional commercial areas which could also cause parking and traffic issues.

- Commissioner Valentino shared that the commercial areas are the best opportunity for expansion and supports bullets two, three and four from the “C-O, C-1, C-2, & MXD” slide.
- Commissioner Wallerstein asked what Village Vision 2.0 states for mixed use, and wants to ensure we are referring back to the comprehensive plan.
- Commissioner Birkel agreed with Lenahan that in some areas the infrastructure including sewer and water lines may not have the capacity for projects.
- Commissioner Brown referred back to R-1, wondering if the Planning Commission should be more proactive to generate different housing types such as through a change from R-1 to R-2.
- City Administrator Jordan shared an example from staff’s perspective of a conversation with a developer where we may want to communicate with them the door is open for residential. Right now there may be too many unknowns in that conversation.
- Commissioner Brown asked for additional examples of projects, such as Mission Farms in Leawood. Chairman Wolf asked if there were any real downsides to these changes.
- Commissioner Lenahan shared that there were two tiers of commercial districts: The Prairie Village Shops/Corinth Square and other districts. The “character defining” districts could be treated differently than other districts.
- The Commission agreed there were opportunities in the Commercial and Mixed Use areas for expanded residential.
- Staff shared the next discussion would likely be in October. The September meeting could be used to discuss the neighborhood design guidelines. Several Commissioners will be out of town for the September meeting.

## **ADJOURNMENT**

Mr. Wolf adjourned the meeting at 8:00 p.m.

*Meeting summary completed by Nickie Lee, Deputy City Administrator, 8/25/2023*

# Housing Policy – Work Session 1

## Agenda

*Continuation from 10/25/22, 12/6/22 , 2/7/23, 4/4/23*

- Status Review
- Public Forum Summary
- Planning Commission Discussion



Planning Commission  
August 22, 2023



# Zoning 101 – General Practice

## Zoning Ordinance Updates

1. Discussion / Public engagement  
*(Option: dependent on issues)*
2. Notice - public
3. Planning Commission public hearing
4. Planning Commission recommendation
5. City Council meeting
6. Decision

## Zoning Map Change (Rezoning)

1. Development application
2. Notice - property owners + public
3. Neighborhood engagement meeting
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# Zoning 101 – General Practice

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# Inputs

- ❑ Comprehensive Plan: Village Vision 2.0
- ❑ City Council & Planning Commission Preliminary Discussions
- ❑ Ad Hoc Housing Committee Recommendation
- ❑ Public Forum
  - June 22 Open House
  - July 13 Open House
  - On-line (and in-person) Surveys
- ❑ PC Work Session(s)



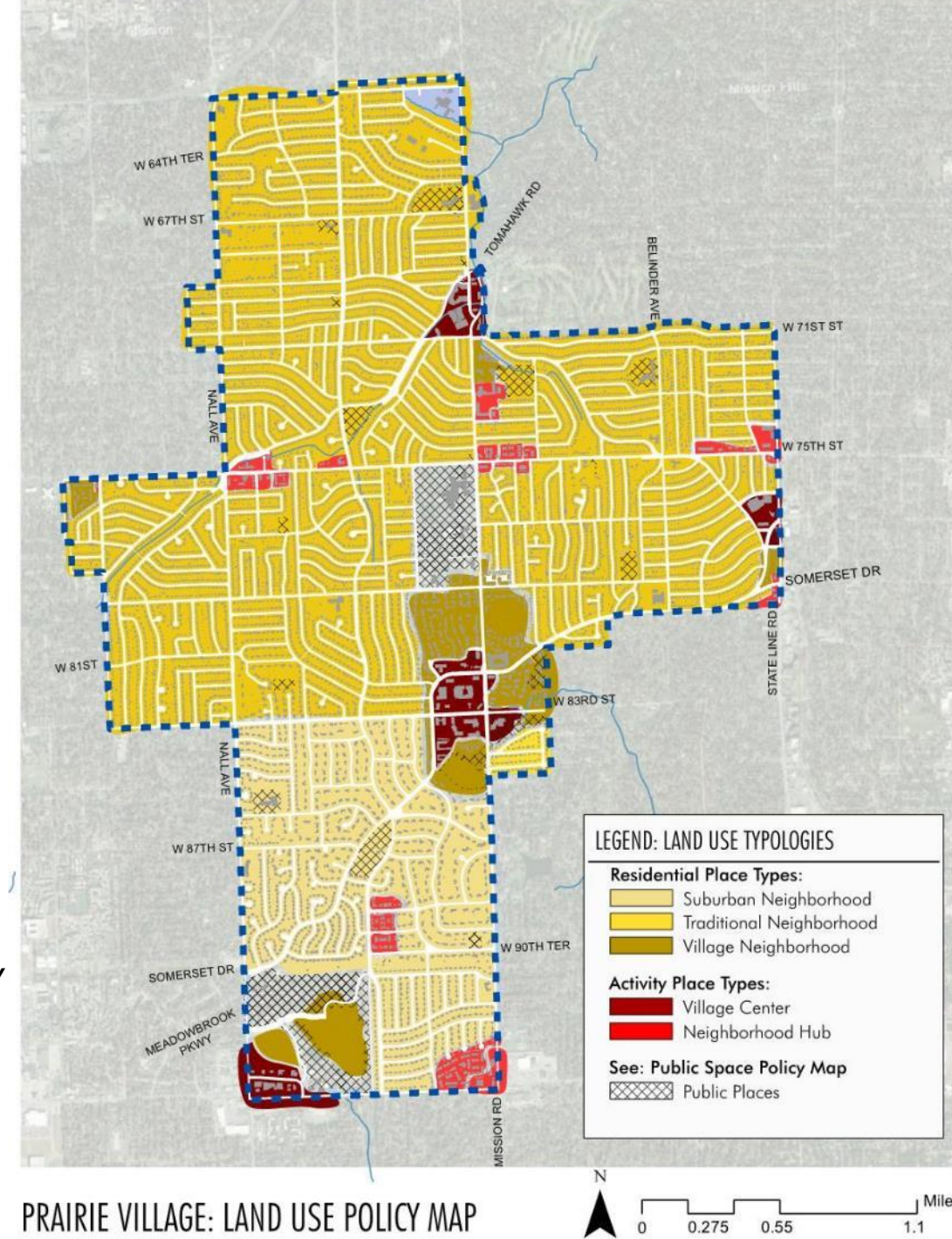
# Comprehensive Plan – Village Vision 2.0

## Development Principles: Neighborhoods

- Diversify housing options
- Maintain integrity of PV neighborhoods

## Policy Plans: Public Space & Land Use

- Reinforce existing neighborhood patterns
  - *Suburban neighborhoods (primarily large lot SF)*
  - *Traditional neighborhoods (primarily narrow-lot SF)*
  - *Village Neighborhoods (broad range of housing types)*
  - *Activity centers (accessory office & residential)*
- Strengthen neighborhood design
  - *Prioritize well-designed streetscapes*
  - *Compatible range of small- and moderate-scaled building types*
  - *Relationships of housing to streetscape and surrounding property*



# Planning Commission Discussions

- **October 25, 2022**

*Introduction: Housing policy and current residential districts*

- **December 6, 2022**

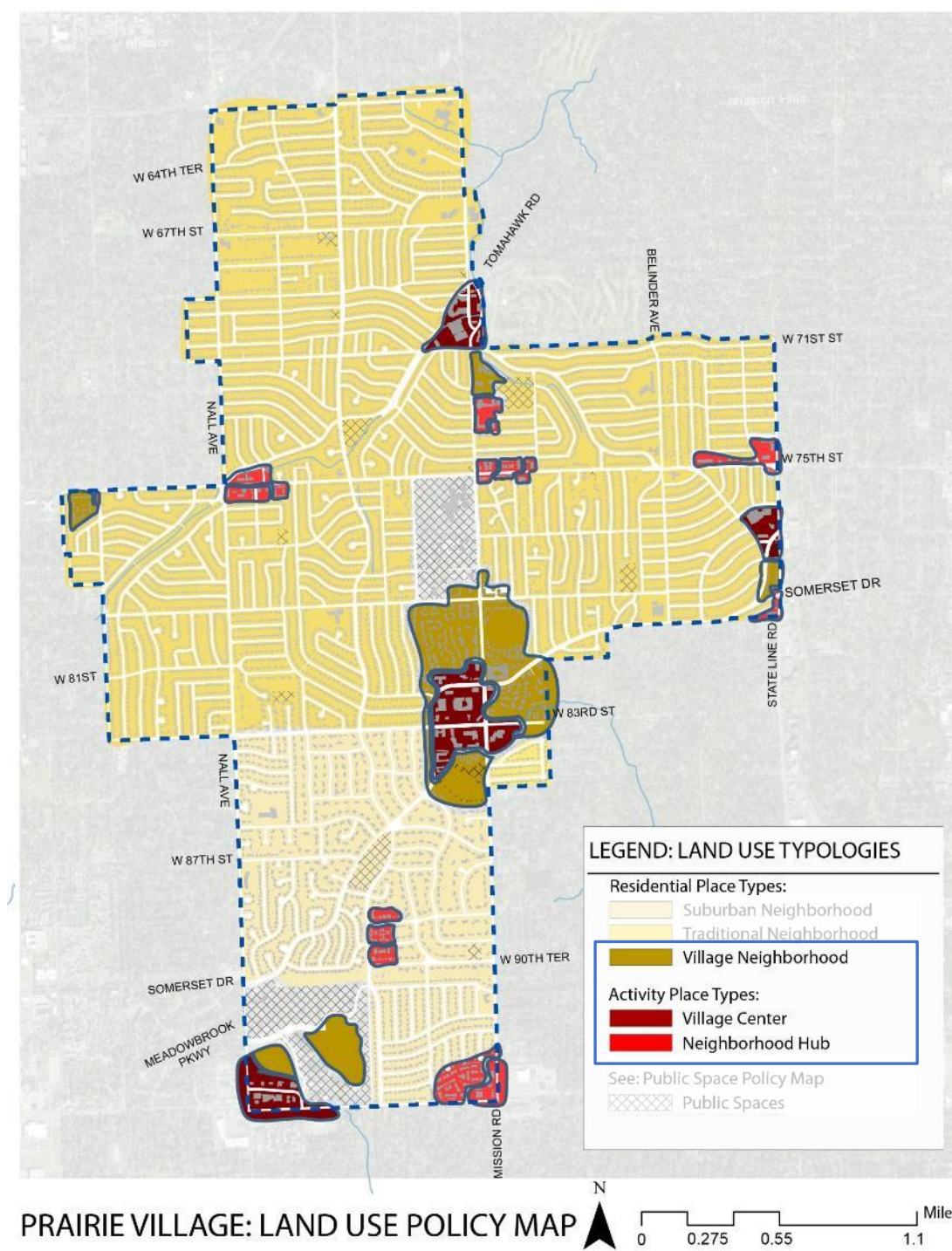
*Discussion: Key housing policy terms, zone district issue, and public engagement options*

- **February 7, 2023**

*Update on City Council direction and Ad Hoc Committee recommendation*

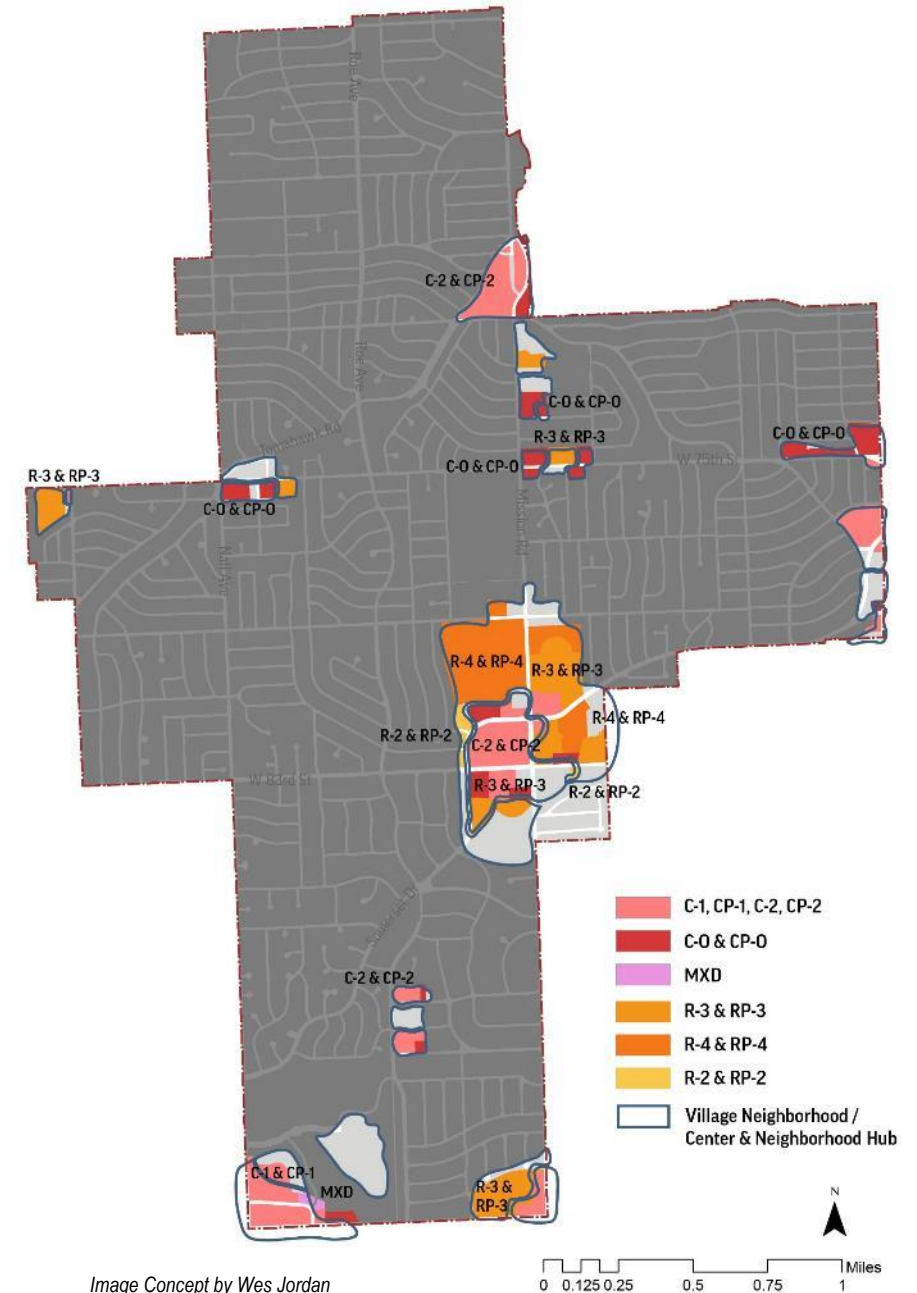
- **April 4, 2023**

*Preview / discussion of approach to public engagement*



# Planning Commission Priorities

1. R-1A / R-1B: *Revise ADUs standards?*
2. R-1A / R-1B or R-2: *Improve process for small lot house patterns (“planned” applications)?*
3. **R-2:** *Allow duplexes on smaller lots?*
4. **R-2, R-3 & R-4:** *Promote row house, tri-plex, or quad-plex building types?*
5. **R-3, R-4, & C- districts:** *Enable small-scale, higher density apartment buildings?*
6. **C-O, C-1, C-2, or MXD:** *Allow residential and/or mixed-use building types?*



# Public Forum Summary

- Where are we at?
- What could change / shouldn't change?
- How could change occur?

## Stations and Boards

- Introduction: Comp Plan and Current Zone District Standards
- Housing Options: Range of Type, Scale, & Format
- District-specific Issues / Opportunities
- Neighborhood Design

### INTRODUCTION

#### R-2, R-3, & R-4

**Current Conditions:**

- R-2 duplexes are on larger lots – average lot size is 11,520 sq. ft.; minimum lot size is 9,600 sq. ft.
- R-3 & R-4 development standards work against smaller-scale, multi-unit buildings. By requiring larger amounts of land:
  - ~20% / 30% building coverage
  - ~2.5K - 3.5K sq. ft. lot size per unit
  - ~35' height
- No design standards in R-2, R-3, and R-4.

**Opportunities For More Options:**

- Consider duplexes on smaller lots in R-2, 6,000 to 10,000 sq. ft.
- Promote compact, smaller-scale, multi-unit buildings in R-3 & R-4.
- Develop neighborhood, project, and building design standards for multi-unit buildings.

Currently Zoned - R-2, R-3, & R-4 Properties

Standards	R-2	R-3	R-4
Lot Area	11,520 sq. ft. min	11,520 sq. ft. min	11,520 sq. ft. min
Building Coverage	20%	30%	30%
Height	35'	35'	35'
Max. Setbacks			
Front	25'	30'	30'
Side	7'	10'	10'
Rear	10'	10'	10'

Zoning Map: R-2, R-3, & R-4

#### C-DISTRICTS & MXD

**Current Conditions:**

- C-0 district allows residential, but subject to R-2 and R-3 development standards.
- C-1 & C-2 do not allow residential or mixed-use buildings.
- MXD district intended for very large-scale, master planned development.

**Opportunities For More Options:**

- Enable residential and mixed-use buildings in C-districts in strategic or limited ways.
- Create better "default" standards or development criteria for the MXD district that will allow smaller-scale infill development.

Currently Zoned - C-0, C-1, C-2, & MXD Properties

Standards	C-0	C-1	C-2	MXD
Lot Area	11,520 sq. ft. min	11,520 sq. ft. min	11,520 sq. ft. min	11,520 sq. ft. min
Building Coverage	20%	30%	30%	30%
Height	35'	35'	35'	35'
Max. Setbacks				
Front	25'	30'	30'	30'
Side	7'	10'	10'	10'
Rear	10'	10'	10'	10'

Zoning Map: C-Districts & MXD

### What could change? | Neighborhood Design

**DESIGN STANDARDS**

Exploring design elements that help the medium and higher density housing fit into the community while respecting neighborhood character. What design elements would have the most impact to the neighborhood character of higher density housing development?

**ELEMENTS OF COMMONALITY**

**Housing Types**

**Streetscape / Frontage**

- Street trees
- Building placement
- Entry feature
- Access and parking

**Impervious Surface Coverage**  
The amount of the lot that a building and improvements can cover.

**Frontage Area**  
The space between the building and the sidewalk or public space.

**Building Setbacks**  
The distance from the building to the property lines, including the front, rear, and sides of the property.

**Streetscape Design**  
The arrangement of street elements - travel lanes, sidewalks, street trees, plantings, seating, and other elements to create a usable space for people.

**Building Mass**  
The size and height of the building.

**Building Scale & Massing**

- Footprint
- Height
- Modulation
- Details / Features

**QUESTION: What design elements are important to create higher density housing appropriate for Prairie Village?**

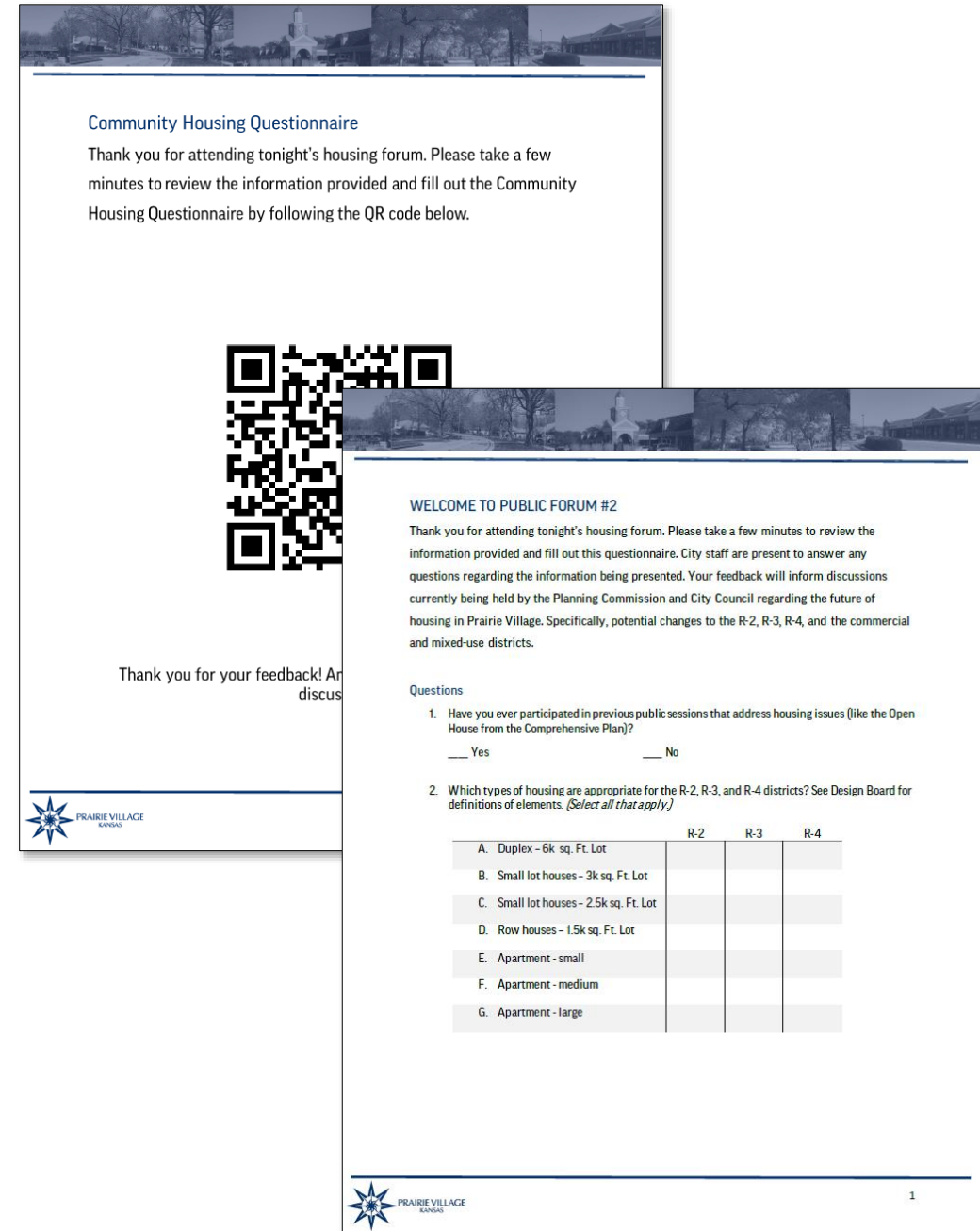
A. Impervious Surface Coverage  
B. Frontage Area  
C. Building Setbacks  
D. Streetscape Design  
E. Building Mass

# Public Forum Summary

- Where are we at?
- What could change / shouldn't change?
- How could change occur?

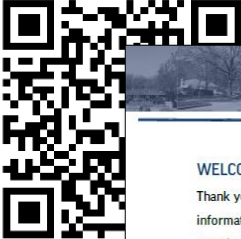
## Questionnaire Responses

- Total responses: 523
  - Paper – 84
  - Online - 439
- Approximately 60% completion rate for online (i.e. 35% to 45% did not complete all questions and just filled in open comments.)
- 32% provided comments to Q7 (“other concerns”) and 40% provided comments to Q11 (“additional comments”)



**Community Housing Questionnaire**

Thank you for attending tonight's housing forum. Please take a few minutes to review the information provided and fill out the Community Housing Questionnaire by following the QR code below.



Thank you for your feedback! An discussion

**WELCOME TO PUBLIC FORUM #2**

Thank you for attending tonight's housing forum. Please take a few minutes to review the information provided and fill out this questionnaire. City staff are present to answer any questions regarding the information being presented. Your feedback will inform discussions currently being held by the Planning Commission and City Council regarding the future of housing in Prairie Village. Specifically, potential changes to the R-2, R-3, R-4, and the commercial and mixed-use districts.

**Questions**

1. Have you ever participated in previous public sessions that address housing issues (like the Open House from the Comprehensive Plan)?  
\_\_\_ Yes      \_\_\_ No
2. Which types of housing are appropriate for the R-2, R-3, and R-4 districts? See Design Board for definitions of elements. *(Select all that apply)*

	R-2	R-3	R-4
A. Duplex - 6k sq. Ft. Lot			
B. Small lot houses - 3k sq. Ft. Lot			
C. Small lot houses - 2.5k sq. Ft. Lot			
D. Row houses - 1.5k sq. Ft. Lot			
E. Apartment - small			
F. Apartment - medium			
G. Apartment - large			

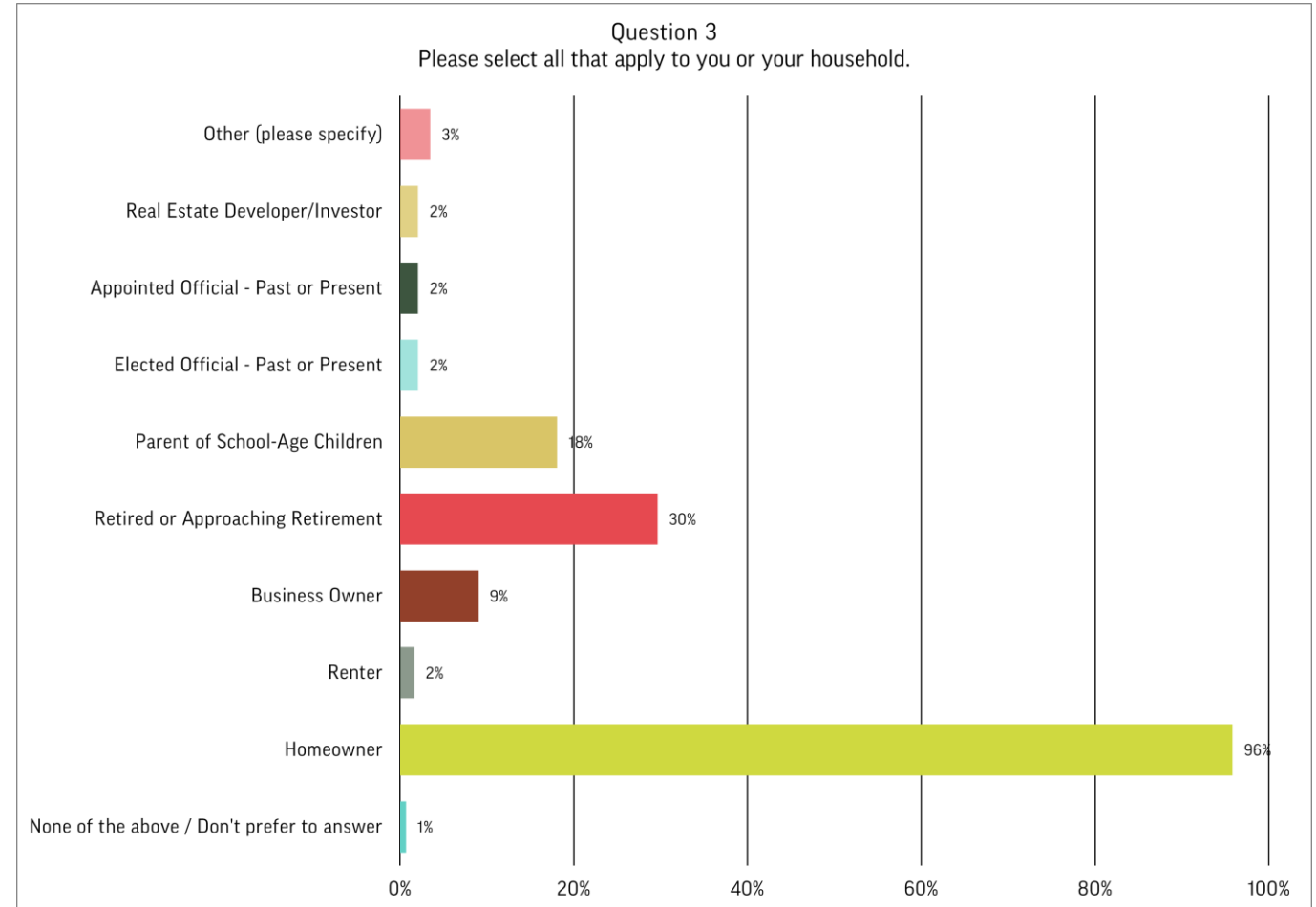
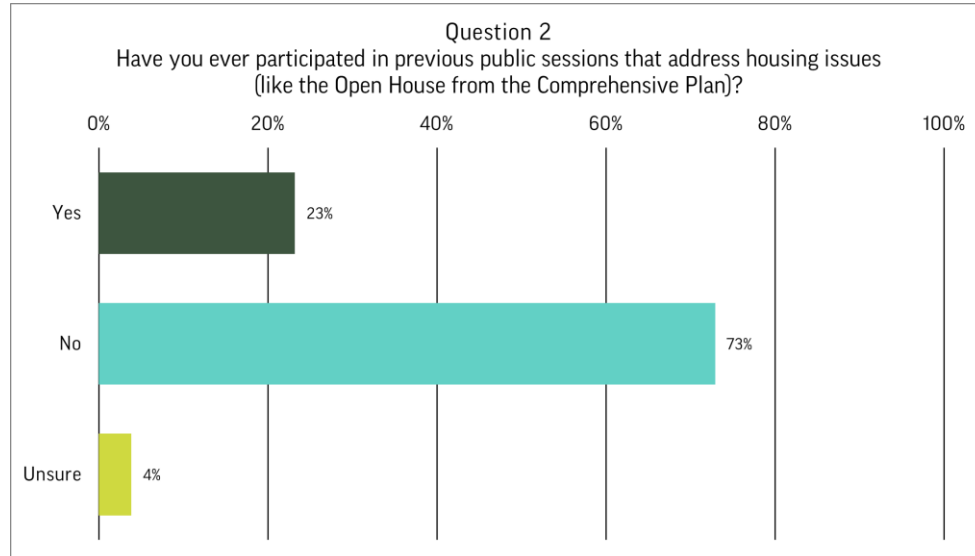
**PRAIRIE VILLAGE KANSAS**

**PRAIRIE VILLAGE KANSAS**

1



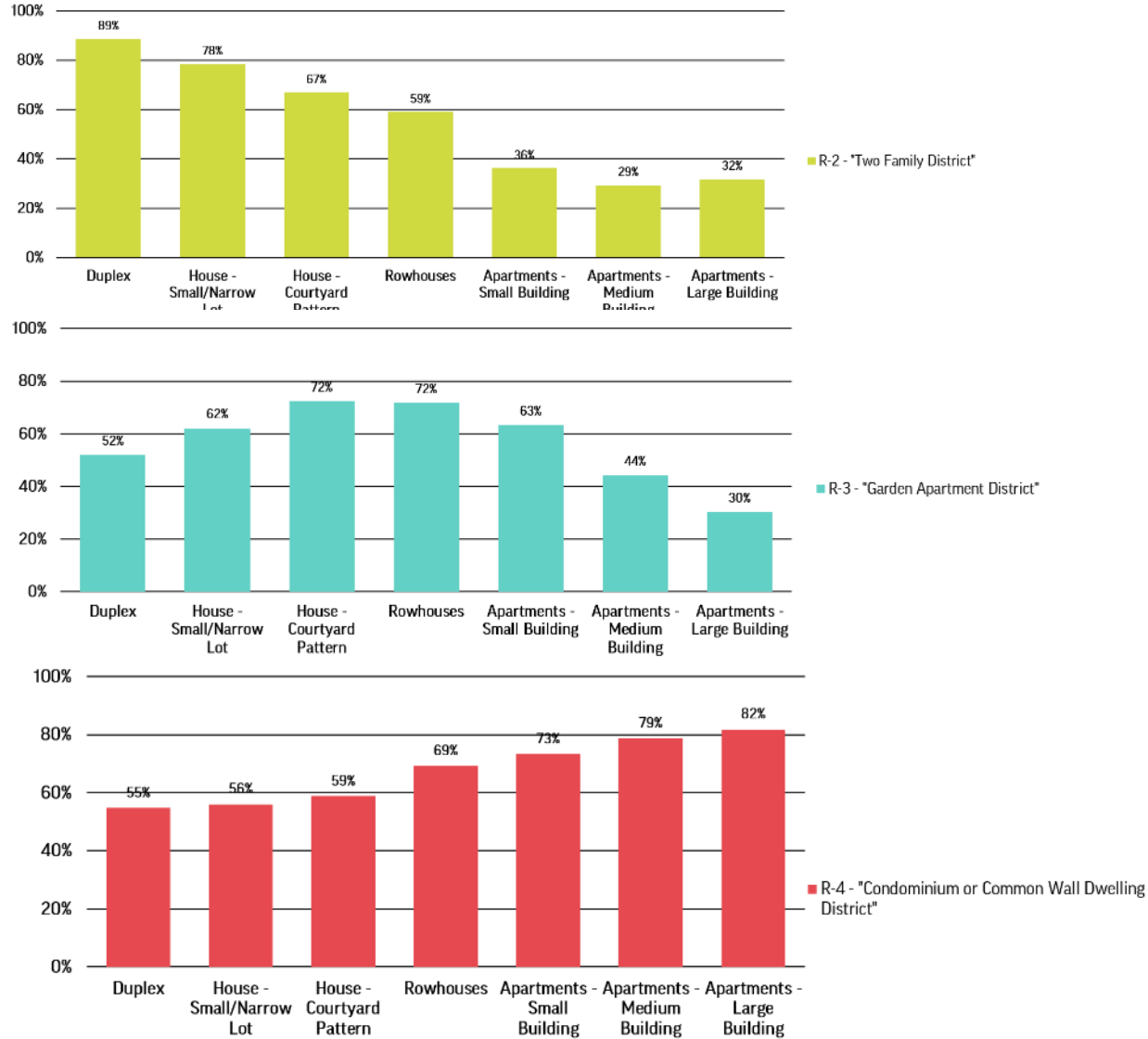
# Public Forum Summary



# Public Forum Summary

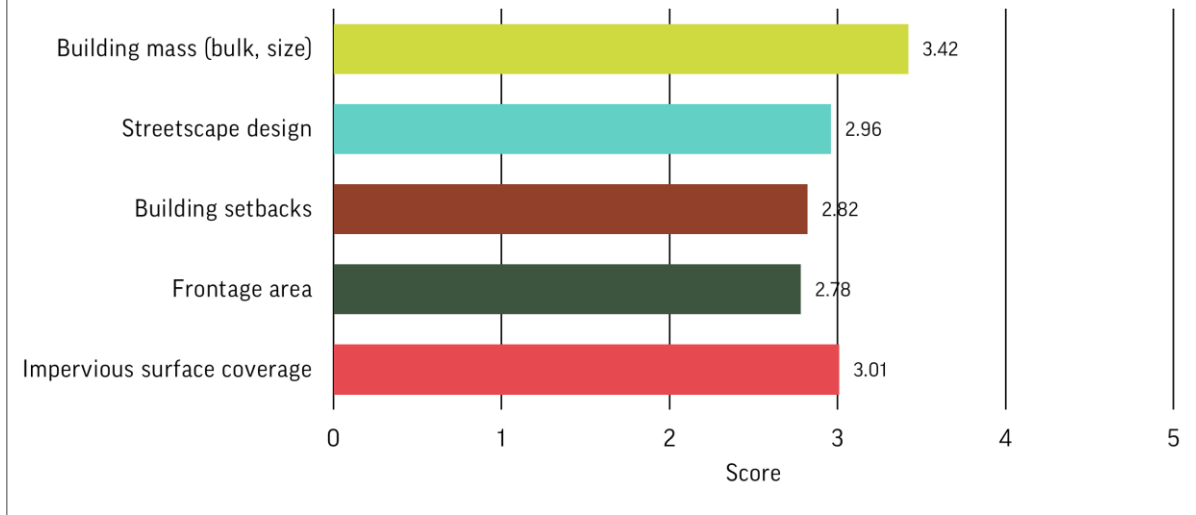
## Question 4

Please review the conceptual housing types, Zoning Map, and location of existing multifamily zoning districts for Prairie Village. Which types of housing are appropriate for the existing multifamily districts (R-2, R-3, and R-4)? Select all that apply.



## Question 5

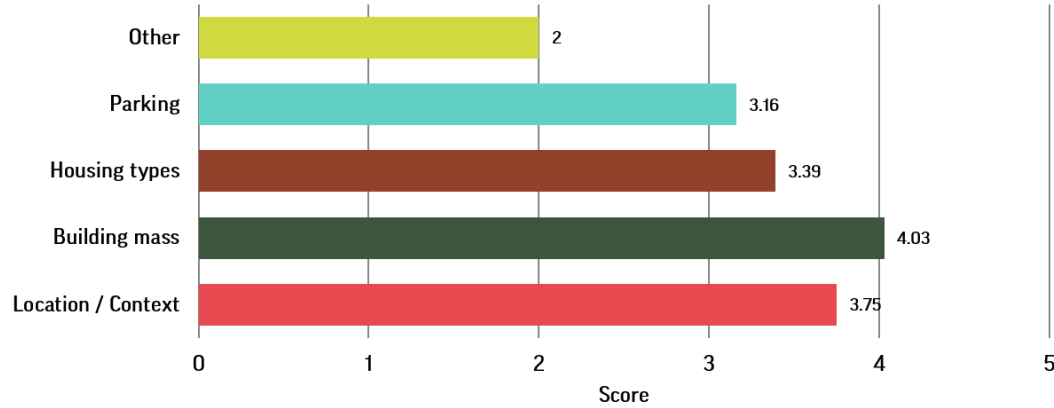
What design elements are most important to address in creating higher density housing appropriate for Prairie Village within the R-2, R-3, or R-4 districts? Please rank your preferences from 1 - highest priority to 5 - lowest priority.



# Public Forum Summary

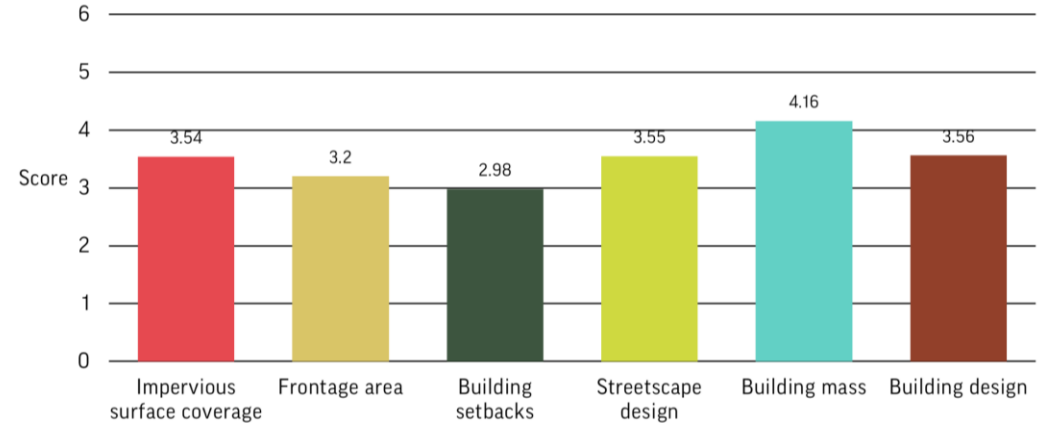
## Question 6

Do you have concerns with the mixing of residential uses in commercial use districts? If so, what are those concerns? Please rank your topic of concern from 1 – highest concern to 5 – lowest concern. If you are not concerned about the specific topic, please check "N/A".



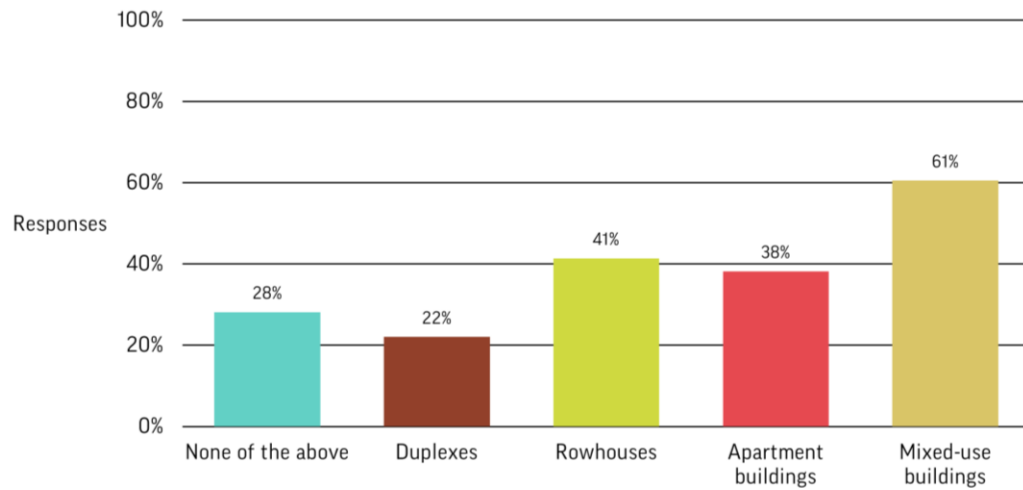
## Question 9

What design elements are most important to address in creating higher density housing appropriate for Prairie Village with the C-0, C-1, C-2, or MXD districts? Please rank your preferences from 1 – highest priority to 6 – lowest priority.



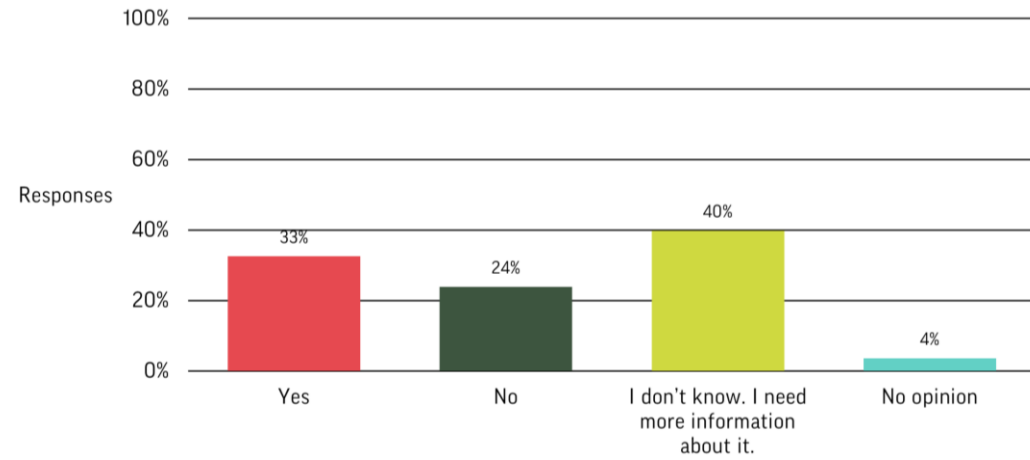
## Question 8

Which types of housing are appropriate to incorporate with commercial uses? Please select all that are appropriate or select None.



## Question 10

Would the introduction of a Public Space Network within the R-2, R-3, R-4, and Commercial Districts assist in the protection of neighborhood character for multifamily development and the adjacent neighborhoods?



# Public Forum Summary

## Open-ended Comments

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### Q7: Other Concerns Not Listed

- 126 respondents (31.7% of the 523)
- 28 mentioned wanting no change
- 22 discussed housing options – 11 were pro/interested; 11 were against/concerned
- 37 discussed building massing and design
- 24 discussed impacts such as infrastructure, parking, safety.
- 9 discussed walkability and bike ability
- 9 discussed themes on the natural environment
- 16 discussed things not related to the questions or the open house topics

### Q11: Additional Comments

- 212 respondents (40.5% of the 523)
- 76 mentioned wanting no change
- 53 discussed housing options – 47 were pro/interested; 7 were against/concerned
- 49 discussed building massing and design
- 40 discussed impacts such as infrastructure, parking, safety.
- 15 discussed walkability and bike ability
- 7 discussed themes on the natural environment
- 51 discussed things not related to the questions or the open house topics

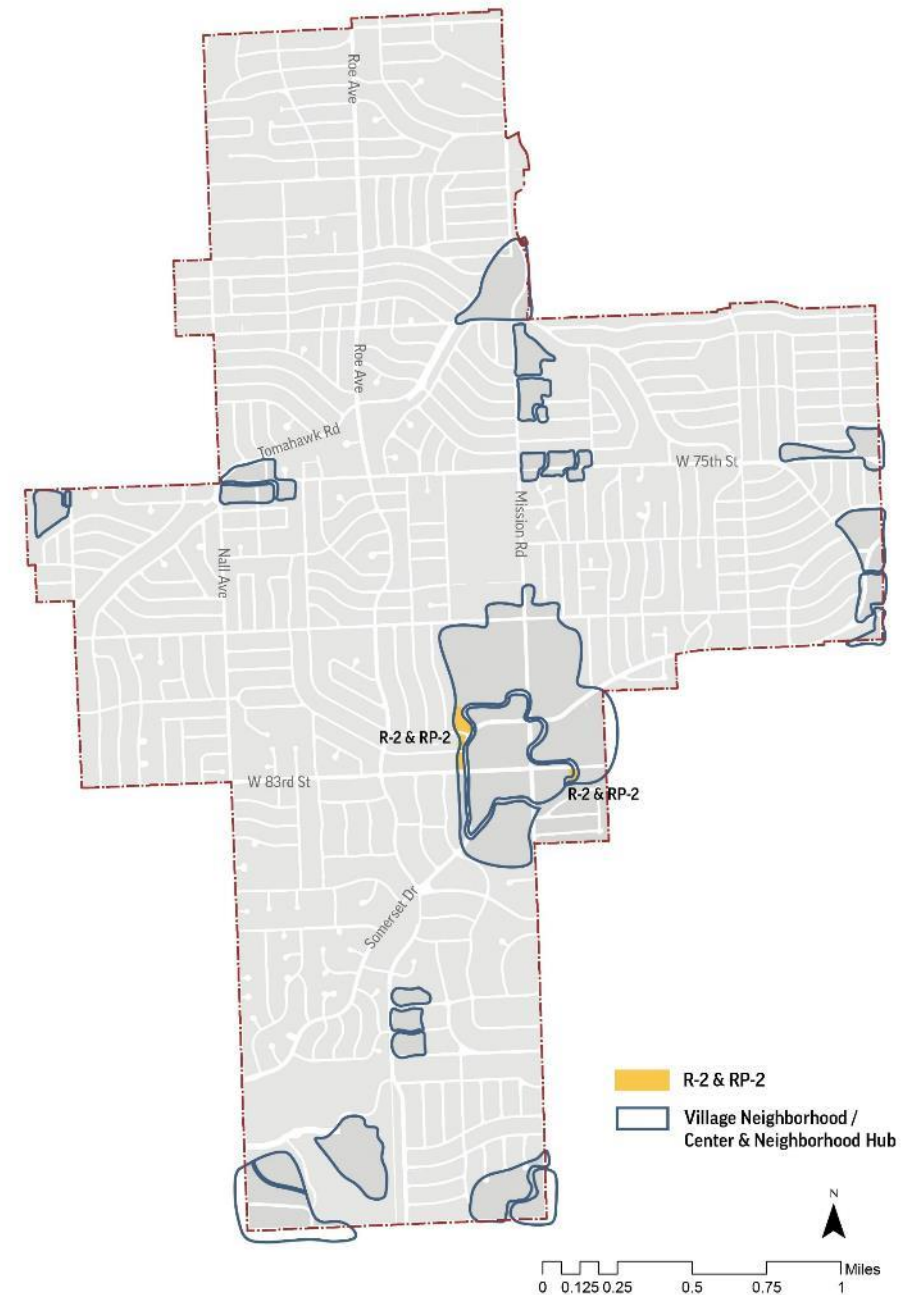
# R-2

## Current Standards

- 9.6K s.f. lot (4.8K / unit)
- 30% max. lot coverage
- 2-unit buildings only; (1-unit buildings comply with R-1A – 10K s.f. lots)
- 1,100 s.f. minimum unit size
- 35' / 2.5 story max. height

## Options

- ❑ No change
- ❑ Allow more “house-scaled” options:
  - Detached houses (smaller lots, courtyard patterns, etc.)
  - Duplexes on smaller lots
  - Row Houses
  - Other



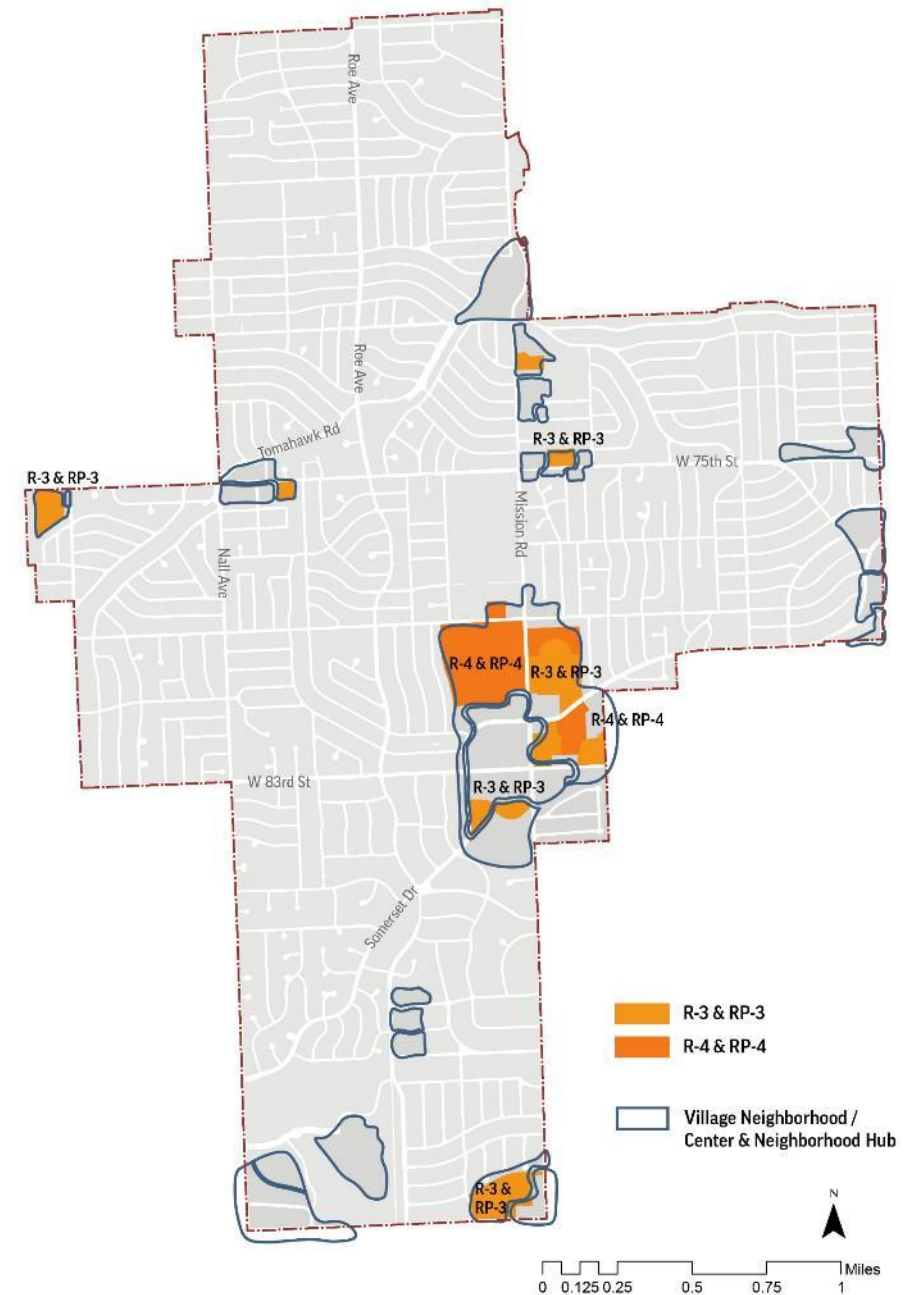
# R-3 & R-4

## Current Standards

- 2.5K s.f. / unit (R-3); 3.5K s.f. / unit (R-4)
- 20% max. lot coverage (R-2); 30% (R-4, and elsewhere in R-3)
- 35' / 2.5 story max. height

## Options

- No change
- Create greater distinctions in scale / intensity between R-3 / R-4
  - Units / acre
  - Lot size / project scale
  - Lot coverage
  - Height
  - Other building type / scale standards
- Improve criteria for planned applications



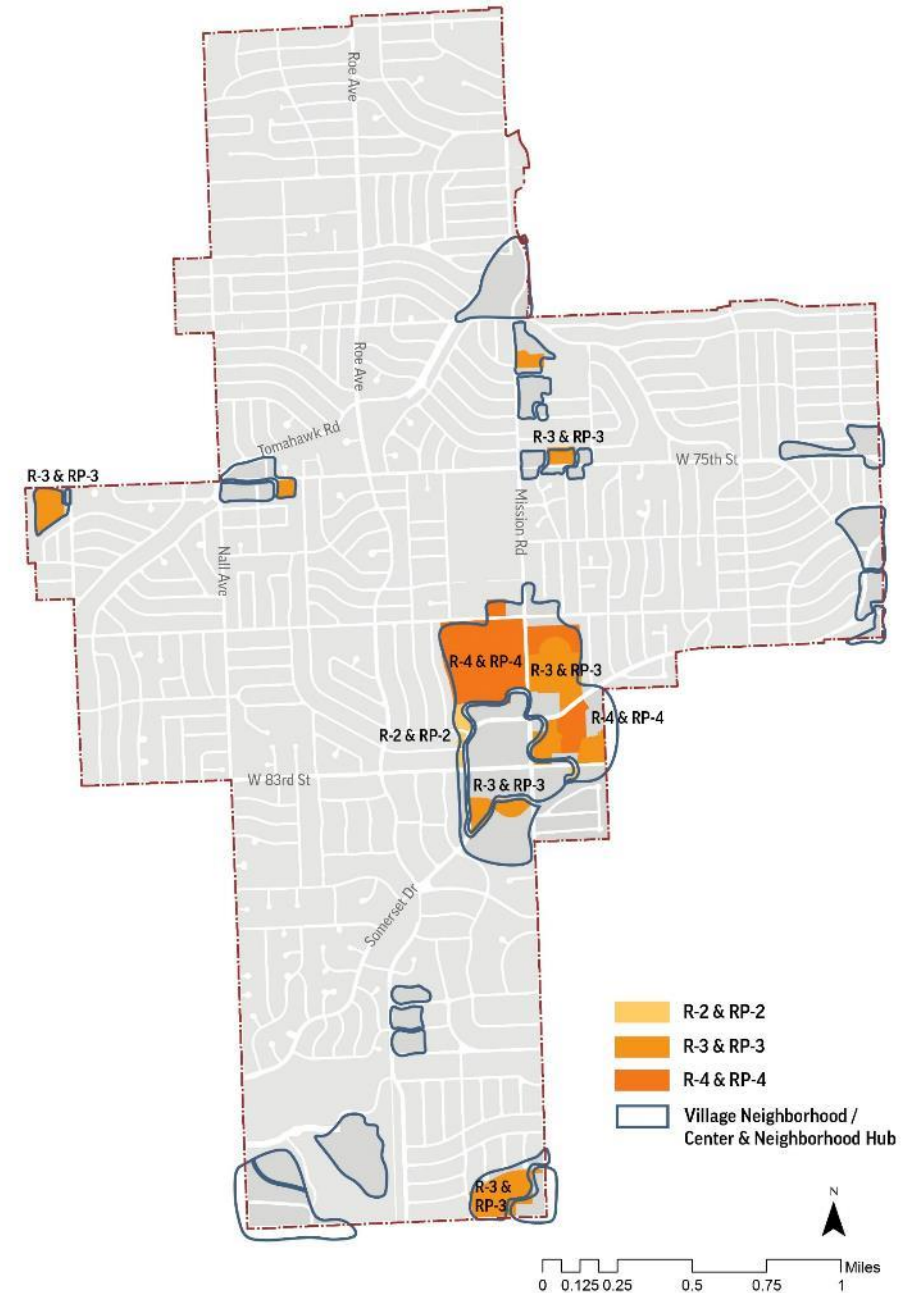
# R-2, R-3, & R-4 Design

## Current Standards

- No standards

## Options

- ❑ No change
- ❑ Consider similar approach as R-1A & R-1B
  - Streetscape
  - Frontages (building placement, landscape, car/access/parking limits)
  - Building Massing (wall planes, blank wall limits, transparency)
  - Site plan review for exceptions
- ❑ More defined site plan review / architectural review
- ❑ Incorporate into “planned zoning” approach



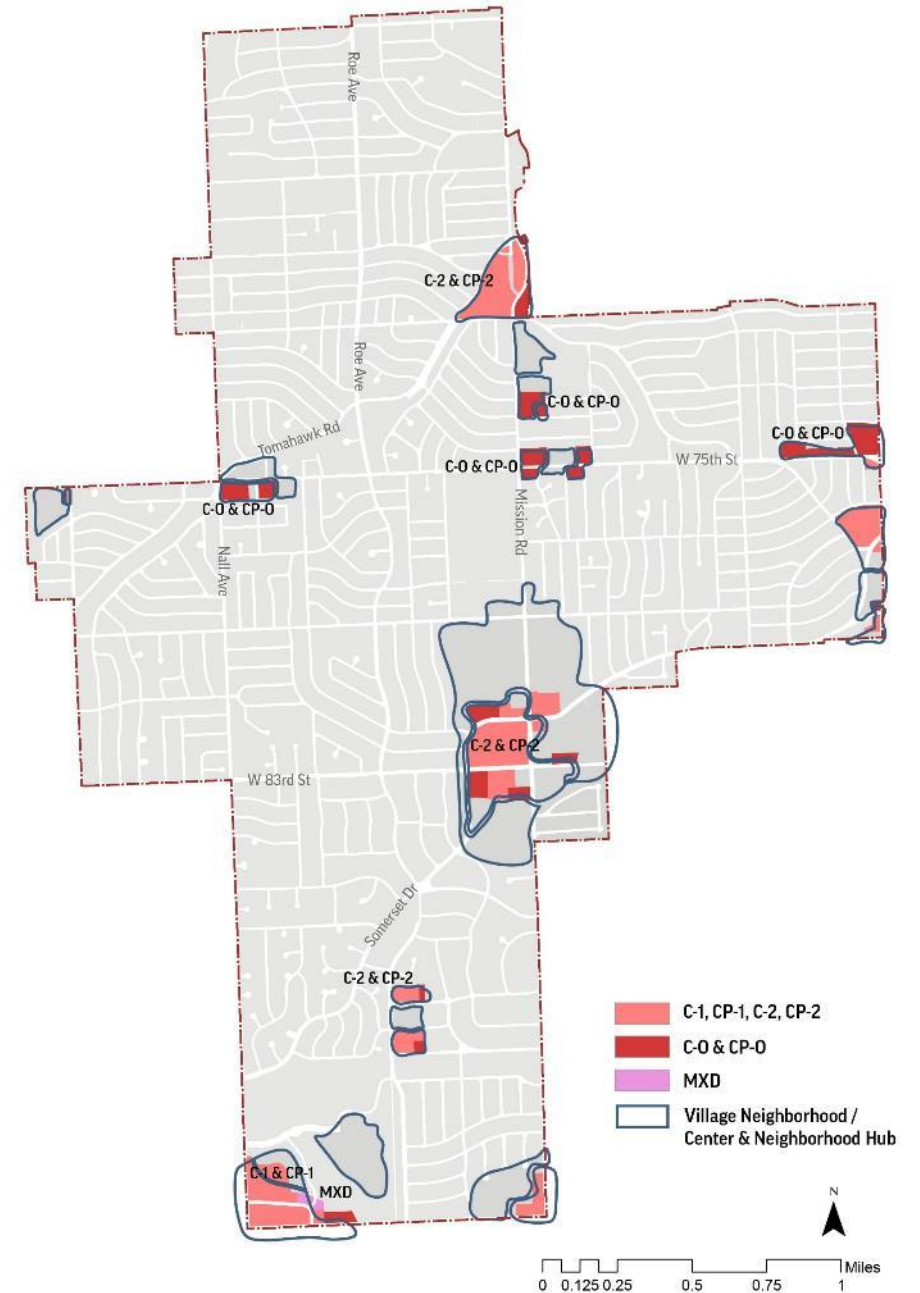
# C-O, C-1, C-2, & MXD

## Current Standards

- C-O
  - Residential buildings follow R-1 – R-3 standards
  - Nonresidential height limit 35'
- C-1 & C-2 – no residential uses permitted
- MXD – few standards; subject to discretionary plan approvals

## Options

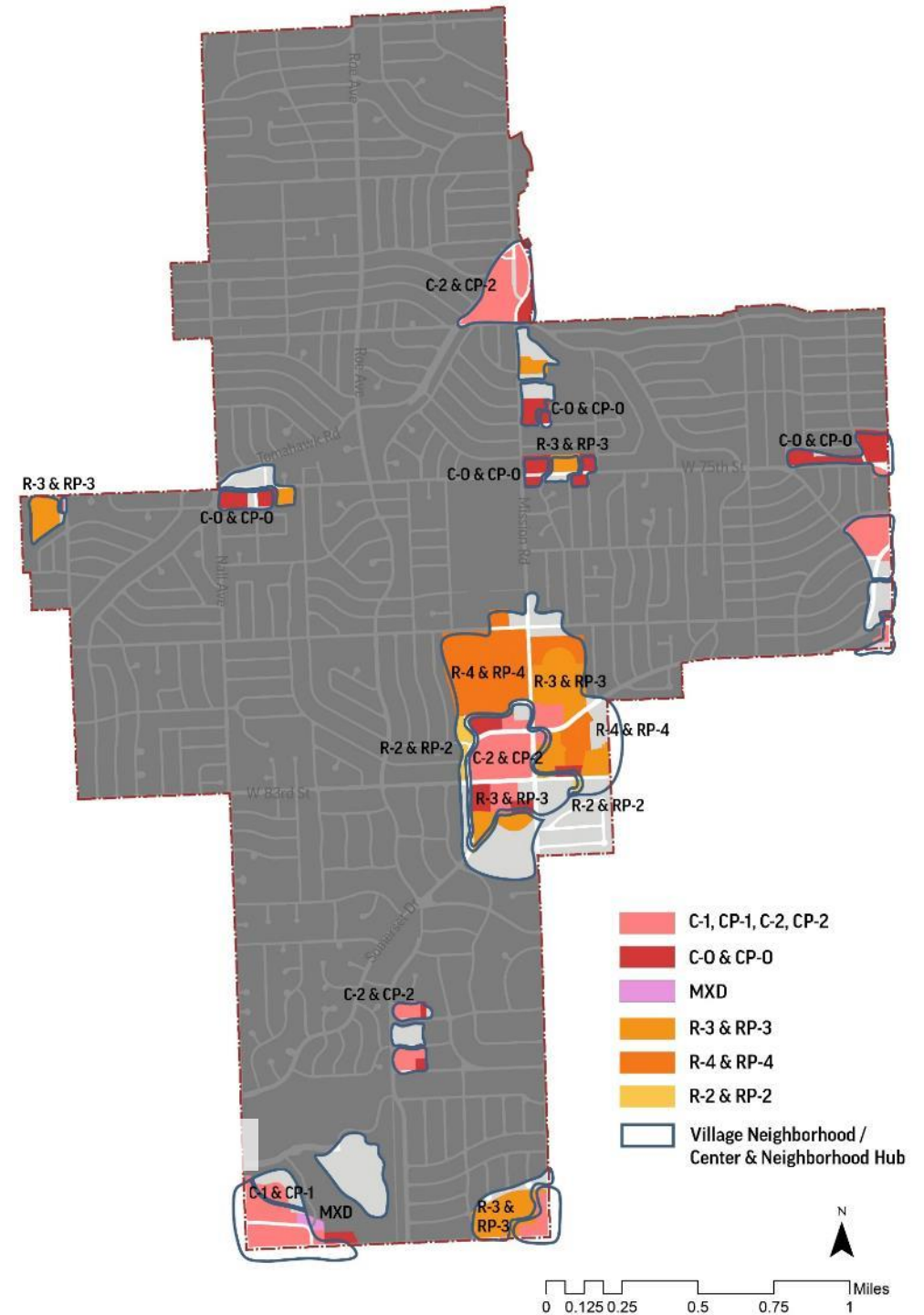
- ❑ No change
- ❑ Target C-O residential options to more compact / walkable (i.e. monitor R-2 through R-4 updates)
- ❑ Consider residential in C-1 or C-2
  - Only if mixed-use project / building
  - Residential only as part of broader mix of uses in district / center
- ❑ Improve criteria for planned applications (MXD and/or residential in C-1 or C-2)





## Zoning Ordinance Updates

1. Discussion / Public engagement  
*(Option: dependent on issues)*
2. Notice - public
3. Planning Commission public hearing
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# Housing Policy – Work Session 1

## Discussion



**The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday August 23, 2023, in the Prairie Village City Hall MPR.**

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

**Members in attendance:**

Greg Shelton (Co-chair), Ashley Freburg (Staff Liaison), Travis Carson, Johanna Comes, Rich Dalton, Dave Huyett, Penny Mahon, and Warren Smith.

**Approval of the Agenda**

Warren moved to approve the agenda. Penny seconded the motion. All in favor.

**Approval of the June 2023 Meeting Minutes**

Johanna moved to approve the minutes. Penny seconded the motion. All in favor.

**Old Business:**

**JazzFest**

Greg reviewed plans for the September 9th JazzFest. Rich and Penny have volunteered for the 3 - 5:30 time slot and Dave, Magda, and Warren have volunteered for the 5:30 to close slot. Ashley will send out an email to volunteers, closer to the time, about being able to pick up free-entry badges for the event. It was decided that posters for EC general information (used at VillageFest) and Recycle Right (to be provided by Brandon Hearn with Johnson County Department of Health and Environment) will be used, as well as the Monarch photo prop. Since there are still handouts and thermostat funds available, thermostat giveaway information will be provided. Brandon will also be providing a Recycle Right corn-hole game activity.

**Go Green**

Greg noted that we would need one or two EC representatives to the Go Green event and noted we would need to find a replacement for McKenna as liaison to this group.

**Recycle Right**

Brandon Hearn, with Johnson County Department of Health and Environment, gave a presentation on results so far of his Recycle Right education program for Prairie Village. Monday and Tuesday pickup routes were surveyed, but then the program was suspended so Brandon could provide the service in another community. Brandon included additional notes regarding completion in Mission Woods and in-progress Edgerton surveys. He noted they are also attempting to work with school districts and HOAs. The survey involves the affixing of tags to recycling bins of where improper recycling is identified by a cursory inspection of the bin. The tags identify 6 common issues seen with a notes section for more detailed descriptions or complimentary notes. Results so far for Prairie Village have shown a more than 99% decrease in issues with recycling bin content, when a follow-up survey is done. The Committee and Brandon discussed common mistakes in recycling and the public response.

**New Business:**

**Climate Action KC**

Travis and Magda won the drawing of names for attending the Climate Action KC event. Penny noted that she had already arranged volunteering for attendance at the event.

## 2024 Initiatives

Greg noted topics that are being considered for inclusion in the Committee's 2024 Initiatives, which include: questioning inclusion of (exotic) animals in VillageFest petting zoo, wood burning stoves/fireplaces, and use of Google's Environmental Insights Explorer. Greg shared information regarding, and displayed, Google's Environmental Insights Explorer. Discussion of potential initiatives for the 2024 Committee will be part of our next meeting.

## Announcements

The Tree Board is working on having a tree/plant sale in coordination with a Plaza group.

Keramida will provide a wrap-up presentation to the City Council in September.

Evergy's energy efficiency program was approved by the KCC, so incentives for smart thermostats are coming to Kansas rate payers. The rate case is on a separate docket and is still pending.

## Adjourn

Penny made a motion to adjourn the meeting. Rich seconded the motion. All in favor. **The meeting adjourned at 6:57 p.m.**

## Prairie Village Diversity Committee Agenda

September 12, 2023

4:00 p.m.

### Prairie Village City Hall – Multi-Purpose Room

- **Call to Order** – Chi
- **Attendance** – Chi, Courtney, David, Dennis, Etienne, Hazel, Karen, Rachael, Tim, Captain Washington, George
- **Approval of Agenda**
  - Karen and George with motion, all approved
- **Land Acknowledgment**
  - Chi provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** - Chi
- **Approval of Meeting Minutes (4/11/23)**
  - Rachael and Karen with motion, all approved
- **Presentations** – None
- **Public Participation**
  - 2 people joined
  - Lily (sp?); interest in committee; transitioning in moving from LA back here; invested in diversity work to make PV welcoming
  - Andy Rhondin (sp?); SMSD dual-language efforts, partial immersion program interest in events/opportunity to collaborate and help get the word out; Roeland Park reached out about having them attend an event which is why he came to PV
    - Add to agenda for next month on ways to help
    - Courtney, potential topic for City Council?
- **Committee Discussion**
  - **MLK Planning has already started** – George
  - **Jazz Fest** – George
    - Police participation felt positive, event went well
  - **JoCo Pride event** – Hazel
    - 10/8 At SarCoPark in Lenexa if anyone can go
- **Liaison Updates**
  - **Citizen Advisory Board** – None
  - **Civil Service Board** – Capt. Washington
    - Focusing on diverse workforce
    - Trying new resourcing tool/website
- **Project/Event Updates**
  - **Village Voice/Social Media discussion** – Chi
    - Submit ideas to Chi
      - Lily might be next
  - **Interpretive Panel** – David
    - Had to revisit and get more photos, draft is now in progress

## Prairie Village Diversity Committee Agenda

September 12, 2023

4:00 p.m.

### Prairie Village City Hall – Multi-Purpose Room

- **Discuss Antisemitism event debrief** – Chi
  - Approx. 50 people attended
  - Marketing completed by JCRB (Sarah), more than our typical list
  - Included interactive discussion
  - Feedback: lots of info in short time; talked very fast
- **UCS Roundtable event** – 9/13 1:00-3:00
  - Chi attending & will share notes next time
- **Old Business**
  - **Discuss indigenous people’s event** – Chi
    - Discuss budget – goal is to stay under \$4,500 if possible (at \$3,967)
      - Vote – leave at this, or approve added funds
        - Karen and Courney motion – all approved
    - Chi met w/ Manny King, KS Indian Center for poet (not confirmed)
    - Still trying to include representation from one/more PV tribes
    - Planned for October 1, 2023 (2:30-4:30pm)
    - Sub-committee meeting 9/12/2023
- **New Business**
  - None
- **Looking Ahead 2023**
  - September
    - National Hispanic Heritage month (9/15-10/15)
  - October
    - Indigenous People’s Celebration (10/1)
    - Committee meeting (10/10)
  - November
    - Native American Heritage month
    - Committee meeting (11/14)
  - December
    - Committee meeting (12/12) – retreat?
      - Tim needing confirmations that 12/12 approach will work; will send one more email for confirmations
      - Organize event ideas in advance? Sub-committee, Rachael & Hazel
        - Plan out event w/ dates where possible, to be able to have a handout that shows all 2024 events? Not just diversity but city events too
        - Key dates throughout year to earmark events or outreach?
          - Try to plan full year
          - Town hall ideas: mental health

## **Prairie Village Diversity Committee Agenda**

**September 12, 2023**

**4:00 p.m.**

### **Prairie Village City Hall – Multi-Purpose Room**

- Send reminder for group to share ideas (One way email bcc with reminder)
- **Information Items or Announcements** – None
- **Adjournment**
  - Karen and Hazel with motion, all approved

**PARKS AND RECREATION COMMITTEE**  
**5:30 p.m., September 13, 2023**  
**City Hall – Multi Purpose Room**

**MINUTES**

**Attendance**—Chairperson Terrence Gallagher, Vice-Chairperson Lauren Wolf, Committee members: Matthew Geary, Randy Knight, Diane Mares, Jayme Merklein, Matthew Moeder, Jay Moorman, Lauren Ozburn; Staff: Meghan Buum, Wes Jordan, Melissa Prenger

**Public Participation**—EJ Cook stated she was a Prairie Village resident of 30+ years and an avid pickleball player and has played at Windsor Park the last two Saturdays and it was beautifully done. Ms. Cook believes the hours should be limited before spending money on noise screens. Parking is problematic as people are coming from all over the metro.

**Chairperson’s Report** – Mr. Gallagher reported that the budget went for public hearing last week. Ms. Wolf shared that the Windsor Park restroom recently broke ground.

**Recreation Report** – Assistant City Administrator Meghan Buum reported that the 2023 pool and recreation season came to a successful close, with more detailed information to be presented in October.

**Public Works Report**—Ms. Buum reported on behalf of field superintendent James Carney:

Since July 14th, crew members have logged 845 work hours (and counting) on tasks specific to the storm event. Repairs to damages to City property in parks are still in-progress at these locations:

- McCrum Park – fence (damaged), swing set (destroyed)
- Municipal Campus – basketball goal (damaged)

Public Works has submitted over \$64,000 in personnel and equipment costs to FEMA and the State of Kansas for reimbursement. Johnson County as a whole has met the threshold for the Governor to declare the event a disaster; and it is now forwarded to the President. Unknown time frame of when the event might be declared a disaster by the President, thereby making it possible for the City to be reimbursed. Many more hours are still to be worked because of this event, mostly by City Arborist Bridget Tolle as she manages the replanting and replacement of damaged trees.

Prairie Village was honored to host the candlelight vigil for the fallen Fairway Police Officer. City personnel spent a significant amount of time planning and prepping for the event on short notice. While a sad occasion, the design incorporating a stage area in the Skate Park worked well for this type of event.

When Melissa built the new shelter and restrooms at Taliaferro Park, she included an upgraded water service to allow for irrigation. The Grounds Crew recently completed the installation of irrigation for the sports field in the northeast corner of the park.

The crew leader for the Grounds Crew is working on nature play replacements at McCrum Park and routine refreshing of the “Kiddie Cushion” play surface mulch in playground areas will begin this month.

Old tennis court rules signs and the red/yellow park signs are being removed little-by-little throughout the parks.



Melissa Prenger updated the committee on ongoing parks projects:

- Windsor Park restroom construction began in late August.
- Harmon Park construction has just started following JazzFest, beginning with the protection of the historic trail. The practice court and parking lots will be closed soon. The practice court was planned to be relocated to the north side of the courts, but will now be determined as part of the community center dialogue. Temporary backboards will be installed on the side fences to temporarily replace practice courts.
- Harmon restrooms and existing playground will remain open to the public during this process.

### **Consent Agenda**

Meeting Minutes — Diane Mares moved to approve the minutes from the May 10, 2023 committee meeting. Jay Moorman seconded the motion and it passed unanimously.

### **New Business**

1. Pickleball discussion – Meghan Buom provided brief background information about the feedback regarding pickleball noise at Windsor Park. Most people have been grateful for the amenity but hope to see some changes made to dampen noise. Emails received were circulated to the committee. The Prairie Village Police Department has received no formal sound complaints.

Melissa Prenger had a conversation with Pickleball Sound to conduct a pickleball sound assessment. They will consider the following options specific to Prairie Village:

- No cost mitigation include encouragement or requirement of a specific paddle type or limiting hours at the park through posted hours or signing.
- Mitigation efforts that do include cost include adding white noise with a fountain, or installing acoustic fences on the residential sides ranging from \$16k to \$40k.

Randy Knight asked if it could be compared to other local courts like Meadowbrook. Ms. Prenger stated that they would also have to conduct a study at those courts as well. She will contact their team to see if similar studies were conducted there to have comparable data. Mr. Knight stated that the parking is of a greater concern to him than the noise.

Jay Moorman clarified that the sound dampening fencing options only included the two residential sides. Ms. Prenger confirmed. Mr. Moorman stated that he believed that requiring a specific paddle would be unsuccessful and difficult to enforce.

Mr. Gallagher asked about including the other sides. Ms. Prenger stated that the analysis would include those recommendations. The north and east sides were just for cost estimates.

Matt Moeder stated that this isn't just a Prairie Village problem. He questioned how effective the sound curtains would be. Ms. Prenger stated that it depended on the materials selected.

Diane Mares asked how it would increase the heat on the courts. Ms. Prenger stated that it would limit air flow so we'd look for reasonable mitigation placed in the proper location to still allow for a breeze. Ms. Mares asked if we could do the same sound analysis at Harmon Park which is also striped

for pickleball. Ms. Prenger stated that it would require an additional cost since they are very site specific.

Mr. Gallagher asked for approval of \$2,200 to perform the sound study of the pickleball courts at Windsor Park. The committee agreed to unanimously.

Ms. Wolf stated she mostly hears from early risers who feel like their morning peace has been disturbed. While it is not substantially louder in the morning, it is more noticeable since there is less ambient noise occurring (mowers, traffic, etc).

Lauren Ozburn shared that this new amenity really changed the character of the park and she was contacted by someone who feels very strongly about the issue. She would like to see case studies regarding which sound mitigation efforts are the most effective.

Mr. Gallagher outlined options:

- Do nothing: The committee agreed that this was not an appropriate solution.
- Change hours through posted signages and lights: The current times are 7 a.m. – 11 p.m. The 7 a.m. start times allows for cooler play and people to play before work. Currently, the main issues seem to primarily be in the morning. Ms. Wolf emphasized that the hours are essentially an honor system. Mr. Knight stated that Meadowbrook had to put locks on the courts to enforce that 7 a.m. time frame and people cut them off. Ms. Wolf suggested following the construction noise ordinance.

Jay Moorman moved to parallel the pickleball courts to the construction noise ordinance. Diane Mares seconded the motion and it passed unanimously.

- Natural mitigation efforts through fast growing evergreens – Ms. Prenger stated that she has discussed this with the arborist. The committee liked this solution as a possible solution following the sound study. There is an annual planting budget that could absorb this. The committee would like to know how much this would cost to mitigate the sound.
- Resetting to tennis would be around \$40,000, which is the same as the sound mitigation.
- New restrooms should block sound to the east.

The committee has also received feedback from residents on lack of parking. Ms. Prenger stated this is exacerbated right now due to the restroom construction crews that takes up 2-4 parking stalls each day. There is legal parking along Windsor Drive and it will be difficult to add additional parking to this area. Ms. Wolf believes this is just a growing pain that will be worked through in time. Mr. Gallagher stated that increased police patrol can ensure people are legally parked.

2. Park signs and branding – Ms. Prenger reviewed the status of the park signage project. She shared the third artist we were waiting for declined to work on the project due to scheduling issues. The artist renderings shared at the May meeting were reviewed again. The committee provided feedback to Ms. Prenger. Frank Norton's first option was the preferred map with more people and open space. The construction component of this project will go out to bid over the winter for spring installation.

The branding document will go to the City Council for approval following committee approval. This doesn't mean all parks will be identical, but cohesive themes will be used throughout the system.

Randy Knight moved to approve the parks branding document. Matt Moeder seconded the motion and it passed unanimously.

3. Other – Diane Mares shared that she's received multiple complaints about the lack of shade at Wassmer Park. She enquired about planting trees or installing shade structures. Ms. Prenger stated that it would take several decades to get shade from trees and a shade structure would likely need to be added to the CIP. She also brought up the toilets won't flush when the power is out. Public Works is aware of the issue and will be returning to manual flush toilets. Ms. Mares asked about the heat that comes off pour in place surface for inclusive play areas. Ms. Prenger stated that there are significantly more trees that will be around the playground at Harmon and Franklin has a significant tree canopy.

### **Information Items**

#### *Meeting Schedule*

- October 11, 2023
- November 8, 2023

**Adjournment—7:15 p.m.**

**Prairie Village Jazz Fest 2023**  
**Committee Meeting**  
Tuesday September 28, 5:30 p.m.  
Multipurpose Room

Attendees

Dave Robinson	City Council Liaison
J.D. Kinney	Special Events Coordinator, Committee Chair
Mike Polich	Infrastructure Chair

**Committee Chair's Report**

Revenue from Jazz Fest 2023 is as follows:

Paid admission: \$12,206.75

Adult Beverages: \$11,458.00

Other beverages: \$263.05

Tips and other donations: \$554.73

Estimated total attendance based on adult admissions was 4,200

General feedback is that Jazz Fest 2023 was a very successful event. Weather conditions were excellent. We will require more credit/debit card terminals at the beverage tent and at the main entrances. Dave Robinson suggested that a lunch or reception event for the Jazz Fest Committee members to thank them for a job well done and to celebrate the success of Jazz Fest 2023 should be considered.

**Talent**

Want to consider bringing back an artist meet and greet area.

**F&B**

Taste of Italy did not participate. They gave no notice of their intent prior to the event and have not communicated with us since.

Due to the unexpected lack of one food truck, customer lines were long but attendees seemed to take it in stride.

All other food trucks reported excellent results and many restocked food to accommodate the crowds. Drainage from Water One Quench Buggy flowed into the beer tent. A different location for the Quench Buggy should be considered.

**VIP Area**

Well attended, want to include County and State officials in the VIP invitation list going forward

**Infrastructure**

A fence perimeter surrounding the skate park should be planned for future years to keep children out of the skate park during the performances.

Temporary low level lighting along the hill sidewalk might improve safety. No incidents reported, though.

Need more temporary trash and recycling receptacles.

**Marketing**

Even with warm weather, we still disposed of unused fans. Could probably reduce quantity to 1,000.

**City Committees/Exhibitor Tents**

PV Foundation expressed interest in selling more branded Jazz Fest items as a fundraiser in the future

The meeting concluded at 5:55 p.m.

Respectfully submitted: JD Kinney

# Activity Report | 3rd Quarter 2023



## ***PROUDLY SERVING***



***MISSION • PRAIRIE VILLAGE • ROELAND PARK  
FAIRWAY • WESTWOOD • WESTWOOD HILLS  
MISSION WOODS • MISSION HILLS***

In this issue:

- Service Calls Report
- Training
- Community News and Events
- Achievements & Accomplishments



### 3<sup>rd</sup> Quarter 2023

Medical/Assist Calls	947
Fire Calls	882
Total Calls for Service	1829
Training Hours	2865
PR/Educational Activities	34

## **CFD2 FIRE TRAINING**



Crews performing in-house hose training.



Practicing connecting the hoses on a regular basis, saves time when every second counts on a fire scene.



RIT training in a home that was donated for use to train in, before they complete renovations. RIT means 'Rescue Intervention Team' (aka RIC - Rescue Intervention Crew), which are dedicated crews to perform rescue efforts of firefighters in Mayday or emergency situations, in which the firefighter(s) are in trouble.



More fire operations training in the donated house. We are appreciative to the home owner for allowing CFD2 to train before they complete renovations. These donated homes allow CFD2 to train on actual tactics used in real life situations.



Firefighters recently participated in driver training/class. Our very own Apparatus Operator Angus Duff teaches the required class to newer firefighters, so they can become relief drivers.

## COMMUNITY NEWS and EVENTS

### OCTOBER IS FIRE PREVENTION MONTH!!

With October being fire prevention month, our crews are scheduled and ready to visit several schools in the CFD2 district, to teach fire safety to grades K-2nd. See some tips below, to make sure YOU are prepared during an emergency, such as a fire.



# Let's go over a few fire safety tips...



- Check smoke detector batteries twice a year; replace detectors over 10 years old
  - If a citizen cannot afford and/or is physically unable to install smoke detectors safely, CFD2 will provide smoke detectors and/or install them. (Limited quantities and restrictions apply). CFD2 will also change batteries in smoke detectors in hard-to-reach places.
- Have an escape plan for emergencies. Share and practice with your family/coworkers.
- Keep a fire extinguisher to use, in case of a small fire. Call 911 EVERY TIME!
- Dispose of hot coals, ashes and other fire involved material, well away from any fences/structures. It's best to let them cool completely, before disposing of them or removing them from a fire safe container.

## PRs, Station Visits and More!









William and his mom stopped by one of our stations on 9/11 to drop off some cookies. Captain Gossman got William in a helmet and bunker coat. We might be biased, but it looks like he could have a future in the fire service!

## ON THE JOB



July was a busy month for our Firefighters! 2 storms came through and caused significant damage and power outages. Firefighters worked around the clock and some even came in on their days off, to ensure the safety of our citizens. We are thankful there weren't any serious injuries and are even more thankful for our dedicated firefighters!

### Achievements & Accomplishments

Congratulations to Katie O'Connor on completing all the necessary classes and certifications to become a full-time firefighter and completing the CFD2 internship. Please help us congratulate Katie on becoming the next CFD2

Firefighter!



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Johnson County Consolidated Fire District No.2 | 913-432-1105 | ContactUs@cfid2.org |  
www.cfid2.org

STAY CONNECTED



Visit our website

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# PRAIRIE VILLAGE

## THIRD QUARTER CRIME REPORT - 2023

	2019	2020	2021	2022	2023	Average	2023+/-
<b>Calls For Service</b>							
Calls By Officers	5,363	4,960	5,123	5,941	6,380	5,553.4	826.6
Calls By CSOs	728	832	738	748	788	766.8	21.2
<b>Calls For Service Total</b>	<b>6,091</b>	<b>5,792</b>	<b>5,861</b>	<b>6,689</b>	<b>7,168</b>	<b>6,320.2</b>	<b>847.8</b>
<b>Offenses</b>							
Burglary Residence	15	12	15	14	16	14.4	1.6
Aggravated Burglary	4	3	12	6	6	6.2	-0.2
Burglary Business / Church / Other	0	2	2	3	1	1.6	-0.6
Arson	0	0	0	0	0	0.0	0.0
Assault / Battery	64	47	69	62	54	59.2	-5.2
Criminal Damage	57	65	57	83	79	68.2	10.8
Forgery	6	5	7	5	9	6.4	2.6
Fraud	34	50	42	62	59	49.4	9.6
Homicide	0	1	1	0	0	0.4	-0.4
Rape	2	2	3	2	3	2.4	0.6
Robbery	3	2	3	3	1	2.4	-1.4
Sex Offenses	5	6	7	4	5	5.4	-0.4
Trespassing	7	10	7	0	1	5.0	-4.0
Weapons Violations	8	8	4	3	7	6.0	1.0
<b>Offenses Total</b>	<b>205</b>	<b>213</b>	<b>229</b>	<b>247</b>	<b>241</b>	<b>227.0</b>	<b>14.0</b>
<b>Thefts</b>							
All Other Theft	33	40	27	35	42	35.4	6.6
Auto Theft	19	24	42	44	33	32.4	0.6
Shoplifting	19	17	14	21	18	17.8	0.2
Theft from Building	30	23	23	21	36	26.6	9.4
Theft from Motor Vehicle	49	43	67	81	30	54.0	-24.0
Theft of Motor Vehicle Parts	7	9	14	14	16	12.0	4.0
<b>Thefts Total</b>	<b>157</b>	<b>156</b>	<b>187</b>	<b>216</b>	<b>175</b>	<b>178.2</b>	<b>-3.2</b>
<b>Arrests</b>							
Alcohol Related	23	24	19	14	7	17.4	-10.4
Drug Arrests	77	71	51	49	61	61.8	-0.8
DUI	79	83	93	78	78	82.2	-4.2
<b>Arrests Total</b>	<b>179</b>	<b>178</b>	<b>163</b>	<b>141</b>	<b>146</b>	<b>80.7</b>	<b>65.3</b>
<b>Accidents</b>							
No Injury	224	115	131	132	150	150.4	-0.4
Injury	42	36	48	46	50	44.4	5.6
Hit and Run Accidents	39	20	22	19	29	25.8	3.2
Private Property	33	5	2	1	0	8.2	-8.2
Fatal	0	0	0	0	0	0.0	0.0
<b>Accidents Total</b>	<b>338</b>	<b>176</b>	<b>203</b>	<b>198</b>	<b>229</b>	<b>228.8</b>	<b>0.2</b>

	2019	2020	2021	2022	2023	Average	2023+/-
<b>Crime Prevention</b>							-
Open Door (Garage / Car)	230	453	393	278	249	320.6	-71.6
Residence Checks	145	68	50	61	66	78.0	-12.0
House Checks	303	141	206	298	441	277.8	163.2
<b>Crime Prevention Total</b>	<b>678</b>	<b>662</b>	<b>649</b>	<b>637</b>	<b>756</b>	<b>676.4</b>	<b>79.6</b>
<b>Miscellaneous</b>							-
Failure to Yield	0	0	67	52	99	43.6	55.4
Medical Calls	356	345	388	600	921	522.0	399.0
Mental Health Total	100	259	208	164	207	187.6	19.4
Traffic Stops	6,687	4,413	6,273	3,926	5,506	5361.0	145.0
<b>Miscellaneous Total</b>	<b>7,143</b>	<b>5,017</b>	<b>6,936</b>	<b>4,742</b>	<b>6,733</b>	<b>6,114.2</b>	<b>618.8</b>



# MISSION HILLS

## THIRD QUARTER CRIME REPORT - 2023

	2019	2020	2021	2022	2023	Average	2023+/-
<b>Calls For Service</b>							
Calls By Officers	1,114	1,011	1,003	1,264	1,274	1,133.2	140.8
Calls By CSOs	55	63	48	85	72	64.6	7.4
<b>Calls For Service Total</b>	<b>1,169</b>	<b>1,074</b>	<b>1,051</b>	<b>1,349</b>	<b>1,346</b>	<b>1,197.8</b>	<b>148.2</b>
<b>Offenses</b>							
Burglary Residence	6	1	10	8	7	6.4	0.6
Aggravated Burglary	4	1	8	4	2	3.8	-1.8
Burglary Business / Church / Other	1	0	0	0	0	0.2	-0.2
Arson	0	0	0	0	0	0.0	0.0
Assault / Battery	1	8	5	3	5	4.4	0.6
Criminal Damage	6	10	16	20	22	14.8	7.2
Forgery	1	0	1	0	0	0.4	-0.4
Fraud	6	4	7	22	7	9.2	-2.2
Homicide	0	0	0	0	0	0.0	0.0
Rape	0	0	0	0	0	0.0	0.0
Robbery	0	0	0	0	0	0.0	0.0
Sex Offenses	0	0	0	1	0	0.2	-0.2
Trespassing	1	1	0	0	0	0.4	-0.4
Weapons Violations	0	0	0	0	2	0.4	1.6
<b>Offenses Total</b>	<b>26</b>	<b>25</b>	<b>47</b>	<b>58</b>	<b>45</b>	<b>40.2</b>	<b>4.8</b>
<b>Thefts</b>							
All Other Theft	6	3	3	5	4	4.2	-0.2
Auto Theft	5	9	13	17	5	9.8	-4.8
Shoplifting	0	0	0	0	1	0.2	0.8
Theft from Building	4	6	3	5	3	4.2	-1.2
Theft from Motor Vehicle	6	19	15	31	19	18.0	1.0
Theft of Motor Vehicle Parts	0	0	2	3	2	1.4	0.6
<b>Thefts Total</b>	<b>21</b>	<b>37</b>	<b>36</b>	<b>61</b>	<b>34</b>	<b>37.8</b>	<b>-3.8</b>
<b>Arrests</b>							
Alcohol Related	5	6	3	0	1	3.0	-2.0
Drug Arrests	11	9	13	7	3	8.6	-5.6
DUI	18	19	8	11	8	12.8	-4.8
<b>Arrests Total</b>	<b>34</b>	<b>34</b>	<b>24</b>	<b>18</b>	<b>12</b>	<b>12.2</b>	<b>-0.2</b>
<b>Accidents</b>							
No Injury	26	13	14	14	20	17.4	2.6
Injury	1	5	5	2	2	3.0	-1.0
Hit and Run Accidents	5	4	2	4	4	3.8	0.2
Private Property	1	0	0	1	0	0.4	-0.4
Fatal	0	1	0	0	0	0.2	-0.2
<b>Accidents Total</b>	<b>33</b>	<b>23</b>	<b>21</b>	<b>21</b>	<b>26</b>	<b>24.8</b>	<b>1.2</b>

	2019	2020	2021	2022	2023	Average	2023+/-
<b>Crime Prevention</b>							-
Open Door (Garage / Car)	164	138	98	84	98	116.4	-18.4
Residence Checks	68	51	31	53	23	45.2	-22.2
House Checks	385	175	371	254	420	321.0	99.0
<b>Crime Prevention Total</b>	<b>617</b>	<b>364</b>	<b>500</b>	<b>391</b>	<b>541</b>	<b>482.6</b>	<b>58.4</b>
<b>Miscellaneous</b>							-
Failure to Yield	0	0	18	8	23	9.8	13.2
Medical Calls	24	22	33	52	55	37.2	17.8
Mental Health Total	8	20	19	21	27	19.0	8.0
Traffic Stops	2,562	1,448	1,864	1,594	2,177	1929.0	248.0
<b>Miscellaneous Total</b>	<b>2,594</b>	<b>1,490</b>	<b>1,934</b>	<b>1,675</b>	<b>2,282</b>	<b>1,995.0</b>	<b>287.0</b>

# PRAIRIE VILLAGE / MISSION HILLS

## THIRD QUARTER CRIME REPORT - 2023

	2019	2020	2021	2022	2023	Average	2023+/-
<b>Calls For Service</b>							
Calls By Officers	6,477	5,971	6,126	7,205	7,654	6,686.6	967.4
Calls By CSOs	783	895	786	833	860	831.4	28.6
<b>Calls For Service Total</b>	<b>7,260</b>	<b>6,866</b>	<b>6,912</b>	<b>8,038</b>	<b>8,514</b>	<b>7,518.0</b>	<b>996.0</b>
<b>Offenses</b>							
Burglary Residence	21	13	25	22	23	20.8	2.2
Aggravated Burglary	8	4	20	10	8	10.0	-2.0
Burglary Business / Church / Other	1	2	2	3	1	1.8	-0.8
Arson	0	0	0	0	0	0.0	0.0
Assault / Battery	65	55	74	65	59	63.6	-4.6
Criminal Damage	63	75	73	103	101	83.0	18.0
Forgery	7	5	8	5	9	6.8	2.2
Fraud	40	54	49	84	66	58.6	7.4
Homicide	0	1	1	0	0	0.4	-0.4
Rape	2	2	3	2	3	2.4	0.6
Robbery	3	2	3	3	1	2.4	-1.4
Sex Offenses	5	6	7	5	5	5.6	-0.6
Trespassing	8	11	7	0	1	5.4	-4.4
Weapons Violations	8	8	4	3	9	6.4	2.6
<b>Offenses Total</b>	<b>231</b>	<b>238</b>	<b>276</b>	<b>305</b>	<b>286</b>	<b>267.2</b>	<b>18.8</b>
<b>Thefts</b>							
All Other Theft	39	43	30	40	46	39.6	6.4
Auto Theft	24	33	55	61	38	42.2	-4.2
Shoplifting	19	17	14	21	19	18.0	1.0
Theft from Building	34	29	26	26	39	30.8	8.2
Theft from Motor Vehicle	55	62	82	112	49	72.0	-23.0
Theft of Motor Vehicle Parts	7	9	16	17	18	13.4	4.6
<b>Thefts Total</b>	<b>178</b>	<b>193</b>	<b>223</b>	<b>277</b>	<b>209</b>	<b>216.0</b>	<b>-7.0</b>
<b>Arrests</b>							
Alcohol Related	28	30	22	14	8	20.4	-12.4
Drug Arrests	88	80	64	56	64	70.4	-6.4
DUI	97	102	101	89	86	95.0	-9.0
<b>Arrests Total</b>	<b>213</b>	<b>212</b>	<b>187</b>	<b>159</b>	<b>158</b>	<b>92.9</b>	<b>65.1</b>
<b>Accidents</b>							
No Injury	250	128	145	146	170	167.8	2.2
Injury	43	41	53	48	52	47.4	4.6
Hit and Run Accidents	44	24	24	23	33	29.6	3.4
Private Property	34	5	2	2	0	8.6	-8.6
Fatal	0	1	0	0	0	0.2	-0.2
<b>Accidents Total</b>	<b>371</b>	<b>199</b>	<b>224</b>	<b>219</b>	<b>255</b>	<b>253.6</b>	<b>1.4</b>

	2019	2020	2021	2022	2023	Average	2023+/-
<b>Crime Prevention</b>							-
Open Door (Garage / Car)	394	591	491	362	347	437.0	-90.0
Residence Checks	213	119	81	114	89	123.2	-34.2
House Checks	688	316	577	552	861	598.8	262.2
<b>Crime Prevention Total</b>	<b>1,295</b>	<b>1,026</b>	<b>1,149</b>	<b>1,028</b>	<b>1,297</b>	<b>1,159.0</b>	<b>138.0</b>
<b>Miscellaneous</b>							-
Failure to Yield	0	0	85	60	122	53.4	68.6
Medical Calls	380	367	421	652	976	559.2	416.8
Mental Health Total	108	279	227	185	234	206.6	27.4
Traffic Stops	9,249	5,861	8,137	5,520	7,683	7290.0	393.0
<b>Miscellaneous Total</b>	<b>9,737</b>	<b>6,507</b>	<b>8,870</b>	<b>6,417</b>	<b>9,015</b>	<b>8,109.2</b>	<b>905.8</b>