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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, October 7, 2024
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

- National Arts and Humanities Month proclamation
- Electric scooter safety presentation
- Evergy presentation

VII. EXECUTIVE SESSION

VIII. 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 prior to 3 p.m. on October 7. Comments will be shared with Councilmembers prior to the meeting.

IX. 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 – September 16, 2024
2. Consider approval of expenditure ordinance #3042
3. Consider appointment to the Environmental Committee

4. Consider bid award for 2024 tree trimming program
5. Consider agreement with the City of Mission Hills to accept funds for the Mission Road, 63rd Street to 67th Street project

X. COMMITTEE REPORTS

- Insurance Committee
 - Consideration of 2025 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
Cindy Volanti
- Finance Committee
 - Discuss the recommendations of the Finance Committee regarding financial contributions from potential community center partners
Wes Jordan, Keith Bredehoeft, Jason Hannaman

XI. MAYOR'S REPORT

XII. STAFF REPORTS

XIII. OLD BUSINESS

XIV. NEW BUSINESS

COU2024-52 Consider amendment to Council Policy 29 – President of the Council
Alex Aggen

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

Consider short-term rental ban ordinance
Alex Aggen

XVI. ANNOUNCEMENTS

XVII. 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.

CITY OF PRAIRIE VILLAGE

Proclamation

National Arts and Humanities Month – October 2024

WHEREAS, the nation's 110,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 plus local arts agencies in communities across the country, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions and districts have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month; and

WHEREAS, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and

WHEREAS, the arts and humanities enhance and enrich the lives of every American, and play a unique role in the lives of our families, our communities, and our country; and

WHEREAS, cities and states, through their local and state arts agencies, which represent thousands of cultural organizations have celebrated the value and importance of culture in the lives of Americans and the health of thriving communities during National Arts and Humanities Month for many years; and

WHEREAS, the arts and culture industry also strengthens our economy by generating \$151.7 billion in total economic activity annually, \$29 billion in government revenue, and by supporting the full-time equivalent of five million jobs; and

WHEREAS, the arts and humanities are a vital part of the nation's economy, and the creative economy drives tourism, commerce, supports American workers, makes up 4.3% of the annual GDP and is a \$1.1 trillion industry.

NOW, THEREFORE, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim October as National Arts and Humanities Month in the City of Prairie Village, Kansas, and call upon our community members to celebrate and promote the arts and culture in our nation, and to specifically encourage greater participation by said community members in taking action for the arts and humanities in their towns and cities.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
SEPTEMBER 16, 2024**

The City Council of Prairie Village, Kansas, met in regular session on Monday, September 16, 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, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Reddell and passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Chief Roberson acknowledged Jennifer Wright, who was retiring from the police department after 25 years as an executive assistant.
- Chief Roberson presented Officer Alex Flores an award for valor and Officer Spencer Patrick a meritorious service award for their roles apprehending armed suspects in an attempted carjacking.
- Mayor Mikkelson read a proclamation recognizing Diaper Need Awareness Week. Susan Belger-Angulo, Co-Executive Director at Happy Bottoms, shared information about the need for diapers in the community.
- Mr. Graves read a proclamation declaring September 15 - October 15 as National Hispanic Heritage Month.



PUBLIC PARTICIPATION

- The following residents expressed their opposition to short-term rentals in the City:
 - Kate Kouba, 7633 Chadwick Street
 - Kathleen Johnson, 4508 W. 78th Street
 - Jim McGrath, 7178 Buena Vista Street
 - Dena Lasater, 7866 Howe Street
 - Karen Gibbons, 71st Street
 - Mary Cordill, 4904 W. 68th Street
 - Anna Gepson, 5313 W. 70th Street
 - Lynn Jenkins, Ward 4
 - Patrick Cohen, 68th Street
- Barbara Cantrell, 8236 Nall Avenue, shared frustration about signage in her yard being vandalized.
- Pam Justus, Ward 6, noted her concern about spending and the City budget.

CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes - September 3, 2024
2. Consider approval of revised city-state agreement with the Kansas Department of Transportation for Windsor Park trail project

Mr. Reddell made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- Mr. Dave Robinson provided a summary of the annual JazzFest event that had been held September 7, and thanked those who participated in making it successful.
- Mr. Reddell noted that a Ward 5 meeting would be held on September 26.
- Mr. Gallagher said that the Parks and Recreation Committee meeting scheduled later in the week had been cancelled.
- Mr. Graves stated that the Diversity Committee’s Hispanic Heritage Month celebration would be held on September 21. He added that a town hall meeting on voting rights would be held on October 10.



PRAIRIE VILLAGE KANSAS

- Mr. O'Toole shared information about the proposed remodeling of the former Macy's building at the Prairie Village shops that had been presented to the Planning Commission on September 10.
- Mr. Nelson stated that the Insurance Committee had met earlier in the day, and that the Arts Council's State of the Arts event had been held on September 11.

MAYOR'S REPORT

- The Mayor noted following events that had taken place since the September 3 Council meeting:
 - A Johnson County / Wyandotte County Mayors meeting on September 11
 - The annual Shawnee Mission East lancer day parade on September 13
 - An NAACP Freedom Fund dinner on September 15
 - A Prairie Village Foundation tree lighting committee meeting
 - A taco truck at the police department provided by the City of Mission Hills
- The Mayor shared the following upcoming events:
 - A Northeast Johnson County Mayors meeting On September 20
 - A Johnson County Library fundraising event on September 21
 - A Finance Committee meeting on September 23
 - A meeting with residents at Claridge Court
 - A Prairie Village Foundation meeting on September 24
 - A retirement ceremony for Jennifer Wright on October 4.

STAFF REPORTS

Mr. Jordan stated that representatives from Evergy would give a presentation at the October 7 council meeting, and that the police department would make a presentation about electric scooter safety.

OLD BUSINESS

None.

NEW BUSINESS

COU2024-49 Consider traffic calming on 90th Street from Somerset Drive to Roe Avenue

Mr. Bredehoeft said that residents along 90th Street wished to implement traffic calming measures and had met the requirements of the traffic calming program. The final petition indicated 75% of residents on the street supported installing measures, exceeding the 60% required. The proposal would include two speed tables installed between Somerset Drive and Roe Avenue. Mr. Bredehoeft noted that the tables would likely be installed in the fall



of 2024 with an approximate cost of \$20,000, which would be funded by the traffic calming CIP project.

Mr. Shelton made a motion to approve the installation of the traffic calming measures on 90th street from Somerset Drive to Roe Avenue. The motion was seconded by Mr. Reddell and passed unanimously.

COU2024-50 Consider approval of JM Fahey contract for Mission Road, 63rd Street to 67th Street (MIRD0009)

Mr. Bredehoeft stated that the council approved the City’s annual County Assistance Road System (CARS) Program submittal at its May 1, 2023, meeting, which included the joint Mission Road, 63rd Street to 67th Street improvement project which would be co-funded by the City of Mission Hills. The Johnson County Board of Commissioners approved the City’s submittal for funding.

On August 7, 2024, three bids were opened for the project:

- JM Fahey \$307,769.65
- McAnany Construction \$355,600.00
- Superior Bowen \$420,322.75
- Engineer’s Estimate \$402,353.00

Mr. Bredehoeft said that the engineer had evaluated the bids for accuracy and recommended awarding the project to JM Fahey Construction Company in the amount of \$307,769.65.

Mr. Nelson made a motion to approve the construction contract with JM Fahey Construction Company in the amount of \$307,769.65. The motion was seconded by Mr. Gallagher and passed unanimously.

Mr. Shelton 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 Mr. Gallagher and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

Mr. Gallagher made a motion to move the short-term rental discussion to the top of the agenda. Ms. Selders seconded the motion, which passed unanimously.

Short-term rental transient guest tax discussion



Ms. Lee stated that at its September 3 meeting, the council discussed a potential ban on short-term rentals (STRs). Before deciding, council requested more information on potential transient guest tax collections if the tax were applied to STRs.

Ms. Lee noted that charter ordinance 27 had been passed in November 2015, creating a 9% transient guest tax in anticipation of the opening of the Inn at Meadowbrook hotel. Charter ordinance 29 later replaced charter ordinance 27 to clarify that collections would be done by the City instead of the state. The ordinance also included language about a minimum number of rooms to qualify for the transient guest tax which appeared to have been done to preclude collections from STRs. She added that the ordinance would need to be modified if council sought to begin collecting the tax from STRs.

Ms. Lee said that staff projected the City could receive up to \$130,000 annually based on most recent sales tax collections. Estimates for prior years were closer to \$60,000, however, so the actual amount was somewhat uncertain. Any transient guest tax funds collected would be in addition to those already received from the Inn at Meadowbrook, which in 2023 totaled \$360,387.

Mr. Gallagher asked how transient guest taxes funds could be used by the City. Ms. Lee said that state statute dictated that the funds could be used for tourism and economic development; in the City's case, the funds had been used for committee activities, public art and public parks.

Mr. Graves made a motion to direct staff to develop a plan to restrict rentals to 30 days or greater and return to the committee with a formal recommendation for review. Ms. Selders seconded the motion.

Mr. Reddell stated that he felt current owners of STRs should be allowed to continue operating until their rental licenses expired. Mr. Graves suggested that staff could bring back options to present to council determining how to phase out existing STRs. Mr. Nelson said that he favored a specific date of expiration.

After further discussion, the motion passed unanimously.

COU2024-51 Consider approval of amendments to the municipal property tax rebate program

Mr. Shelton said that he believed the City's existing property tax rebate program, which primarily benefitted households of one to two people, should be modified to instead focus on families with dependent children. He proposed the following amendments to the program:

1. Family is defined as households with at least one dependent age 18 or under.



2. These applicants would be in the first tranche of applications considered for the tax rebate. If there are funds remaining after these households have been served, then households of two or fewer would be served in a second tranche.
 - a. The staggered award model would follow the same construct as the sustainability and exterior grant programs.
3. The program will refund up to 100% of a family's municipal tax bill and payouts will be made on a "least to most" basis to ensure the funds are able to support as many families as possible in our community.
 - a. If the balance of funds for the final qualifying applicant does not cover 100% of that resident's tax bill, then staff shall only disperse the funds if the rebate is equal to or greater than 50% of the resident's tax bill.
 - b. If the balance of funds is insufficient to cover 50% or more of the final qualifying applicant's tax bill, then those funds shall be retained and rolled over to the next fiscal year's fund for the property tax rebate program.
4. Update home valuation limit to be the prior year's average home value in Prairie Village plus 25% to ensure more families throughout the community can benefit from this targeted tax relief.
5. Update income requirements to ensure families with one or two incomes are able to participate. Given the aforementioned financial strain families are facing we should not discount the MFI for households with dependents age 18 and under.
 - a. The area median income (AMI) for our area is the benchmark for all households, and by discounting it we disproportionately exclude families that have a higher incomes and a higher financial burden by supporting dependents in their household.
 - b. Also, by resetting the scale at \$104,400 (current AMI for our area) we need to establish a new increment for each additional household member.
 - c. The simple math is to divide the \$104,400 by three, then add that amount (\$34,800) for each additional household member. This, or something like this, is more in line with the real, incremental impact of raising a family in today's market for household goods and services.

Mr. O'Toole said that he appreciated the simplicity of the existing program, and expressed concern that the addition of the proposed regulations would be burdensome for staff.

Mayor Mikkelson stated that he was not in favor of limiting senior citizens' access to the program.

Mr. Graves and Mr. Gallagher said that a mill levy rate reduction could be more impactful to residents.

After further discussion, no motion was made.

Discuss council president appointment process



Mr. Dave Robinson noted that the discussion was a continuation from the September 3 council meeting, at which consideration was given to changing the existing council president selection process. Historically, the councilmember with the most seniority that had not yet served as council president would be appointed to the position each year. However, the policy was not followed in 2023, as a vote was taken to elect Mr. Dave Robinson as president instead.

Mr. O'Toole said that he and Mr. Reddell had crafted a motion to elect the council president based on the following criteria:

- A. Has not served as president of the council during their current term
- B. Is not eligible to be president in year one of initial term
- C. Will not be from the same Ward as the current president
- D. Nominated and approved by a simple majority vote of the council
- E. The election will be scheduled for the first meeting held every year in January
- F. Cannot serve as president of the council for two consecutive years

Mr. O'Toole made a motion to direct staff to replace the existing language in the council president policy with the proposed criteria, and bring the policy back to council to consider at its next meeting. Mr. Nelson seconded the motion.

Mr. Cole Robinson asked how a president would be selected if a vote was split 6-6. Mayor Mikkelson said that the mayor would serve as a tiebreaker in such a situation.

Ms. Selders shared concern that the proposed selection process would generate divisiveness among councilmembers.

After further discussion, the motion passed 10-2, with Ms. Selders and Ms. Nguyen in opposition.

Mr. Gallagher moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 9:00 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 7, 2024

Copy of Ordinance
3042

Ordinance Page No. ____

An Ordinance Making Appropriate for the Payment of Certain Claims.
Be it ordained by the governing body of the City of Prairie Village, Kansas.

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

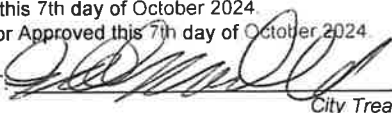
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
31250-31312	8/1/2024	842,294.76	
31313	8/6/2024	116,230.34	
31314-31330	8/9/2024	246,559.56	
31331-31402	8/16/2024	778,090.45	
31403-31410	8/23/2024	180,355.97	
31411-31477	8/30/2024	380,939.20	
Payroll Expenditures			
8/9/2024		538,471.13	
8/23/2024		491,265.08	
Electronic Payments			
Electronic Pmnts	8/1/2024	1,129.51	
	8/5/2024	24,906.95	
	8/6/2024	12,314.43	
	8/8/2024	61.90	
	8/9/2024	1,618.63	
	8/13/2024	6,855.27	
	8/15/2024	4,917.90	
	8/27/2024	50,871.34	
	8/31/2024	387,262.50	
TOTAL EXPENDITURES:			4,064,144.92
Voided Checks			
	Check #	(Amount)	
E Edwards	31343	(5,984.50)	
Teague Electric	31396	(335.00)	
Travelers	31408	(2,245.00)	
TOTAL VOIDED CHECKS:			(8,564.50)
GRAND TOTAL CLAIMS ORDINANCE			4,055,580.42

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

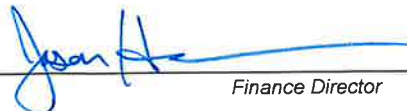
Passed this 7th day of October 2024.

Signed or Approved this 7th day of October 2024.

ATTEST:


City Treasurer

ATTEST:


Finance Director

Payroll Date:	8/9/2024
Total Amount ADP Debited From PV Accounts	\$ 447,990.69
M,N-(K) KPERS Employer	\$ 23,539.89
(K) KPERS Employee	\$ 13,766.00
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 172.59
M,N-(L) 457ER Employer	\$ 22,436.90
(L) DC457 Employee Contribution	\$ 14,727.30
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,720.51
(P) POLPEN Police Pension Employee	\$ 5,704.51
	<u>\$ 538,471.13</u>

Payroll Date:	8/23/2024
Total Amount ADP Debited From PV Accounts	\$ 404,249.19
M,N-(K) KPERS Employer	\$ 22,668.38
(K) KPERS Employee	\$ 13,256.31
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 172.59
M,N-(L) 457ER Employer	\$ 21,416.54
(L) DC457 Employee Contribution	\$ 14,268.82
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,215.20
(P) POLPEN Police Pension Employee	\$ 5,605.31
	<u>\$ 491,265.08</u>

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	<u>\$ -</u>

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	945	UMB Bank ACH	08/01/2024	0.00	1,129.51
31250	78	Affinis Corp	08/01/2024	0.00	60,076.75
31251	3380	All Copy Products Inc	08/01/2024	0.00	230.05
31252	490	Aqua Products KC	08/01/2024	0.00	134.40
31253	300	Athco	08/01/2024	0.00	955.00
31254	3316	Bellevue Branding LLC	08/01/2024	0.00	335.52
31255	156	Blue Cross Blue Shield of Kansas City	08/01/2024	0.00	132,138.16
31256	3089	Bob Allen Ford Inc	08/01/2024	0.00	1,432.36
31257	3853	Taylor Claeys	08/01/2024	0.00	2,500.00
31258	558	Clay & Bailey Mfg Co	08/01/2024	0.00	1,462.43
31259	605	Columbia Capital Management LLC	08/01/2024	0.00	8,662.01
31260	3370	Combes Construction LLC	08/01/2024	0.00	96,731.36
31261	3511	Nora Cooper	08/01/2024	0.00	2,520.00
31262	2007	Michelle DeCicco	08/01/2024	0.00	1,575.00
31263	158	Delta Dental of Kansas	08/01/2024	0.00	6,349.71
31264	3854	EE Reimbursement	08/01/2024	0.00	16.00
31265	256	Electronic Technology Inc	08/01/2024	0.00	2,702.20
31266	88	First Call	08/01/2024	0.00	999.19
31267	404	Foster Bros Wood Products Inc	08/01/2024	0.00	1,885.50
31268	268	George Butler Associates Inc	08/01/2024	0.00	28,187.32
31269	3781	Frank P. Gilman, PA	08/01/2024	0.00	1,366.00
31270	86	Goodyear Auto Service Center	08/01/2024	0.00	724.44
31271	384	GT Distributors	08/01/2024	0.00	510.62
31272	3856	Helen Hensley	08/01/2024	0.00	1,800.00
31273	3587	Elizabeth Hoots	08/01/2024	0.00	488.48
31274	1230	J&J Printing Inc	08/01/2024	0.00	1,108.00
31275	23	Johnson County Sherriff's Office Fiscal Uni	08/01/2024	0.00	5,270.00
31276	3732	K&M Office Products Inc	08/01/2024	0.00	3,289.88
31277	3570	Kansas CareNow Urgent care	08/01/2024	0.00	170.00
31278	489	Kansas City Junior tennis League	08/01/2024	0.00	1,380.00
31279	1168	Kaw Valley Engineering Inc	08/01/2024	0.00	322.50
31280	1923	KC Presort LLC	08/01/2024	0.00	24.75
31281	21	KU Midwest Occupational Health	08/01/2024	0.00	452.00
31282	375	League of Kansas Municipalities	08/01/2024	0.00	456.13
31283	213	Legal Record	08/01/2024	0.00	55.10
31284	92	Lexington Plumbing and Heating Company	08/01/2024	0.00	480.00
31285	561	Lincoln Commercial Pool Equipment	08/01/2024	0.00	706.42
31286	3302	Linde Gas & Equipment inc	08/01/2024	0.00	79.49
31287	3857	Michelin Mobility Intelligence Inc	08/01/2024	0.00	500.00
31288	2958	Midwest Shredding Service LLC	08/01/2024	0.00	100.00
31289	814	NGLIC National Guardian Life Insurance C	08/01/2024	0.00	985.56
31290	3843	Jason Olen	08/01/2024	0.00	2,500.00
31291	2072	Olsson Associates	08/01/2024	0.00	4,810.02
31292	277	PB Hoidale Co Inc	08/01/2024	0.00	1,167.60
31293	3545	Quality Plumbing Inc	08/01/2024	0.00	828.81
31294	2667	SiteOne Landscape Supply Holding LLC	08/01/2024	0.00	1,570.30
31295	2945	Smith Brothers Tree Service LLC	08/01/2024	0.00	670.00

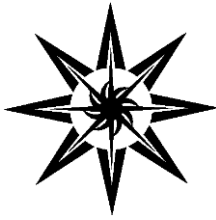
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31296	160	Standard Insurance Company-Div 0001 Lis	08/01/2024	0.00	3,086.17
31297	3798	Standard Insurance Company-Div 0003	08/01/2024	0.00	3,702.47
31298	72	Staples Business Advantage	08/01/2024	0.00	48.93
31299	2246	Superior Bowen Asphalt Company LLC	08/01/2024	0.00	408,504.68
31300	439	Sysco of Kansas City	08/01/2024	0.00	2,455.50
31301	438	Thomas M Finholm Jr	08/01/2024	0.00	662.40
31302	1740	Time Warner Cable	08/01/2024	0.00	143.66
31303	3512	TLDB Inc	08/01/2024	0.00	231.00
31304	2240	Karen L Torline	08/01/2024	0.00	1,500.00
31305	2568	TREKK Design Group LLC	08/01/2024	0.00	11,354.40
31306	950	UMB Bank-Trust Fees Dept	08/01/2024	0.00	16,814.09
31307	2047	United Rentals (North America) Inc	08/01/2024	0.00	412.00
31308	1042	Verizon Wireless	08/01/2024	0.00	2,551.29
31309	111	WaterOne	08/01/2024	0.00	184.61
31310	368	WEI H2O Kansas LLC	08/01/2024	0.00	6,709.00
31311	3801	Jodie Winfrey	08/01/2024	0.00	2,500.00
31312	99	Work Zone Inc	08/01/2024	0.00	725.50
Total for 8/1/2024:				0.00	843,424.27
ACH	9	Evergy - KCPL - ACH	08/05/2024	0.00	24,906.95
Total for 8/5/2024:				0.00	24,906.95
ACH	311	ADP Electronic Debit	08/06/2024	0.00	12,314.43
31313	256	Electronic Technology Inc	08/06/2024	0.00	116,230.34
Total for 8/6/2024:				0.00	128,544.77
ACH	1248	Bluefin Payment Systems	08/08/2024	0.00	61.90
Total for 8/8/2024:				0.00	61.90
ACH	310	Kansas Department of Revenue - "online pe	08/09/2024	0.00	1,618.63
31314	2392	Allegiant Networks LLC	08/09/2024	0.00	2,211.34
31315	2330	Allied Services LLC	08/09/2024	0.00	165,005.91
31316	2980	Enterprise FM Trust	08/09/2024	0.00	16,404.69
31317	2898	Evergy - KCPL	08/09/2024	0.00	650.75
31318	2666	Fiber Platform LLC	08/09/2024	0.00	700.00
31319	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	08/09/2024	0.00	922.50
31320	2723	Insight Public Sector Inc	08/09/2024	0.00	682.44
31321	1230	J&J Printing Inc	08/09/2024	0.00	761.70
31322	3732	K&M Office Products Inc	08/09/2024	0.00	4,060.00
31323	41	Kansas Gas Service	08/09/2024	0.00	38.07
31324	3760	Lauber And Associates Municipal Law LLC	08/09/2024	0.00	3,562.00
31325	213	Legal Record	08/09/2024	0.00	43.10
31326	498	Shawnee Mission School District	08/09/2024	0.00	70.00
31327	439	Sysco of Kansas City	08/09/2024	0.00	2,849.53
31328	438	Thomas M Finholm Jr	08/09/2024	0.00	607.20
31329	238	United Community Services of Johnson Co	08/09/2024	0.00	47,000.00
31330	1042	Verizon Wireless	08/09/2024	0.00	990.33
Total for 8/9/2024:				0.00	248,178.19
ACH	841	Elavon	08/13/2024	0.00	4,697.16
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	08/13/2024	0.00	2,081.43

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	841	Elavon	08/13/2024	0.00	76.68
Total for 8/13/2024:				0.00	6,855.27
ACH	9	Evergy - KCPL - ACH	08/15/2024	0.00	4,917.90
Total for 8/15/2024:				0.00	4,917.90
31331	2468	911 Custom LLC	08/16/2024	0.00	2,360.44
31332	2330	Allied Services LLC	08/16/2024	0.00	893.00
31333	534	Arbor Masters Tree & Landscape	08/16/2024	0.00	79,559.00
31334	3494	AT&T	08/16/2024	0.00	145.00
31335	2834	Bledsoe's Equipment Inc	08/16/2024	0.00	259.60
31336	3089	Bob Allen Ford Inc	08/16/2024	0.00	147.54
31337	431	CAS Commercial Aquatic Services Inc	08/16/2024	0.00	79.00
31338	3110	City Wide Maintenance Company Inc	08/16/2024	0.00	12,000.00
31339	3568	Consolidated Fire District 2	08/16/2024	0.00	1,100.00
31340	3511	Nora Cooper	08/16/2024	0.00	1,172.42
31341	2024	Custom Lighting Services LLC	08/16/2024	0.00	6,420.00
31342	2603	Mark T Duffy	08/16/2024	0.00	118.50
31343	244	E Edwards	08/16/2024	VOID	5,984.50
31344	245	Easy Ice LLC	08/16/2024	0.00	75.21
31345	1118	EE Reimbursement	08/16/2024	0.00	32.00
31346	119	EE Reimbursement	08/16/2024	0.00	32.00
31347	1401	EE Reimbursement	08/16/2024	0.00	80.00
31348	2342	EE Reimbursement	08/16/2024	0.00	32.00
31349	2457	EE Reimbursement	08/16/2024	0.00	48.00
31350	2458	EE Reimbursement	08/16/2024	0.00	80.00
31351	2462	EE Reimbursement	08/16/2024	0.00	80.00
31352	2979	EE Reimbursement	08/16/2024	0.00	32.00
31353	3099	EE Reimbursement	08/16/2024	0.00	32.00
31354	3721	EE Reimbursement	08/16/2024	0.00	32.00
31355	3858	EE Reimbursement	08/16/2024	0.00	32.00
31356	3863	EE Reimbursement	08/16/2024	0.00	32.00
31357	3866	EE Reimbursement	08/16/2024	0.00	284.97
31358	491	EE Reimbursement	08/16/2024	0.00	80.00
31359	256	Electronic Technology Inc	08/16/2024	0.00	606.50
31360	88	First Call	08/16/2024	0.00	515.74
31361	1886	GPS Insight LLC	08/16/2024	0.00	239.70
31362	384	GT Distributors	08/16/2024	0.00	499.50
31363	3449	HUB International Great Plains	08/16/2024	0.00	3,975.00
31364	2316	Integrity Locating Services LLC	08/16/2024	0.00	6,367.90
31365	3472	J Webb Inc	08/16/2024	0.00	47.50
31366	1986	JM Fahey Construction Co	08/16/2024	0.00	325,904.40
31367	694	Johnson & Wyandotte Counties Council of	08/16/2024	0.00	450.00
31368	3732	K&M Office Products Inc	08/16/2024	0.00	1,404.72
31369	41	Kansas Gas Service	08/16/2024	0.00	591.34
31370	1634	Kansas Heavy Const LLC	08/16/2024	0.00	240,913.12
31371	2335	Kansas One-Call System Inc	08/16/2024	0.00	486.00
31372	147	Kansas State Treasurer	08/16/2024	0.00	6,281.75
31373	1688	KC Custom Signs	08/16/2024	0.00	3,637.50
31374	3859	Michael Konovalske	08/16/2024	0.00	2,500.00
31375	97	Lawrence Pest Control Company Inc	08/16/2024	0.00	625.00
31376	213	Legal Record	08/16/2024	0.00	45.71
31377	3827	Leonardo US Cyber and Security Solutions	08/16/2024	0.00	995.00
31378	1605	Daniel R Mapes	08/16/2024	0.00	412.50
31379	536	McCarthy/Morse Chevrolet Inc	08/16/2024	0.00	481.49

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31380	340	Mill Creek Rifle Club Inc	08/16/2024	0.00	350.00
31381	2039	MJV-A LLC	08/16/2024	0.00	57.00
31382	281	Motorola Inc	08/16/2024	0.00	1,095.04
31383	2071	Optiv Security Inc	08/16/2024	0.00	124.50
31384	190	Pitney Bowes Lease	08/16/2024	0.00	210.18
31385	2141	Pre-Paid Legal Services Inc	08/16/2024	0.00	417.65
31386	2744	Pro Circuit Inc	08/16/2024	0.00	354.22
31387	207	Purchase Power	08/16/2024	0.00	214.99
31388	1007	Rejis Commission	08/16/2024	0.00	95.00
31389	2945	Smith Brothers Tree Service LLC	08/16/2024	0.00	12,650.00
31390	3435	Spencer Fane LLP	08/16/2024	0.00	1,003.00
31391	2308	Stanard & Associates Inc	08/16/2024	0.00	500.11
31392	1433	Sturgis Materials Inc	08/16/2024	0.00	54.98
31393	172	Sumner One	08/16/2024	0.00	233.00
31394	279	Sunflower Equipment LLC	08/16/2024	0.00	197.30
31395	439	Sysco of Kansas City	08/16/2024	0.00	472.02
31396	94	Teague Electric	08/16/2024	VOID 335.00	0.00
31397	2568	TREKK Design Group LLC	08/16/2024	0.00	23,659.25
31398	3103	TWAS Topco LP	08/16/2024	0.00	264.00
31399	4	Voice Products, Inc.	08/16/2024	0.00	5,831.12
31400	111	WaterOne	08/16/2024	0.00	18,619.62
31401	737	West Publishing Corp	08/16/2024	0.00	648.92
31402	3845	James Williams-McKay	08/16/2024	0.00	2,500.00
Total for 8/16/2024:				6,319.50	771,770.95
31403	2330	Allied Services LLC	08/23/2024	0.00	165,701.91
31404	3763	Hunter Law Group, P.A.	08/23/2024	0.00	9,180.00
31405	84	Johnson County Wastewater	08/23/2024	0.00	63.87
31406	213	Legal Record	08/23/2024	0.00	33.90
31407	439	Sysco of Kansas City	08/23/2024	0.00	277.29
31408	2302	Travelers	08/23/2024	VOID 2,245.00	0.00
31409	2899	HUB International Midwest Limited	08/23/2024	0.00	2,245.00
31410	680	Shawnee City Of	08/23/2024	0.00	609.00
Total for 8/23/2024:				2,245.00	178,110.97
ACH	945	UMB Bank ACH	08/27/2024	0.00	50,871.34
Total for 8/27/2024:				0.00	50,871.34
31411	2542	ABC Tire LLC	08/30/2024	0.00	252.00
31412	78	Affinis Corp	08/30/2024	0.00	27,397.20
31413	3380	All Copy Products Inc	08/30/2024	0.00	230.05
31414	2629	Lauren Allen	08/30/2024	0.00	1,075.00
31415	534	Arbor Masters Tree & Landscape	08/30/2024	0.00	9,675.00
31416	3316	Belleview Branding LLC	08/30/2024	0.00	5,020.31
31417	407	Berry Companies Inc	08/30/2024	0.00	1,167.09
31418	2834	Bledsoe's Equipment Inc	08/30/2024	0.00	265.78
31419	242	Bledsoe's Rental Inc	08/30/2024	0.00	340.62
31420	156	Blue Cross Blue Shield of Kansas City	08/30/2024	0.00	131,787.32
31421	3089	Bob Allen Ford Inc	08/30/2024	0.00	1,610.00
31422	101	C&R Johnson County Key Service	08/30/2024	0.00	84.75
31423	533	Casey's Auto Repair LLC	08/30/2024	0.00	131.25
31424	790	Cellco Partnership	08/30/2024	0.00	328.84
31425	3370	Combes Construction LLC	08/30/2024	0.00	40,254.47

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31426	3511	Nora Cooper	08/30/2024	0.00	2,520.00
31427	2024	Custom Lighting Services LLC	08/30/2024	0.00	6,420.00
31428	2007	Michelle DeCicco	08/30/2024	0.00	1,050.00
31429	158	Delta Dental of Kansas	08/30/2024	0.00	6,349.71
31430	3855	Duffer Hollow Designs LLC	08/30/2024	0.00	1,785.00
31431	245	Easy Ice LLC	08/30/2024	0.00	245.25
31432	148	EE Reimbursement	08/30/2024	0.00	80.00
31433	1572	EE Reimbursement	08/30/2024	0.00	2,305.00
31434	2460	EE Reimbursement	08/30/2024	0.00	48.00
31435	622	EE Reimbursement	08/30/2024	0.00	127.79
31436	88	First Call	08/30/2024	0.00	178.11
31437	3696	Fisher, Patterson, Saylor, & Smith, L.L.P.	08/30/2024	0.00	967.50
31438	3781	Frank P. Gilman, PA	08/30/2024	0.00	1,366.00
31439	86	Goodyear Auto Service Center	08/30/2024	0.00	676.25
31440	371	Grass Pad Inc	08/30/2024	0.00	516.75
31441	3867	Carrie Graves	08/30/2024	0.00	30.00
31442	384	GT Distributors	08/30/2024	0.00	100.99
31443	3569	Heartland Traffic Services Inc	08/30/2024	0.00	2,273.67
31444	2899	HUB International Midwest Limited	08/30/2024	0.00	6,842.00
31445	150	Hy-Vee	08/30/2024	0.00	14.27
31446	2723	Insight Public Sector Inc	08/30/2024	0.00	2,896.04
31447	3732	K&M Office Products Inc	08/30/2024	0.00	759.60
31448	3570	Kansas CareNow Urgent care	08/30/2024	0.00	175.00
31449	258	Key Equipment & Supply Co	08/30/2024	0.00	1,192.49
31450	205	Lawson Products	08/30/2024	0.00	52.25
31451	213	Legal Record	08/30/2024	0.00	25.24
31452	92	Lexington Plumbing and Heating Company	08/30/2024	0.00	729.00
31453	1608	Lightning Grand Services Inc	08/30/2024	0.00	72.00
31454	3302	Linde Gas & Equipment inc	08/30/2024	0.00	82.14
31455	2196	Alan B Mestdagh	08/30/2024	0.00	4,830.16
31456	814	NGLIC National Guardian Life Insurance C	08/30/2024	0.00	914.36
31457	100	O'Dell Service Company Inc	08/30/2024	0.00	4,126.49
31458	277	PB Hoidale Co Inc	08/30/2024	0.00	1,823.83
31459	2744	Pro Circuit Inc	08/30/2024	0.00	4,717.67
31460	3545	Quality Plumbing Inc	08/30/2024	0.00	1,427.96
31461	1007	Rejis Commission	08/30/2024	0.00	1,398.07
31462	73	SBCO	08/30/2024	0.00	327.75
31463	2291	Katharine Shepard	08/30/2024	0.00	27,941.20
31464	72	Staples Business Advantage	08/30/2024	0.00	206.53
31465	172	Sumner One	08/30/2024	0.00	1,536.85
31466	279	Sunflower Equipment LLC	08/30/2024	0.00	1,280.00
31467	439	Sysco of Kansas City	08/30/2024	0.00	584.01
31468	1740	Time Warner Cable	08/30/2024	0.00	135.67
31469	3512	TLDB Inc	08/30/2024	0.00	231.00
31470	2240	Karen L Torline	08/30/2024	0.00	1,500.00
31471	2568	TREKK Design Group LLC	08/30/2024	0.00	25,605.72
31472	1042	Verizon Wireless	08/30/2024	0.00	2,565.50
31473	1921	Wanco Inc	08/30/2024	0.00	245.00
31474	368	WEI H2O Kansas LLC	08/30/2024	0.00	12,918.70
31475	737	West Publishing Corp	08/30/2024	0.00	648.92
31476	99	Work Zone Inc	08/30/2024	0.00	40.00
31477	2700	Zones IT Solutions Inc	08/30/2024	0.00	26,434.08
			Total for 8/30/2024:	0.00	380,939.20
ACH	147	Kansas State Treasurer	08/31/2024	0.00	387,262.50

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
			Total for 8/31/2024:	0.00	387,262.50
			Report Total (239 checks):	8,564.50	3,025,844.21



MAYOR

**Council Meeting Date: October 7, 2024
CONSENT AGENDA**

Consider Appointment to the Environmental Committee

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Tamara McMahon to the Environmental Committee.

BACKGROUND

Tamara McMahon is a Ward 1 resident who has lived in Prairie Village for 12 years. She has an interest in sustainability, climate change and water management. One area of her professional work is to study the environmental impact on health outcomes, and she is a beekeeper. Her previous community involvement includes Lego league coach, Cub Scout den leader, and SME Band Booster VP and President.

If approved, Tamara will fill an un-expired term vacated mid-year when Warren Smith resigned from the Environmental Committee.

ATTACHMENTS

Volunteer application

PREPARED BY

Ashley Freburg
Public Information Officer/Environmental Committee Staff Liaison

Date: September 13, 2024

* Full Name
Tamara McMahon

* Full Address
4416 W 69th Terr
Prairie Village KS 66208

* **Email**
tamaramcmahon@gmail.com

* Phone
(505) 500-0110

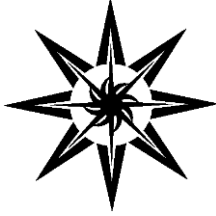
* Select your City Ward
Ward 1

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

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

As a PV resident of 12 years, I would be honored to give back to my community by serving as a member of the Environmental Committee. I have a passionate interest in sustainability, climate change and water management. One area of my professional work is to study the environmental impact on health outcomes, and in my spare time, I am a beekeeper. My previous community involvement includes Lego league coach, Cub Scout den leader, and SME Band Booster VP and President.

Thank you for your interest in serving our community.



PUBLIC WORKS DEPARTMENT

Council Meeting: October 7, 2024
CONSENT AGENDA

CONSIDER BID AWARD FOR 2024 TREE TRIMMING PROGRAM

RECOMMENDATION

Staff recommends the City Council approve the award of a bid to Kansas City Tree Care, LLC for \$81,551 for trimming trees in City right-of-way and parks.

BACKGROUND

This bid is the annual tree trimming of trees in the City right-of-way. There were three areas, and three parks bid. All the trees will be trimmed to remove any dead wood larger than 2-inches over the right-of-way, remove limbs interfering with sight line to traffic signals and street signs, and with a cone under the streetlights.

The total bid came in lower than the current budget for the 2024 Tree Trimming Program. City staff requested a quote on the next proposed area for trimming, Area 61 which came in at \$21,830. That quote is in line with the other area pricing and within the total budget for the Tree Trimming Program.

A map is attached delineating the four areas and three parks designated for trimming for 2024 Program. Kansas City Tree Care, LLC has completed this work for the City in previous years with good results.

Three bids were received and opened on September 18, 2024, by the City Clerk. The bid tab is:

Bidder	Total	Add Area 61	Bid Award
KC Tree	\$ 59,721.00	\$21,830.00	\$81,551.00
Smith Brothers	\$ 64,650.00	-	-
Wright Tree Service	\$161,092.73	-	-

FUNDING SOURCE

Funds are available in the 2024 Public Works Operating Budget.

ATTACHMENTS

Construction Agreement for Tree Trimming
Tree Trimming Area Map

PREPARED BY

Suzanne Lownes, Asst to the Director of Public Works

September 30, 2024

CONSTRUCTION AGREEMENT



2024 Tree Trimming

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

Kansas City Tree Care, LLC

CONSTRUCTION CONTRACT
FOR
2024 Tree Trimming

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
Kansas City Tree Care, 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 Kansas City Tree Care, LLC, hereinafter termed in this agreement, “Contractor”, for the construction and completion of Project 2024 Tree Trimming, (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 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.

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- 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.

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- 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 Eighty One Thousand Five Hundred and Fifty One Dollars DOLLARS (\$81,551.00) 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 hour's 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

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- 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

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- 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, 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 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, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK

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

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

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

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

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

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

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

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

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

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- 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 effect 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 three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

Kansas City Tree Care, LLC

(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.)

GENERAL CONSTRUCTION PROVISIONS

1. DEFINITIONS: Capitalized terms not defined herein shall have the meanings set forth in the Construction Contract for the Project dated _____, 20____.
- 1.1. Following words are given these definitions:
 - Alternate Bid or alternate** is an amount stated in the bid to be added to or deducted from the amount of the base bid, if the corresponding change in the work, as described in the Bid Documents, is accepted.
 - Base Bid** is the sum stated in the bid for which the bidder offers to perform the work described in the Project Manual, without inclusion of any alternate bids.
 - Concrete** shall mean Portland cement concrete.
 - Day** shall mean a calendar day unless otherwise described.
 - Pavement** shall be a rigid or flexible type riding surface placed upon a previously prepared sub-grade or base.
 - Street** shall mean the whole area of any roadway within the right-of-way limits.
 - Sub-Grade** shall be that portion of the construction area which has been prepared, as specified, and upon which a layer of specified material, base, sub-base course, pavement or other improvement is to be placed.
 - Temporary Construction Easement** shall mean the land provided by the City for temporary use by the Contractor during the construction of the work.
- 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 that 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 City 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 City and/or 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.

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- 1.7. All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ABBREVIATIONS

- 2.1. Wherever in this Project Manual the following abbreviations are used, they shall be understood to mean as follows. The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified. See the plan sheet for the material abbreviation's legend.

AAN	-	American Association of Nurserymen
AASHTO	-	American Association of State Highway & Transportation Officials
ACI	-	American Concrete Institute
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
ANSI	-	American National Standards Institute
APWA	-	Kansas City Metropolitan Chapter of the American Public Works Association
ASCE	-	American Society of Civil Engineers
ASLA	-	American Society of Landscape Architects
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing Materials
ATSSA	-	American Traffic Safety Services Association
CARS	-	Johnson County Assistance Road System
CRSI	-	Concrete Reinforcing Steel Institute
FHWA	-	Federal Highway Administration - Department of Transportation
ISSA	-	International Slurry Seal Association
ITE	-	Institute of Traffic Engineers
KCMMB	-	Kansas City Metropolitan Materials Board
KDOT	-	Kansas Department of Transportation
MCIB	-	Mid-West Concrete Industry Board, Inc.
MUTCD	-	Manual on Uniform Traffic Control Devices for Streets & Highways
NEC	-	National Electrical Code, National Fire Protection Association
NEMA	-	National Electrical Manufacturers Association
SAE	-	Society of Automotive Engineers

3. Standard Detailed Specifications

- 3.1. The first level of reference for standard detailed specifications shall be those promulgated by the City of Prairie Village, KS, Public Works Department.
- 3.2. The second level of reference will be the current edition of the standard detailed specifications of the American Public Works Association (APWA) Kansas City Metro Chapter.
- 3.3. The third level of reference will be the latest edition of the Kansas Department of Transportation "Standard Specifications for Road and Bridge Construction".
- 3.4. For traffic specifications, the latest edition of the Manual On Uniform Traffic Control Devices as published by Federal Highway Administration.
- 3.5. All reference material shall be the latest edition for this project as though fully set forth herein, except as modified or superseded by these construction specifications.

4. Drawings To Be Furnished By Contractor

- 4.1. The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the Project Manual, including but not limited to, drawings of equipment and devices, offered by the Contractor for review of the Project Manager, in sufficient detail to show adequately the construction and operation thereof.
- 4.2. Drawings submitted for consideration by the Project Manager shall show the essential details of any change in design of construction proposed by the Contractor in lieu of design or arrangement required by the Contract, or any item of extra work, and all required wiring and piping layouts.
- 4.3. No less than three (3) copies (one for Contractor, one for Project Manager, and one for on site as-builts) of each such drawing shall be submitted to the Project Manager for checking and review.
- 4.4. The Contractor shall maintain at the site modified drawings recording the dimensions and other pertinent details of the work and any changes in the work.
- 4.5. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its subcontractor, be purchased until the drawing or drawings therefore have been reviewed as stipulated, except at the Contractor's own risk and responsibility.
- 4.6. The Project Manager's review of drawings submitted by the Contractor will be for general conformity to the Project Manual and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such review relieve the Contractor of responsibility for errors contained in such drawings. Project Manager's review shall not constitute approval of safety precautions, construction means or methods.

5. Responsibility Of Contractor

- 5.1. The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of the Project Manual and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof including responsibility for hazardous materials.
- 5.2. The Contractor will use equipment and tools suitable for the work. All equipment and tools will be in near-original working condition.
- 5.3. The Contractor shall cover and protect his/her Work from damage and all injury to the same from any source.
- 5.4. The Contractor shall be solely answerable for all damage to the City or the property of the City, to other contractors or other employees of the City, to the neighboring premises, to any person or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or his/her subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided.

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- 5.5. The Contractor shall be responsible to the City for defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
 - 5.6. The Contractor shall notify all affected utilities of the work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected underground facility. Any project delay, damages or increase in construction costs dues to utility relocation delays shall be at the Contractor's risk.
 - 5.7. The project site shall be kept clean, neat, and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners. The work site shall be left "broom clean" at the end of each workday and in case of dispute the City may clean the site and charge the Contractor.
 - 5.8. The Contractor shall take precaution to ensure that excessive dust does not become airborne during any construction activities. The Contractor shall comply with all State and Federal regulations that apply to airborne matter in the geographic area of the Work. When directed by the Project Manager, the Contractor shall take immediate and appropriate dust control measures satisfactory to the Project Manager.
 - 5.9. The Contractor shall not allow the site of the work or neighboring properties to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition on a daily basis throughout the construction period. The City, or the Project Manager on the City's behalf, shall have the right to determine what is or is not trash or waste material.
 - 5.10. On or before the completion of the work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by the Contractor, and shall remove all rubbish of every kind from the tracts or grounds which it has occupied and shall leave them in first-class condition. Any trash receptacles on the site shall be covered.
 - 5.11. The Contractor shall take whatever steps necessary to provide access for the City and the Project Manager to the Work at all times from commencement of the Work through final completion.
 - 5.12. The Contractor alone shall be responsible for the safety, adequacy and efficiency of its plant, equipment, and methods, and for the means, methods, techniques, sequences and procedures of construction.
 - 5.13. The review of the Project Manager of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption by the City, Project Manager, or any officer, agent, or employee thereof, of any risk or liability.
 - 5.14. The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

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- 5.15. All operations of the Contractor shall be conducted within the right-of-way of the roadway or established easements and the limits of the earthwork and grading, as shown on the Plans. While working under this contract, no agreement shall be made between Contractor and resident, as it pertains to any additional work on private property not paid for by the City.

6. Safety Rules

- 6.1. The Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of the City, to assure uninterrupted production and to assure safe working conditions for the Contractor and Subcontractors and their employees and to assure the safety of the general public.
- 6.2. In addition to any other rights the City might exercise, the Contractor and/or Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.
- 6.3. The Contractor is expected to establish and enforce a comprehensive safety program on this project for the protection of its personnel, its Subcontractor's personnel, City's employees and all other persons exposed to hazards resulting from the Contractor's operations. As a minimum requirement, the Contractor shall review and discuss the details of its program with the City at the first project meeting. The items to be covered shall include, but not necessarily be limited to:
- Personal protective equipment;
 - First aid-personnel and facilities;
 - Arrangements for medical attention;
 - Sanitary facilities;
 - Fire protection;
 - Signs, signals, and barricades;
 - Security regulations;
 - Safety inspections;
 - Designation of persons responsible for the program;
 - Reporting forms and procedures;
 - Material handling and storage;
 - Lines of communication;
 - Determination of potential hazards;
 - Personnel safety meetings and education;
 - Access to work areas;
 - Subcontractors involvement in the program;
 - Inspections and corrective action
- 6.4. The Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the project site not yet incorporated in the Work, City's property and adjacent property.
- 6.5. The Contractor shall comply with all instructions from the City regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241

(or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".

- 6.6. The Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the City by the Contractor.
- 6.7. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Project Manager or City, is obligated to act, at its discretion, to prevent threatened damage, injury, or loss.
- 6.8. The Contractor shall give prompt written notice of any significant changes in the Work or deviations from the Project Manual caused or necessitated by the emergency. A Change Order shall thereupon be issued covering the changes and deviations involved in such bona fide emergency. If Contractor believes that additional work done in an emergency, which arose from causes beyond its control, entitles it to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided herein.
- 6.9. The Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment, and the position of cranes. The Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not the City shall have reviewed said plan.
- 6.10. 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 thereof, such costs shall be deducted from any amounts due or to become due the Contractor.
- 6.11. 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.

7. Approval of Equals

- 7.1. "Approved Equals", where permitted by the Project Manual or otherwise made feasible

by market conditions, shall be approved as follows:

- 7.1.1. The Contractor shall notify the City in writing if it elects to use an approved equal specifically named in the Project Manual.
- 7.1.2. If the Contractor desires to use an "equal" not specifically named in the Project Manual, it must inform the City and receive written approval for such substitutions. The City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
- 7.2. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

8. Cutting, Patching and Digging

- 8.1. The Contractor shall do all cutting, fitting or patching of his/her work that may be required to make its parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Project Manual.
- 8.2. The Contractor shall not endanger any property of the City or any other individual or entity, or the work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of the City.
- 8.3. The Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
- 8.4. The Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

9. Temporary Facilities/Utilities

- 9.1. Except where special permission has been granted by the City to use existing toilet facilities belonging to the City, the Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by the City for accommodation of all persons engaged on the work. Temporary toilets shall be enclosed and weatherproof, kept in sanitary, and in an approved condition at all times. After use for it has ceased, the Contractor shall remove the temporary toilet facilities from the City's premises, disinfect, and fill any vaults.
- 9.2. The Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc, as may be required for its work. It shall be located and constructed in an approved manner acceptable to the City. Upon completion of work or when requested by the City, the Contractor shall remove it from City's premises and leave the area in a clean and orderly condition.
- 9.3. The Contractor shall provide and maintain temporary heat as required to protect all work and material against injury from dampness and/or cold to the satisfaction of the City.
- 9.4. Unless otherwise specified in the Project Manual, the Contractor shall provide, at his/her cost and expense, temporary power, wiring, water and lights from City's provided source as may be required for its operations.

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- 9.5. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious disease and the spread of the same.
 - 9.6. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.

10. Right-Of-Way Limits

- 10.1. The Contractor shall confine construction operations to the construction limits and easements provided for and labeled in the Project Manual. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.
- 10.2. No person, firm or corporation shall park or store for any period of time any construction vehicles, equipment or materials while constructing or improving any street or while working on any public works project of any kind within the city, on behalf of the city, or any other governmental agency, or any utility, public or private, unless a permit has been previously issued by the Director of Public Works. The person, firm or corporation who parks, or allows the parking or storing of any construction vehicles, equipment, or materials without first obtaining said permit or who parks or stores or allows said parking or storage contrary to the terms and conditions of any permit issued by the City, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished as provided in the Prairie Village Municipal Code. Each day such violation is committed or permitted to continue constitutes a separate offense and shall be punishable as such hereunder.
- 10.3. The Director of Public Works is authorized to issue a permit to authorize and allow the temporary parking, staging and storage of construction vehicles, equipment, and materials on public streets of the City or on public property, church property or property zoned C-0 through C-2 and CPO through CP-2 during periods of construction of public works projects of the city, any other governmental agency, or public or private utility projects within the City of Prairie Village, Kansas.
- 10.4. No permit shall be allowed on property that is residential in nature, provided, however, that property zoned "residential" that is being used as a church, school, or country club may be used with the written permission of the owner.
- 10.5. The only designated haul routes in Prairie Village are: Nall Avenue, Mission Road, 75th Street, and 95th Street. The Contractor must have written approval prior to using any other street or haul route.

11. Completed Work

- 11.1. Before final acceptance of the Work, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor.
- 11.2. All tests of such completed work required under this Contract shall be made in the presence

of the Project Manager or its authorized representatives.

- 11.3. All unsatisfactory, faulty or Defective Work and all work not conforming to the requirements to the Project Manual at the time of acceptance thereof, or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor.
- 11.4. All Defective Work, whether or not in place, may be rejected pending correction thereof. Should the Contractor not correct said Work, the City may do so at Contractor's expense.
- 11.5. The Contractor shall remove from the site of the work, without delay, all rejected and condemned material or structures of any kind brought to or incorporated in the work, or if the Contractor fails to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Project Manager ordering such removal, the rejected material or structures may be removed by the City at the Contractor's expense.
- 11.6. At the City's discretion, payment for all related items of work may be withheld until all rejected and condemned materials or structures are satisfactorily removed.

12. Maintenance Period

- 12.1. If desired by the City or requested by the Contractor, portions of the Work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the Work.
- 12.2. The Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for a period of two years or longer thereafter, as stipulated in this Project Manual.
- 12.3. During a period of two years (or longer, if stipulated in the Special Conditions,) from and after the date of the final acceptance by the City of the Work, the Contractor shall make all needed repairs arising out of Defective Workmanship or materials, or both, which, in the judgment of the City, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to Contractor, or its agent, the Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, City is hereby authorized to make such repairs at the Contractor's expense and charge such against the Maintenance Bond; provided however, that in case of an emergency where, in the judgment of the City, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.
- 12.4. Where maintenance or corrective construction is required, the Contractor shall submit his/her proposed methods and designation of materials to the City, or the City through its Consulting Engineer, for approval in advance of such work.
- 12.5. If, at any time prior to the end of the two year maintenance period, the pavement or walk settles, the Contractor shall, at his/her expense, do all necessary corrective work to eliminate any drainage problem or vertical offset caused by such settlement, provided:
 - 12.5.1. If there is a vertical offset between top of such pavement or walk and top of such structure of more than one-fourth inch.

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- 12.5.2. If around manholes or utility valves, there will be more than one-half (1/2) inch vertical differential between a plane surface passing through the top of the pavement, measured 24 inches horizontally from the edge of top of structure. (This will be measured utilizing a straight edge with one half-inch spacer feet mounted at each end of the straight edge.)
 - 12.5.3. If the settlement creates a situation such that the walk is outside of the ADA Accessibility Guidelines, it shall be replaced.
 - 12.5.4. If adjacent sections of concrete walk, pavement or curbs settle or heave so that there is more than one-fourth (1/4) inch vertical offset between such adjacent sections.
 - 12.5.5. If the flow line of any concrete gutter, or of any concrete curb and gutter pockets water or does not drain properly resulting in three-eighth (3/8) inch of standing water.
 - 12.5.6. If, any newly placed pavements surfaced with asphalt concrete pockets water or does not drain properly resulting in three-eighths (3/8) of standing water.
 - 12.6. The Contractor shall repair cracks which appear for any reason, but which may or may not indicate failure of sub-grade, base or surface, and which are wide enough in cool weather to be sealed by high standard crack sealing methods. Crack filling shall be done during relatively dry weather and at temperatures when the cracks will be near maximum width. Materials and methods shall be based on width of crack. Materials shall be of such consistency as to minimize whipping out under traffic. Cracks shall be thoroughly blown and cleaned and filler installed without superficial bridging.
 - 12.7. The intent of the guarantee period is that the Owner will have a durable and serviceable pavement; that defective materials and workmanship will have been corrected. All materials and construction for such work will be at the Contractor's expense.
 - 12.8. All corrective and maintenance work shall be done promptly upon notification by the Owner, in order to prevent unnecessary further deterioration and in order not to inconvenience the traveling public unduly.
 - 12.9. All work shall be in accordance with the highest standards of the construction industry and shall be of such nature as to be substantially permanent.

13. Equipment Guaranty

- 13.1. All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and its surety against Defective Workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of two years from and after the date of acceptance thereof (unless otherwise provided herein) by the City.
- 13.2. Any item of equipment or part thereof, thus proving to be defective within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the City. Should the Contractor fail to replace said item within a reasonable time, City may do so at Contractor's expense.

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- 13.3. The Contractor shall ensure that a copy of operating and maintenance manuals for all equipment shall be kept on the site during construction of the Work and shall be open to inspection by the City or its agents.

14. Public Complaints

- 14.1. All complaints to the Contractor or any of the Subcontractors or to the Project Manager are to be reported in writing immediately to the City Project Manager. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.
- 14.2. The Contractor shall endeavor, with the cooperation and concurrence of the Project Manager, to communicate with abutting property owners and tenants affected by the work.
- 14.3. The Contractor shall respond to citizen complaints, concerns or inquiries with 48 hours (two work days). The Contractor will submit a copy of the action taken to the Project Manager in a timely manner utilizing forms provided by the City.

15. Notification

- 15.1. As part of this project, the City will be notifying residents by mail of the upcoming work. The Contractor must give the City a minimum notice of three weeks prior to doing **any** work on a street.
- 15.2. The Contractor must give the City three days notice prior to commencing any work that prevents the use of a driveway.
- 15.3. Delays created by failure of the Contractor to notify the City in the above-specified time will be counted against the contract time. The Contractor will not be entitled to an extension of the contract time based on notification delays.
- 15.4. In the event, work does not begin on the designated street within the designated time, the City will re-notify the residents with an explanation of why work did not begin as scheduled and a statement of when work will begin. Work may not begin until 48 hours after mailing the re-notifications.

16. Progress Meetings

- 16.1. Periodic Progress meetings shall be held at a predetermined location on the site. These meetings will be held once every week or sooner as events dictate. These meetings will be organized by the City or Project Manager. Participation in this meeting by representatives of the prime contractor and each of the subcontractors is required. These representatives must be empowered to make decisions affecting the prosecution of the work and shall be the Owner of the construction firm and/or his/her superintendent. The Project Manager will conduct the meetings and the discussion will include, but is not limited to the following:
- Proposed construction schedule for duration of contract for both Prime and Subcontractors
 - Identification of any known utility/contractor conflicts and proposed resolution of same

-
- Coordination of other trades.
 - Specialty items. (Fences, shrubs, monuments, sprinkler systems, etc.)
 - Completion date requirements.
 - Review of traffic control plan as it pertains to area of work.
 - Problems and/or complaints and remedial measures taken or proposed.

17. Uncovering and Correcting Work

- 17.1. If any of the Work is covered contrary to the Project Manager's request or to any provisions of this Contract, it shall, if required by the Project Manager or the City, be uncovered for the Project Manager's observation and shall be properly replaced at the Contractor's expense without change in the Contract Time.
- 17.2. If any of the Work is covered in a manner not consistent with the Project Manual, it shall, if required by the Project Manager or City, be uncovered for the Project Manager's observation. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall be by Change Order and charged to the City. If such work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.
- 17.3. The Contractor, within two weeks of written notification, shall proceed to correct Work rejected by the Project Manager as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and observations, and reimbursement to the City for the Project Manager's services and expenses made necessary thereby.
- 17.4. Nothing contained in this Article shall establish any period of limitation with respect to other obligations, which the Contractor has under this Contract.
- 17.5. If, after two weeks following notification by the Project Manager, the Contractor has not started or completed the corrective work, the Contractor will notify the Project Manager and affected resident of intended schedule to complete work.

18. City May Accept Defective or Non-conforming Work

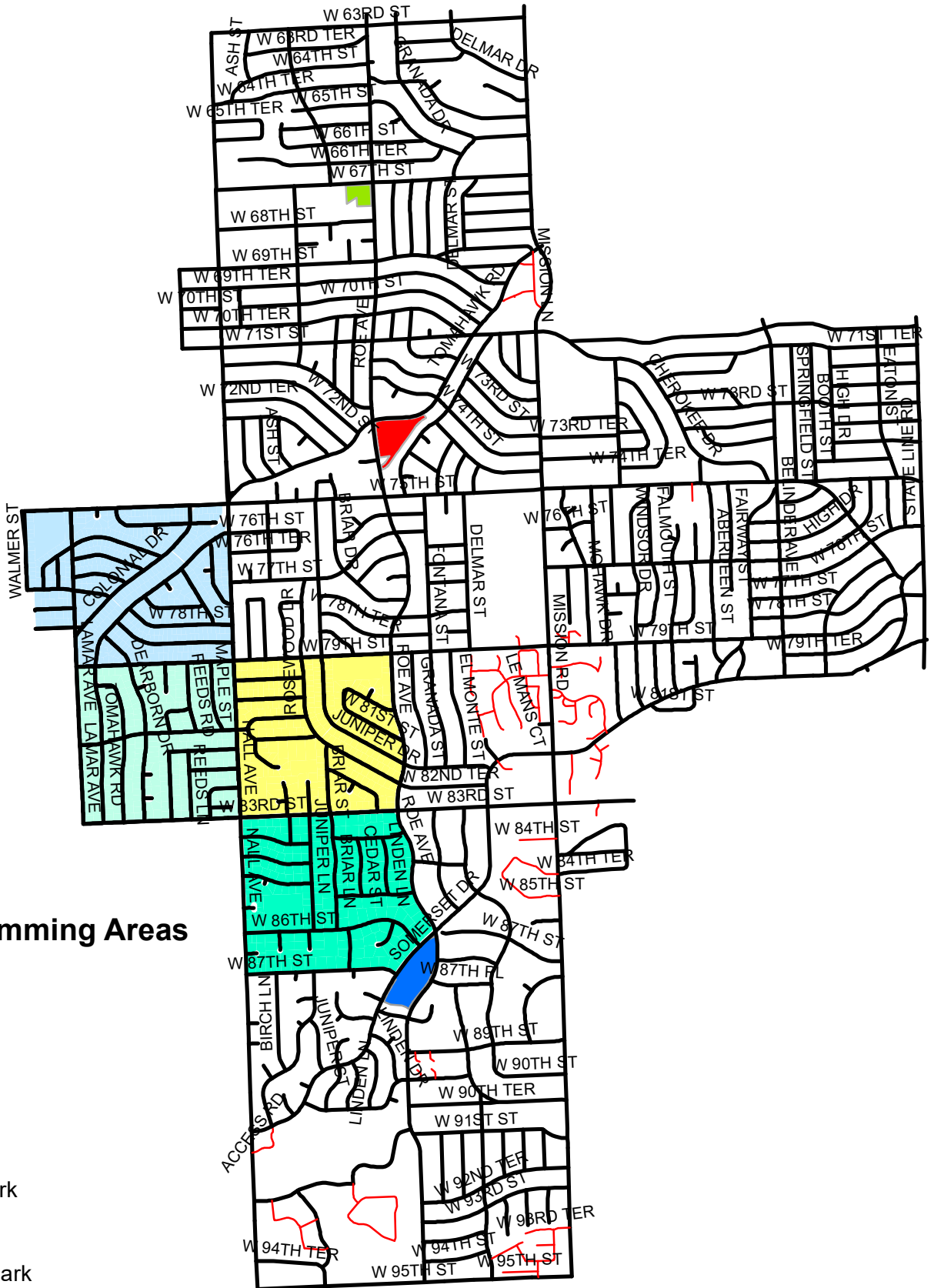
- 18.1. If the City chooses to accept defective or non-conforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or non-conforming Work, and (b) the difference between the fair market value of the Work as constructed and the fair market value of the Work had it not been constructed in such a manner as to include defective or non-conforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or non-conforming Work, the Contractor, upon written demand from the City, shall pay the City such remaining compensation for accepting defective or non-conforming Work.

END OF SECTION

SPECIAL CONDITIONS

1. The APWA Section 1100 General Conditions is negated and not to be applied as part of this Project Manual.
2. The City has a budget limit for this tree trimming program. Therefore, the bids will be awarded separately for each area until the budget limit is reached. For example, if the sum of all the area bids exceeds the budget limit, then one of the areas will not be awarded or the list of trees will be reduced.
3. The City will accept, in lieu of but subject to the conditions of the Performance Bond, Maintenance Bond and Statutory Bond, a certified check or bank cashier's check made payable to the City of Prairie Village in the amount of the total bid cost and will be held by the City in a non-interest bearing depository. The Contractor agrees that the check is subject to being forfeited to and becoming the property of the City of Prairie Village as liquidated damages and not as penalty, together with other legal remedies the City may choose to invoke for non-performance as provided in the Contract. Said check, less any liquidated damages, will be returned to the Contractor upon completion of the Contract.
4. The trimming work will be completed between the dates of **October 9, 2024** and **February 28, 2025**.
5. Contractor is responsible for placing flyers at all properties where tree trimming will occur within 48 hours of work commencing. The City will provide the flyers.
6. Area maps will be provided by the City. These maps are used to track the completion of work. It will be required to place a date on each street segment indicating when work was completed on that street segment. For Park trimming, dates that trimming occurred in that park should be listed on that park's map. These maps are required to be turned in as part of the prerequisite for payment.
7. The Contractor will review the overall health of the City ROW Tree and if it is determined to be hazardous or in severe decline the Contractor will update the Public Works Field Superintendent by the next business morning with a list of those trees which should include: address, tree species and description/severity of decline.
8. The Contractor is to notify the Public Works Field Superintendent each morning after 7AM, but before beginning work, as to which streets the Contractor will be working.
9. The Contractor shall not trim trees with branches within 10 feet of the overhead power lines. The Contractor must stay at the minimum safe distance of 10 feet from overhead power lines up to 50kV. The Contractor shall request a line clearance from the power utility. Once the tree is trimmed to the minimum safe distance, the Contractor will trim the trees to the City's requirements. Communication lines do not require this line clearance.
10. The Contractor will follow all Local, State and Federal regulations including but not limited to all quarantine regulations.

2024 Tree Trimming Areas



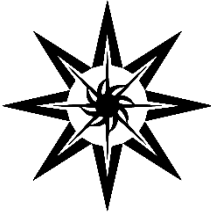
2024 Tree Trimming Areas

- Area_51
- Area_52
- Area_53
- Area_61

2024 Parks

- Franklin Park
- Porter Park
- Wassmer Park





PUBLIC WORKS DEPARTMENT

Council Meeting: October 7, 2024
CONSENT AGENDA

CONSIDER AGREEMENT WITH THE CITY OF MISSION HILLS TO ACCEPT FUNDS FOR THE MISSION ROAD, 63RD STREET TO 67TH STREET PROJECT (MIRD0009)

RECOMMENDATION

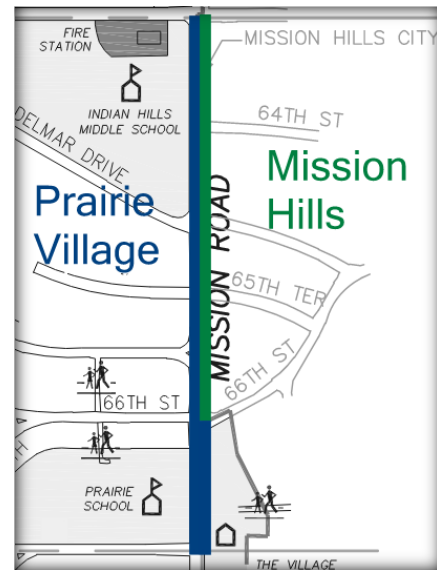
Move to approve the agreement with the City of Mission Hills for mill and overlay on Mission Road from 63rd Street to 67th Street.

BACKGROUND

The City of Prairie Village is administering a mill and overlay project on Mission Road from 63rd Street to 67th Street. The Cities of Mission Hills and Prairie Village in conjunction with the Johnson County CARS program are participating in this project.

The CARS program is funding 50% of construction related costs. The cities are splitting the remaining costs at 60% Prairie Village and 40% Mission Hills based on city limits and work being performed within those limits. The project area for Prairie Village is shown in blue to the right.

This agreement accepts the Mission Hills funding estimated at approximately \$92,000.



FUNDING SOURCE

There is funding in the CIP Project MIRD0009 for this project.

ATTACHMENTS

1. Agreement with the City of Mission Hills

PREPARED BY

Melissa Prenger, City Engineer

October 2, 2024

**STREET CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF MISSION HILLS, KANSAS
AND THE CITY OF PRAIRIE VILLAGE, KANSAS
FOR PUBLIC IMPROVEMENTS TO MISSION ROAD (63RD TO 67TH)**

THIS STREET CONSTRUCTION AGREEMENT ("Agreement") is made and entered into effective as of the last date of signature indicated below, by and between the **City of Mission Hills, Kansas**, a Kansas municipal corporation ("Mission Hills"), and the **City of Prairie Village, Kansas**, a Kansas municipal corporation ("Prairie Village"). Mission Hills and Prairie Village may be referred to singularly herein as a "Party" and collectively as the "Parties".

RECITALS:

A. The Parties have determined it is in their best interest to make certain public improvements to Mission Road, between 63rd Street and 67th Street, as described more fully in this Agreement.

B. The Parties are jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through the County Assistance Road System ("CARS") Program, pursuant to which the public improvements constitute an eligible project.

C. K.S.A. 12-2908 and K.S.A. 68-169 authorize the Parties to cooperate in making the public improvements.

D. The governing body of Mission Hills approved and authorized its mayor to execute this Agreement by official vote of the body on _____, 2024.

E. The governing body of Prairie Village approved and authorized its mayor to execute this Agreement by official vote of the body on _____, 2024.

AGREEMENT

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

1. Purpose of Agreement. The Parties enter into this Agreement for the purpose of constructing the following public improvements to Mission Road, between 63rd Street and 67th Street, as more particularly described in the MISSION ROAD, 63RD TO 67TH STREET, JM Fahey Construction Company, Project No. MIRD0009 (collectively, the "Improvements"):

- (a) Lane configuration, asphalt overlay, curb replacement, sidewalk replacement, driveway replacement, and new pavement markings; and
- (b) Such other incidental items associated and integral with the above-referenced construction.

2. Estimated Cost of Project.

- (a) The estimated cost of design and construction services for the Improvements is \$409,780.
- (b) The cost of making the Improvements shall include:
 - (1) The cost of all traffic studies, design and construction contracts for the Improvements;
 - (2) Labor and material used in making the Improvements; and
 - (3) Such other expenses which are necessary in making the Improvements, including but not limited to traffic study, design, construction, contracted construction inspection and material testing, but excluding the cost of acquiring real property and any improvements thereon for the location of the Improvements.

3. Financing. Subject to County approval, the Parties anticipate receipt of CARS funding in the amount of \$171,211 to help pay a portion of the cost of the Improvements. The remaining costs of making the Improvements will be based on final field-measured quantities and shall be distributed between Mission Hills and Prairie Village as follows:

- (a) Mission Hills shall pay for the Improvements constructed within the City of Mission Hills, estimated to be \$91,828 after settlement of CARS expenditures;
- (b) Prairie Village shall pay for the Improvements constructed within the City of Prairie Village, estimated to be \$146,741 after settlement of CARS expenditures.
- (c) Each Party shall acquire and pay for separately all costs associated with right-of-way or easement acquisition for those portions of the Improvements located within such Party's respective boundaries. Each Party shall pay the cost of financing and/or bonding its share of the Project cost.

Mission Hills and Prairie Village shall pay their respective portions of the above-described costs with monies budgeted and appropriated funds. Notwithstanding anything in this Agreement to the contrary, in the event that CARS funding is not made available for the Improvements, then either Party may terminate this Agreement upon written notice to the other Party.

4. Administration of the Project. It is acknowledged and understood between the parties that since there are two separate cities included within the proposed Improvements, one of the cities should be designated as being "in charge" of the project to provide for the orderly design and construction of the Improvements. However, both cities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be designed, constructed and the job administered by Prairie Village acting by and through its Director of Public Works (and including the Senior Project Manager/City Engineer), who shall be the principal public official designated to administer the Improvements. The Director of Public Works shall, among his/her several duties

and responsibilities, assume and perform the following:

- (a) Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Prairie Village. In the solicitation of bids, the most favorable bid shall be determined by Prairie Village administering the project and the Governing Body of Prairie Village approving the lowest responsible bidder for the project, except that the Governing Body of Mission Hills reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Party shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
- (b) Upon completion of the Improvements, the Director of Public Works shall submit to Mission Hills a final invoice and project accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.
- (c) To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Prairie Village will cause any contractor to name Prairie Village and Mission Hills as additional insureds on all applicable certificates of insurance issued by the contractor for this project; provided, however, that any such "additional insured" coverage shall (1) be on a primary and noncontributory basis with respect to each Party's own coverage and (notwithstanding any general limits of insurance described in the contracts for construction) provide limits to each Party of no more (and no less) than \$500,000 per occurrence, (2) contain a "severability of interests" or "separation of insureds" feature, and (3) not provide insurance for any Party's own negligence or intentional acts or omissions.
- (d) Prairie Village shall require payment, performance, and required statutory bonds for the Improvements from all contractors and require that all contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- (e) Prairie Village shall require that any contractor provide at least a two-year performance and maintenance bond for the Improvements. As project administrator, Prairie Village will, upon request of Mission Hills, make any claims upon such bonds and require that the contractors fully perform all obligations under the contract for construction and under such bonds. This obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bonds.
- (f) Prairie Village shall include in contracts for design and construction a requirement that the contractor defend, indemnify and save Mission Hills and Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of its contract.

5. Duration and Termination of Agreement. The Parties agree that this Agreement shall be effective until the completion of the Improvements and acceptance thereof, as set forth herein; provided that the Parties' respective payment obligations and rights and obligations related to bonds and warranties shall survive expiration of this Agreement. Prairie Village shall notify Mission Hills of project completion in writing. Mission Hills, as soon thereafter as reasonably possible, shall inspect the work and notify Prairie Village in writing regarding Mission Hills' determination of whether the work is satisfactory. In the event Mission Hills fails to notify Prairie Village of acceptance or rejection of the work within 30 days after completion, the work shall be deemed accepted.
6. Placing Agreement in Force. This Agreement shall be executed in quadruplicate. Each Party shall receive two (2) duly executed originals of this Agreement for their official records.
7. Amendments. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. Governing Law. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Court of Johnson County, Kansas.
9. Nature of Agreement. The Parties understand this Agreement is a contract between municipalities authorized by K.S.A. 12-2908 and is therefore not an interlocal agreement under the provisions of K.S.A. 12-2901 *et seq.*
10. Cash Basis and Budget Laws. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1101 *et seq.*), the Budget Law (K.S.A. 79-2925 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed effective as of the date and year last below written.

CITY OF MISSION HILLS, KANSAS

By: _____
David Dickey, Mayor

Date: _____

ATTEST:

By: _____
Jason Nickles, City Clerk

APPROVED AS TO FORM:

By: _____
Anna M. Krstulic, City Attorney

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed effective as of the date and year last below written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

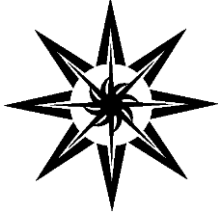
Date: _____

ATTEST:

By: _____
Adam Geffert, City Clerk

APPROVED AS TO FORM:

By: _____
Alex Aggen, City Attorney



HUMAN RESOURCES

City Council Meeting Date: October 7, 2024

Consideration of 2025 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.

SUGGESTED MOTION

Make a motion to approve the City's employee insurance benefit package for 2025 as recommended by the Insurance Committee.

MEDICAL RENEWAL

The Holmes Murphy team provided our renewal summary from Blue Cross Blue Shield Kansas City for 2025. The City is completing the first year with the new carrier. A 6-month experience rating period, 01/2024-06/2024, was utilized for the report.

During the negotiations of the new plan for 2024, a rate cap of 12.5% for 2025 was also included in our contract if we fulfilled an enrollment of 25% of our eligible members into the SPIRA Qualified High Deductible Plan. Employee enrollment successfully met this goal. BCBSKC initially quoted a 12.5% increase and Holmes Murphy negotiated this down to a 9.5% increase for 2025.

The BCBSKC plan continues to 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 the Preferred Provider Organization (PPO) and Qualified High Deductible Health Plan (QHDHP) designs.

Rate breakout between City and Employee - Monthly Rates

2024 Rates

2025 Rates

BASE	Total \$	City \$	Employee \$	Total \$	City \$	Employee \$
Employee Only	\$773.54	\$773.54	\$0	\$847.03	\$847.03	\$0.00
Employee + One	\$1,547.28	\$1,284.24	\$263.04	\$1,694.27	\$1,406.24	\$288.03
Family	\$2,475.80	\$1,980.64	\$495.16	\$2,711.00	\$2,168.80	\$542.20
QHDHP/HSA	Total \$	City \$	Employee \$	Total \$	City \$	Employee \$
Employee Only	\$670.22	\$773.54	\$103.32 <i>(HSA)</i>	\$733.89	\$847.03	\$113.14 <i>(HSA)</i>
Employee + One	\$1,340.66	\$1,284.24	\$56.42	\$1,468.02	\$1,406.24	\$61.78
Family	\$2,145.17	\$1,980.64	\$164.53	\$2,348.96	\$2,168.80	\$180.16
QHDHP/HSA-SPIRA Care Bluesaver	Total \$	City \$	Employee \$	Total \$	City \$	Employee \$
Employee Only	\$598.37	\$773.54	\$175.17 <i>(HSA)</i>	\$655.22	\$847.03	\$191.81 <i>(HSA)</i>
Employee + One	\$1,196.94	\$1,167.02	\$56.42	\$1,310.65	\$1,277.88	\$32.77
Family	\$1,915.21	\$1,819.45	\$95.76	\$2,097.15	\$1,992.29	\$104.86

Employer contribution to employee HSA account

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

Base Plan	2025 ER%
Employee Only	100%
Employee + One	83%
Family	80%

DENTAL COVERAGE

Delta Dental of Kansas, the City’s dental insurance provider provided a flat renewal rate for one year. The 2025 plans will remain the same as 2024. HM and the insurance committee recommends to continue with Delta Dental.

VISION COVERAGE

Our broker, HM, requested rate proposals for 2025. The proposal from EyeMed was recommended by the broker and the insurance committee. EyeMed prepared two options, one that matched our current plan, and one that had increased benefits and lower costs from our current provider, Superior Vision. Insurance committee is recommending the EyeMed Option 2 plan for 2025.

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

Holmes Murphy suggested looking at other proposals for Life and Disability Insurance plans. This suggestion was in result of the poor customer service with Standard Life billing processes and the amount of administrative time that has been spent with this program. HM provided the proposal from Renaissance Life/AD&D. This proposal matches prices and benefits for all current lines of coverage. The enhancement of this change is streamlining the employee enrollment and seamless flow of administration. Renaissance provides a 2-year rate guarantee.

DISABILITY COVERAGE

The Life/AD&D, Long Term and Short-Term Disability plans will all be changed over with the Renaissance Life policies for 2025 as recommended by HM and the insurance committee.

Employee Assistance Program (EAP)

In 2024, services were changed to CuraLinc. This program provides a robust menu of training options as well as 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. This service is recommended to continue for 2025.

COBRA Administration

In 2024, P&A Group became our COBRA administrator. This service is providing value for administration to maintain compliance and consistency while decreasing liability. This service is recommended to continue for 2025.

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 2025 budget anticipated an increase in medical premium costs of 12.5%, and 5% increase each for dental and vision. **Since the medical plan came in at 9.5%, and other plans were lower or remained flat, the City has projected a budget savings of approximately \$35,000.**

2025 Renewal Costs	
Health Insurance	\$ 1,690,430
Dental Insurance	\$ 41,072
Vision Insurance	\$ 10,351
Life & AD&D Insurance	\$ 23,756
Long Term Disability	\$ 22,976
Total:	\$ 1,788,585
Total 2025 Budgeted:	\$ 1,823,601
Holmes Murphy Contract Fee (budgeted separately)	\$ 45,000

PREPARED BY
Cindy Volanti
HR Manager
Date: October 7, 2024



City of Prairie Village

City Council Meeting

October 7th, 2024



Renewal Status & Recommendations

Line of Coverage	Carrier	Notes	Next Renewal	Recommendation
Medical	Blue KC	<ul style="list-style-type: none"> Moved to Blue KC 1/1/24 with narrow-network and SPIRA options Renewal released at 12.5% (rate cap based on Spira plan enrollment) Negotiated renewal at 9.5% 	1/1/2025	Renew with Blue KC
Dental	Delta Dental	<ul style="list-style-type: none"> Rate Pass 	1/1/2026	Renew
Vision	Superior Vision	<ul style="list-style-type: none"> Superior only connects to Employee Navigator for new groups after 1/1/21 Marketing Results included 	1/1/2027	Move to EyeMed with enhanced frame/contact allowance
Life/AD&D Short Term Disability Long Term Disability	The Standard	<ul style="list-style-type: none"> Currently under rate hold until 1/1/27 Poor implementation and ongoing service Navigator can't handle 2 list bills Marketed to Renaissance (included) 	1/1/2027	Move all lines to Renaissance, match current plan design/rates
EAP	CuraLinc	<ul style="list-style-type: none"> Moved from Lifeworks to CuraLinc 	1/1/2027	No action needed
Flexible Spending Accounts	HealthEquity/ WageWorks		Auto	No action needed
COBRA	P&A Group	<ul style="list-style-type: none"> Implemented with P&A Group 1/1/24 	Auto	No action needed
Wellness Rewards	Tango	<ul style="list-style-type: none"> Implemented mid-2024 	Auto	No action needed



Medical & Rx Experience

Month	Employee Only	Employee + Spouse	Employee + Children	Family	Total Enrollment	Members	Paid Medical Claims	Spira Capitation	Paid Rx Claims	Total Gross Paid Claims	Premium	Employee Contributions
Jan-24	68	12	7	25	112	213	\$7,613	\$1,467	\$14,646	\$23,726	\$134,885	\$10,434
Feb-24	68	12	7	25	112	213	\$54,401	\$1,497	\$46,609	\$102,506	\$134,885	\$10,434
Mar-24	65	13	7	25	110	212	\$7,617	\$1,449	\$25,987	\$35,052	\$134,111	\$10,697
Apr-24	62	14	7	25	108	211	\$45,329	\$1,329	\$52,164	\$98,822	\$133,338	\$10,960
May-24	64	13	7	25	109	211	\$28,548	\$1,401	\$35,117	\$65,066	\$133,338	\$10,697
Jun-24	66	14	6	27	113	220	\$54,750	\$1,401	\$50,728	\$106,879	\$139,278	\$11,232
TOTAL	393	78	41	152	664	1,280	\$198,257	\$8,543	\$225,251	\$432,051	\$809,835	\$64,453
AVERAGE	66	13	7	25	111	213	\$33,043	\$1,424	\$37,542	\$72,009	\$134,972	\$10,742

BlueKC Medical/Rx Renewal



Health Ecosystem & Macro Drivers

KC Specific Items:

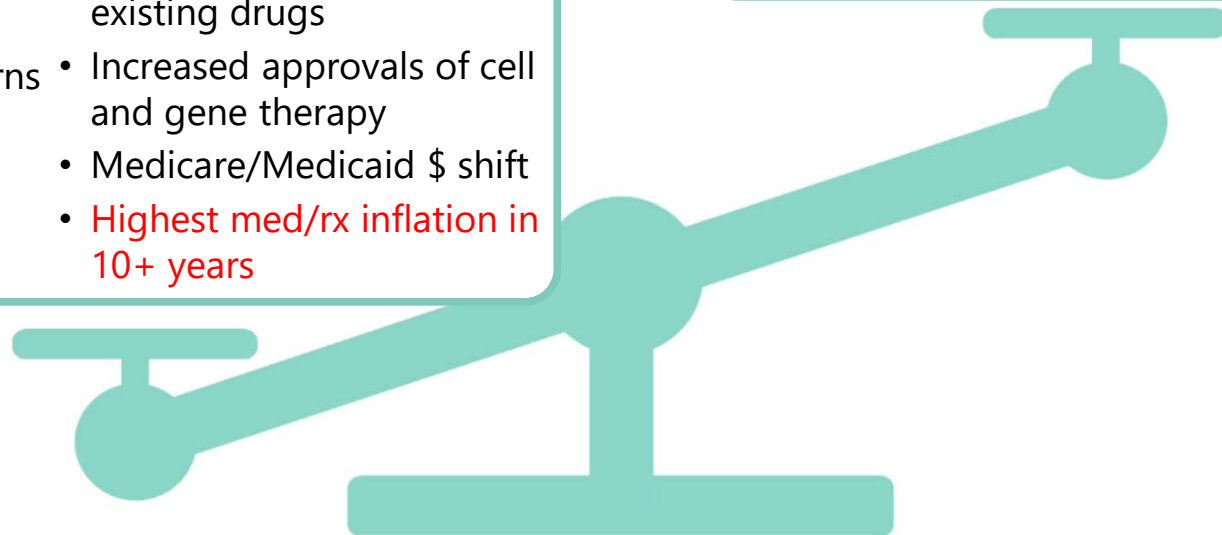
- Ongoing KC Hospital Consolidation – KU Med & Olathe/Liberty; St. Luke's/Barnes Jewish; Prime
- Contentious Local Negotiations CIGNA / HCA as bellwether; KCOI & Blue KC friction
- Risk Hardening / Less Carrier Pricing Flexibility & Options
- Blue KC Pooling & Rx Inflation Changes; Massive Medicare Advantage Losses in the Hundreds of Millions

INFLATORS

- Increased frequency and level of provider rate negotiations
- Increased provider wages
- Continued staffing concerns
- Provider consolidations
- GLP1 Expansion / Cost
- Increasing cost and volume of new drugs
- Increase cost in existing drugs
- Increased approvals of cell and gene therapy
- Medicare/Medicaid \$ shift
- Highest med/rx inflation in 10+ years

DEFLATORS

- Biosimilars – 2025 Blue KC approach TBD
- Shift in site of care: increased demand for outpatient, home-based and virtual care



Medical/Rx Renewal: BlueKC

Base PPO	Enrollment	Current 2024 Rates	2025 Initial Renewal Rates	2025 Negotiated Renewal Rates
Employee Only	30	\$773.54	\$870.23	\$847.03
Employee + Spouse or Child(ren)	9	\$1,547.28	\$1,740.69	\$1,694.27
Family	2	\$2,475.80	\$2,785.28	\$2,711.00
Total Monthly	41	\$42,083	\$47,344	\$46,081
Total Annual		\$505,000	\$568,124	\$552,976
\$ Increase/Decrease			\$63,124	\$47,976
% Increase/Decrease			12.5%	9.5%

QHDHP	Enrollment	Current 2024 Rates	2025 Initial Renewal Rates	2025 Negotiated Renewal Rates
Employee Only	21	\$670.22	\$754.00	\$733.89
Employee + Spouse or Child(ren)	6	\$1,340.66	\$1,508.24	\$1,468.02
Family	19	\$2,145.17	\$2,413.32	\$2,348.96
Total Monthly	46	\$62,877	\$70,737	\$68,850
Total Annual		\$754,522	\$848,838	\$826,201
\$ Increase/Decrease			\$94,317	\$71,679
% Increase/Decrease			12.5%	9.5%

SPIRA Plan	Enrollment	Current 2024 Rates	2025 Initial Renewal Rates	2025 Negotiated Renewal Rates
Employee Only	15	\$598.37	\$673.17	\$655.22
Employee + Spouse or Child(ren)	4	\$1,196.94	\$1,346.56	\$1,310.65
Family	7	\$1,915.21	\$2,154.61	\$2,097.15
Total Monthly	26	\$27,170	\$30,566	\$29,751
Total Annual		\$326,037	\$366,793	\$357,011
\$ Increase/Decrease			\$40,755	\$30,974
% Increase/Decrease			12.5%	9.5%

Total Monthly	113	\$132,130	\$148,646	\$144,682
Total Annual		\$1,585,559	\$1,783,755	\$1,736,188
\$ Increase/Decrease			\$198,196	\$150,629
% Increase/Decrease			12.5%	9.5%

Medical/Rx Renewal: BlueKC

- BlueKC 2025 renewal rates are contingent upon the remove of weight loss drugs from the plan, effective 1/1/2025.

Medical Plan Designs: 2025

Blue Cross Blue Shield Kansas City			
	\$0 PPO	\$3,300 QHDHP PPO	SPIRA Care Bluesaver
	In-Network	In-Network	In-Network - Blue Select Plus
Deductible			
Single	\$0	\$3,300*	\$3,300*
Family	\$0	\$6,600*	\$6,600*
Embedded or Aggregate Deductible	Embedded	Embedded	Embedded
Coinsurance	70% / 50%	100% / 70%	100% / 0%
Out-of-Pocket Maximum	Includes Copays, Deductible & Coinsurance	Includes Copays, Deductible & Coinsurance	Includes Copays, Deductible & Coinsurance
Single	\$5,500	\$3,300*	\$3,300*
Family	\$10,000	\$6,600*	\$6,600*
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Physician Visit	\$35 copay	Deductible	Deductible
Specialist Visit	\$70 copay	Deductible	Deductible
Preventive Services	100% covered	100% covered	100% covered
Hospital Services:			
Inpatient	30% coinsurance	Deductible	Deductible
Outpatient	30% coinsurance	Deductible	Deductible
Emergency Room (waived if admitted)	\$250 copay	Deductible	Deductible
Urgent Care	\$70 copay	Deductible	Deductible
Prescription Drugs			
Retail - 30 day supply	\$10/\$35/\$60	Deductible	Deductible
Mail order - 90 day supply	2.5 x Retail	Deductible	Deductible

*IRS mandated increase, effective 1/1/2025

Vision Marketing



Vision Marketing: Rates

Total Enrolled: <u>100</u>		Superior Vision		EyeMed	
Tier	Enrollment per Census (Jun-24)	Current Rates	Renewal	Proposed Option 1 (match)	Proposed Option 2
Employee	58	\$5.60	\$5.60	\$4.74	\$5.45
Employee & Spouse	17	\$11.08	\$11.08	\$9.38	\$10.78
Employee & Child(ren)	7	\$10.86	\$10.86	\$9.19	\$10.57
Family	18	\$16.51	\$16.51	\$13.97	\$16.07
Monthly Premium			\$886	\$750	\$863
Annual Premium			\$10,636	\$9,002	\$10,351
Annual Difference (\$)			\$0	-\$1,634	-\$285
Annual Difference (%)			0%	-15%	-3%
Rate Guarantee (Years)				4 years	4 years
Commissions		Net	Net	Net	Net

Insurance Committee Recommendation: EyeMed Option 2

Vision Marketing: Plan Design

	Superior Vision		EyeMed			
Benefits	Current		Proposed - Option 1 (match)		Proposed - Option 2 (\$150/\$150 allowances)	
NETWORK	Superior National		Insight Network		Insight Network	
AM BEST RATING	NR		A		A	
BENEFIT COPAYMENTS	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
- Exam	\$10 Copay	\$10 Copay	\$10 Copay	Up to \$40	\$10 Copay	Up to \$40
- Materials	\$25 Copay	\$25 Copay	\$25 Copay	n/a	\$25 Copay	n/a
- Contact Lens Fitting and Evaluation	\$25 Copay	n/a	Up to \$40	n/a	Up to \$40	n/a
FREQUENCY GUIDELINES						
- Examinations	12 months		12 months		12 months	
- Frames	24 months		24 months		24 months	
- Lenses	12 months		12 months		12 months	
- Contacts	12 months		12 months		12 months	
- Frequency Basis	Date of Service		Plan Year		Plan Year	
FRAMES						
- Frame Allowance	\$130 Allowance	Up to \$65	\$130 Allowance	Up to \$91	\$150 Allowance	Up to \$105
LENSES						
- Single Vision	\$25 Copay	Up to \$29	\$25 Copay	Up to \$30	\$25 Copay	Up to \$30
- Bifocal	\$25 Copay	Up to \$43	\$25 Copay	Up to \$50	\$25 Copay	Up to \$50
- Trifocal	\$25 Copay	Up to \$53	\$25 Copay	Up to \$70	\$25 Copay	Up to \$70
- Lenticular	\$25 Copay	Up to \$84	\$25 Copay	Up to \$70	\$25 Copay	Up to \$70
- Standard Progressive	\$55 Copay	Up to \$53	\$80 Copay	Up to \$50	\$80 Copay	Up to \$50
LENS OPTIONS						
- Anti-reflective coating, standard	\$50 Copay	n/a	\$45 Copay	Up to \$23	\$45 Copay	Up to \$23
- Anti-reflective coating, premium tier 1	\$70 Copay	n/a	\$57 Copay	Up to \$23	\$57 Copay	Up to \$23
- Scratch coating	\$15 Copay		\$15 Copay	n/a	\$15 Copay	n/a
CONTACT LENSES						
- Elective / Cosmetic	\$120 Allowance	Up to \$100	\$120 Allowance	Up to \$84	\$150 Allowance	Up to \$105
- Medically Necessary	Covered in Full	Up to \$210	Covered in Full	Up to \$300	Covered in Full	Up to \$300
OTHER						
- OTHER			<ul style="list-style-type: none"> \$0 exam at PLUS providers Additional \$50 allowance for frames and contacts at PLUS providers 20% off frames over balance 15% off traditional contacts balance over allowance 			

Renaissance
Life/AD&D and
Disability Proposal



Renaissance Proposal

- Renaissance provided a proposal to match pricing and benefits on all current lines as follows:
 - I. Employer paid Basic Life/AD&D coverage (including Voluntary buy-up for dependents)
 - II. Voluntary Life/AD&D (Employee Paid)
 - III. Long-Term Disability (Employer Paid)
 - IV. Voluntary Short-Term Disability (Employee Paid)

Insurance Committee Recommendation: Move all lines of coverage to Renaissance

Renaissance Proposal: Highlights

- Proposed rates for all lines of coverage include a 2-year rate guarantee.
- ALL BENEFITS will be sent directly from Employee Navigator to Renaissance (this has not been the case with The Standard), eliminating room for error or incorrect enrollments in the system and creating a more seamless administration.
- ALL BENEFITS will be on the same invoice. No need to do anything but get a complete list bill with all coverages included on one bill.
- The City would be part of a Holmes Murphy consortium with Renaissance that has over \$1 million dollars or premium thus far. After the 2-year rate guarantee, all groups will be underwritten together with the goal of no increases for any group.

Questions?





Discuss the recommendations of Finance Committee regarding financial contributions from potential Community Center partners

BACKGROUND

The Finance Committee met on Monday, September 23, 2024, to review and discuss decision points specific to expected financial contributions from Johnson County Library and the YMCA regarding the Community Center project. The Library also sent a memo (attached) to staff on September 12, 2024, asking for answers and resolution to outstanding items prior to a Library Board retreat on October 30, 2024. They intend to present a staff recommendation for the Corinth Library replacement, and they would like the City to make determinations on a number of non-negotiable items that will require agreement between parties. There are also financial expectations that need to be determined between the City and YMCA to keep pace with the timeline of the project. Staff requested guidance from the Finance Committee in order to continue to narrow the list of unresolved partnership decision points.

Additional background information on the history of the Community Center project can be found at <https://www.pvkansas.com/departments/projects/community-center-campus>.

LIBRARY DECISION POINTS

The Johnson County Library has been interested in building a new branch that would be co-located with a Community Center. This would replace the existing Corinth Library branch. The Library staff has outlined a number of items which they believe are non-negotiable in coming to an ultimate agreement on co-location and which they need resolution on before making a recommendation to their board. While there are several items in their letter, staff believes the most important ones for Council discussion are:

- 1. The City will donate the Land for the Library building, associated drive-thru lane; the Board of Directors of the Johnson County Library must own this Land.*
- 3. Size of building/lot - building - 25,000 sq ft, lot size - 2 acres*
- 8. Project timeline, including election/ballot timing and deadlines - The Library needs to know the City's plan and timeline for voter consideration of a ballot measure.*

The Finance Committee reviewed the Library's letter and discussed. The Finance Committee ultimately voted 6-0 to recommend the following major responses to the Library:

- The City will not convey the 2 acres at Harmon Park at no cost as requested. However, the City would accept a land transfer or "swap" with the land the Library currently occupies on Mission Road
- The City would like the site development costs that the Library has agreed to fund to be better defined and inclusive, but not limited to, demo, parking lot, utilities, lighting, grading, etc.

SUGGESTED ACTION - LIBRARY

Review and discuss Library memo and determine if Finance Committee recommendations are acceptable or if they need to be amended. Once acceptable, motion to approve the responses and direct staff to present to the Library for further negotiation by staff.

The Finance Committee did not specifically discuss the Library's point #8, however it is something the Library has requested. In order for a public vote to occur in early 2025 all ballot language needs to be turned into Johnson County Election Office in December.

YMCA DECISION POINTS

The YMCA has been in discussion with the City for several years to be the operator of a future Community Center that would replace the Paul Henson YMCA. YMCA staff have made several presentations at both Finance Committee and City Council meetings related to the future of the Paul Henson facility and their expectations of operating a City-owned Community Center. The Finance Committee reviewed several items that had previously been publicly presented, focusing on site location, the YMCA's financial pro forma, and capital contributions from the YMCA in entering the partnership. The Finance Committee ultimately voted 5-1 to recommend the following responses to the YMCA:

- YMCA will need to cover operational losses - the City would not provide a subsidy if the facility does not recover operational costs
- YMCA will need to contribute \$7.5 million within two years of opening towards capital expenses (contributed land is not included in this number)
- The City is inclined to accept the 15% management fee as presented
- The YMCA would need to reimburse the City for facility maintenance to include a city employee as assigned.

SUGGESTED ACTION - YMCA

Review and discuss YMCA materials and determine if Finance Committee recommendations are acceptable or if they need to be amended. Once acceptable, motion to approve the responses and direct staff to present to the YMCA for further negotiation by staff.

FUNDING DECISION POINTS

The Community Center would be constructed and owned by the City. In order to finance the estimated \$55,000,000 construction cost, the City would need to issue general obligation (G.O.) bonds. Prior discussions have planned to repay those bonds by passing an increase to the City's sales tax rate (as opposed to a mill levy increase). In accordance with KSA 12-187, this would require a public vote before it could be implemented.

The exact cost of debt service will depend on final construction costs and interest rates at the time of bond issuance. Staff has worked with the City's municipal financial advisor, Columbia Capital, to estimate repayment amounts and the level of sales tax increase needed to generate sufficient revenue. Current estimates for 30-year G.O. bonds would require annual debt service of roughly \$3,085,000, making total repayment \$92.5MM over 30 years. This would require approximately a 5/8 to 3/4 percent sales tax increase.

The City's current total sales tax rate is 8.975%. This is made up of several taxing districts:

Prairie Village Total Sales Tax Rate	
6.500%	State of Kansas
1.000%	City Of Prairie Village
1.350%	Johnson County
<u>0.125%</u>	Johnson Co. Research Triangle
8.975%	Total

An existing 1% CID tax makes the total rate 9.975% only in the PV Shops and Corinth shopping districts. An increase of 5/8 or 3/4 of a percent of the City's 1.0% sales tax rate would take the City's portion of the sales tax rate to 1.625-1.75%, and the total sales tax rate in the City to 9.6-9.725% (10.6-10.725% in the PV Shops and Corinth shopping districts).

According to Columbia Capital, borrowing the \$55,000,000 necessary for construction costs would likely lower the City's credit rating from AAA to AA+. This would not impact rates on existing debt. In addition, there would need to be various debt and financial policy updates.

The Finance Committee voted 5-1 to recommend that as the Community Center project moves forward, to plan for a public vote asking for a sales tax increase of either 5/8 or 3/4 percent.

SUGGESTED ACTION - FUNDING DECISION

Discuss support for using a sales tax increase to pay for construction debt service.

Note that there will be further Council action necessary at a later date before a sales tax public vote could be held.

ATTACHMENTS:

- **Johnson County Library Memorandum**
- **Various previously-presented YMCA materials**
- **Example Community Center financing schedule**

Prepared by:

Jason Hannaman

Finance Director

Date: September 30, 2024

September 16, 2024

Wes Jordan
City Manager
Prairie Village KS

Dear Wes,

On September 12, Library staff updated the Library Board on the Harmon Park project study with Prairie Village and the Library's feasibility study for the existing Corinth branch location. Now, moving forward, Library staff will need answers and resolution on the following points before we will take a recommendation to our Library Board.

Below are the topics we need resolution of and agreement on:

Non-negotiables for Johnson County Library – The Library will require agreement on the following:

1. The City will donate the Land for the Library building, associated drive-thru lane; the Board of Directors of the Johnson County Library must own this Land.
2. Determining the needed parking count and parking arrangement.
3. Size of building/lot – building - 25,000 sq ft, lot size - 2 acres
4. Contingencies for the Library in a property conveyance transaction:
 - a. The City's ballot measure must be approved.
 - b. Pursuant to statute, the Board of County Commissioners must approve and ratify the Library's agreement with the City on property conveyance. This would occur after the Library Board has approved a property conveyance agreement.
5. Petitioning Zone - Pursuant to the Library Administrative Regulation Manual, the Library permits petitioners to petition, campaign, and distribute materials on Library property outside Library branch facilities in areas designated by the Library. We want to confirm this will not be an issue.
6. Library is solely responsible for Library design, construction, all improvements and utilities on the Library's timeline.
7. Cooperation clause – "The parties agree to exercise good faith and cooperate with each other to finalize and execute all documents and agreements necessary to complete the project as required by city code and state law."
8. Project timeline, including election/ballot timing and deadlines – The Library needs to know the City's plan and timeline for voter consideration of a ballot measure.

The Library Board will meet on October 30 for a Board retreat, at that time we intend to present a Corinth Replacement staff recommendation, our expectation is that the aforementioned matters will be resolved before October 30th, 2024 so the Library Board can take action on November 14, 2024 to keep on the project timeline.

Information needed and points on which agreement should be reached:

1. Harmon Park Study Site diagram
2. JCL cost for site development
 - a. Library will pay for Library-related site costs
3. Staging and construction laydown space
4. Property grading, clean fill, no construction debris, JCL may conduct borings if the site is used for any purpose between this agreement and closing / construction
5. Make clear that City's Harmon Park tax levy does not include funding for the Library
6. Construction damage by JCL to City sites will be repaired by Library
7. Shared plaza space management
8. Landscaping and site maintenance -potential for shared costs
9. Land use, development and building permit process
 - a. Cooperate on City's process for land use, development, building permit review, development plan, language about complementary scale and aesthetics
 - b. Platting, easement

Let me know if you have questions or need further information about these items.

Tricia Suellentrop

County Librarian

Johnson County Library

9875 W. 87th Street, Overland Park, KS 66212

913.826.4715 (desk) | 913.826.4600 (office)

JOHNSON COUNTY LIBRARY

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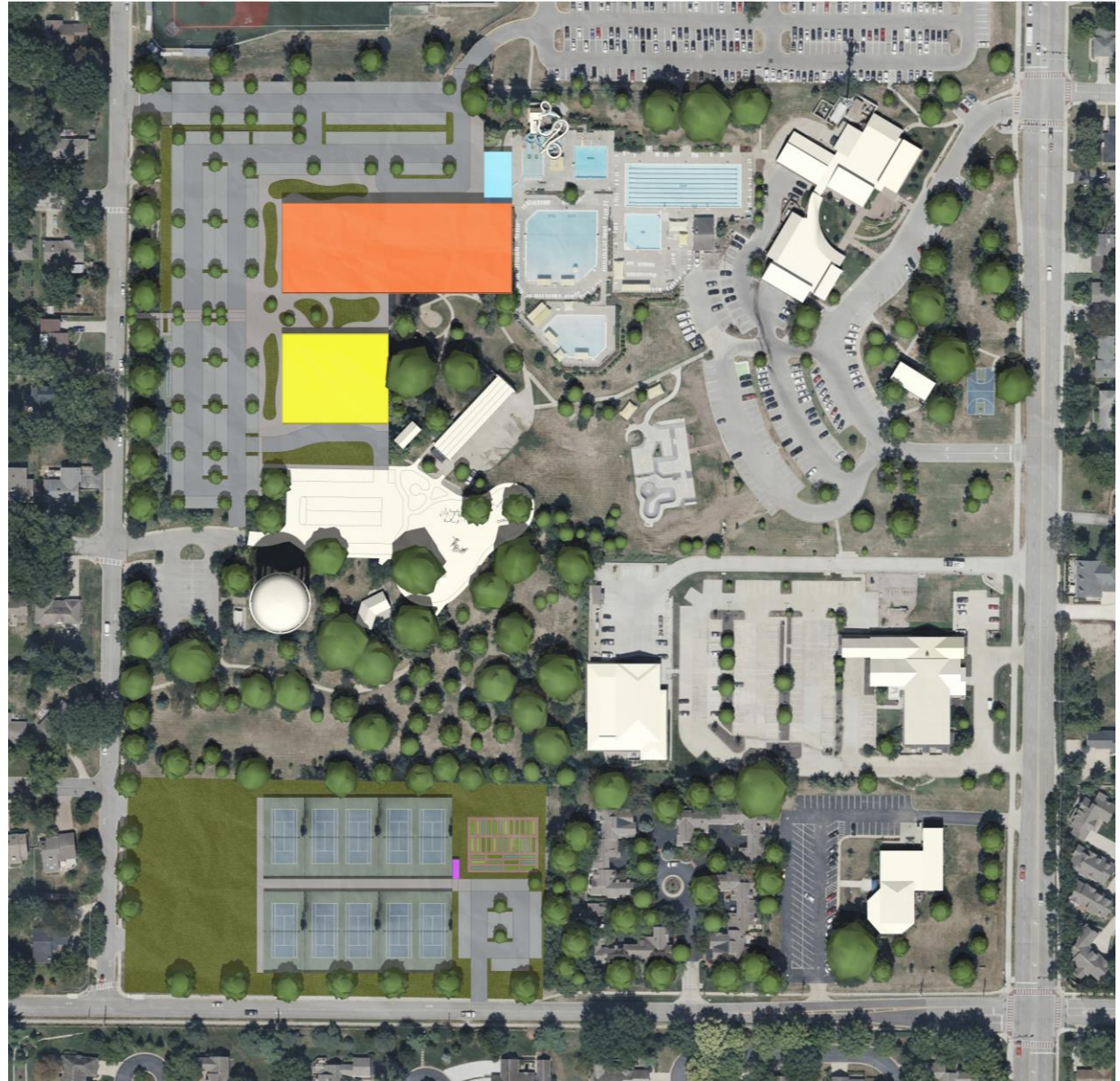
Option B: Community Center YMCA and Library co-located at the northwest portion of Harmon Park

Opportunities:

- Attains close proximity of the new Community Center YMCA, Library, and pools.
- Provides Harmon Park additional parking and entrance plaza.
- Provides a direct connection to adjacent outdoor spaces and the existing pavilion.
- Allows continuation of YMCA operation throughout the duration of construction.
- Existing Corinth Library branch remains open throughout the duration of construction.

Challenges:

- Temporarily displaces the existing tennis courts and community garden for the duration of construction.
- Directs vehicular traffic to Delmar Street.
- Pool and Shawnee Mission East High School parking impacts.



Preferred Option- Option B

By Library Staff, YMCA, and Prairie Village Staff. Was also the preferred option based on feedback from the second Public Meeting.



Community Center/Library Co-Location Benefits- Option B

- Creates a campus plaza between facilities.
- Shared parking and drop-off/pick-up.
- A gateway entrance to Harmon Park.
- Shared outdoor public realm (placemaking.)
- Shared programming and resources.
- Park features adjacent to YMCA/Library.



Slide originally presented at 8/19/24 Council Meeting

Project Cost

Assuming building cost per square foot = \$579

Facility size = 55,000 sf	\$31,824,036
+ site development	\$7,595,279
- JCL site & land contribution	TBD

Total hard costs: \$39,419,315

Soft Costs:

+ 10% Professional Fees	\$3,941,931
+ FFE	\$1,750,000
+ 10% Owner Contingency	\$4,511,125

Total soft costs: \$10,203,056

Total Project Cost in 2024 Q2: \$49,622,371

* Total project cost would be reduced by YMCA capital contribution, yet to be determined

11.5% escalation from now until midpoint of construction (12/2026)

= \$55,328,944 in 12/2026 dollars

STACK

YMCA Land	\$3M
YMCA Operating Revenue	\$750K-1M
<u>Fundraising</u>	<u>\$3-4M</u>
Net	\$6.75K-8M

Operating Proforma
Prairie Village Community Center YMCA
Conservative Mid Price

55,000 SF
 2,017 Units
 3 Year Ramp

Pro Forma Financials

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Revenues					
Contributions	60,000	65,000	75,000	85,000	95,000
Membership Dues	670,000	1,355,624	1,807,499	1,843,600	1,880,500
Program Fees	100,000	102,000	104,000	106,100	108,200
Facility Rentals	30,000	30,600	31,200	31,800	32,400
Total Revenue	860,000	1,553,224	2,017,699	2,066,500	2,116,100
Expenses					
Salaries	645,000	957,100	971,500	986,100	1,000,900
Taxes & Benefits	141,900	210,562	213,730	216,942	220,198
Supplies	51,000	51,500	52,000	52,500	53,000
Occupancy	467,500	472,200	476,900	481,700	486,500
Equipment Expenses	45,000	45,500	46,000	46,500	47,000
Publicity	45,000	30,000	18,000	18,200	18,400
Telecom/Transport/Leases	30,000	30,300	30,600	30,900	31,200
Total Expense	1,425,400	1,797,162	1,808,730	1,832,842	1,857,198
DIRECT NET	(565,400)	(243,938)	208,969	233,658	258,902
Management Fee	(129,000)	(232,984)	(302,655)	(309,975)	(317,415)
NET AFTER MGMT FEE	(694,400)	(476,922)	(93,686)	(76,317)	(58,513)
MEMBERSHIP UNITS	730	1,338	2,017	2,017	2,017

Slide originally presented at 8/5/24 Council Meeting

PAUL HENSON FINANCIALS

	2024 Budget	YTD June 2024 Actual	2023 Actual
Revenue			
Contributions	14,673	4,510	35,314
Membership Dues Income	680,383	352,673	669,258
Program Service Fee	67,319	25,250	74,835
Facilities Rental	9,300	2,242	1,153
Revenue	771,675	384,675	780,560
Expense			
Personnel Expense	501,264	229,212	486,374
Supplies	44,440	22,279	43,265
Occupancy Costs	294,751	122,200	271,485
All Other Costs	133,448	92,080	166,908
Expense	973,903	465,771	968,032
Net Loss	(202,228)	(81,096)	(187,472)

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Prairie Village, Kansas Community Center Financing Level Debt Service

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SOURCES AND USES OF FUNDS

Prairie Village, Kansas Community Center Financing Level Debt Service

Sources:

Bond Proceeds:	
Par Amount	54,090,000.00
Net Premium	1,438,929.80
	<hr/>
	55,528,929.80
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	55,000,000.00
Delivery Date Expenses:	
Cost of Issuance	200,000.00
Underwriter's Discount:	
Other Underwriter's Discount	324,540.00
Other Uses of Funds:	
Additional Proceeds	4,389.80
	<hr/>
	55,528,929.80
	<hr/> <hr/>

BOND SUMMARY STATISTICS

Prairie Village, Kansas Community Center Financing Level Debt Service

Dated Date	12/01/2024
Delivery Date	12/01/2024
Last Maturity	12/01/2054
Arbitrage Yield	3.672398%
True Interest Cost (TIC)	3.719494%
Net Interest Cost (NIC)	3.768359%
All-In TIC	3.748723%
Average Coupon	3.880876%
Average Life (years)	18.311
Duration of Issue (years)	12.660
Par Amount	54,090,000.00
Bond Proceeds	55,528,929.80
Total Interest	38,436,975.02
Net Interest	37,322,585.22
Total Debt Service	92,526,975.02
Maximum Annual Debt Service	3,087,381.26
Average Annual Debt Service	3,084,232.50
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	102.060251

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Serial Bonds	29,035,000.00	104.956	3.75173897%	11.834	25,604.50
2049 Term	11,330,000.00	100.000	3.87500000%	23.076	18,128.00
2054 Term	13,725,000.00	100.000	4.00000000%	28.078	23,881.50
	54,090,000.00			18.311	67,614.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	54,090,000.00	54,090,000.00	54,090,000.00
+ Accrued Interest			
+ Premium (Discount)	1,438,929.80	1,438,929.80	1,438,929.80
- Underwriter's Discount	-324,540.00	-324,540.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	55,204,389.80	55,004,389.80	55,528,929.80
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	3.719494%	3.748723%	3.672398%

Estimate as of 10/1/24 - for discussion purposes only

BOND PRICING

Prairie Village, Kansas Community Center Financing Level Debt Service

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Serial Bonds:					
	12/01/2025	920,000	5.000%	2.650%	102.304
	12/01/2026	970,000	5.000%	2.380%	105.087
	12/01/2027	1,015,000	5.000%	2.340%	107.663
	12/01/2028	1,065,000	5.000%	2.360%	110.020
	12/01/2029	1,120,000	5.000%	2.370%	112.332
	12/01/2030	1,175,000	5.000%	2.440%	114.208
	12/01/2031	1,235,000	5.000%	2.500%	115.963
	12/01/2032	1,295,000	5.000%	2.560%	117.549
	12/01/2033	1,360,000	5.000%	2.600%	119.148
	12/01/2034	1,430,000	5.000%	2.640%	120.623
	12/01/2035	1,500,000	3.250%	3.170%	100.681 C
	12/01/2036	1,550,000	3.250%	3.260%	99.901
	12/01/2037	1,600,000	3.250%	3.340%	99.057
	12/01/2038	1,650,000	3.250%	3.360%	98.779
	12/01/2039	1,705,000	3.250%	3.440%	97.788
	12/01/2040	1,760,000	3.500%	3.420%	100.672 C
	12/01/2041	1,825,000	3.500%	3.520%	99.745
	12/01/2042	1,885,000	3.500%	3.580%	98.945
	12/01/2043	1,955,000	3.500%	3.640%	98.091
	12/01/2044	<u>2,020,000</u>	3.750%	3.670%	100.664 C
		29,035,000			
2049 Term:					
	12/01/2045	2,095,000	3.875%	3.875%	100.000
	12/01/2046	2,180,000	3.875%	3.875%	100.000
	12/01/2047	2,265,000	3.875%	3.875%	100.000
	12/01/2048	2,350,000	3.875%	3.875%	100.000
	12/01/2049	<u>2,440,000</u>	3.875%	3.875%	100.000
		11,330,000			
2054 Term:					
	12/01/2050	2,535,000	4.000%	4.000%	100.000
	12/01/2051	2,635,000	4.000%	4.000%	100.000
	12/01/2052	2,740,000	4.000%	4.000%	100.000
	12/01/2053	2,850,000	4.000%	4.000%	100.000
	12/01/2054	<u>2,965,000</u>	4.000%	4.000%	100.000
		13,725,000			
		<u>54,090,000</u>			

Dated Date	12/01/2024	
Delivery Date	12/01/2024	
First Coupon	06/01/2025	
Par Amount	54,090,000.00	
Premium	1,438,929.80	
Production	55,528,929.80	102.660251%
Underwriter's Discount	-324,540.00	-0.600000%
Purchase Price	55,204,389.80	
Accrued Interest		
Net Proceeds	55,204,389.80	

BOND DEBT SERVICE

Prairie Village, Kansas Community Center Financing Level Debt Service

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>
12/31/2025	920,000	2,163,075.00	3,083,075.00
12/31/2026	970,000	2,117,075.00	3,087,075.00
12/31/2027	1,015,000	2,068,575.00	3,083,575.00
12/31/2028	1,065,000	2,017,825.00	3,082,825.00
12/31/2029	1,120,000	1,964,575.00	3,084,575.00
12/31/2030	1,175,000	1,908,575.00	3,083,575.00
12/31/2031	1,235,000	1,849,825.00	3,084,825.00
12/31/2032	1,295,000	1,788,075.00	3,083,075.00
12/31/2033	1,360,000	1,723,325.00	3,083,325.00
12/31/2034	1,430,000	1,655,325.00	3,085,325.00
12/31/2035	1,500,000	1,583,825.00	3,083,825.00
12/31/2036	1,550,000	1,535,075.00	3,085,075.00
12/31/2037	1,600,000	1,484,700.00	3,084,700.00
12/31/2038	1,650,000	1,432,700.00	3,082,700.00
12/31/2039	1,705,000	1,379,075.00	3,084,075.00
12/31/2040	1,760,000	1,323,662.50	3,083,662.50
12/31/2041	1,825,000	1,262,062.50	3,087,062.50
12/31/2042	1,885,000	1,198,187.50	3,083,187.50
12/31/2043	1,955,000	1,132,212.50	3,087,212.50
12/31/2044	2,020,000	1,063,787.50	3,083,787.50
12/31/2045	2,095,000	988,037.50	3,083,037.50
12/31/2046	2,180,000	906,856.26	3,086,856.26
12/31/2047	2,265,000	822,381.26	3,087,381.26
12/31/2048	2,350,000	734,612.50	3,084,612.50
12/31/2049	2,440,000	643,550.00	3,083,550.00
12/31/2050	2,535,000	549,000.00	3,084,000.00
12/31/2051	2,635,000	447,600.00	3,082,600.00
12/31/2052	2,740,000	342,200.00	3,082,200.00
12/31/2053	2,850,000	232,600.00	3,082,600.00
12/31/2054	2,965,000	118,600.00	3,083,600.00
	54,090,000	38,436,975.02	92,526,975.02

BOND DEBT SERVICE

Prairie Village, Kansas Community Center Financing Level Debt Service

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2025		1,081,537.50	1,081,537.50
12/01/2025	920,000	1,081,537.50	2,001,537.50
06/01/2026		1,058,537.50	1,058,537.50
12/01/2026	970,000	1,058,537.50	2,028,537.50
06/01/2027		1,034,287.50	1,034,287.50
12/01/2027	1,015,000	1,034,287.50	2,049,287.50
06/01/2028		1,008,912.50	1,008,912.50
12/01/2028	1,065,000	1,008,912.50	2,073,912.50
06/01/2029		982,287.50	982,287.50
12/01/2029	1,120,000	982,287.50	2,102,287.50
06/01/2030		954,287.50	954,287.50
12/01/2030	1,175,000	954,287.50	2,129,287.50
06/01/2031		924,912.50	924,912.50
12/01/2031	1,235,000	924,912.50	2,159,912.50
06/01/2032		894,037.50	894,037.50
12/01/2032	1,295,000	894,037.50	2,189,037.50
06/01/2033		861,662.50	861,662.50
12/01/2033	1,360,000	861,662.50	2,221,662.50
06/01/2034		827,662.50	827,662.50
12/01/2034	1,430,000	827,662.50	2,257,662.50
06/01/2035		791,912.50	791,912.50
12/01/2035	1,500,000	791,912.50	2,291,912.50
06/01/2036		767,537.50	767,537.50
12/01/2036	1,550,000	767,537.50	2,317,537.50
06/01/2037		742,350.00	742,350.00
12/01/2037	1,600,000	742,350.00	2,342,350.00
06/01/2038		716,350.00	716,350.00
12/01/2038	1,650,000	716,350.00	2,366,350.00
06/01/2039		689,537.50	689,537.50
12/01/2039	1,705,000	689,537.50	2,394,537.50
06/01/2040		661,831.25	661,831.25
12/01/2040	1,760,000	661,831.25	2,421,831.25
06/01/2041		631,031.25	631,031.25
12/01/2041	1,825,000	631,031.25	2,456,031.25
06/01/2042		599,093.75	599,093.75
12/01/2042	1,885,000	599,093.75	2,484,093.75
06/01/2043		566,106.25	566,106.25
12/01/2043	1,955,000	566,106.25	2,521,106.25
06/01/2044		531,893.75	531,893.75
12/01/2044	2,020,000	531,893.75	2,551,893.75
06/01/2045		494,018.75	494,018.75
12/01/2045	2,095,000	494,018.75	2,589,018.75
06/01/2046		453,428.13	453,428.13
12/01/2046	2,180,000	453,428.13	2,633,428.13
06/01/2047		411,190.63	411,190.63
12/01/2047	2,265,000	411,190.63	2,676,190.63
06/01/2048		367,306.25	367,306.25
12/01/2048	2,350,000	367,306.25	2,717,306.25
06/01/2049		321,775.00	321,775.00
12/01/2049	2,440,000	321,775.00	2,761,775.00
06/01/2050		274,500.00	274,500.00
12/01/2050	2,535,000	274,500.00	2,809,500.00
06/01/2051		223,800.00	223,800.00
12/01/2051	2,635,000	223,800.00	2,858,800.00
06/01/2052		171,100.00	171,100.00
12/01/2052	2,740,000	171,100.00	2,911,100.00
06/01/2053		116,300.00	116,300.00
12/01/2053	2,850,000	116,300.00	2,966,300.00
06/01/2054		59,300.00	59,300.00
12/01/2054	2,965,000	59,300.00	3,024,300.00
	54,090,000	38,436,975.02	92,526,975.02



ADMINISTRATION

Council Meeting Date: October 7, 2024

Consider amendment to Council Policy 29 - President of the Council

RECOMMENDATION

Move the Governing Body to approve revisions to CP029 “President of the Council” amending certain criteria and clarifying eligibility, nominations, and elections.

BACKGROUND

During the September 3, 2024, and September 16, 2024, Committee of the Whole meetings, the Council discussed potential changes to the eligibility, timing, and voting procedures surrounding the election of the President of the Council. After proposed elements were presented by certain members of the Council at the September 16, 2024, meeting, staff were asked to draft a proposed new policy containing those elements.

A new proposed policy, attached hereto, includes those elements. It additionally seeks to provide certain contingencies in the event that the circumstances arise that no single councilmember might meet all requisite elements. The proposed policy also seeks to address the potential mid-term vacancy in the President of the Council position.

If this proposed amended policy is adopted, then the City Council will select the President of the Council at the first January meeting with that individual commencing their year of service at the first meeting in February.

ATTACHMENTS

Council Policy 029 President of the Council - Proposed Amended Language

PREPARED BY

Alex Aggen, City Attorney

Date: October 1, 2024



City Council Policy: CP029 - President of the Council

Effective Date: October 8, 2024

Amends: June 5, 2017

Approved By: Governing Body

I. SCOPE

II. PURPOSE

- A.** To establish a procedure for selecting the President of the Council

III. RESPONSIBILITY

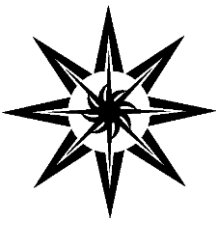
- A.** The City Council elects one of its own body as President of the Council to preside over meetings of the City Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in February.

IV. DEFINITIONS

- A. City Council:** City Council means 12 elected Councilmembers or those persons appointed to fill vacancies on the council.

V. POLICY

- A.** An annual election will occur at the first January City Council meeting.
- B.** Only Councilmembers who attend that meeting will be eligible to nominate, be nominated, or vote for the proposed President of the Council.
- C.** Nominated Councilmembers must accept the nomination before a vote can be taken.
- D.** Councilmembers who have not served as a Councilmember for at least one year are ineligible for nomination.
- E.** Councilmembers who have served as the President of the Council during their current term are ineligible for nomination.
- F.** Councilmembers who serve in the same Ward as the current sitting President of the Council are ineligible for nomination.
- G.** Councilmembers cannot serve as President of the Council for two consecutive years.
- H.** The election of a nominated Councilmember who meets the above criteria shall be approved and confirmed by a simple majority of the City Council.
- I.** In the event that no Councilmember meets the above criteria, or no Councilmember meets the above criteria who accepts a nomination, any Councilmember may be nominated. That Councilmember must still accept the nomination, and that election shall be approved and confirmed by a simple majority of the City Council.
- J.** In the event that a sitting President of the Council resigns from the position of President of the Council, resigns or otherwise no longer serves as a Councilmember, or otherwise is unable to serve as President of the Council, an interim election will occur at the next regularly scheduled City Council meeting. That interim election will follow all of these procedures and criteria, except that the newly elected President of the Council shall only serve through the upcoming January.



Consider Short Term Rental Ban Ordinance

BACKGROUND

At the May 6, 2024 [Council meeting](#), the Council discussed potential options for Short Term Rentals (STR), which ranged from adding new regulations and fees to a ban for rentals under 30 days. While the Council discussed several options, direction was given to staff to provide information about what a ban for rentals under 30 days would look like. At the September 4, 2024 [Council meeting](#), staff provided Council with information about a ban on rentals for less than 30 days. Council requested additional information before making a recommendation. At the September 16, 2024 [Council meeting](#), the Council discussed the revenue potential for collecting a Transient Guest Tax on short term rental stays. Upon hearing from the public and having further discussion, Council directed staff to draft a ban on rentals under 30 days. Council asked staff to bring back their best recommendation for a phase out approach.

Prior to this discussion, the City Council had 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 the Neighborhood Design Guidelines and researching further regulations and/or fees for STRs.

Currently STRs (including Airbnb, VRBO, etc.) are required to obtain a rental license to operate in Prairie Village. The rental license process is the same for both long-term and short-term rentals. The license must be renewed annually for \$77 and requires an annual exterior inspection to ensure compliance with the Property Maintenance Code. Any property owned by someone outside of Johnson County, Kansas must identify a local resident agent/manager. Currently there are 833 active or pending rental licenses in Prairie Village, which is a combination of long- and short-term rentals. While we don't track it specifically, we believe the vast majority of these rentals are long term rentals. We estimate there are 30 STRs in Prairie Village.

DISCUSSION

Consistent with the Council's direction, a ban on short-term rentals is proposed. Details are included below and on the attached proposed ordinance.

Considerations were given by staff concerning not only the prohibition on short-term rentals, but also the consequences concerning violations of the same. Based on Council's direction and staff's deliberations, there are two contemplated consequences. First, violations shall result in a fine up to \$500.00 per day. Second, violations can result in a denial of a prospective license or a revocation or suspension of an existing license. For this second option, an owner can appeal the city clerk's decision, which would come before the governing body for a hearing.

The below language is proposed to be added into the Prairie Village City Code Section 5-706, after the existing language which details that a rental license is required. The new Section 5-706 would read in its entirety:

- (a) No residential structure used for rental purposes shall be occupied without the owner first making application to the city for the occupation license required herein and maintaining such

license in force and effect. No residential structure may be occupied if the occupational license for the residential structure is revoked. The city clerk may declare a residential structure used for rental purposes to be uninhabitable if a valid occupational license for such structure is not in effect and, at the direction of the governing body, may commence civil actions to evict persons residing in such structures.

- (b) *Short-Term Rental Prohibited.* No person, firm or corporation shall lease or rent, or offer for lease or rent, a lot or any structure thereon (including without limitation a dwelling, garage, or pool house), or any portion of the same (e.g., a room or rooms within a dwelling) for a period of less than 30 days. Owners who are in violation of this section shall be punished by a fine of up to \$500.00. Each day that a violation continues shall constitute a separate offense. A license shall not be granted and may be suspended or revoked by the city clerk if the owner violates this subsection (b). The finality and potential appeal of such a denial, suspension, or revocation shall be governed by the procedure of Section 5-708(c).

If the Council decides to move forward with passing the proposed amendment and enacting a ban on short-term rentals, staff recommends an enactment date of November 1, 2025. The Code would not be in force until that date, and short-term rentals would continue to be permitted until that time, while still subject to all other City codes, including nuisance codes.

This timing is contemplated:

- To allow dissemination of information concerning the upcoming change;
- To provide property owners ample time to choose to change the use of their property or consider divestment of the property;
- To allow those who have existing bookings to have those bookings honored through that time period; and
- To minimize difficulties and uncertainties for both staff and property owners in considering any form of phase out, rolling enforcement based on license renewal date, or refund processes for rental licenses.

Once published and final, City communications would convey this update, and the specific rental application form would also include a notice of the upcoming enactment. During the months from publication until the effective date, staff intend to gather from each renewal and new application whether they are contemplating short-term rentals. This data collection will aim to help effectively communicate the potential upcoming ban both during the renewal and application process, and to potentially follow-up directly closer in time the effective date with such license holders. Additionally, if the ban is passed, this would be communicated to third-party platforms that specialize in short-term rentals, and staff would work with those platforms to seek their compliance in only offering rentals that are a minimum of 30 days.

Staff is seeking confirmation of these recommendations before bringing back an Ordinance for adoption at the next meeting.

ATTACHMENTS

Draft Ordinance 2499

PREPARED BY

Alex Aggen, City Attorney

Nickie Lee, Deputy City Administrator

Date: September 30, 2024

ORDINANCE NO. 2499

AN ORDINANCE REGARDING RENTING RESIDENTIAL PROPERTY FOR A MINIMUM DURATION OF THIRTY DAYS, AMENDING SECTION 5-706 (LICENSE REQUIRED) OF ARTICLE 7 (RESIDENTIAL RENTAL PROPERTIES), CHAPTER V (BUSINESS REGULATIONS), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.

WHEREAS, the City Council has considered the presence, benefits, and concerns regarding the use of rentals within the City, and has after consideration of the issues decided that rentals for a period of less than thirty (30) days should not be permitted under the City's rental licensing program; and

WHEREAS, the City seeks to set expectations and allow for increased notice concerning how it will enact a change that will prohibit rentals for a period of less than thirty (30) days; and

WHEREAS, the City desires to provide current rental license holders who might utilize their license for such rentals a substantial time period to be informed of the change, evaluate a change in the use of divestment of their property, and allow existing bookings currently set for the same time period to be honored.

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

Section 1. Section 5-706 of the Prairie Village Municipal Code will be deleted in its entirety and amended to read, effective November 1, 2025, as follows:

5-706 – LICENSE REQUIRED.

- (a) No residential structure used for rental purposes shall be occupied without the owner first making application to the city for the occupation license required herein and maintaining such license in force and effect. No residential structure may be occupied if the occupational license for the residential structure is revoked. The city clerk may declare a residential structure used for rental purposes to be uninhabitable if a valid occupational license for such structure is not in effect and, at the direction of the governing body, may commence civil actions to evict persons residing in such structures.
- (b) **Short-Term Rental Prohibited.** No person, firm or corporation shall lease or rent, or offer for lease or rent, a lot or any structure thereon (including without limitation a dwelling, garage, or pool house), or any portion of the same (e.g., a room or rooms within a dwelling) for a period of less than 30 days. Owners who are in violation of this section shall be punished by a fine of up to \$500.00. Each day that a violation continues shall constitute a separate offense. A license shall not be granted and may be suspended or revoked by the city clerk if the owner violates this subsection (b). The finality and potential appeal of such a denial, suspension, or revocation shall be governed by the procedure of Section 5-708(c).

Section 2. Section 5-706 of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, is repealed, effective on November 1, 2025.

Notwithstanding this future effective date, this ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2024.

APPROVED:

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

Alex Aggen, City Attorney

MAYOR'S ANNOUNCEMENTS
Monday, October 7, 2024

Diversity Committee	10/08/2024	4:00 p.m.
Parks and Recreation Committee	10/09/2024	4:00 p.m.
Voting Rights Town Hall	10/10/2024	6:00 p.m.
Community center public meeting #3	10/15/2024	4:00 p.m.
Police Pension Board	10/17/2024	2:00 p.m.
City Council	10/21/2024	6:00 p.m.

=====

INFORMATIONAL ITEMS
October 7, 2024

1. Board of Zoning Appeals meeting minutes – June 4, 2024
2. Arts Council meeting minutes – July 10, 2024
3. Planning Commission meeting minutes – September 10, 2024
4. JazzFest meeting minutes – September 24, 2024
5. October plan of action

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, JUNE 4, 2024**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, June 4, 2024, at 6:30 p.m. in the Council Chambers of the Municipal Building at 7700 Mission Road. Chair Jonathan Birkel called the meeting to order at 6:30 p.m. with the following members present: James Breneman, James Kersten, Greg Wolf, Melissa Brown, Melissa Temple and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Board of Zoning Appeals: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Terry O'Toole, Council Liaison; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Board Secretary.

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the May 7, 2024, Board of Zoning Appeals meeting as presented. Ms. Brown seconded the motion, which passed 5-0, with Mr. Wolf and Mr. Valentino in abstention.

PUBLIC HEARINGS

BZA2024-05 Variance of required side setback for construction of deck
2214 W. 72nd Street
Zoning: R-1B
Applicant: Margaret Walsh

Mr. Brewster stated that the applicant was requesting a side setback variance from 6' to approximately 5' on the west side lot line to allow for the replacement of an existing deck. The proposed deck would be approximately 8' wide and 13' deep and sit within a reverse corner on the northwest side of the home. The 8' width would place the deck approximately 5' from the west property line. The deck would also extend to the rear of the house along the side setback for approximately 13', which is slightly larger than the current deck. The adjacent house is approximately 9' from the existing house, but the deck is more than 12' from any structure due to the floor plan of the adjacent house.

The property is a 60' wide by 130' deep lot, which is typical of most lots on the block, with some variation. The house was built prior to adoption of the zoning regulations, and both it and the deck are legal non-conforming structures situated approximately 5' from the west property boundary. Mr. Brewster noted that the R-1B zoning district was amended

in 2018 to change the minimum side setback from 4' to 6'. A replacement that complies with the required setback would either involve shortening the deck to approximately 7' in width, lowering it two steps down from the doorway, or cantilevering it over foundational elements that comply with the setback.

Mr. Brewster said that side setbacks were intended to manage the relationship of adjacent buildings. In this case, the buildings will maintain a relationship similar to the existing condition. The deck is proposed as a continuation of the side setback line of the principle structure, and will not encroach into the setback more than the principal structure or existing deck. It will also sit at or below the first-floor elevation of the existing home and will remain open and unenclosed.

Mr. Brewster stated that Section 19.54.030 of the zoning regulations required the Board to find that all five of the following "golden factors" be met to grant a variance:

1. Uniqueness - That the variance requested arises from such condition which is unique to the property in question, and which is not ordinarily found in the same zone or district and is not created by an action or actions of the property owner or the applicant.
2. Adjacent Property - That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.
3. Hardship - That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.
4. Public Interest - That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.
5. Spirit and Intent of the Regulation - That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

He added that if the board approved the variance, it should be subject to the following conditions:

1. That the variance be granted only to the extent shown with the submitted application and based on submitted plans.
2. The variance, if approved, shall be recorded with the County Register of Deeds within one year of approval.

Margaret Walsh, resident and owner of the property, was present at the meeting.

Mr. Birkel opened the public hearing at 6:36 p.m. With no one present to speak, the public hearing was closed at 6:37 p.m.

Mr. Wolf made a motion to approve the variance with the conditions recommended by staff. Mr. Valentino seconded the motion, which passed unanimously.

OTHER BUSINESS

None.

ADJOURNMENT

Chair Jonathan Birkel adjourned the meeting of the Board of Zoning Appeals at 6:38 p.m.

Adam Geffert
City Clerk/Board Secretary

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
MPR, City Hall
July 10th, 2024
5:30 pm

BUSINESS MEETING

Bonnie Limbird called the meeting to order at 5:30 pm. Council members present were:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Abby Margariel | <input type="checkbox"/> ___, city council vice chair |
| <input checked="" type="checkbox"/> Amy Bagnall | <input checked="" type="checkbox"/> Maddie Samuel |
| <input checked="" type="checkbox"/> Bob Bahr | <input checked="" type="checkbox"/> Nickie Lee, staff member |
| <input checked="" type="checkbox"/> Bonnie Limbird, committee vice chair | <input checked="" type="checkbox"/> Reese Naftel |
| <input checked="" type="checkbox"/> Gina Ciampi | <input checked="" type="checkbox"/> Renee Duvall |
| <input checked="" type="checkbox"/> Jessica Gattorna | <input checked="" type="checkbox"/> Ron Nelson, city council chair |
| <input checked="" type="checkbox"/> Joanna Polley | <input type="checkbox"/> Trudy Williams |
| <input checked="" type="checkbox"/> Laurel Thomas | <input type="checkbox"/> Trinity Ready, student member |

The agenda was approved unanimously.

Public Participation: none

The **Consent Agenda** was approved unanimously which included:

- a. Approval of the ~~July~~ **May 2024** meeting summary..

Ron gave the **City Council Report**.

- Council approved the non-R-1 zoning updates 11-1 at the last council meeting. It is a clean-up of the zoning across the board, and opening commercial up to residential above the ground level.
- A Short Term Rental policy is in the works now.

Nickie gave the **Current Year Financial Update**. She noted that Art of Photography has come in a little more expensive than in previous years, and entries are still down, but both of these have been accounted for in the 2025 budget. Republic Trash has not made their 2024 donation yet, but should be hitting the books this year yet.

New Business: Council discussed that the 2025 City budget process is nearly complete. Our committee budget was approved, no major cuts were found, and there is an increase on the police budget too.

KS Arts Symposium - Reese, Bonnie, maybe Gina, maybe Bob are all interested. Council voted to authorize up to 3 attendees, and Nickie will check back in August for final attendees. Laurel made the motion, Jessica seconded, and the motion carried.

Council reviewed and briefly discussed the proposed new **Mission Statement**. Jessica made the motion to approve and Abby seconded, and the motion carried.

The Prairie Village Arts Council fosters cultural appreciation, inclusion, and economic development by celebrating local art, connecting artists with enthusiasts, and creating lasting community partnerships.

Council discussed whether to approve a Not To Exceed dollar value to purchase a **Parade of Heart** heart in the upcoming 2024 auction. After discussion about multiple factors including that the heart would have to be a durable one for our investment, Maddie made a motion to save our money and not spend it on PoH, Amy seconded, and the motion carried.

The Business Meeting adjourned at 6:07 pm.

PLANNING MEETING

Strategic Planning Update, Timeline & Discussion

Council agreed to break out into smaller temporary subcommittees to brainstorm ideas. The subcommittees with the lead organizer in **bold** are:

- Partners - Maddie, **Abby**, Joanna, Amy
- Buyers - Bonnie, Reese, **Laurel**
- Artists - Renee, Jessica, Bob, **Gina**

Past Show/Events

The **Art of Photography exhibit** has closed at City Hall and was taken down on Saturday, 7/6. We sold 3 pieces. The reception went really well, everyone had a great time. We ran out of alcohol.

Ideas:

- We should put out a tip jar for donations at the bar and a QR code
- Add a reminder that we take donations at the sign-in desk - with a summary of what we do and our mission statement.

Bob asked if the juror got his stipend check? Bonnie & Nickie to follow up.

Prairie Village Art Show - Abby shared that the event went well. It did rain the first night so attendance was down. The flutter flag is a pain; it doesn't stand up and has to be rigged. It also gets in people's faces. We need something else. We received over \$200 in donations for ducks.

We didn't end up partnering with the JoCo Art Therapy group because it was too much with the poster making for Juneteenth.

Upcoming Event Updates

Tonight's event (Klausing, DeGraff, & Larson) - Food trays are from Hen House. The contact is Laura Connell (816-529-4663 corinth). If we want to use them again, just call her directly and tell her what we want and she just takes care of it off-menu. Bonnie will add her to the event planning /curator checklist for future shows.

JazzFest - Jessica is leading. Watch for a sign-up genius to work the tent.

State of the Arts - Renee shared that the call for entry is open and so far we have 73 submissions. Gina volunteered to make a box for donations at the event.

Homesteader's Plaque & Ribbon Cutting - Ribbon cutting may not happen. It was just an idea that was thrown out. The Plaque is in place now though.

Marketing & Communications

No update, but we're currently supporting the public art contest online through late July and looking forward to awarding Bob's painting. The team is also reviewing the website for broken links to refresh.

Bob interviewed Robert Klausing for an article in our newsletter that goes out next week.

Planning Ahead

The **Sponsorship Program** subcommittee will meet in August.

End.

**PLANNING COMMISSION MINUTES
SEPTEMBER 10, 2024**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 10 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, James Kersten, Melissa Brown, Melissa Temple, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Mitch Dringman, Building Official; Terry O’Toole, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Breneman made a motion to approve the minutes of the August 6, 2024, regular Planning Commission meeting. Mr. Birkel seconded the motion, which passed 6-0, with Mr. Wolf in abstention.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

NON-PUBLIC HEARINGS

PC2024-114	Site plan - commercial building remodel 7070 Mission Road Zoning: C-2 Applicant: Kimley-Horn and Associates; GRI Prairie Village, LLC
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Mr. Brewster stated that the applicant was requesting site plan approval for the remodel of a vacant commercial building. The remodel would include the removal of a third story, changes to the exterior of the façade, a small addition for a loading dock, reconfiguration of parking and loading areas, and landscape improvements associated with exterior plazas, courtyards, parking areas, and streetscapes. The property is zoned C-2 General

Business, and most recently was used as a Macy's department store. A site plan for a remodel was approved in 2021 by the Planning Commission, but was never executed for building permits. The remodeling will convert the building to a multi-tenant space, which is anticipated to include a grocery store on the lower level, as well as retail, restaurant, and/or service business spaces on the upper level (south elevation).

The proposal advances comprehensive plan policies regarding repurposing underutilized property and returning a currently vacant building to a viable use. Several of the associated improvements will also improve the visual appearance, social spaces, and pedestrian connections to and within the center. Mr. Brewster said that the plan did not fully capitalize on opportunities for active mixed-use centers identified as "activity centers" in the comprehensive plan, but is consistent with all applicable standards of the C-2 zoning district. The existing building is approximately 28' high, measured from the grade at the frontage. Due to the grade of the site, the building has a walk-out on the south side and operates as a three story building (approximately 42.5' high) on the rear and internal to the site. The proposed remodel will remove the upper story, with a resulting height of 21' on the south elevation and 35' on the north elevation.

Mr. Brewster noted that a small building addition is proposed over a current parking area on the southeast portion of the site associated with a loading area. This will involve lowering the grade to the first level, enclosing the truck loading area, resulting in an approximately 10' high x 30' wide upper wall portion on Mission Road. This wall will be between 6' and 10' from the lot line on Mission Road. C-2 allows a 0' side setback; however, it requires a 15' street side setback from Mission Road. This building addition is the same location and configuration as the approved 2021 plan and is lower than the prior plan due to the removal of the upper story and the move of the grocery store to the first level. It is a minor accessory structure addition to the existing building. As a condition of site plan approval, staff recommends details on the landscape and architectural features on the wall be considered to soften the impact on the streetscape.

The application includes a parking plan that shows 232 parking spaces directly related to this proposed site plan and a total parking count of 1,071 spaces for the entire center, a loss of 69 existing spaces. This is within the blended parking rate required for mixed office and commercial centers by the zoning ordinance. The blended rate and the reduction of square footage with this proposed plan (approximately 38,000 less) make the proposed plan acceptable. Mr. Brewster stated that the parking lot did not meet the required setbacks for parking areas and is between approximately 4' and 8' from 71st Street and Mission Road at various locations. However, the lot is an existing parking area that pre-dates these standards and is eligible to remain and be improved according to the nonconforming use and structure provisions of the ordinance.

The Prairie Village Shopping Center is organized around a series of "internal streets", detailed like pedestrian-oriented public streets and dividing the center into a series of blocks. These include a bowed main street extending off and parallel to Mission Road on the east, a connector street from Tomahawk Road to this street in the center, and an extension of Alhambra Street to the west of this building. The latter is the existing entrance to the previous Macy's site and will remain the main access under this plan. The public

streets and internal streets provide vehicle access to the dispersed parking that serves the center. One current access from Mission Road (right-in only) to the parking lot in front of the building will be closed off with this project to allow better utilization of the parking area. Public Works has reviewed a trip generation report supplied by the applicant in association with this project.

Mr. Brewster said that, in general, the proposed plan improves the pedestrian access and amenities for the site and creates a more inviting experience on the south end of the shopping center. Pedestrian connections from both Mission Road and 71st Street are added and emphasized. He noted that 71st Street did not currently have a sidewalk on the north side of the street adjacent to the shopping center, due to right-of-way constraints. The Bike / Ped Plan calls for an 8' sidewalk on 71st Street, which would be desired on the north side to align with the recently installed pedestrian bridge on the north side at 71st Street and Tomahawk Road. Associated with the 2021 proposal, staff explored three additional conceptual options with the applicant, each of which presented compromises and had technical and logistical issues that needed to be solved to implement the concept, and each raised additional issues and concerns for the applicant. Details for each concept are included in the staff report.

Any option would require further study and design strategies to address the following challenges:

- Right-of-way, easement and other technical issues regarding the curb location and property lines
- Connecting to sidewalks and intersections to the east and west
- Addressing utilities and other existing structures along this edge

Based on these conceptual discussions and the challenges, the applicant proposed an option in the 2021 submittal, which is also included in the current 2024 plan:

- A mid-block crossing at Alhambra Street that leads to a north/south pedestrian route to the building frontage along the east side of the access drive
- A sidewalk connection from the existing Mission Road sidewalk to the plaza area at the southeast corner of the building
- An improved landscape edge, with low shrubs and ornamental trees along the parking area at 71st Street

While this was not the desired solution, Mr. Brewster said that staff determined at the time of the 2021 plan that it was acceptable, considering the existing conditions and the constraints for an improved sidewalk connection on the north side of 71st Street. However, staff recommends that the landscape edge treatment be continued west to the Alhambra Street entrance along 71st Street to complete the frontage design and parking screening on that entire side.

Mr. Brewster stated that the plan proposed a trash enclosure just east of the entrance from Alhambra Street. City ordinance requires that all trash enclosures be completely

screened from streets by a combination of architectural and/or landscape enhancements. Due to the proximity to the street and location at a prominent pedestrian entrance staff recommends the enclosure have a strong architectural tie to the building and also have a heavy landscape emphasis in association with the landscape and streetscape improvements.

The plan improves pedestrian access from the south in two specific ways: (1) a connection and crossing at Alhambra Street and an extended peninsula leading to steps and the west side of the building, which adds further definition of the extension of Alhambra Street as an “internal street” contributing to the block structure and pedestrian scale of the center; and (2) a sidewalk connection from Mission Road to the outdoor plaza at the southeast corner of the building and the associated closing of the vehicle entrance on from Mission Road on the south side of the building that will allow a continuous sidewalk from the intersection of 71st Street and Mission Road.

Mr. Brewster said that the proposed building design included cladding with new materials and introduction of storefronts on the south elevation and north portion of the west elevation. Additionally, the lower rear entrance to the pedestrian courtyard will be maintained with a patio for use by the lower level tenant. These changes provide more activation of outside social spaces. The cladding of the existing building introduces three new material elements - composite wood panels, ACM (metal) panels, and painted brick (tan or grey), in addition the existing stone. He added that the design was similar to the U.S. Bank building at 6940 Mission Road on the east side of the Prairie Village shops. However, it is a departure from the main “inline” buildings of the Prairie Village shops, and should not be considered as establishing a precedent for the rest of the shopping center without considering a more comprehensive and long-range plan for future development, rehabilitation, and design of the area.

Staff provided the applicant with the following comments on the original landscape plan. A revised submittal has addressed several of these comments, but some remain to be addressed. (All species recommended to comply with City-approved tree lists or Multistudio’s “Great Trees for Kansas City Region” list):

1. 71st Street Frontage:
 - a. Substitute the Star Magnolia (10’ - 12’ height) with an ornamental tree (20’ to 25’ height) that would remain compatible with existing utilities considering actual maturity height and planting conditions.
 - b. Expand the same treatment to the frontage and parking screen west of the Alhambra Street entrance, so that it meets the ordinance requirement for parking screening and street tree requirements.

2. Mission Road Frontage:
 - a. Add 9 to 10 large street trees spaced evenly along Mission Road for a more comfortable pedestrian path, and to also help soften and mitigate the wall of the lading area along Mission Road.
 - b. Adjust the retaining wall to the lower parking area near the loading dock, so it does not result in a 2’ lower landscape buffer and 4’ upper buffer. Instead,

the wall would be at the back of curb on the lower level, and a 6' to 8' buffer would result at the upper level.

3. Internal Parking Area:
 - a. Substitute the Tulip Poplar for a more durable tree appropriate for parking islands.
 - b. Convert the island "lawn areas" to full landscape for better appearance and easier maintenance / livability.
 - c. Add two large shade trees to the peninsula on the north side of the Alhambra Street entrance crosswalk to help soften the parking and accentuate the pedestrian entry.
4. Interior and Social Spaces:
 - a. Recommend converting larger lawn areas in south plaza to landscape for better visual impact and survival.
 - b. Require screening of two transformers on the east end of the plaza with shrubs, ornamental grasses, and perennials.
 - c. Recommend some enhanced landscape incorporated into the sidewalk stairs on the west side of the building to soften the large façade, enhance the pedestrian walkway, and substitute for the ordinance requirement of foundation plantings along this elevation. The overall approach to the grade and the stairs warrant an exception to the foundation planting provided some alternative landscape enhancement can occur in this area.
 - d. Emphasize and specify landscaping associated with the lower-level patio at the terminus of the interior courtyard on the north of the building.

Mr. Brewster noted that a revised landscape plan had been submitted which addressed many of the issues, and that staff recommended approval of the plan based on the condition that the applicant continue to work with staff on the following remaining items:

- A. Continuing the streetscape treatment of the parking fronting on 71st Street west of the Alhambra Street entrance.
- B. Accentuating the Alhambra interior street extension with additional trees, particularly two large trees on opposing sides of the cross walk (one in the new peninsula and one in the new landscape island on the east side).
- C. Street trees on Mission Road frontage: there are utilities in the area, and particularly at the location where the new building addition exists. However, staff believes these should be at a depth and location where it would not interfere with implementing the ordinance standard for street trees on the Mission Road frontage. This condition includes three aspects:
 - 1) Zoning ordinance requires one large street tree per every 40' of frontage, but also includes contingencies and alternatives for when constraints are encountered.
 - 2) Improving the configuration of the sidewalk and landscape area along Mission Road to provide a better pedestrian experience and be beneficial to both the sidewalk space and the landscape area.

- 3) The trees and landscape issues in this vicinity should be combined with the architectural enhancements of the new loading dock enclosure wall.
- D. Further consideration and potential refinement of the species selection to conform with acceptable plant materials from the City's cited plant resources, and which present the greatest longevity and best maintenance for all landscape areas.

Staff recommends approval of the site plan subject to the following:

1. The applicant coordinates with staff to ensure the details of the trash enclosure include a heavy screen that eliminates visibility from the street and improves the appearance with an architectural screen complementing the building design and enhanced landscape associated with the streetscape.
2. A final revised landscape plan be submitted to staff prior to issuance of building permits to address the following:
 - a. Continuing the streetscape treatment of the parking fronting on 71st Street west of the Alhambra Street entrance; staff may approve any alternatives according to the ordinance and meeting the intent of the parking and streetscape screen.
 - b. Accentuating the Alhambra interior street extension with additional trees, particularly two large trees on opposing sides of the crosswalk (one in the new peninsula and one in the new landscape island on the east side).
 - c. Street trees on Mission Road frontage; staff may consider and approve any alternatives based on space and utility constraints, the objective of softening the wall nearest the street, and improving the pedestrian experience along Mission Road with vertical landscape features.
 - d. Further consideration and potential refinement of the species selection to conform with acceptable plant materials from the City's cited plant resources, and which present the greatest longevity and best maintenance for all landscape areas.
3. Planning Commission concurs with staff's analysis of the building design criteria, and that no precedent is set for future changes to other buildings until a more comprehensive and long-range plan for the shops occurs.
4. The material on the columns of the west elevation be identified and confirmed as compatible with the new additional materials and/or representative and consistent with the existing stone materials.
5. The materials and specific architectural details of the portion of the wall enclosing the loading dock that is visible be identified and confirmed to include ornamentation and visual interest due to the prominent location.
6. Signs in the submittal are conceptual only. Sign plans shall be submitted prior to issuing permits, either: (1) demonstrating compliance with the Prairie Village sign requirements; (2) opting out of the Prairie Village sign plan and complying with the city-wide sign ordinance; or (3) updating the Prairie Village sign plan through appropriate procedures required for area-specific sign plans in the sign ordinance.
7. Prior to the issuance of building permits, a lighting plan be submitted for all exterior lighting demonstrating compliance with Prairie Village lighting standards.

Mr. Birkel suggested increased pedestrian and/or green space on 71st Street would be beneficial, as well as additional trees on the parking lot islands. He also shared concern about traffic congestion at the 71st Street entrance.

Mr. Valentino and Ms. Temple stated that they didn't believe the proposed design of the building blended well with the existing design of the shops.

Ms. Brown and Mr. Breneman shared concern about the proposed grading on the west side of the building.

Gregg Zike, Senior Vice President with First Washington, 7200 Wisconsin Avenue, Bethesda, MD, and Tyler Wysong with Kimley-Horn, 805 Pennsylvania Street, Kansas City, MO, were present to discuss the application. Mr. Zike stated that the previous plan for the building that had been approved in 2021 included 40,000 square feet of office space on the third floor, but that First Washington had struggled to find tenants. As a result, the new plans called for the removal of the third floor from the building. He added that the design materials were similar to those found in the rest of the shopping center, such as stone, brick and wood, and the design itself was similar to the 6940 Mission Road building. Lastly, he said that there were a number of utilities located under the parking lot near 71st Street along with overhead power lines, which limited the size and type of landscaping that could be installed.

Mr. Zike went on to note that the grading plan would require a good deal of excavation near the entrance on the west side of the building to flatten the parking lot, and would result in a "speed ramp" from the south parking lot with a 12% downward grade. Mr. Birkel, Mr. Valentino, Ms. Brown and Mr. Breneman stated their opposition to the significant grade of the ramp due to safety issues, as well as the continuation of Alhambra Street into the parking lot due to traffic concerns. Mr. Valentino added that he would prefer to see a reduction in parking spaces and an increase in green space.

Mr. Zike said that there were approximately 1,100 total parking spaces, which although significant, was an appropriate amount for the size of the shopping center. He added that a busy grocery store would make the surrounding lots look less like "a sea of asphalt" once it opened. Mr. Valentino asked how trucks would approach the loading dock for the grocery store. Mr. Wysong stated that trucks would pull into the shopping center on the east side, turn toward the exit, and back into the dock. Commissioners expressed their concern about the tight turning radius.

After further discussion, Mr. Zike stated that he wished to continue the application to the next meeting so that the suggestions raised by commission members could be further considered.

Mr. Breneman made a motion to continue the application to the October 1 Planning Commission meeting. The motion was seconded by Ms. Brown and passed unanimously.

OTHER BUSINESS

None.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 8:21 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Prairie Village Jazz Fest 2024

Committee Meeting

Tuesday September 24, 2024, 5:30 p.m.

City Council Chambers

Attendees

Dave Robinson	City Council Liaison
Dave Hassett	Food and Beverage Chair
Amanda Hassett	Hospitality Chair
J.D. Kinney	Special Events Coordinator, Committee Chair
Kyle Vanlanduyt	Master of Ceremonies
John Wilinski	Artist Relations and Backstage Chair
Mary Ann Watkins	Member at Large

Committee Chair's Report

Thank you to City Council President Dave Robinson for his guidance and support as Council liaison to the Jazz Fest Committee.

Revenue, day of event, from Prairie Village Jazz Fest 2024 was \$12,816 in admissions, \$11,792 in beverage sales and \$429 in tips. This is \$425 more than the total for 2023.

Expenses were \$60,356. This is \$3,128 more than 2023. About \$2,000 of that was in marketing, which included a rate increase at JoCo Post, posters/handbills and payment of an unpaid invoice from 2023.

We also purchase koozies this year which accounts for much of the rest of the increase, but we purchased a 2 year supply.

Jazz Fest 2025 is Saturday September 6.

Talent

Meet and Greet area was utilized by several of the groups but may need better signage to distinguish it from the other tents in the area.

F&B

Beer tent size worked fine. Beverage sales peaked early and tailed off as the sun went down and it got cooler

Overall we sold less volume in beer due perhaps to the cooler temperatures, but the price increase from \$5 to \$6 per serving balanced out any revenue shortfall. There was no reported comments or complaints about the price increase

There was discussion regarding any safety issues surrounding lining the food trucks up as closely as we do. There is really no room for more trucks in the configuration we currently use and could be more challenging in a year when rain might make the ground softer where the trucks enter and exit. Further evaluation of putting the trucks in the parking lot was suggested.

Hospitality Area

Hospitality area needs to be better marked as available only to invited/credentialed guests.

Infrastructure

Thank you to Public Works and the Police Department for their efforts and support.

AAA Party Rental pickup on Tuesday allowed PW to clear everything else. If we can do that again without paying an extra day rental we should consider that.

Volume at the Pool Gate is much higher than the Stage Gate. A bigger tent and more resources should be directed there.

Admissions at the Back Gate seemed to work well with the new park/parking lot configuration.

Hopefully the hill will be more level and the grass will grow back by next year. Attendees were reluctant to sit on the canvas and there were some uneven spots.

Marketing

Seemed to have run out of fans, might want to up the quantity slightly for 2025

T shirts looked great and we have a few left over.

We sold one box (+/- 500) of the koozies. Since they were sold at the beverage tent, revenue is mixed in with the totals from there. We have one box remaining for next year.

City Committees/Exhibitor Tents

Exhibitor tents seemed well attended.

The meeting concluded at 6:45 p.m

This was the final Jazz Fest Committee meeting of 2024.

Respectfully submitted: JD Kinney

JAZZFEST ANALYSIS

9/24/2024

	2024 Budget	2024 Actual	2023 Actual	
INCOME				
Budget allowance from PV	\$ 35,000	\$ 35,000	\$ 35,000	
Opening Balance	\$ 35,628	\$ 35,628	\$ 26,649	
Sponsorships and donations	\$ 4,375	\$ 4,376	\$ 4,678	
Total Income before Event	\$ 75,003	\$ 75,004	\$ 66,328	
Admission Fees	\$ 9,500	\$ 12,816	\$ 12,212	
Tips	\$ 350	\$ 429	\$ 555	
Misc Sales	\$ 250	\$ -	\$ 263	
Beverage Sales	\$ 9,500	\$ 11,792	\$ 11,458	
Total Income Day of Event	\$ 19,600	\$ 25,037	\$ 24,613	
Total Income	\$ 94,603	\$ 100,042	\$ 90,940	
EXPENSES				
Talent	\$ 12,100	\$ 12,100	\$ 13,500	\$ (1,400)
Stage/Audio Equipment	\$ 20,945	\$ 20,910	\$ 20,310	\$ 600
Tent/Furniture Rental	\$ 2,555	\$ 2,531	\$ 2,739	\$ (209)
Advertising/marketing	\$ 5,984	\$ 5,968	\$ 3,920	\$ 2,048
Banners/Yard Signs	\$ 1,210	\$ 1,207	\$ 871	\$ 336
Catering & Food	\$ 965	\$ 824	\$ 1,010	\$ (185)
Event Expenses	\$ 12,374	\$ 11,446	\$ 10,627	\$ 1,519
Sales Expenses	\$ 4,760	\$ 4,670	\$ 4,251	\$ 419
Total	\$ 60,893	\$ 59,656	\$ 57,228	
Expenses not yet paid		\$ 700		


		2024 Budget	2024 Actual	2023 Actual
Stage	Sect	18900	18900	18500
	Backline	900	865	810
	Piano	1145	1145	1000
	Subtotal	20,945	20,910	20,310
Rental	AAA	2400	2378.32	2570.64
	Uhaul	155	152.48	168.66
	Subtotal	2,555	2,531	2,739
Advertising and Marketing	JoCo Post	3325	3325	2371
	Promotion/Flyers/Posters	350	333.83	0
	KCUR on Air	700	700	640
	KCPT Member Guide	700	700	
	Bridge FM	909	909	909
	Subtotal	5,984	5,968	3,920
Banners/Yard Signs	Yard Signs	1000	1002	801
	Parks large verticals	50	45	70
	Mission Road Banners	0	0	
	VIP access signs	0	0	0
	Entry banners	160	160.03	0
	Subtotal	1,210	1,207	871
Food & Beverage	VIP Food	250	151.23	218.92
	Backstage Food	400	362.75	376.27
	MPR Food	315	310.35	414.34
	Subtotal	965	824	1,010
Event Expense	Misc Hardware, Operational expense	100	129.97	58.2
	Path lights	195	195	
	Toilets	2354	2354	2247
	Med-ACT	700		700
	Trash pickup donation	500	500	500
	Volunteer tshirts	1225	1224.25	533.66
	Koozies	1150	1142	
	Lineup fans	1325	1316.51	1798.22
	Change	2500	2500	2500
	Credit Card terminals			
	Credit/debit Transaction Fees			
	Liquor License	25		25
	Sales Tax	2300	2084.29	2264.97
	Subtotal	12,374	11,446	10,627
	Beer for Festival (Crawford)	2500	2490.7	3178.19
	Water/pop for sales	300	226.62	278.92
	Wine/Nutrl for Sales (Rimann)	1365	1364.04	374.27
	Wine cups	120	116.22	
	Ice	475	472.5	420
	Subtotal	4,760	4,670	4,251

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: September 20, 2024

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: OCTOBER PLAN OF ACTION

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

- November/December Village Voice - Ashley/Staff (10/24)
- Council Policy 029 Amendments - Adam (10/24)
- Short Term Rental Ban Ordinance - Nickie/Alex (10/24)
- Every Presentation to Council - Wes (10/24)
- Legislative Updates to Council - Nickie (10/24)
- Scooter Safety - Chief (10/24)
- Comprehensive Park Policy Review and Update - Meghan (10/24)
- Community Garden Kick Off - Ashley (10/24)
- Foundation Fundraising Video/Social Media Campaign - Ashley (10/24)
- Insurance Committee - Jason (10/24)
 - Mid-Year Review of Property & Casualty

In Progress

- Holiday Event Planning - Meghan/JD (09/24)
 - Holiday Tree Lighting
 - Volunteer Appreciation Party
 - Gingerbread House Fundraiser
 - Staff luncheon
- Feasibility Study/Mission Road Bible Church - Melissa/Staff (09/24)
- Every Update - Wes (09/24)
- Cities Race to Zero CDP reporting - Ashley/Meghan (09/24)
- Community Center
 - Meeting w/Shawnee Mission School District - Keith (09/24)
 - Draft Agreements between County/YMCA/City - Keith (09/24)
 - 3rd Community Meeting - Staff (09/24)
- Council Work Session Topics - Meghan (08/24)
- Ward Meeting Facilitation - Meghan/Ashley (08/24)
- Kansas Gas Franchise Agreement - Adam/Alex (05/24)

- Outdoor Warning Siren Replacement 79th & Roe - Tim (05/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)

Completed

- 2025 Budget Final Adoption - Jason (08/24)
 - Exceeding Revenue Neutral Rate Public Hearing - Jason (09/24)
 - Budget Adoption Public Hearing - Jason (09/24)
- PV Foundation Fall Meeting - Meghan (09/24)
- End of Pool Season Wrap Up - Meghan (09/24)
- Community Center
 - Finance Committee Input - Keith/Jason (09/24)
- Insurance Committee Meeting (Health Premiums) - Cindy (09/24)
- Hispanic Heritage Celebration - Tim (09/24)
- Lancer Day - PD/Mayor (08/24)
- State of the Arts - Nickie/Arts Council (08/24)
- JOCO Homeless Service Center - Wes (08/24) [Pending Lenexa Outcome]
- Update City Employees Code of Ethics - Cindy/Tim (03/24)
- JazzFest - Meghan/JD/Staff (07/24)
- Research Viability of Interior Rental Inspections - Nickie (06/19)
- Short Term Rental Update - Nickie/Alex (05/23)
- Flu Shot Coordination - Cindy (09/24)
- Insurance Committee
 - Health-related Benefits Review - Cindy/Tim (09/24)

Ongoing

- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Community Center Project - Staff
- Recycle Right Initiative - Ashley (07/22)

Tabled initiatives

- Review & Update the City Code/Ordinances
- Review & update City Policies
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]