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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Tuesday, January 21, 2025
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

- Religious Freedom proclamation

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on January 21. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

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

By Staff:

1. Consider approval of regular City Council meeting minutes – December 16, 2024
2. Consider approval of expenditure ordinance #3045
3. Consider approval of expenditure ordinance #3046
4. Consider approval of 2025 agreements with Johnson County Parks and Recreation District
5. Consider approval of proposed updates to council policies related to parks and recreation
6. Consider 2025 recreation fee schedule
7. Consider approval of 2025 SuperPass interlocal agreement and swim meet letter of understanding
8. Consider interlocal agreement with Johnson County for improvements to 75th Street, from State Line to Mission Road
9. Consider design agreement with Trekk Design Group, LLC for design and construction observation of 75th Street from State Line to Mission Road (2025 CARS)
10. Consider interlocal agreement with Johnson County for project DRAIN-25X: 67th Street culvert replacement
11. Consider Resolution 2025-01 adopting the Region L multi-jurisdictional hazard mitigation plan

IX. COMMITTEE REPORTS

- Diversity Committee
 - Consider approval of proposed interpretive panel for Porter Park
Ian Graves

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

- | | |
|------------|--|
| COU2025-01 | Consider approval of Resolution 2025-02 authorizing the issuance of general obligation temporary notes, Series 2025 (acquisition of 7820 Mission Road)
Jason Hannaman |
| COU2025-02 | Consider award of contract with Vance Brothers, Inc. for the 2025 crack seal/micro surfacing program
Melissa Prenger |
| COU2025-06 | Consider municipal complex improvement plan for 7820 Mission Road
Melissa Prenger |
| COU2025-03 | Consider election of 2025 council president
Mayor Mikkelson |

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

- | | |
|------------|---|
| COU2025-04 | Consider approval of service agreement for public works PCI rating software, Road AI, by Vaisala
Keith Bredehoeft |
| COU2025-05 | Consider agreement with the City of Overland Park for signal replacement of traffic signals shared with Prairie Village
Keith Bredehoeft |

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

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

CITY OF PRAIRIE VILLAGE

Proclamation

Prairie Village Religious Freedom Day

WHEREAS, January 16, 2025, is recognized as National Religious Freedom Day, a day to celebrate and reaffirm the fundamental right of religious freedom for all citizens; and

WHEREAS, religion has its greatest impact not at the national level but at the local level, where people of faith live by their convictions and serve and bless others on a one-on-one basis, fostering a sense of community and mutual support; and

WHEREAS, religion benefits our community by providing a moral compass, fostering love, and offering strength during loss; for decades, religious institutions and people of faith have played a crucial role in our city through charitable activities, aiding the needy, comforting those in loss, and encouraging us to high standards of integrity; and

WHEREAS, the United States Constitution and the Kansas Constitution affirm the right of all citizens to freely exercise their religious faith or nonreligious beliefs in the public square without being deprived of other rights or privileges; and

WHEREAS, we all benefit from a pluralistic society where residents of all beliefs work together for the common good while holding divergent viewpoints, and where all citizens are free to exercise such influence as their ideas and values may engender; and

WHEREAS, Prairie Village welcomes and protects people of diverse backgrounds by allowing them to freely live according to their deeply held convictions as protected by law; and

WHEREAS, Prairie Village encourages all residents to strive to understand the experiences and concerns of others while supporting the essential role religion plays in protecting human dignity, strengthening society, and fostering a culture of tolerance and peace.

NOW THEREFORE, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim do hereby proclaim January 21, 2025 as

RELIGIOUS FREEDOM DAY in Prairie Village.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



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

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 16, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following councilmembers in attendance: Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Tyler Agniel, Greg Shelton, and Terrence Gallagher. Staff present: Eric McCullough, Deputy Chief of Police; Keith Bredehoeft, Director of Public Works; Cliff Speegle, Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buum, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

*Councilmember Nick Reddell arrived after the roll was taken.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel.

Ms. Selders made a motion to amend the agenda by adding a discussion about the proposed demolition of the church at 7820 Mission Road to the New Business portion of the agenda. The motion was seconded by Ms. Sharp and failed 6-2, with Ms. Selders and Ms. Sharp in support.

The original motion passed 7-1, with Ms. Sharp in opposition.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Deputy Chief McCullough presented awards to the following members of the police department:
 - Officers Austin Gordon and Blaise Hinton for their quick administration of Narcan on an overdose scene that led to the survival of the patient



- Corporal Patrick Mahoney for his long and dedicated service to the Special Olympics
- Community Service Officer Coutney Sievers for her deployment to North Carolina to assist with hurricane relief and dedication to animal safety and welfare in the disaster area

PUBLIC PARTICIPATION

- Jim Rosberg, Ward 1, Pam Justus, Ward 6, Tim Swanson, Ward 3, Barbara Cantrell, Ward 4, and Karen Gibbons, Ward 3, stated their opposition to the proposed municipal complex updates
- Amy Bagnall, Ward 6, and Nathan Vallette, Ward 4, shared their support for a new municipal building on the property located at 7820 Mission Road

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 - December 2, 2024
2. Consider approval of 2025 fee schedule
3. Consider approval of 2025 exterior grant program changes
4. Consider approval of 2025 residential sustainability grant program changes
5. Consider 2025 property tax rebate program recommendations
6. Consider appointment to the pension board
7. Consider purchase request for police vehicle
8. Consider memorandum of understanding with Johnson County for Connecting JoCo - a coordinated public electric vehicle infrastructure pilot project

Mr. Gallagher asked that item #1 be removed for further discussion.

Mr. Agniel made a motion to approve items #2 - #8 on the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": O'Toole, Selders, Nelson, Sharp, Nguyen, Agniel, Shelton, Reddell, Gallagher. The motion passed 9-0.

Mr. Gallagher made a motion to amend the minutes to include his comments made during the Old Business portion of the December 2 meeting:

"Mr. Gallagher expressed concern regarding the lack of clarity and specifics in the suggested motion. He requested that the oral motion be withdrawn, documented in writing, and included in a future council packet for consideration."

Ms. Sharp seconded the motion, which passed 9-0.



COMMITTEE REPORTS

- Planning Commission
 - R-1B Neighborhood design guidelines planning commission recommendation

Mr. O'Toole stated that the planning commission discussed potential adjustments to neighborhood design guidelines in R-1B zoning districts at its December 3 meeting. The commission determined that the concepts that had initially been recommended for discussion by the city council in April 2023 should first be reviewed again by council to ensure changes were still desired. Commissioners noted a significant amount of time had passed since the original discussion, and that four new councilmembers had been elected during that time. Mr. O'Toole added that the proposed changes were specifically related to the size and scale of teardown/rebuild properties, which had last been revised in 2019.

Mr. O'Toole made a motion to discontinue conversations with the planning commission regarding R-1B neighborhood design guideline updates. Mr. Reddell seconded the motion.

Mayor Mikkelson said that when last discussed in 2023, councilmembers had generally agreed that the 2019 limitations on new home sizes in R-1B districts did not go far enough. He added that he continued to hear from residents that teardown/rebuilds were still too large.

Ms. Selders and Mr. Nelson both stated that the size and character of new homes was the top issue they heard from residents while canvassing.

Mr. O'Toole noted that approximately 25 new homes per year had been constructed in R-1B zones over the past four years, which was a fairly small number. He also shared concern that making development too difficult could discourage the construction of new housing stock in the City.

Mr. Gallagher said there had been enough feedback from residents on the issue in recent years that it was worthwhile to have the planning commission review guidelines and make a recommendation to the council, whether changes needed to be made or not.

After further discussion, the motion failed 5-4, with Mr. O'Toole, Ms. Sharp, Mr. Agniel and Mr. Reddell in support.

Mr. Gallagher made a motion to send the R-1B neighborhood design guideline recommendations back to the planning commission for further consideration. The motion was seconded by Mr. Nelson and passed 7-2, with Ms. Sharp and Mr. Reddell in opposition.



- Mr. Gallagher provided a recap of the Prairie Village Foundation's gingerbread house building event.

MAYOR'S REPORT

- The Mayor noted events that had taken place since the prior council meeting on December 2:
 - The Mayor's Tree Lighting event on December 5
 - A Tip-A-Cop event at Johnny's, also on December 5
 - The City's annual volunteer appreciation dinner on December 7
 - A Ward 1 meeting on December 9
 - A Wyandotte County / Johnson County Mayors holiday party
- The Mayor shared the following upcoming events:
 - A Ward 4 meeting on January 16
 - D.A.R.E. graduations at several elementary schools
 - A MARC Board meeting on December 17
 - Lunches with area legislators
 - A Mission Hills holiday lunch on December 19
 - A meeting with the Good Faith Network
 - A Northeast Johnson County Mayor's lunch on December 20
- The Mayor also noted the following:
 - Committee requests had been received from councilmembers, and assignments would be given in January
 - The passing of Councilmember Ian Graves' father, Leland Graves
 - A request from First Washington for industrial revenue bonds for the remodeling of the Macy's building at the Village Shops

STAFF REPORTS

- Mr. Jordan said that the next discussion of the municipal complex improvement project would be held at the January 21, 2025 meeting.

OLD BUSINESS

None.

NEW BUSINESS

COU2024-65 Consider appointment of chief of police

Mayor Mikkelson requested council ratification of the appointment of Major Eric McCullough to serve as the eighth chief of police for the City of Prairie Village, with a starting date of January 2, 2025. He noted that Major McCullough had been with the police department for 22 years and was currently serving as deputy chief of police.



Ms. Sharp made a motion to approve the appointment of Eric McCullough to serve as chief of police with an anticipated starting date of January 2, 2025. Mr. O'Toole seconded the motion, which passed 9-0.

After the motion passed, Mayor Mikkelson swore in Major McCullough as the new chief of police of Prairie Village.

COU2024-66 Consider construction contract with Kansas Heavy Construction, LLC for the DRAIN-23X storm drainage repair program

Mr. Speegle said that the proposed contract would replace deteriorated storm pipes in two locations along Village Drive between 71st Street and 75th Street. It would also include construction of a storm sewer extension project along Canterbury Drive between 77th Street and 79th Street to help manage flooding concerns. The project was designed and budgeted through the DRAIN-23X program, but easement negotiations delayed construction, which was anticipated to begin in the winter of 2025 and be completed in the spring of 2025.

Three bids were received for the project, with the lowest bid 13% over the engineer's estimate. Mr. Speegle said that the current bid environment continued to be unique and challenging to estimate storm drainage projects based on several factors, including contractor workload, tight site access, and material availability.

Bids Received:

Kansas Heavy Construction, LLC	\$369,637.50
Infrastructure Solutions, LLC	\$654,700.00
G-B Construction	\$649,097.00
Engineer's Estimate	\$324,608.00

Mr. Speegle stated that staff had reviewed the bids and discussed the scope of work with the contractor. He noted that Kansas Heavy Construction had worked in Prairie Village previously and performed similar work for other municipalities, and that staff recommended awarding the project as presented.

The contract would be awarded for \$369,637.50, with change order authorization up to \$50,000 from the DRAIN-23X fund to allow for quick approval of possible changes required to complete the project. Additionally, Johnson County Stormwater System Management would assist in the project cost:

DRAIN-23X Project Funding:	\$294,637.50
<u>Additional SMP Funds:</u>	<u>\$75,000.00</u>
Total Project Funding:	\$369,637.50



PRAIRIE VILLAGE
KANSAS

Mr. Shelton made a motion to approve the construction contract with Kansas Heavy Construction, LLC, in the amount of \$369,637.50 for the replacements of the storm drainage system as part of the storm drainage repair program. Mr. Gallagher seconded the motion, which passed 9-0.

COUNCIL COMMITTEE OF THE WHOLE

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

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 7:24 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 21, 2025

Copy of Ordinance
3045

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.

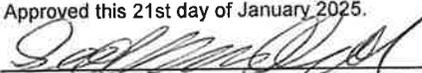
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
31773-31784	11/1/2024	135,373.07	
31785-31850	11/8/2024	201,198.21	
31851-31862	11/15/2024	220,481.91	
31863-31933	11/22/2024	1,863,060.70	
31934-31936	11/29/2024	844.69	
Payroll Expenditures			
11/1/2024		443,637.90	
11/15/2024		447,281.65	
11/29/2024		452,124.08	
Electronic Payments			
Electronic Pmnts	11/1/2024	3,993.45	
	11/4/2024	7,776.43	
	11/6/2024	13,216.09	
	11/8/2024	4,949.48	
	11/15/2024	2.30	
	11/18/2024	10,510.17	
	11/20/2024	5,000.00	
	11/27/2024	46,093.23	
TOTAL EXPENDITURES:			3,855,543.36
Voided Checks			
	Check #	(Amount)	
Michael Dali	31873	(162.99)	
TOTAL VOIDED CHECKS:			(162.99)
GRAND TOTAL CLAIMS ORDINANCE			3,855,380.37

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

Passed this 21st day of January 2025.

Signed or Approved this 21st day of January 2025.

ATTEST: 
City Treasurer

ATTEST: 
Finance Director

Payroll Date:	11/1/2024
Total Amount ADP Debited From PV Accounts	\$ 357,642.50
M,N-(K) KPERS Employer	\$ 21,932.06
(K) KPERS Employee	\$ 12,825.74
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 165.16
M,N-(L) 457ER Employer	\$ 21,274.19
(L) DC457 Employee Contribution	\$ 14,338.53
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,181.30
(P) POLPEN Police Pension Employee	\$ 5,865.68
	<u>\$ 443,637.90</u>

Payroll Date:	11/15/2024
Total Amount ADP Debited From PV Accounts	\$ 360,736.04
M,N-(K) KPERS Employer	\$ 22,229.70
(K) KPERS Employee	\$ 12,999.78
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 165.16
M,N-(L) 457ER Employer	\$ 21,320.22
(L) DC457 Employee Contribution	\$ 14,245.38
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,207.75
(P) POLPEN Police Pension Employee	\$ 5,964.88
	<u>\$ 447,281.65</u>

Payroll Date:	11/29/2024
Total Amount ADP Debited From PV Accounts	\$ 364,620.25
M,N-(K) KPERS Employer	\$ 22,663.55
(K) KPERS Employee	\$ 13,253.46
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	\$ 21,578.97
(L) DC457 Employee Contribution	\$ 14,466.38
(I) (LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,192.69
(P) POLPEN Police Pension Employee	\$ 5,936.04
	<u>\$ 452,124.08</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	1153	Merchant Services/Elavon/ETS Corp-Court	11/01/2024	0.00	1,810.58
ACH	945	UMB Bank ACH	11/01/2024	0.00	1,024.01
ACH	841	Elavon	11/01/2024	0.00	181.52
ACH	841	Elavon	11/01/2024	0.00	977.34
31773	156	Blue Cross Blue Shield of Kansas City	11/01/2024	0.00	131,250.26
31774	2176	EE Reimbursement	11/01/2024	0.00	132.00
31775	84	Johnson County Wastewater	11/01/2024	0.00	59.07
31776	213	Legal Record	11/01/2024	0.00	87.38
31777	2958	Midwest Shredding Service LLC	11/01/2024	0.00	100.00
31778	2141	Pre-Paid Legal Services Inc	11/01/2024	0.00	427.65
31779	72	Staples Business Advantage	11/01/2024	0.00	251.65
31780	172	Sumner One	11/01/2024	0.00	1,503.75
31781	1740	Time Warner Cable	11/01/2024	0.00	271.34
31782	1042	Verizon Wireless	11/01/2024	0.00	960.24
31783	20	Tara Wakefield	11/01/2024	0.00	116.56
31784	111	WaterOne	11/01/2024	0.00	213.17
Total for 11/1/2024:				0.00	139,366.52
ACH	311	ADP Electronic Debit	11/04/2024	0.00	7,776.43
Total for 11/4/2024:				0.00	7,776.43
ACH	9	Evergy - KCPL - ACH	11/06/2024	0.00	13,216.09
Total for 11/6/2024:				0.00	13,216.09
ACH	9	Evergy - KCPL - ACH	11/08/2024	0.00	4,887.58
ACH	1248	Bluefin Payment Systems	11/08/2024	0.00	61.90
31785	78	Affinis Corp	11/08/2024	0.00	360.00
31786	2265	All City Management Services Inc	11/08/2024	0.00	3,621.35
31787	2392	Allegiant Networks LLC	11/08/2024	0.00	2,220.42
31788	2629	Lauren Allen	11/08/2024	0.00	525.00
31789	114	Blue Valley Public Safety Inc	11/08/2024	0.00	4,659.00
31790	101	C&R Johnson County Key Service	11/08/2024	0.00	67.72
31791	54	Central Salt, LLC	11/08/2024	0.00	5,172.07
31792	3110	City Wide Maintenance Company Inc	11/08/2024	0.00	10,860.00
31793	1119	Richard Coffman	11/08/2024	0.00	179.00
31794	3568	Consolidated Fire District 2	11/08/2024	0.00	375.00
31795	3511	Nora Cooper	11/08/2024	0.00	2,520.00
31796	3900	Perry Culver	11/08/2024	0.00	1,000.00
31797	2007	Michelle DeCicco	11/08/2024	0.00	1,575.00
31798	158	Delta Dental of Kansas	11/08/2024	0.00	6,036.03
31799	245	Easy Ice LLC	11/08/2024	0.00	75.21
31800	119	EE Reimbursement	11/08/2024	0.00	22.00
31801	2460	EE Reimbursement	11/08/2024	0.00	16.00
31802	2462	EE Reimbursement	11/08/2024	0.00	22.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31803	751	EE Reimbursement	11/08/2024	0.00	98.17
31804	256	Electronic Technology Inc	11/08/2024	0.00	34,095.30
31805	2898	Evergy - KCPL	11/08/2024	0.00	582.95
31806	2666	Fiber Platform LLC	11/08/2024	0.00	700.00
31807	88	First Call	11/08/2024	0.00	295.24
31808	2112	Forensic Psychology Associates Inc	11/08/2024	0.00	1,200.00
31809	404	Foster Bros Wood Products Inc	11/08/2024	0.00	1,885.50
31810	3781	Frank P. Gilman, PA	11/08/2024	0.00	1,366.00
31811	86	Goodyear Auto Service Center	11/08/2024	0.00	1,623.16
31812	1381	Great Plains Soc Prevention of Cruelty Anni	11/08/2024	0.00	1,997.00
31813	384	GT Distributors	11/08/2024	0.00	1,691.12
31814	3449	HUB International Great Plains	11/08/2024	0.00	1,600.00
31815	2841	Inland Truck Parts Company	11/08/2024	0.00	77.08
31816	2316	Integrity Locating Services LLC	11/08/2024	0.00	4,799.30
31817	3472	J Webb Inc	11/08/2024	0.00	47.50
31818	1230	J&J Printing Inc	11/08/2024	0.00	415.00
31819	84	Johnson County Wastewater	11/08/2024	0.00	4,014.51
31820	3732	K&M Office Products Inc	11/08/2024	0.00	2,147.55
31821	41	Kansas Gas Service	11/08/2024	0.00	350.33
31822	3573	Keramida Environmental Inc	11/08/2024	0.00	6,380.00
31823	21	KU Midwest Occupational Health	11/08/2024	0.00	284.00
31824	213	Legal Record	11/08/2024	0.00	134.50
31825	92	Lexington Plumbing and Heating Company	11/08/2024	0.00	1,053.00
31826	3903	Connie McKenzie	11/08/2024	0.00	259.00
31827	340	Mill Creek Rifle Club Inc	11/08/2024	0.00	175.00
31828	3901	Jeremy Nelson	11/08/2024	0.00	2,500.00
31829	814	NGLIC National Guardian Life Insurance C	11/08/2024	0.00	892.08
31830	100	O'Dell Service Company Inc	11/08/2024	0.00	5,622.93
31831	2072	Olsson Associates	11/08/2024	0.00	12,805.18
31832	943	Overland Tow Service	11/08/2024	0.00	146.00
31833	2744	Pro Circuit Inc	11/08/2024	0.00	5,912.23
31834	3899	Heather Rischar	11/08/2024	0.00	962.50
31835	1562	Rosehill Gardens	11/08/2024	0.00	546.00
31836	1477	Beverly Ross	11/08/2024	0.00	150.00
31837	777	Rodney Sanders	11/08/2024	0.00	360.00
31838	2667	SiteOne Landscape Supply Holding LLC	11/08/2024	0.00	562.82
31839	3775	Michele Souder	11/08/2024	0.00	230.00
31840	3435	Spencer Fane LLP	11/08/2024	0.00	33,208.50
31841	160	Standard Insurance Company-Div 0001 Lis	11/08/2024	0.00	2,904.33
31842	3798	Standard Insurance Company-Div 0003	11/08/2024	0.00	3,783.43
31843	3254	Staples Inc	11/08/2024	0.00	49.06
31844	374	Suburban Lawn & Garden Inc	11/08/2024	0.00	245.94
31845	2240	Karen L Torline	11/08/2024	0.00	1,500.00
31846	2568	TREKK Design Group LLC	11/08/2024	0.00	14,781.85
31847	1042	Verizon Wireless	11/08/2024	0.00	2,812.33
31848	3897	Andrew Warren	11/08/2024	0.00	1,327.31
31849	99	Work Zone Inc	11/08/2024	0.00	2,042.10
31850	1631	Worth Motorsports Inc	11/08/2024	0.00	1,276.61
Total for 11/8/2024:				0.00	206,147.69
ACH	310	Kansas Department of Revenue - "online pe	11/15/2024	0.00	2.30
31851	3902	All Copy Products VertiComm	11/15/2024	0.00	244.95
31852	2330	Allied Services LLC	11/15/2024	0.00	170,211.78
31853	3588	Robert H. Bliss	11/15/2024	0.00	100.00
31854	2311	Boelte-Hall LLC	11/15/2024	0.00	6,451.74
31855	2980	Enterprise FM Trust	11/15/2024	0.00	16,342.28

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31856	3852	Franzke String Instruments	11/15/2024	0.00	350.00
31857	1898	Global Retail Investors LLC	11/15/2024	0.00	1,650.00
31858	2899	HUB International Midwest Limited	11/15/2024	0.00	158.00
31859	3763	Hunter Law Group, P.A.	11/15/2024	0.00	16,802.50
31860	3905	Nash Ohlund	11/15/2024	0.00	250.00
31861	1003	Shawnee Mission East Band Boosters	11/15/2024	0.00	100.00
31862	111	WaterOne	11/15/2024	0.00	7,820.66
Total for 11/15/2024:				0.00	220,484.21
ACH	1288	BMO Harris Bank NA- ACH	11/18/2024	0.00	10,510.17
Total for 11/18/2024:				0.00	10,510.17
ACH	3910	Chicago Title Insurance Company ACH	11/20/2024	0.00	5,000.00
Total for 11/20/2024:				0.00	5,000.00
31863	78	Affinis Corp	11/22/2024	0.00	7,323.43
31864	2265	All City Management Services Inc	11/22/2024	0.00	4,588.09
31865	534	Arbor Masters Tree & Landscape	11/22/2024	0.00	5,280.70
31866	2775	Bella KC LLC	11/22/2024	0.00	2,971.40
31867	3089	Bob Allen Ford Inc	11/22/2024	0.00	150.76
31868	3110	City Wide Maintenance Company Inc	11/22/2024	0.00	225.00
31869	2512	Clark Enersen Partners Inc	11/22/2024	0.00	12,500.00
31870	3907	Clifford Power Systems, Inc.	11/22/2024	0.00	3,223.39
31871	3370	Combes Construction LLC	11/22/2024	0.00	191,707.52
31872	2024	Custom Lighting Services LLC	11/22/2024	0.00	6,420.00
31873	1852	Michael Dali	11/22/2024	VOID	162.99
31874	1131	Disko Promotions Inc	11/22/2024	0.00	553.61
31875	245	Easy Ice LLC	11/22/2024	0.00	245.25
31876	2460	EE Reimbursement	11/22/2024	0.00	64.00
31877	3099	EE Reimbursement	11/22/2024	0.00	66.00
31878	415	EE Reimbursement	11/22/2024	0.00	48.00
31879	491	EE Reimbursement	11/22/2024	0.00	64.00
31880	256	Electronic Technology Inc	11/22/2024	0.00	51,803.80
31881	3847	Elite Exercise Equipment LLC	11/22/2024	0.00	370.00
31882	3453	Fast N Friendly LLC	11/22/2024	0.00	17,487.57
31883	268	George Butler Associates Inc	11/22/2024	0.00	750.00
31884	1988	Global Montessori	11/22/2024	0.00	300.00
31885	1886	GPS Insight LLC	11/22/2024	0.00	239.70
31886	3908	Anna Graether	11/22/2024	0.00	864.30
31887	384	GT Distributors	11/22/2024	0.00	3,353.79
31888	3569	Heartland Traffic Services Inc	11/22/2024	0.00	5,247.90
31889	3763	Hunter Law Group, P.A.	11/22/2024	0.00	110.00
31890	150	Hy-Vee	11/22/2024	0.00	12.60
31891	2723	Insight Public Sector Inc	11/22/2024	0.00	1,618.55
31892	116	Intergraph Corporation	11/22/2024	0.00	10,190.16
31893	575	J&D Equipment Inc	11/22/2024	0.00	15.00
31894	1230	J&J Printing Inc	11/22/2024	0.00	184.75
31895	506	Johnson County Department of Corrections	11/22/2024	0.00	70.00
31896	1634	Kansas Heavy Const LLC	11/22/2024	0.00	222,905.52
31897	2335	Kansas One-Call System Inc	11/22/2024	0.00	398.40
31898	147	Kansas State Treasurer	11/22/2024	0.00	8,529.58
31899	1168	Kaw Valley Engineering Inc	11/22/2024	0.00	8,560.00
31900	3906	KU Edwards Campus	11/22/2024	0.00	500.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31901	549	Leads On Line LLC	11/22/2024	0.00	3,625.00
31902	568	Brian Lee	11/22/2024	0.00	150.00
31903	213	Legal Record	11/22/2024	0.00	30.47
31904	92	Lexington Plumbing and Heating Company	11/22/2024	0.00	4,118.00
31905	1608	Lightning Grand Services Inc	11/22/2024	0.00	72.00
31906	2196	Alan B Mestdagh	11/22/2024	0.00	13,775.00
31907	2958	Midwest Shredding Service LLC	11/22/2024	0.00	115.00
31908	340	Mill Creek Rifle Club Inc	11/22/2024	0.00	525.00
31909	2637	Miller Tool Inc	11/22/2024	0.00	406.02
31910	2039	MJV-A LLC	11/22/2024	0.00	30.00
31911	281	Motorola Inc	11/22/2024	0.00	14,298.90
31912	100	O'Dell Service Company Inc	11/22/2024	0.00	4,441.45
31913	25	Office Depot	11/22/2024	0.00	144.90
31914	2072	Olsson Associates	11/22/2024	0.00	16,490.96
31915	369	Overland Park Garden Center Inc	11/22/2024	0.00	69.67
31916	277	PB Hoidale Co Inc	11/22/2024	0.00	663.82
31917	190	Pitney Bowes Lease	11/22/2024	0.00	210.18
31918	2744	Pro Circuit Inc	11/22/2024	0.00	6,506.33
31919	3327	Rush Truck Centers of Missouri Inc	11/22/2024	0.00	288.40
31920	102	Safety-Kleen Systems Inc	11/22/2024	0.00	624.50
31921	3170	SBRK Finance Holdings Inc	11/22/2024	0.00	52,862.52
31922	2291	Katharine Shepard	11/22/2024	0.00	145,773.02
31923	3898	Sod Shop Inc.	11/22/2024	0.00	2,355.00
31924	374	Suburban Lawn & Garden Inc	11/22/2024	0.00	16.06
31925	279	Sunflower Equipment LLC	11/22/2024	0.00	1,906.87
31926	2246	Superior Bowen Asphalt Company LLC	11/22/2024	0.00	603,381.28
31927	3718	Traffic Control Corp	11/22/2024	0.00	65.00
31928	3103	TWAS Topco LP	11/22/2024	0.00	400.00
31929	2047	United Rentals (North America) Inc	11/22/2024	0.00	412.00
31930	304	Vance Brothers LLC	11/22/2024	0.00	410,132.76
31931	3702	Lindsay Voitik	11/22/2024	0.00	26.87
31932	3515	Wasabi Technologies	11/22/2024	0.00	8,493.71
31933	737	West Publishing Corp	11/22/2024	0.00	1,544.25
Total for 11/22/2024:				162.99	1,862,897.71
ACH	945	UMB Bank ACH	11/27/2024	0.00	34,820.51
ACH	9	Evergy - KCPL - ACH	11/27/2024	0.00	11,272.72
Total for 11/27/2024:				0.00	46,093.23
31934	790	Cellco Partnership	11/29/2024	0.00	329.08
31935	2831	Michael Dolly	11/29/2024	0.00	162.99
31936	111	WaterOne	11/29/2024	0.00	352.62
Total for 11/29/2024:				0.00	844.69
Report Total (177 checks):				162.99	2,512,336.74

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 21, 2025

Copy of Ordinance
3046

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.

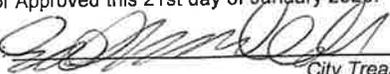
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

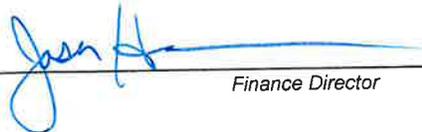
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
31937-32013	12/6/2024	1,409,819.60	
32014-32022	12/13/2024	40,926.26	
32023-32074	12/23/2024	373,394.42	
Payroll Expenditures			
12/13/2024		469,158.08	
12/27/2024		449,744.03	
Electronic Payments			
Electronic Pmnts	12/1/2024	2,890.23	
	12/4/2024	20.36	
	12/11/2024	4,674.65	
	12/17/2024	653.53	
	12/27/2024	83.16	
	12/31/2024	4,416.23	
TOTAL EXPENDITURES:			2,755,780.55
Voiced Checks	Check #	(Amount)	
National League of Cities	31987	(2,190.00)	
TOTAL VOIDED CHECKS:			(2,190.00)
GRAND TOTAL CLAIMS ORDINANCE			2,753,590.55

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

Passed this 21st day of January 2025.

Signed or Approved this 21st day of January 2025.

ATTEST: 
City Treasurer

ATTEST: 
Finance Director

Payroll Date:	12/13/2024
Total Amount ADP Debited From PV Accounts	\$ 379,728.74
M,N-(K) KPERS Employer	\$ 23,114.08
(K) KPERS Employee	\$ 13,516.99
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 165.16
M,N-(L) 457ER Employer	\$ 22,451.14
(L) DC457 Employee Contribution	\$ 14,300.51
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,631.25
(P) POLPEN Police Pension Employee	\$ 5,837.47
	<u>\$ 469,158.08</u>

Payroll Date:	12/27/2024
Total Amount ADP Debited From PV Accounts	\$ 363,134.91
M,N-(K) KPERS Employer	\$ 22,369.13
(K) KPERS Employee	\$ 13,081.34
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 165.16
M,N-(L) 457ER Employer	\$ 21,505.18
(L) DC457 Employee Contribution	\$ 13,784.31
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,421.76
(P) POLPEN Police Pension Employee	\$ 5,869.50
	<u>\$ 449,744.03</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	
(LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	<u>\$ -</u>

Accounts Payable

Checks by Date - Summary by Check Date



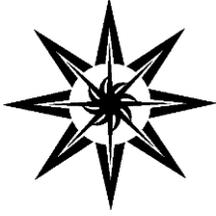
PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	1248	Bluefin Payment Systems	12/01/2024	0.00	61.90
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	12/01/2024	0.00	1,883.02
ACH	841	Elavon	12/01/2024	0.00	867.96
ACH	841	Elavon	12/01/2024	0.00	77.35
Total for 12/1/2024:				0.00	2,890.23
ACH	9	Evergy - KCPL - ACH	12/04/2024	0.00	20.36
Total for 12/4/2024:				0.00	20.36
31937	2265	All City Management Services Inc	12/06/2024	0.00	4,967.23
31938	3380	All Copy Products Inc	12/06/2024	0.00	492.62
31939	2392	Allegiant Networks LLC	12/06/2024	0.00	2,220.42
31940	1048	Applied Concepts Inc	12/06/2024	0.00	592.50
31941	534	Arbor Masters Tree & Landscape	12/06/2024	0.00	787.50
31942	2351	Armcor Cartridge Inc	12/06/2024	0.00	129.00
31943	1618	Arrowhead Scientific Inc	12/06/2024	0.00	636.73
31944	2532	Axiom Service Professionals LLC	12/06/2024	0.00	7,675.00
31945	2390	BBN Architects Inc	12/06/2024	0.00	7,000.00
31946	3909	Samantha Blake	12/06/2024	0.00	2,500.00
31947	156	Blue Cross Blue Shield of Kansas City	12/06/2024	0.00	128,585.21
31948	3089	Bob Allen Ford Inc	12/06/2024	0.00	905.16
31949	101	C&R Johnson County Key Service	12/06/2024	0.00	67.72
31950	3110	City Wide Maintenance Company Inc	12/06/2024	0.00	10,860.00
31951	595	Creative Product Sourcing Inc	12/06/2024	0.00	3,174.62
31952	2024	Custom Lighting Services LLC	12/06/2024	0.00	6,420.00
31953	2007	Michelle DeCicco	12/06/2024	0.00	1,575.00
31954	158	Delta Dental of Kansas	12/06/2024	0.00	6,114.57
31955	1131	Disko Promotions Inc	12/06/2024	0.00	376.96
31956	256	Electronic Technology Inc	12/06/2024	0.00	54,795.83
31957	2898	Evergy - KCPL	12/06/2024	0.00	495.86
31958	958	Federal Signal Corp	12/06/2024	0.00	25,041.45
31959	2666	Fiber Platform LLC	12/06/2024	0.00	700.00
31960	88	First Call	12/06/2024	0.00	56.54
31961	384	GT Distributors	12/06/2024	0.00	1,404.24
31962	3914	Healthy Solutions Inc	12/06/2024	0.00	180.00
31963	673	Heritage Tractor Inc	12/06/2024	0.00	594.55
31964	2726	Infrastructure Solutions LLC	12/06/2024	0.00	115,009.20
31965	2723	Insight Public Sector Inc	12/06/2024	0.00	2,953.93
31966	2316	Integrity Locating Services LLC	12/06/2024	0.00	5,020.40
31967	3472	J Webb Inc	12/06/2024	0.00	47.50
31968	1230	J&J Printing Inc	12/06/2024	0.00	488.00
31969	1986	JM Fahey Construction Co	12/06/2024	0.00	767,989.49
31970	61	Johnson County Treasurer	12/06/2024	0.00	39,507.28
31971	3732	K&M Office Products Inc	12/06/2024	0.00	319.80
31972	3570	Kansas CareNow Urgent care	12/06/2024	0.00	110.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31973	1571	Kansas City Community Gardens	12/06/2024	0.00	728.90
31974	41	Kansas Gas Service	12/06/2024	0.00	63.23
31975	2335	Kansas One-Call System Inc	12/06/2024	0.00	428.40
31976	147	Kansas State Treasurer	12/06/2024	0.00	4,053.05
31977	1688	KC Custom Signs	12/06/2024	0.00	140.00
31978	258	Key Equipment & Supply Co	12/06/2024	0.00	1,452.81
31979	21	KU Midwest Occupational Health	12/06/2024	0.00	1,699.00
31980	97	Lawrence Pest Control Company Inc	12/06/2024	0.00	720.00
31981	213	Legal Record	12/06/2024	0.00	40.92
31982	92	Lexington Plumbing and Heating Company	12/06/2024	0.00	4,518.00
31983	3302	Linde Gas & Equipment inc	12/06/2024	0.00	82.14
31984	340	Mill Creek Rifle Club Inc	12/06/2024	0.00	2,100.00
31985	3626	Jo Moore	12/06/2024	0.00	241.15
31986	1054	Multistudio, Inc.	12/06/2024	0.00	3,594.50
31987	773	National League of Cities	12/06/2024	VOID	2,190.00
31988	814	NGLIC National Guardian Life Insurance C	12/06/2024	0.00	913.32
31989	100	O'Dell Service Company Inc	12/06/2024	0.00	2,106.62
31990	27	Overland Park City Of Attn: Finance	12/06/2024	0.00	8,468.16
31991	2141	Pre-Paid Legal Services Inc	12/06/2024	0.00	427.65
31992	2744	Pro Circuit Inc	12/06/2024	0.00	2,468.11
31993	3913	Cynthia Ptacek	12/06/2024	0.00	492.49
31994	3705	Redford Construction Inc	12/06/2024	0.00	4,600.00
31995	1007	Rejis Commission	12/06/2024	0.00	1,398.07
31996	3912	Emily Rountree	12/06/2024	0.00	520.77
31997	503	Schwaab Inc	12/06/2024	0.00	20.50
31998	3911	Sig Sauer Inc	12/06/2024	0.00	4,084.68
31999	160	Standard Insurance Company-Div 0001 Lis	12/06/2024	0.00	2,732.32
32000	3798	Standard Insurance Company-Div 0003	12/06/2024	0.00	3,912.84
32001	72	Staples Business Advantage	12/06/2024	0.00	82.75
32002	3254	Staples Inc	12/06/2024	0.00	53.47
32003	172	Sumner One	12/06/2024	0.00	1,529.80
32004	279	Sunflower Equipment LLC	12/06/2024	0.00	755.98
32005	2423	Sunset Law Enforcement LLC	12/06/2024	0.00	559.44
32006	2246	Superior Bowen Asphalt Company LLC	12/06/2024	0.00	115,473.87
32007	1740	Time Warner Cable	12/06/2024	0.00	271.34
32008	2240	Karen L Torline	12/06/2024	0.00	1,500.00
32009	3138	Traffic Control Services Inc	12/06/2024	0.00	6,364.14
32010	2568	TREKK Design Group LLC	12/06/2024	0.00	20,082.17
32011	1042	Verizon Wireless	12/06/2024	0.00	3,952.50
32012	1237	Viking-Cives Midwest Inc	12/06/2024	0.00	241.00
32013	20	Tara Wakefield	12/06/2024	0.00	4,961.20
Total for 12/6/2024:				2,190.00	1,407,629.60
ACH	9	Evergy - KCPL - ACH	12/11/2024	0.00	4,674.65
Total for 12/11/2024:				0.00	4,674.65
32014	2330	Allied Services LLC	12/13/2024	0.00	1,250.00
32015	245	Easy Ice LLC	12/13/2024	0.00	75.21
32016	2723	Insight Public Sector Inc	12/13/2024	0.00	31,841.04
32017	687	International Institute of Municipal Clerks	12/13/2024	0.00	260.00
32018	84	Johnson County Wastewater	12/13/2024	0.00	4,545.60
32019	41	Kansas Gas Service	12/13/2024	0.00	453.24
32020	213	Legal Record	12/13/2024	0.00	91.40
32021	3626	Jo Moore	12/13/2024	0.00	0.70
32022	111	WaterOne	12/13/2024	0.00	2,409.07

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
			Total for 12/13/2024:	0.00	40,926.26
ACH	310	Kansas Department of Revenue - "online pa	12/17/2024	0.00	2.30
ACH	945	UMB Bank ACH	12/17/2024	0.00	651.23
			Total for 12/17/2024:	0.00	653.53
32023	3219	4T Total Lawn Inc	12/23/2024	0.00	5,940.00
32024	3717	ADA Enterprises Inc	12/23/2024	0.00	15,015.05
32025	78	Affinis Corp	12/23/2024	0.00	1,950.09
32026	2265	All City Management Services Inc	12/23/2024	0.00	2,439.22
32027	2330	Allied Services LLC	12/23/2024	0.00	168,450.14
32028	1029	American Rigger's Supply Inc	12/23/2024	0.00	84.10
32029	534	Arbor Masters Tree & Landscape	12/23/2024	0.00	6,300.00
32030	2326	Paul L Benson	12/23/2024	0.00	1,781.25
32031	3645	Benson Method	12/23/2024	0.00	5,183.75
32032	2834	Bledsoe's Equipment Inc	12/23/2024	0.00	1,245.74
32033	242	Bledsoe's Rental Inc	12/23/2024	0.00	44.00
32034	3089	Bob Allen Ford Inc	12/23/2024	0.00	200.00
32035	2520	Yolanda A Bustamante	12/23/2024	0.00	1,800.00
32036	3568	Consolidated Fire District 2	12/23/2024	0.00	525.00
32037	1131	Disko Promotions Inc	12/23/2024	0.00	74.58
32038	245	Easy Ice LLC	12/23/2024	0.00	245.25
32039	2460	EE Reimbursement	12/23/2024	0.00	164.00
32040	2523	EE Reimbursement	12/23/2024	0.00	54.13
32041	2743	EE Reimbursement	12/23/2024	0.00	164.00
32042	256	Electronic Technology Inc	12/23/2024	0.00	29,017.17
32043	2980	Enterprise FM Trust	12/23/2024	0.00	15,072.06
32044	88	First Call	12/23/2024	0.00	380.95
32045	3916	Paula Frankel	12/23/2024	0.00	473.08
32046	86	Goodyear Auto Service Center	12/23/2024	0.00	282.24
32047	1886	GPS Insight LLC	12/23/2024	0.00	239.70
32048	1381	Great Plains Soc Prevention of Cruelty Anni	12/23/2024	0.00	375.00
32049	384	GT Distributors	12/23/2024	0.00	2,243.55
32050	3569	Heartland Traffic Services Inc	12/23/2024	0.00	3,099.52
32051	3763	Hunter Law Group, P.A.	12/23/2024	0.00	11,055.00
32052	1230	J&J Printing Inc	12/23/2024	0.00	220.47
32053	1986	JM Fahey Construction Co	12/23/2024	0.00	21,234.08
32054	3732	K&M Office Products Inc	12/23/2024	0.00	797.30
32055	258	Key Equipment & Supply Co	12/23/2024	0.00	720.74
32056	1423	Lawn & Leisure of Lee's Summit Inc	12/23/2024	0.00	227.51
32057	97	Lawrence Pest Control Company Inc	12/23/2024	0.00	360.00
32058	205	Lawson Products	12/23/2024	0.00	70.18
32059	2946	Leatham Family LLC	12/23/2024	0.00	2,124.00
32060	145	Robin A. Lewis	12/23/2024	0.00	1,425.00
32061	2196	Alan B Mestdagh	12/23/2024	0.00	25,510.00
32062	340	Mill Creek Rifle Club Inc	12/23/2024	0.00	700.00
32063	2039	MJV-A LLC	12/23/2024	0.00	27.00
32064	2072	Olsson Associates	12/23/2024	0.00	9,522.16
32065	2667	SiteOne Landscape Supply Holding LLC	12/23/2024	0.00	858.91
32066	2308	Stanard & Associates Inc	12/23/2024	0.00	455.00
32067	3772	Stock Enterprises LLC	12/23/2024	0.00	2,177.69
32068	279	Sunflower Equipment LLC	12/23/2024	0.00	1,834.16
32069	2568	TREKK Design Group LLC	12/23/2024	0.00	22,261.56
32070	3103	TWAS Topco LP	12/23/2024	0.00	128.00
32071	2820	V F Anderson Builders LLC	12/23/2024	0.00	6,913.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
32072	737	West Publishing Corp	12/23/2024	0.00	762.41
32073	3720	White Cap LP	12/23/2024	0.00	208.18
32074	99	Work Zone Inc	12/23/2024	0.00	958.50
Total for 12/23/2024:				0.00	373,394.42
ACH	945	UMB Bank ACH	12/27/2024	0.00	83.16
Total for 12/27/2024:				0.00	83.16
ACH	9	Evergy - KCPL - ACH	12/31/2024	0.00	4,416.23
Total for 12/31/2024:				0.00	4,416.23
Report Total (148 checks):				2,190.00	1,834,688.44



PARKS AND RECREATION

Parks & Recreation Committee: January 8, 2025

City Council Meeting Date: January 21, 2025

Consent Agenda: Consider approval of the 2025 agreements with Johnson County Park and Recreation District

RECOMMENDATION

Recommend approval of the Day Camp agreements with Johnson County Park and Recreation District.

BACKGROUND

The City contracts with Johnson County Park and Recreation District (JCPRD) annually to provide day camp and tennis lessons at Harmon Park. The contract is similar to those signed in previous years and full details are outlined in the agreement.

FINANCIAL IMPACT

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

ATTACHMENTS

Day Camp agreement

Tennis Lessons agreement

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: January 2, 2025

2025 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the ____ day of _____, 2025; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2025.

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

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 14, 2025 through the period ending August 1, 2025 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.

6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.
7. Administration of Program. The day camp program shall be administered, staffed, and operated solely by JCPRD.
8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2025.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary, during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 27, through August 1, 2025 except as otherwise provided herein.
 - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 14, 2025, from 6 p.m. to 8:00 p.m. for parent orientation.
 - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
 - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 27 through August 1, 2025.
 - e. If dangerous weather is imminent, access to the City Hall basement will be provided.
 - f. Will provide access to a lockable closet for the storage of camp supplies.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions
- a. JCPRD shall pay to the City shelter rental on or before September 30, 2025.
 - b. JCPRD shall pay to the City Pool fees daily based on usage.

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

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

Alex Aggen, City Attorney

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

Date

Leslee Rivarola, Chair

ATTEST:

Gary Ristow, Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel

The following is list of dates and times the 2025 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday	May 14	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 27 – May 30	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 2 - June 6	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 9– June 13	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Wednesday, Friday	June 16 – June 18, June 20	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 23 – June 27	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Thursday	June 30 - July 3	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 7 – July 11	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 14- July 18	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 21 - July 25	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Friday	July 28 – August 1	7:00 a.m. – 5:30 p.m.	Day Camp

The dates and times the 2025 Summer Escapades Camp run by Johnson County Park and Recreation District will swim at the Prairie Village Pool will be determined in coordination with the Prairie Village, KS Assistant City Administrator.

**Johnson County Park and Recreation District
Tennis Lesson Program
2025 Participation Agreement**

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

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

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

The City of Prairie Village will provide:

- A key to the tennis equipment shed for the purpose of storing program equipment.
- Promotion of the program where applicable
- Access to tennis courts

2. The Johnson County Park and Recreation District will have use of the facility beginning June 2, 2025 and ending August 08, 2025. No lessons will be held the week of July 14-18 due to Junior Tennis League Tournament. Lessons will be held on the southwestern most (2) tennis courts in the Harmon Park complex. Morning lessons will be held from 9:00 a.m. until 12:00 p.m. Evening lessons will be held from 5:30 p.m. – 8:30 p.m. JCPRD shall develop appropriate tennis programs to maximize the utilization of the courts within the allotted times provided by the City. JCPRD will set fees for lessons and follow JCPRD’s standard procedures for determining program fees. JCPRD will provide all program information to the City for review prior to opening for registration. JCPRD reserves the right to cancel any and all lessons due to low enrollment or unavailability of instructors and will communicate any such need for cancellations to the City.

3. Non-Discrimination Clause

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

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

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

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

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

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

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 24, 2025.

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

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

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

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

Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, which together shall constitute only one instrument. A counterpart of this Agreement transmitted by email or other electronic means shall, if it is executed, be deemed in all respects to be an original document. The use of electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed.

CITY OF PRAIRIE VILLAGE, KANSAS

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

Mayor Eric Mikkelson

Leslee Rivarola, Chair

ATTEST:

ATTEST:

Adam Geffert, City Clerk

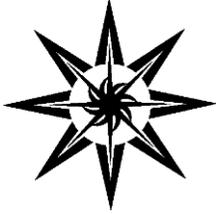
Gary Ristow, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Alex Aggen, City Attorney

JCPRD Legal Counsel



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 8, 2025

City Council Meeting Date: January 21, 2025

CONSENT AGENDA: Consider approval of proposed updates to the Council policies related to parks and recreation

RECOMMENDATION

Recommend approval of updates to the Council policies related to parks and recreation.

BACKGROUND

Council policies are written policies that define a method of action to be taken by the City of Prairie Village. These policies are designed to focus on solving immediate problems and prevent future problems; preserve the governing body's legal authority; clarify council/staff relations; officially express municipal objectives; provide guidance and direction to city employees; and foster stability and continuity. The governing body makes policy and decides "what will be done." Administrative staff members decide how to carry out the will of the governing body.

Staff completed a comprehensive review of the policies and procedures on the relevant committee policies, with input from the Parks and Recreation Committee. A majority of the proposed changes are not substantive and reflect current city practices, such as title or responsibility changes, programing changes, technology improvements, and edits for grammar and clarity.

Certain polices had more notable changes:

- CP509 - The removal of the lap lane restrictions was adopted by the committee upon review of the pool rules several years ago but had not been changed in policy.
- CP513 - This policy reflects the current practice of the city, which has been established for several years but was not updated in policy. As a recruitment tool and for more operational control, the City took all lifeguard instruction in house and provides the training at no up-front cost to employees.
- CP515 - Changes to this policy set limits on daycare size, sets standards for supervision, and defines city and care provider responsibilities.
- CP525/526 - Elements of CP526 had been incorporated into CP525 in 2019. The remaining items were combined into CP525 and CP526 will be deleted entirely.
- CP528 - Reservations fewer than seven consecutive days will be staff level approvals. Many of the previous concerns surrounding multi-day rentals have been addressed through the commercial use policies.
- CP529 - The pool is no longer able to be rented per a previous policy change by the governing body. The proposed change also eliminates the deposit requirements.

ATTACHMENTS

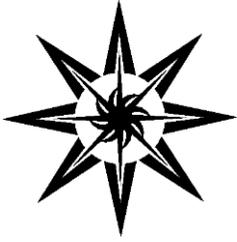
Redlined Council Policies related to parks and recreation

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: January 7, 2025



City Council Policy: CP501 - Naming of City Parks

Effective Date: October 6, 2003

Amends:

Approved By: City Council

I. SCOPE

A. This policy applies to all public parks that have not been previously named for a Mayor within the jurisdiction of the City of Prairie Village, Kansas.

II. PURPOSE

A. To provide guidelines for the future naming and renaming of public parks in the City of Prairie Village.

III. RESPONSIBILITY

IV. DEFINITIONS

V. POLICY

A. Upon completion of at least a four-year term of office as Mayor of the City of Prairie Village, Kansas a City Park will be dedicated and renamed for the Mayor.

B. This policy is subject to the availability of Parks deemed appropriate for renaming.

VI. PROCEDURES



City Council Policy: CP505 - Swimming Pool/~~Tennis Club~~ Memberships

Effective Date: ~~July 15, 1991~~ January 21, 2025

Amends: July 15, 1991

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish policy for providing complimentary swimming pool ~~and tennis club~~ memberships to the governing body.

III. RESPONSIBILITY

A. ~~City Clerk~~ Assistant City Administrator

IV. DEFINITIONS

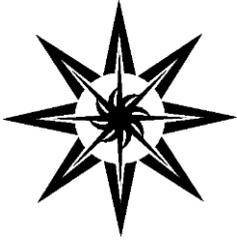
V. POLICY

A. Members of the governing body will receive complimentary memberships to the swimming pool ~~and tennis club~~ for themselves and family members who live in the home.

VI. PROCEDURES

A. The ~~City Clerk will include membership cards~~ Assistant City Administrator will distribute and application instructions in the council packet of to members of the governing body in ~~May~~ April of each year.

B. Council members will complete the registration ~~cards form~~ and return them to the City Clerk's office. ~~The City Clerk Staff~~ will issue appropriate identification to the council member and his or her family members who live in the home.



City Council Policy: CP506 - Swimming Pool Memberships - Business Owners

Effective Date: ~~January 21, 1991~~ January 21, 2025

Amends: January 21, 1991

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish membership rate fees for owners of businesses in the City.

III. RESPONSIBILITY

A. ~~City Clerk~~ Assistant City Administrator

IV. DEFINITIONS

V. POLICY

A. Individuals who own a business in the City and who have purchased a city license to operate that business shall be considered residents for the purpose of swimming pool memberships. They will be charged the resident rate ~~for both memberships and patches.~~

VI. PROCEDURES



City Council Policy: CP507 - ~~Recreation~~ Swimming Pool Memberships -
Employees

Effective Date: ~~May 3, 1993~~ January 21, 2025

Amends: May 3, 1993

Approved By: City Council

I. SCOPE

A. This policy applies to all regular full-time and regular part-time employees.

II. PURPOSE

A. To provide City swimming pool ~~and tennis~~ memberships at no cost to employees, spouses and their children living in the same home.

III. RESPONSIBILITY

Assistant City Administrator

IV. DEFINITIONS

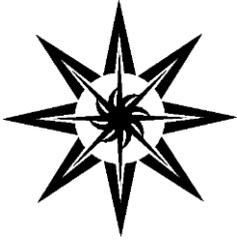
V. POLICY

A. Memberships ~~and patches~~ for the Prairie Village swimming pool ~~and tennis programs~~ will be provided to eligible employees, spouses, and their children living in the same home with the employee, without charge.

B. Seasonal employees are eligible only for individual memberships.

VI. PROCEDURES

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City Council Policy: CP508 - Pool Food Service Budget Practice

Effective Date: ~~February 1, 1993~~ January 21, 2025

Amends: February 1, 1993

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish Budget and Operational Guidelines for Swimming Pool Food Service.

III. RESPONSIBILITY

A. Assistant City Administrator/~~City Clerk~~

IV. DEFINITIONS

V. POLICY

A. The pool food service operation shall be budgeted and operated in such a manner as to cover all the costs associated with its operations.

B. Food service operations should not be subsidized by funds from the General Pool Operations Accounts.

C. In all cases, food service operations will be open at the manager's discretion based upon attendance.

VI. PROCEDURES



City Council Policy: CP509 - Swimming Pool Schedule

Effective Date: ~~February 7, 2022~~ January 21, 2025

Amends: ~~January 2, 2018~~ February 7, 2022

Approved By: City Council

I. SCOPE

II. PURPOSE

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

III. RESPONSIBILITY

A. ~~Pool Manager~~ Aquatics Supervisor

IV. DEFINITIONS

V. POLICY

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

B. Regular Pool Hours:

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

C. Reduced Hours:

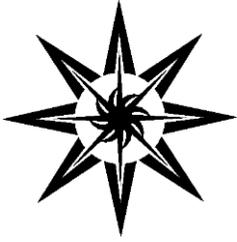
1. The pool complex will be open on weekdays from 2 p.m. - 8 p.m. beginning the first Monday in August
2. The pool complex will be open on weekdays from 4:30 p.m. - 8 p.m. beginning the second Monday in August.
3. Weekend hours will remain 12 p.m. - 8 p.m.
4. During reduced hours, ~~lap lanes will be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

D. Special Pool Hours:

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

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

VI. PROCEDURES



City Council Policy: CP510 - Swimming Pool/~~Tennis~~ Memberships

Effective Date: ~~March 19, 2001~~ January 21, 2025

Amends: March 19, 2001

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish a policy for swimming pool memberships and gate fees.

III. RESPONSIBILITY

A. Assistant City Administrator

IV. DEFINITIONS

V. POLICY

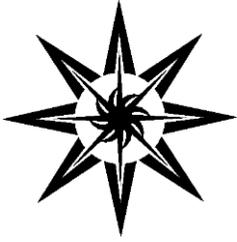
A. Swimming pool memberships will be made available to non-~~Johnson County~~ residents at fees ~~the non-resident prices~~ established by the Governing Body. A non-resident is anyone other than a Prairie ~~village~~ Village resident or business owner.

B. The swimming pool gate fee is a fee established by the Governing Body for residents and non-residents for the entire day. Persons who have paid this fee may leave and re-enter the pool complex during the day.

C. All rules and regulations of the swimming pool will be acknowledged by the person signing up for the membership. -The signer will agree that all members of the family will follow the rules.

D. Pool memberships will be reduced by 50% on July 15th, or the closest business day.

VI. PROCEDURES



City Council Policy: CP511 - Discount for Pool Employees on Food Service Items

Effective Date: ~~June 20, 1994~~ January 21, 2025

Amends: June 20, 1994

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. This policy is established to offer a discount to pool employees on food and drinks sold at the Prairie Village pool.

III. RESPONSIBILITY

- A. Pool Manager

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

A. Pool employees will receive a 50% discount off items sold at food service while on duty.

~~A-B.~~ Pool employees will receive fountain drinks at no cost.

~~B-C.~~ Pool employees are prohibited from purchasing items for other non-pool employees at the discounted rate.

~~C-D.~~ This policy applies to pool employees and pool managers. It does not apply to other employees of the City.



City Council Policy: CP512 - Recreation Scholarship

Effective Date: ~~July 7, 2003~~ January 21, 2025

Amends: July 7, 2003

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. To provide scholarship moneys to low income residents for summer recreation programs in coordination with the Prairie Village Foundation.
- B. Scholarships are available for the following summer programs:
 - 1. Swimming pool membership
 - ~~2. Tennis memberships~~
 - ~~3.2.~~ Junior Tennis League (JTL)
 - ~~4. Synchronized swim team~~
 - ~~5.3.~~ Swim team program
 - ~~6.4.~~ Tennis lessons
 - 5. Swim lessons
 - ~~7.6.~~ Skateboarding lessons

III. RESPONSIBILITY

Assistant City Administrator

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

- A. Interested parties are given a financial disclosure form, ~~income qualification form and family eligibility form.~~ The financial disclosure form must to be completed and returned to the Assistant City Administrator.
- B. 50% scholarships are available to residents whose income does not exceed federal low-income guidelines.
- C. 100% scholarships are available to residents whose income does not exceed federal very low-income guidelines.
- D. Applicant eligibility will be determined based on an assessment of information provided using the income qualification form, ~~family eligibility form,~~ and federal low-income guidelines.
 - 1. City staff will request documentation as needed to prove family and income circumstances.
- E. If guidelines qualify applicant, he/she must submit Federal Income Tax information. If applicant receives Aid to Dependent Children (ADC), Social and Rehabilitation Services child-care subsidy and/or Social Security assistance, both case number and case worker name must be submitted.
- F. If approved by the Assistant City Administrator, a letter is sent to the family/person notifying them they are eligible for the recreation scholarship. Membership forms are also sent and must be completed and returned to the City.
- G. Eligible recipients may participate in as many programs as they wish.



City Council Policy: CP513 - Educational Expenses - Lifeguards

Effective Date: ~~January 14, 1999~~ January 21, 2025

Amends: January 14, 1999

Approved By: City Council

I. SCOPE

~~A. This policy applies to individuals who agree to work as lifeguards for the City and who request that the City pay the American Red Cross certification fee.~~

II. PURPOSE

A. To recruit lifeguards for City employment.

III. RESPONSIBILITY

Assistant City Administrator/Aquatics Supervisor

IV. DEFINITIONS

~~A. An employee completes "one season of employment" if he or she works as a lifeguard for the City for 100 hours or more during the months of May, June, July, August, or September up to and including the Sunday following Labor Day Weekend.~~

V. POLICY

~~A. All lifeguards must take the be certified as American Red Cross Lifeguards Training—Full Course.~~

~~B. The prospective employees will complete an employee application form apply online and register for the American Red Cross Lifeguard Training—Full Course. Returning employees will be required to be recertified each year.~~

~~C. Employees who take this course through Prairie Village will not pay a fee if they complete the season of employment. If they do not complete the season, they must repay the City the cost of the course.~~

~~1. Season of employment:~~

~~a.) College guards must work through the weekend before reduced hours begin (second Monday in August)~~

~~b.) High school guards must work through Labor Day weekend~~

~~D. Employees who take the course through another agency will pay for their own certification. If they complete the season of employment, they will be reimbursed the course fee by the City.~~

~~E. The City will maintain lifeguard certification records as required by the American Red Cross~~

~~1. The fee for this course will be paid by the employee to the American Red Cross.~~

~~2. The employee will retain his or her own lifeguard certification card, to be produced at the City's request.~~

~~B. Each employee who completes the American Red Cross Lifeguard Training—Full Course and completes one season of employment with the City will receive a bonus payment equal to the cost of the American Red Cross Lifeguard Training—Full Course upon presentation of proof of payment for the course.~~

~~1. The employee will receive the bonus payment only if the American Red Cross course was completed during the year in which the employee is to commence employment with the City.~~

~~C. Employees who resign or are terminated by the City due to unsatisfactory performance prior to the completion of one season of employment are ineligible for the bonus.~~

VI. PROCEDURES



City Council Policy: CP514 - Swim and Dive Team Exceptions

Effective Date: ~~March 19, 2001~~ January 21, 2025

Amends: March 19, 2001

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To encourage participation in the City sponsored swim and dive team programs ~~by residents and older youth.~~

III. RESPONSIBILITY

A. ~~City Clerk~~ Assistant City Administrator

IV. DEFINITIONS

V. POLICY

A. Lifeguards may participate on the City's swim team at no cost.

~~B. Individual 15 years of age and over may participate on City sponsored swim teams at a reduced fee.~~

B. A fee discount will be provided to resident families with more than one child participating on a team.

C. Parent Board members may have the registration fee waived for one participating child

VI. PROCEDURES



City Council Policy: CP515 - Daycare at Swimming Pool

Effective Date: ~~October 6, 2008~~ January 21, 2025

Amends: ~~December 20, 1999~~ October 6, 2008

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. To establish proper supervision of children that are part of an organized day care group and using the pool facilities.

III. RESPONSIBILITY

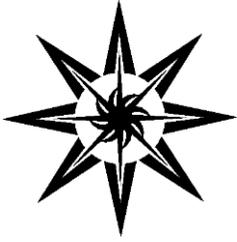
- A. ~~Pool Manager~~ Aquatics Supervisor/Pool Manager

IV. DEFINITIONS

V. POLICY

- A. ~~Only daycare groups that have their facility in Prairie Village are eligible for this membership. Prairie Village daycares receive priority in terms of scheduling~~
- B. There must be an adult supervisor (16 or older) for every eight children.
1. Supervisors must sit in ~~specially designated~~ chairs adjacent to the pool and watch the children at all times.
- C. The manager of the daycare will sign an agreement at the beginning of the season. The agreement will require them to:
1. ~~Provide a list of students who will attend the daycare swim sessions. Group size must not exceed 60 swimmers, excluding supervisors.~~
 2. Follow the requirements for supervisors.
 - ~~2.3. Replace supervisors who are given two warnings for not maintaining constant surveillance and control of their swimmers~~
 3. ~~Provide armbands (one color for each daycare) for children and supervisors while they are in the pool complex.~~
 4. Schedule day/time to attend the pool and follow that schedule throughout the summer.
 5. ~~Schedule a time for the swimming pool manager to talk to children about pool rules on their first visit to the pool.~~
 6. ~~Return pool cards if they do not provide the supervision required by the City's pool manager.~~
- D. The manager of the daycare will ~~provide a list of students in the daycare swim group maintain a roster and emergency contact information for each potential supervisor and make it available to the pool manager on duty should the need arise. The City will not maintain this list. The list will be checked as the children enter the pool. Each child will wear an armband of a certain color to designate the daycare group.~~
- ~~E. Daycare groups will be issued a special card for each child and supervisor they plan to bring to the pool. This card will allow the person to attend only with the group on the dates and times scheduled for the group.~~
- ~~F. E. Daycare groups will need to provide payment to the pool manager before each scheduled visit to the facility. The fees for the daycare group attendance will be per person per visit, as set by the governing body, excluding daycare staff, and must be paid in advance on dates listed in the agreement. Daycare staff may enter the facility at no charge. Daycare swimmers who have a Prairie Village Pool membership ID or eligible SuperPass may use them in lieu of the fee.~~

VI. PROCEDURES



City Council Policy: CP516 - ~~Sports Team~~Recreation Programs

Effective Date: ~~November 6, 2006~~January 21, 2025

Amends: ~~April 21, 2003~~ November 6, 2006

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish guidelines for the registration and memberships in Prairie Village ~~Sports Team~~recreation programs.

III. RESPONSIBILITY

A. ~~City Clerk~~Assistant City Administrator

IV. DEFINITIONS

V. POLICY

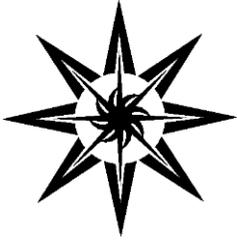
A. Aquatics team memberships will not be limited in size, ~~excluding the-~~ Pre-competitive swim team program, which will be limited to 30 participants per practice session.

B. Junior Tennis League memberships:

1. Each age/sex-group/division shall be limited to 16 members.

C. Tennis and aquatic teams are required to have a ratio of at least 1 coach for every 25 participants.

VI. PROCEDURES



City Council Policy: CP517 - Pool Closing

Effective Date: ~~June 6, 2005~~ January 22, 2025

Amends: June 6, 2005

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish guidelines for closing the pool due to cold weather.

III. RESPONSIBILITY

A. Aquatic Supervisor/Pool Manager

IV. DEFINITIONS

V. POLICY

A. At the Aquatic Supervisor and Pool Manager's discretion, the Prairie Village Pool will be closed due to cold weather when the sum of the water temperature and the air temperature is less ~~the than~~ 130.

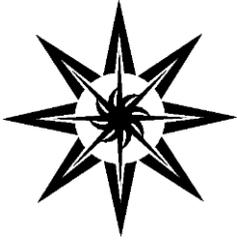
~~1. The Manager will make an initial decision for the 11:00 a.m. opening and reassess the situation for a 3:30 p.m. opening.~~

~~2.1. If the pool does not open at 3:30 p.m. it will remain closed for the day.~~

B. The pool will close for the remainder of the day if at 6:30 p.m. the forecast remains unfavorable.

B-C. The Aquatics Supervisor and/or Pool Manager retains the discretion to close the pool at any time when weather conditions do not permit.

VI. PROCEDURES



City Council Policy: CP520 - Recreational Program Refunds

Effective Date: ~~August 6, 2001~~ January 21, 2025

Amends: August 6, 2001

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish a policy for refunds from recreational programs and/or memberships.

III. RESPONSIBILITY

IV. DEFINITIONS

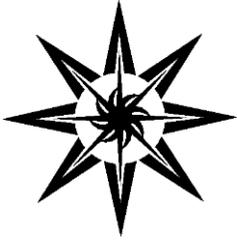
V. POLICY

A. Pool memberships and swim lessons will not be refunded except in cases with a verifiable medical reason.

B. ~~Swim Team, Synchronized Swim Team~~ Aquatic teams and Junior Tennis League team fees may be refunded for a period of one week after the start of team practices.

C. A ~~\$5~~-processing fee as set by the governing body will be charged against refunded memberships.

VI. PROCEDURES



City Council Policy: CP525 - Athletic Field Rental/Reservation Policy

Effective Date: ~~January 14, 2019~~ January 21, 2025

Amends: ~~January 18, 1988~~ January 14, 2019

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. To establish a policy that governs the allocation and use of athletic fields with the goal of fair and equitable usage at the following parks: Franklin, Porter, Taliaferro, Windsor, and any additional parks deemed appropriate by the City.

III. RESPONSIBILITY

Assistant City Administrator

IV. DEFINITIONS

V. POLICY

A. Permissible and Impermissible Activities

1. Approved activities may include but are not limited to: general public use (no reservation), individual use (reservation), community events, recreational sport practices, programs sponsored by the City or City partners.
2. League play is prohibited on City ballfields due to current facilities such as restrooms, seating, and parking spaces being inadequate to hold league play.
3. The "subletting" of fields (when an organization reserves a field and then rents it to a separate group for a different purpose) is not allowed. Reservations need to be made directly with the City.

B. Priority of Use

1. Programs sponsored by the City of Prairie Village or Johnson County Park & Recreation District
2. Seasonal reservations for youth practices
 - a.) Teams from Prairie Village schools and teams with at least 50% members who are Prairie Village residents will be given preference.
 - b.) Seasonal ballfield requests are restricted to a period not to exceed 1 ½ hours per field, per team and shall be limited to a maximum of two practices per week.
 - b.)c.) Baseball/Softball teams whose players are 12 years of age or older have seasonal reservation preference at Franklin and Windsor fields, and teams whose players are 11 years of age or younger have seasonal reservation preference at Taliaferro and Porter fields
3. Reservations for commercial ("pay for play") organizations

C. Filing an Application for a Permit

1. Other than for general public use, individuals or organizations must obtain an approved permit through the City of Prairie Village.
2. All groups requesting use of athletic fields shall complete the application provided by the City Clerk's Office.
3. Applications for single or multiple use dates should be submitted at least seven (7) days prior to the date of use.
4. Applications for seasonal use should be submitted at least thirty (30) days prior to the date of use.
5. A request for a particular athletic field does not guarantee availability or assignment.

D. Fees

1. Fees will be outlined in the annual fee schedule and can differ for each use.

VI. PROCEDURES



City Council Policy: CP526—Reservation of Ballfields

Effective Date: January 18, 2011

Amends: April 7, 1997

Approved By: City Council

I. SCOPE

II. PURPOSE

~~A. To establish a schedule which provides maximum utilization of the City's playing fields.~~

III. RESPONSIBILITY

~~A. City Clerk~~

IV. DEFINITIONS

V. POLICY

~~A. It shall be the policy of the City of Prairie Village to reserve playing fields in City parks for one event or for a season.~~

- ~~1. Seasonal reservations shall be for practices only. Single reservations shall be as part of a pavilion reservation for informal play or for special practice.~~
- ~~2. Teams from Prairie Village schools and teams that have at least 50% members who are Prairie Village residents will be given preference on Prairie Village seasonal reservations.~~
- ~~3. Before March 1, ballfield requests shall be restricted to a period not to exceed one and one-half hours per field, per team and shall be limited to a maximum of two practices per week. In the event there are multiple requests for the same time and field, the City Clerk staff will conduct a lottery to resolve the conflicting requests. Beginning March 1, all remaining ballfield rentals will become unrestricted and awarded on a first come, first serve basis for Spring/Summer reservations.~~
- ~~4. Teams whose players are 5th grade and older shall have season reservation preference at Franklin and Windsor baseball/softball fields.~~
- ~~5. Teams whose players are younger, who are in 4th grade or lower, shall have season reservation preference at Taliaferro and Porter baseball/softball fields.~~

VI. PROCEDURES



City Council Policy: CP527 - Tennis Court Rental/Reservation Policy

Effective Date: January 16, 2024

Amends: February 5, 2018

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish the procedures for the rental/reservation of Prairie Village Tennis Courts.

III. RESPONSIBILITY

A. City Clerk

IV. DEFINITIONS

V. POLICY

A. Private Use

The Prairie Village Tennis Courts may be reserved for private use by making a written request to the City Clerk.

1. The request shall include:
 - a.) The name of the sponsoring organization;
 - b.) The reason for the reservation;
 - c.) The dates and times to be reserved; and
 - d.) The number of courts to be reserved;
2. There shall be a fee per tennis court per hour as established in the city fee schedule.

B. School Use

The Prairie Village Tennis Courts may be reserved for team practice by city affiliated schools by making a written request to the City Clerk.

1. The request shall include:
 - a.) The name of the sponsoring organization;
 - b.) The reason for the reservation;
 - c.) The dates and times to be reserved;
 - d.) Number of courts to be reserved
2. There shall be a court maintenance fee based on the number of courts used as established in the city fee schedule.

C. Tournament Use for City Affiliated Schools

The Prairie Village Tennis Courts may be reserved for city affiliated schools tennis tournaments by making a written request to the City Clerk.

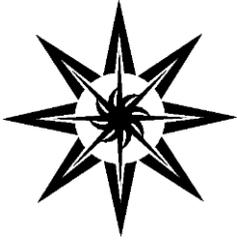
1. The request shall include:
 - a.) The name of the sponsoring organization;
 - b.) The reason for the reservation;
 - c.) The dates and times to be reserved;
 - d.) The number of courts to be reserved;
 - e.) Special accommodations required for the event
 - Access to Tennis Shack
 - Access to additional toilet facilities
 - Reservation of park shelter facilities
 2. There shall be a tournament fee as established in the city fee schedule.
-

D. Tournament Use for Private Entities

The Prairie Village Tennis Courts may be reserved for private use tennis tournaments by making a written request to the City Clerk.

1. The request must be submitted a minimum of two weeks prior to event and shall include:
 - a.) The name of the sponsoring organization;
 - b.) The reason for the reservation;
 - c.) The dates and times to be reserved;
 - d.) The number of courts to be reserved;
 - e.) Special accommodations required for the event
 - Access to the Tennis Shack as long as expectations of the City are met
 - Access to additional toilet facilities
 - Reservation of park shelter facilities
2. There shall be a tournament fee as established in the city fee schedule.
3. Each tournament may not exceed three days (excluding exceptions for rain out delays).
4. No single private entity can reserve the courts for tennis tournaments on consecutive weekends.
5. A maximum of two tournaments may be held per month, available on a first come, first served basis after the school-related tournaments have been scheduled.

VI. PROCEDURES



City Council Policy: CP528 - Reservation of City Park Shelters

Effective Date: ~~January 17, 2006~~ January 21, 2025

Amends: January 17, 2006

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To provide maximum utilization of the City's park shelters by residents and non-residents.

III. RESPONSIBILITY

A. City Clerk

IV. DEFINITIONS

V. POLICY

A. Picnic structures in City parks may be reserved by Prairie Village residents and non-residents throughout the year for use between 7:00 a.m. and 11:00 p.m. for a period of up to six hours.

~~1. Groups of 20 or less may reserve part of the Harmon Park Pavilion;~~

~~2. Groups of 21 to 100 may reserve the entire pavilion.~~

~~3. Pavilions are also available in Taliaferro, Porter, Windsor, Bennett and Weltner, as well as the Santa Fe pavilion in Harmon Park.~~

B. It shall be the policy of the City of Prairie Village to accept reservations by Prairie Village residents, non-residents, businesses and church or school organizations.

1. ~~A written request~~An application for reservation must be ~~filed with~~submitted to the City Clerk's Office ~~or online prior to a date and time being for a reserved reservation~~ and ~~a permit being to be~~ issued.

2. ~~Only single date reservations~~Reservations fewer than seven consecutive days can be processed by the City Clerk's Staff. Requests for ~~multiple date~~ reservations that extend beyond seven days must be approved by the Park and Recreation Committee.

C. Clean up of the premises shall be done by the group using the facility.

1. The sponsor is responsible for the actions of the Group.

2. The City is not responsible for lost or stolen articles or accidents.

3. The City will clean the facility the day of the event if it is a regular scheduled workday. On non-scheduled workday, the facility will be cleaned on the previous workday.

D. Use of amplified sound equipment requires a permit from the City Clerk's office with the shelter reservation.

E. Commercial entertainment on site, i.e. moonwalk, pony rides, etc., require a short-term special use permit approved by the City Council.

VI. PROCEDURES



City Council Policy: CP530 - Fundraising Events in City Parks

Effective Date: ~~February 19, 1991~~ January 21, 2025

Amends: February 19, 1991

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish requirements in authorizing nonprofit fundraising events in City Parks.

III. RESPONSIBILITY

A. ~~City Clerk, Pool Manager and Tennis Manager~~ Assistant City Administrator

IV. DEFINITIONS

V. POLICY

A. All requests for use of the Prairie Village Parks and properties for nonprofit fundraising events shall be in writing at least 120 days prior to the requested event date.

~~B. Usage of the pool or tennis complex for such fundraising events shall be by facility members and paid admission participants only.~~

~~C-B.~~ C-B. All events approved will be scheduled in such a manner as to not conflict with normal routine City facility operations.

~~D-C.~~ D-C. Each event shall purchase and pay for and deliver to the City a liability insurance policy naming the City as the additional insured for accident, injury, dismemberment, disability or death to any of the participants or spectators associated with such event, and in the amounts acceptable to the City.

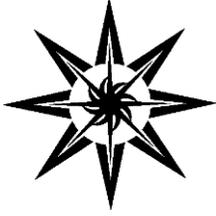
~~E-D.~~ E-D. Each participant must sign a waiver of liability holding the City harmless for accident, injury, dismemberment, disability or death caused directly and/or immediately after such event. In cases where a minor is involved, a parent or legal guardian must authorize participation and sign such a waiver for and on behalf of the minor.

~~F. A \$100.00 deposit (cash or money order) shall be made to the City prior to the event and within a reasonable period of time after the event, a refund will be made of monies not used in covering the costs of the City before, during, or immediately after the event. No refund will be more than \$50 dollars.~~

~~G-E.~~ G-E. The times of events shall coincide with the open hours of the park; not after 11:00 p.m. and not before daybreak.

~~H-F.~~ H-F. The City will not be responsible for the theft or loss of any items before, during, or immediately after the event.

VI. PROCEDURES



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 8, 2025

City Council Date: January 21, 2025

CONSENT AGENDA: Consider 2025 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2025 Recreation Fee Schedule.

BACKGROUND

Per Council direction, staff reviews recreation fees annually to ensure they are reasonable and keep pace with any operational increases with a goal of evaluating every five years. Fees were increased in 2023, and no changes are recommended at this time.

ATTACHMENTS

2025 Recreation Fee Schedule

PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 2, 2025

2025 Recreation Fee Schedule

CATEGORY	2021	2022	2023	2024	2025
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RESIDENT POOL PASS

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

*\$10 early bird special in April

Under Age 3 - Free

NON-RESIDENT POOL PASS

Individual*	\$80	\$80	\$90	\$90	\$90
Senior Citizen (60+)*	\$70	\$70	\$80	\$80	\$80
5 Swim Card	\$40	\$40	\$40	\$40	\$40

*\$10 early bird special in April

Under Age 3 - Free

DAILY POOL GATE FEES	\$10	\$10	\$10	\$10	\$10
TWILIGHT (after 4:30 pm)	\$5	\$5	\$5	\$5	\$5
DAYCARE	\$5	\$5	\$5	\$5	\$5

SWIM & DIVE TEAMS

Resident	\$110	\$110	\$120	\$120	\$120
additional child	\$105	\$105	\$115	\$115	\$115
Non-Resident without membership	\$165	\$165	\$175	\$175	\$175
Non-Resident with membership	\$115	\$115	\$125	\$125	\$125
Lessons (30 minutes)	\$45	\$45	\$60	\$60	\$60

YOUTH SWIM LESSONS

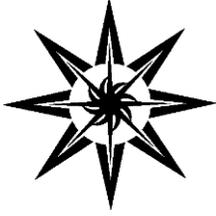
Resident	-	-	-	\$60	\$60
Non-Resident	-	-	-	\$70	\$70

ATHLETIC FIELD RENTAL

Individual Rental (hourly)	\$7.50	\$7.50	\$10.00	\$10.00	\$10.00
Seasonal Practices	\$40	\$40	\$50	\$50	\$50
Commercial Use (hourly)	\$20	\$20	\$20	\$20	\$20

TENNIS COURT RENTAL

Individual Rental (hourly)	\$7	\$7	\$10	\$10	\$10
School Tournament	\$150/day	\$150/day	\$150/day	\$150/day	\$150/day
Private Tournament	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$175/day + \$250 deposit	\$60/court/day	\$60/court/day
Seasonal School Rental (per court)	\$50	\$50	\$55	\$55	\$55
Commercial Use (hourly)		\$20	\$20	\$20	\$20



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 8, 2025

City Council Meeting Date: January 21, 2025

CONSENT AGENDA: Consider approval of the 2025 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the the City of Mission, Kansas, and the City of Fairway, Kansas, for use of swimming pool facilities.

BACKGROUND

The SuperPass program allows residents of partner cities to pay a fee in addition to their regular pool membership to gain access to the other cities' pools during the summer season. The program is in its 12th year and is considered a success by all participating municipalities.

In 2024, usage for all participating pools included over 6,391 SuperPass visits. Prairie Village SuperPass participants made 3,081 visits to other pools. The Prairie Village Pool hosted 1,975 visits from members of other pools.

In addition to the SuperPass agreement, the partnering cities also approve a Letter of Understanding to allow all residents with a regular pool membership to attend each other's pools on dates the host pools are closed for swim/dive meets. This occurs approximately four days per summer and provides resident pool members an alternative option when the pool is closed for meets. There is no fee charged or incurred for this service enhancement.

FINANCIAL IMPACT

In 2024, the program generated \$10,883 for Prairie Village.

ATTACHMENTS

2025 SuperPass Interlocal Agreement
2025 Swim Meet Letter of Understanding

PREPARED BY

Meghan Boom
Assistant City Administrator
Date: January 7, 2025

AGREEMENT FOR USE OF SWIMMING POOL FACILITIES

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Mission, Kansas (“Mission”), and the City of Prairie Village, Kansas (“Prairie Village”), (each a “City” and collectively the “Cities”).

RECITALS

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2025 Swim Season, (defined below,) with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2025 swim season, which commences approximately May 24, 2025 and ends approximately September 1, 2025 (“2025 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2025 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to

each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$20 per individual. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$25 per individual.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2025 Swim Season.

g. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

h. Revenue received by each City for the Super Pool Pass shall be referred to herein as the “Total Revenue.” Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2025 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 24, 2025 through July 31, 2025, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City’s Total Revenue (the “Retained Revenue”) based on whether the City’s Pool Facilities have or have not operated

on a full-time basis during the 2025 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed “Shared Revenue” and shared with the other Cities as set forth below:

Dates Open	Retained Revenue	Shared Revenue
90% – 100%	50% of Total Revenue	50% of Total Revenue
80% - 89%	40% of Total Revenue	60% of Total Revenue
70% - 79%	25% of Total Revenue	75% of Total Revenue
Fewer than 70%	0% of Total Revenue	100% of Total Revenue

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2025 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the City.

c. All Pool Facilities must meet facility standards in regard to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signature pages follow]

**SIGNATURE PAGE TO
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day and year indicated below.

CITY OF FAIRWAY, KANSAS

By _____

Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____

Sollie Flora, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into as of the last date of signature indicated below by and between the **Cities of Fairway, Prairie Village, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2025 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2025 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Sollie Flora, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest: _____



PUBLIC WORKS DEPARTMENT

Consent Agenda: January 21, 2025

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR IMPROVEMENTS TO 75th STREET, FROM STATE LINE TO MISSION ROAD (75ST0002)

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for improvements to 75th Street from State Line to Mission (75ST0002).

BACKGROUND

The Governing Body approved the City of Prairie Village annual County Assistance Road System (CARS) Program submittal at the March 4, 2024 City Council meeting which included the 75th Street from State Line to Mission Improvement Project. The Johnson County Board of Commissioners has approved our submittal for funding.

An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. This agreement will limit the County share to 50% of the project's construction costs or \$326,000. The County's funding for this project comes from the (CARS) Program.

This project is a part of the 2025 CIP.

FUNDING SOURCE

Funding is available in the CIP project 75ST0002.

ATTACHMENTS

1. Interlocal Agreement with Johnson County (320001515)

PREPARED BY

Melissa Prenger, City Engineer

January 13, 2025

**Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas, for the Public Improvement of
75th Street from State Line Road to Mission Road
(320001514)**

THIS AGREEMENT, made and entered into this _____ day of _____, 202_ by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 75th Street from State Line Road to Mission Road (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the CARS Program Policies and Administrative Procedures for the CARS Program, adopted by the Board and available on the Johnson County website (the "Policies and Procedures"), for which funding has been authorized and budgeted; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 202_.

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

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is Seven Hundred Eleven Thousand Dollars (\$711,000).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Three Hundred Twenty Six Thousand Dollars (\$326,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the Policies and Procedures adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, (“Finance Director”) cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policies and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Prairie Village shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Prairie Village, Kansas

Mike Kelly, Chairman

Eric Mikkelson, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

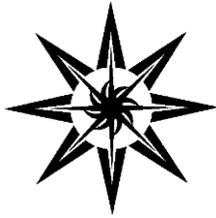
City Clerk

Approved as to form:

Approved as to form:

Scott Abbott
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Consent Agenda: January 21, 2025

CONSIDER DESIGN AGREEMENT WITH TREKK DESIGN GROUP LLC FOR THE DESIGN AND CONSTRUCTION OBSERVATION OF 75TH STREET, FROM STATE LINE TO MISSION ROAD (2025 CARS)

RECOMMENDATION

Move to approve the design agreement with TREKK Design Group LLC for the design and construction observation of the 2025 CARS project, 75th Street, State Line to Mission Road in the amount of \$42,287.42.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2024, 2025, and 2026 in December 2023. Engineering services are selected based on qualifications. TREKK Design Group LLC was selected as the City's design consultant for the CARS Program from the 3 firms interviewed. This is year 2 of TREKK's 3-year selection.

This agreement is for the consultant to assist with the 2026 CARS submittal update and design/construction observation of the 2025 CARS project, 75th Street, State Line to Mission Road. 75th Street was milled and overlaid in 2015 and is ready for a UBAS (ultra-thin bonded asphalt surface) treatment to keep the roadway in good condition.

UBAS is an asphalt surface treatment used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface sealing the surface of the pavement. This treatment is used by the City of Prairie Village to maintain our good streets with few defects and is usually applied 7 to 10 years after construction of the roadway surface.

UBAS and other surface treatments require the roadway to be free of potholes. Prior to milling, a contractor will be in the area patching the roadway as needed to remove these defects. The UBAS contractor will then macro mill 1/2" off of the asphalt pavement and place the UBAS with an emulsion membrane providing the adhesion to the asphalt surface.

Construction is scheduled to be awarded this year with a summer 2025 start.

FUNDING SOURCE

Funding source is multi-jurisdictional between Prairie Village, and the CARS program. The interlocal agreement with Johnson County (320001404) accepting the CARS program dollars is on the consent agenda for this meeting.

Funding is available in the CIP project 75ST0002.

ATTACHMENTS

Agreement with TREKK Design Group LLC

PREPARED BY

Melissa Prenger, City Engineer

January 15, 2025



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

**75TH STREET, STATE LINE TO MISSION ROAD
75ST0002 (2025 CARS)**

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____ 2025, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, TREKK Design Group LLC, a corporation with offices at 1411 E 104th Street, Kansas City, Missouri, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the improvements to 75th Street, State Line to Mission Road (75ST0002 2025 CARS), hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

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

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

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

Article II Consultant Responsibilities

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

Article III Scope of Services (general scope for roadway project)

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
 1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
 2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
 3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 4. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Need for drainage improvements.
 - c. Need for full depth pavement repairs.
 - d. Need for sidewalk replacement.

- e. Location for new sidewalk.
 - f. Need for curb and gutter replacement.
 - g. Need for and limits of driveway replacement.
 - h. Need for which type of ADA ramps.
 - i. Utility locations and conflicts.
 - j. Tree conflicts.
5. Perform topographic and field survey of identified project locations.
 6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
 7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
 8. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
 9. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
 10. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
 11. Perform field check with City.
 12. Schedule, prepare for and attend one (1) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
 13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
 14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
 15. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
 16. Prepare specification to supplement the 2018 Paving Program project manual for City review.
 17. Submit one half size set of final (95%) plans and specifications for City review.
 18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
 19. Prepare a final opinion of probable construction cost based on historical unit prices.

20. Prepare construction plans for the project using the City's standard documents for the Paving Program.
21. Provide to the City a spreadsheet of the construction quantities for each street and a total for the project.
22. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
23. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

B. Construction Services Phase

Construction services will be provided and include the following.

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.
2. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
3. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.
5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
7. Submit to the City electronic CAD files and TIFF images of the revised sheets.
8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

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

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

- D. Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

CARS Submittal Update	February 28, 2025
Design Phase	March 31, 2025
Issued to Contractor	May 1, 2025

Article V Compensation

- A. Maximum Compensation** The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

CARS Submittal Update	\$ 5,000.00
Design Phase	\$ 23,101.42
Construction Services Phase	\$ 14,186.00
Total Fee for 2025 CARS	\$ 42,287.42

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

- I. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. **Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. **Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.
- R. Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

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

City:

City of Prairie Village, Kansas

By: _____

Eric Mikkelson, Mayor

Address for giving notices:

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

Telephone: 913-385-4640
Email: publicworks@pvkansas.com

Consultant:

TREKK Design Group LLC

By _____

Print Name: _____

Print Title: _____

Address for giving notices:

1411 E 104th Street
Kansas City, Missouri 64131

Telephone: 816-874-4655
Email: _____

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM BY:

Alex Aggen, City Attorney



2026 CARS Program Update

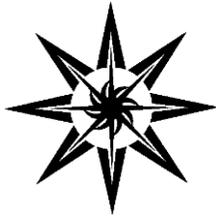
23-0537 Prairie Village

	Project Principal	Project Manager	Senior Project Designer	Labor Sub-Total
<i>Assumed Billing Rates; Subject to Change</i>				
	\$320.00	\$215.00	\$155.00	
TASK DESCRIPTION				
1 2026 CARS Program Update	1	16	8	25
Estimate quantities based on Google imagery		8	8	
Develop 2026-2026 CARS Program Document	1	8		
TOTAL HOURS	1	16	8	25
BILLING RATE	\$320.00	\$215.00	\$155.00	
TOTAL LABOR COST	\$320.00	\$3,440.00	\$1,240.00	\$5,000.00
Direct Expenses				Expense Sub-Total
<u>Mileage</u>				\$ -
miles @ \$0.670 per mile (Personal/Company Vehicle)				\$ -
TOTAL EXPENSES				\$ -
				\$ 5,000.00



	Project Principal	Project Manager	Senior Project Designer	Senior Construction Inspector	PMO Specialist I	Labor Sub-Total
<i>Assumed Billing Rates; Subject to Change</i>						
	\$320.00	\$215.00	\$155.00	\$173.00	\$110.00	
TASK DESCRIPTION						
1 Project Administration	2	13	1	1	10	27
Internal Kick-off Meeting	1	1	1	1		
Progress Meetings (Weekly, 12 weeks, 30 minute virtual meeting)		6				
Invoice Preparation & Progress Reports (6 months)		6			6	
General Project Administration/Coordination (1 hrs/mo)	1				4	
2 Preliminary Through 90% Design	2	18	26	6	0	52
Project Site Visit						
Project Site Visit		4	4	4		
Summarizing Notes from Site Visit		2	2			
Coordination for Johnson County AIMS data		1	2			
Development of Utility Contact List			2			
90% Plan Set						
Title Sheet			1			
Summary of Quantities		1	2			
Standard Details		1	2			
Plan Sheets (1" = 20') (assume 11 sheets with aerial background)		2	4			
Pavement Marking and Signing Sheets (1" = 20') (assume 11 sheets)		2	4			
Construction Cost Estimate	1	2				
QA/QC	1	2	2	2		
Submit 90% Design Plans, once		1	1			
3 Final Design	4	20	14	4	0	42
Address Comments from 90% Plans		4	8	2		
Update Construction Cost Estimate/Quantities	1	2	2			
QA/QC	1	2	2	2		
Project Manual Documents	1	8				
Submit 100% Design Plans, once		1	1			
Answer Questions During Bidding	1	3	1			
4 Construction Assistance	0	0	0	82	0	82
Preliminary familiarization (plans, specs, site)				2		
Attend Pre-construction meeting						
Construction Observation Services				80		
Substantial Completion Inspection & Punch list						
Final Completion Inspection & Punch list						
TOTAL HOURS	8	51	41	93	10	203
BILLING RATE	\$320.00	\$215.00	\$155.00	\$173.00	\$110.00	
TOTAL LABOR COST	\$2,560.00	\$10,965.00	\$6,355.00	\$16,089.00	\$1,100.00	\$37,069.00
Direct Expenses						Expense Sub-Total
Mileage						\$ -
326 miles @ \$0.670 per mile (Personal/Company Vehicle)						\$ 218.42
TOTAL EXPENSES						\$ 218.42
						\$ 37,287.42

Assumptions:	
1	A public meeting will not be held for the project.
2	A utility contact list will be prepared for Project Manual, but no coordination during design is required.
3	TREKK will be supporting City staff with construction observation services, as requested up to 80 hours.
4	Construction observation services are assumed to be maximum values, not to be exceeded. If construction efforts take less time than estimated as shown, associated
5	Construction observation services include developing daily logs/photos, attending progress meetings during work hours, measuring quantities, and reviewing schedule of



PUBLIC WORKS DEPARTMENT

Consent Agenda: January 21, 2025

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT DRAIN-25X: 67th STREET CULVERT REPLACEMENT

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for the DRAIN25X storm drainage improvement project.

BACKGROUND

The Johnson County stormwater management program has approved funding participation for the replacement of the culvert crossing at 67th Street near El Monte Street. The County's funding for this project comes from the Stormwater Management Program's (SMP's) system management renewal funding program.

The City has received the Interlocal Agreement from Johnson County for execution for the DRAIN25X storm drainage project. The agreement limits the County share to 50% of the project's eligible construction costs. The county will have participation for up to \$263,555.00 in reimbursement for the project.

The project replaces the aging channel crossing at 67th Street. The pedestrian bridge on the north side of 67th, which has reached the end of its life, will also be removed and replaced with sidewalk crossing over the new culvert. The project is currently in the final design and easement acquisition phase and is anticipated to be constructed in the summer of 2025. Summer construction is intended to limit disruption to Prairie Elementary School.



FUNDING SOURCE

Funding is available in the CIP project DRAIN25X.

ATTACHMENTS

Interlocal Agreement with Johnson County (1-PV-2025-R584)

PREPARED BY

Cliff Speegle, Sr. Project Manager

January 7, 2025

**Agreement between
Johnson County and the City of Prairie Village
For a Stormwater System Renewal Project
known as 67th Street Culvert Replacement
1-PV-2025-R-584**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as 67th Street Culvert Replacement (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP). The SAMP can be found at <https://www.jocogov.org/sites/default/files/files/2024-04/JOCO-SMP-SAMP-Report.pdf> or will be provided upon request.

3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Five Hundred Twenty Seven Thousand One Hundred Ten Dollars (\$527,110). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.

4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in

the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

6. **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

If to the County:

Mr. Lee Kellenberger
Urban Services Division Director
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Keith Bredehoeft, P.E.
Public Works Director
City of Prairie Village
3535 Somerset Drive
Prairie Village, KS 66208

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Prairie Village

Mike Kelly, Chairman

Eric Mikkelson, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

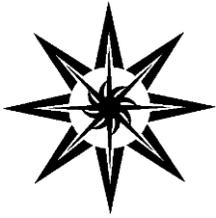
City Clerk

Approved as to Form:

Approved as to Form:

Scott Abbott
Assistant County Counselor

City Attorney



ADMINISTRATION

Council Meeting Date: January 21, 2025
Consent Agenda

Consider Resolution 2025-01 adopting the Region L Multi-Jurisdictional Hazard Mitigation Plan

RECOMMENDATION

Staff recommends the Governing Body approve the Resolution adopting the Region L Multi-Jurisdictional Hazard Mitigation Plan.

BACKGROUND

The Disaster Mitigation Act of 2000 requires all political entities in the United States to have an approved Hazard Mitigation Plan. City government is responsible for having a plan and being part of this regional plan allows the City to address its hazards and develop mitigation actions and incorporate those with the mitigation actions of jurisdictions and entities in the plan. Region L in the State of Kansas consists of three counties; Johnson, Leavenworth, and Wyandotte.

This plan was completed and approved by the Federal Emergency Management Agency (FEMA) pending approval by the governing bodies of all participating entities. As a participating jurisdiction in the plan, FEMA requires the adoption of the plan by the Governing Body to meet the requirements of the Disaster Mitigation Act of 2000. Due to the size of the document (388 pages), it was not included in the packet. It can be found at the following link on Johnson County's [2024 Region L Multi-Jurisdictional Hazard Mitigation Plan](#)

The plan's adoption is a stated requirement and is required for the City's eligibility for potential FEMA funds that become available for hazard mitigation activities. If the plan is not approved, the City would not be able to apply for any future hazard mitigation funds that might become available through the state and the federal governments.

The Governing Body approved a similar resolution for the previous hazard mitigation plan in 2021.

ATTACHMENTS

Hazard Mitigation Resolution 2025-01

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
Date: December 13, 2024

RESOLUTION NO. 2025-01

A RESOLUTION ADOPTING THE REGION L MULTI-HAZARD MITIGATION PLAN

WHEREAS, The City of Prairie Village, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Prairie Village, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Region L Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Prairie Village, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Region L Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the City of Prairie Village, Kansas demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan, and

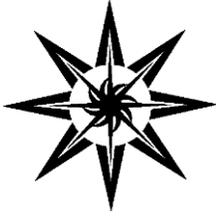
WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Prairie Village adopts the Kansas Region L Hazard Mitigation Plan as an official plan; and the City of Prairie Village, Kansas, will submit this Adoption Resolution to the Kansas Division of Emergency Management and FEMA Region VII officials to enable the plan’s final approval.

ADOPTED this 21st day of January, 2025.

Eric Mikkelson Mayor

Adam Geffert, City Clerk



DIVERSITY COMMITTEE

City Council Meeting Date: December 16, 2024

Consider approval of the proposed Interpretive Panel for Porter Park

BACKGROUND

The Diversity Committee has been working on an interpretive panel that will help explain through pictures and narrative the racist deed restriction language Prairie Village experienced during the City's early history.

Since the land at Porter Park had restrictive language in its original deed documents, the Diversity Committee feels like it would be an ideal location to display the panel. The Parks and Recreation Committee has approved the concept in general with the exact location to be determined later.

The estimated cost for the panel is \$2,250.00 (shipping not included). Staff will work with Public Works on installation.

The Diversity Committee approved the design, and the expense is within their budget.

ATTACHMENTS

Interpretive panel rendering
Quote from Fossil Industries

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
December 10, 2024

INHERITED EXCLUSION

“None of said land may be conveyed to, used, owned or occupied by **negros** as owners or tenants”

While this park is a welcoming community center today, its creation reflects a troubling past of prejudice in Prairie Village. Before this park, or later Porter Elementary School could exist [Fig 1], the owner made a rule for the land (see quote above). This rule was written into the land's ownership document, called a deed, through a covenant – a rule that limits or outlines land use. Created on February 4, 1950, the racist restriction was the only restriction placed on this land. That land which was never planned for homes still had this language demonstrates how widespread these exclusions were, and how they shaped nearly every aspect of Prairie Village's development as a city.

A GATED COMMUNITY

In 1941, when J.C. Nichols and the J. C. Nichols Corporation founded Prairie Village it was common for deed restrictions to exclude certain people such as Black families from purchasing real-estate or living in certain areas. As the originator of this community and many others in Kansas City, Nichols became an influential voice in housing policies. In Prairie Village Nichols pioneered a system that tied racist restrictive covenants with a requirement that purchasers join a homeowners' association. As a private body, homeowners associations enforced all covenants in the deeds and could pursue legal action to assure homeowners followed their rules. The system maintained control over land use and ownership in Prairie Village, including the land you are standing on, for decades that followed. Even though they do not have legal effect today, Nichols' restrictive methods extend into modern-day deeds. The system Nichols pioneered in Prairie Village soon swept the country.

1360. Low ratings of the features in the Location category will not necessarily indicate that the estimate of remaining economic life should also be relatively low. The economic life estimate may be relatively high if the Rating of Property is high, although the Rating of Location may simultaneously be low. This is true because of the opposite effects produced on the economic life estimate and on the Location rating by threatening or probable encroachments of incongruous land uses and by threatening or probable infiltration of inharmonious racial groups. The probability or imminence of such encroachments or infiltrations will result always in low ratings of some of the features in the Location category.

FHA Underwriting Manual, Part III Section 13 Methods of Dwelling Valuation, 1938
The FHA Underwriting Manual contains multiple references to "inharmonious racial groups" including the one here, which warns of reduced location rating based on "threatening or probable infiltration of inharmonious racial groups."

SYSTEMS OF EXCLUSION

The federal government supported excluding Black Americans from certain neighborhoods through its agencies' actions. The Federal Housing Administration made it harder to get loans for houses in integrated neighborhoods, which it described as containing "racially inharmonious groups." In the 1950s, when Black veterans attempted to use the GI Bill to become homeowners The Veterans Administration turned them away. According to a Center for American Progress report from 2019, because of these exclusionary policies, only 2% of the \$120 billion dollars in federal government loans from 1934 to 1962 went into non-white households, undermining wealth building in Black communities. This system developed even though there was no basis for the policies in fact or analyses. It was a system based on racism, not reality.

The Fourteenth Amendment to the United States Constitution includes a provision that the law must treat all people the same. Despite the United States Supreme Court's multiple rulings that racist restrictions violated equal protection rights, Prairie Village home associations and business practices continued to use and enforce racist covenants. These restrictions were so common that in 1948 when the court ruled against restrictions in *Kraemer v Shelley*, three (out of nine) Supreme Court Justices had to recuse themselves because their homes had similar restrictions. This combination of policies was so effective that in 1962, twenty years after its founding as a housing development and ten years after its incorporation as a city, Prairie Village had over 25,000 residents but only two black families.



[Fig 1] Porter Elementary School

the Queen of your life Deserves the Best

A Country Club District Home

Exhibition Home for Parade of Homes, located at 8021 Beverly, in Prairie Fields, a Country Club District Development. See Page 33. Furnished by Edward Keith, Inc.

Two new houses may be identical. But — newness is so temporary. In a few years one house has become a beautiful home in an attractive home neighborhood. The difference is LOCATION. The careful planning and protective restrictions in a Nichols Company area has meant assurance to the homebuyer since 1907. Time tested. Time proven. Your Country Club District home will always be a fine place to live... for you and your family. **THINK** — before you invest.

SINCE 1907 — BUILDERS OF FINE HOMES AND BETTER NEIGHBORHOODS
J. C. NICHOLS COMPANY
SUNDAYS CALL FE. 8600 WEEKDAYS, LO. 3456 AND FE. 8600

Ad for J.C. Nichols Company

Own and Enjoy a
J. C. NICHOLS HOME
in Prairie Village

FOR ONLY \$39,166 MONTHLY
Includes taxes, insurance, maintenance, utilities, and all other expenses.

FURNISHED DEMONSTRATION HOME
8021 West 40th Street

The Nichols Companies have done it! In Prairie Village, the latest addition to the Country Club District, a new era in home building, rapidly gaining national interest, is revealing. The area open to the housing, protective restrictions, and community makes Prairie Village homes outstanding. Prairie Village is immediately to the north.

Representative being furnished by Christine Holbrook, representative of Nichols, in person, that representative of other.

While there are other charming 2 and 3-bedroom homes, with finished basements, no swimming pools, private lawns, and beautiful landscaping, the Nichols Companies have done it! The 2-bedroom home in Prairie Village, 8021 West 40th Street, is a beautiful example of the Nichols Companies' quality and attention to detail.

TO RENT: From \$100.00 per month. Call J.C. Nichols, 318 West Parkway, Kansas City, Mo. 64108. *Based on average rent rates.

J. C. NICHOLS COMPANIES
318 West Parkway Kansas City, Mo. 64108

Kansas City Star, October 5, 1941
Each of Nichols' properties, including his properties in Prairie Village, included the same restriction as the one placed on this land, the soon to be site of Porter Elementary. These same restrictions were alluded to in advertising to promote Prairie Village, beginning with its establishment in 1941. Although the advertisements were not explicit concerning what type of "protective restrictions" would be in place, every Nichols property in Prairie Village contained the identical racist exclusion within its deed.

Property owners in all of the Country Club districts on the Kansas side apparently may be reasonably sure that negroes will not invade their areas

Johnson County Herald, February 2, 1950
The restriction on this land was likely created to avoid an FHA policy, set to go into effect after February 15, 1950 which would prevent the use of FHA loans on property that included such a restriction.

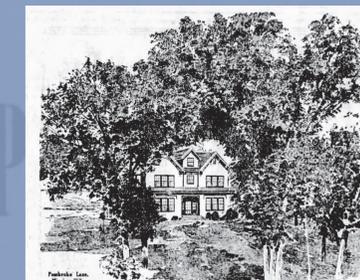
Country Club Districts Restricted Against Ownership By Negroes

After February 15 no FHA loans will be available to property owners who seek to restrict their properties against race, color or creed. Any such restrictions must be of record before that date. This information is published in an amendment to Federal Housing rules and regulations distributed by Franklin D. Richards, commissioner at Washington.

The status of properties owned by members of various homes associations in northeast Johnson county are being checked to see just what restrictions are now in effect or can be put into effect before the February deadline. One owner of large pasture acreage held for residential development is now having restrictions drawn up which will be made a matter of records in the next week or two.

SELF-PERPETUATING RESTRICTIONS... EXCLUDE THE DESTRUCTIVE INFLUENCES THAT HAVE BEEN THE RUIN OF OLDER SECTIONS.

— Excerpt from the J.C. Nichols Company ad below.



Self-Perpetuating Restrictions vs. Changing Neighborhoods

WALTER L. STABLER, Controller of the world's largest life insurance company, said recently of SUNSET HILL and MISSION HILLS OF THE COUNTRY CLUB DISTRICT:

"A study of your self-perpetuating restrictions convinces me that you have solved the problem of changing neighborhoods."

Kansas City has witnessed the rise and decline of many residential centers. Every thoughtful citizen has recognized the irrefragable waste suffered from the short-lived and unstable section.

SELF-PERPETUATING RESTRICTIONS, originated by the developers of SUNSET HILL and MISSION HILLS, exclude the destructive influences that have been the ruin of older sections. They were copied by developers in more than 50 cities in 1928.

The future value of a SUNSET HILL or MISSION HILLS home, together with the additional investment in the residence itself, is guaranteed by the restrictions in the same way a human life is insured by a life insurance policy.

Confidence in the future value and character of this property will cause those who demand the best in location to seek entrance to it. Values will rise constantly as a result. This pays a premium on selection now.

Proper regard for your permanent happiness and business security prompt the selection of a home in SUNSET HILL or MISSION HILLS.

J. C. NICHOLS INVESTMENT CO.
911 Commerce Bldg. Harrison or Main 5266.

J.C. Nichols Company ad for Mission Hills
Other Nichols' advertisements touted the area as having the "most highly restricted part of the Country Club District" and reminded potential buyers of the "absolute protection for twenty-five years" would be provided.

J. C. NICHOLS COMPANIES PRESENT
Prairie Village A PLANNED COMMUNITY OF MODERATE-PRICED HOMES...

Your Are Cordially Invited to Visit the FURNISHED DEMONSTRATION HOME...

8021 West 40th Street in Prairie Village

FHA TERMS \$39.16 A MONTH INCLUDES PRINCIPAL INTEREST, TAXES AND INSURANCE

J. C. Nichols Companies
318 West Parkway Kansas City, Mo. 64108

J.C. Nichols Company ad for Prairie Village

THE FIGHT CONTINUES

The Fair Housing Act of 1968 made racist housing covenants illegal, but these policies' legacies are still seen today. According to the United States Census, in 2021 over 92% of the citizens of Prairie Village were white and only 1% were Black or African American. A 2018 study by the Metropolitan Policy Program at the Brookings Institute found that homes in majority Black neighborhoods were significantly undervalued, with an estimated \$156 billion dollars in cumulative losses to Black communities nationwide.

In 2006, The State of Kansas enacted a statute that allowed homeowners associations to remove any restriction that discriminated against people with a variety of characteristics including race. Following that change, the Prairie Village Homes Association passed a resolution that called such racist restrictions "abhorrent" and stated that such language was "repeated, deleted, eliminated, removed, released and made naught." Although many city documents reflect this new language, because of the policies established by Nichols long ago, that "abhorrent" language remains in the deed of nearly every Prairie Village property.

To: David Magariel
City of Prairie Village, Kansas's Diversity Committee

Account Executive: Linda Peters
ID #: 1852808.01

Phone#: 785-841-4109

Fax#:

Tag Name:

Part Number	Qty	Description	Each	Ext
E18-015		1/8" Exterior CHPL Graphic. Panel Size: 18"H x 12"W	97.00	0.00
NPS-1812-SP66		NPS Style Single Pedestal (45 Degree). - Graphic: 18"H x 12"W. Black Powder Coated Aluminum. - Surface Mount (In-Ground Mount available).	504.00	0.00
E18-07		1/8" Exterior CHPL Graphic. Panel Size: 24"H x 42"W	451.00	0.00
NPS-2442-T45		NPS Style Double Traditional Pedestal (45 Degree). - Graphic: 24"H x 42"W. Black Powder Coated Aluminum. - Surface Mount (In-Ground Mount available).	1,158.00	0.00
99810		COLOR SAMPLE: (8" x 10" x 1/8") CHPL. Created from Client Provided File. -Used in production for color matching and resolution. -Cost includes shipping Sample. See File Prep Guide for More Information.	40.00	0.00
....		Shipping not included.	0.00	0.00

All FOSSIL graphics feature 12-Color HD Printing and our Fossilized Surface®.

Subtotal: \$0.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
Electronic layout proofs provided at no charge.

Subtotal: 0.00

Features are indicated in Part Numbers:

"-P" = Custom Shape; "-T" = Threaded Inserts; "-D" = Double Sided; "-H" = Holes; "MURAL" - Indicates panels built to go directly beside another panel.

Shipping:

0 %Tax: 0.00

TOTAL: \$0.00

Shipping and Packing will be added to your final invoice.

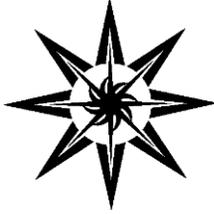
Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of graphic to meet your requirements (FossilGraphics.com/guide).

Deposit Due: 0.00

After Delivery Amount Due: 0.00

TERMS: 60% Deposit / Balance Net 10 After Delivery

Please sign as your authorization to produce: _____ / / _____



ADMINISTRATION

Council Meeting Date: January 21, 2025

COU2025-01 Consider approval of Resolution 2025-02 authorizing issuance of General Obligation Temporary Notes, Series 2025 (Acquisition of 7820 Mission Road)

SUGGESTED MOTION:

Move that the City Council approve a resolution authorizing the City of Prairie Village, Kansas, to issue general obligation temporary notes to finance the costs of acquiring the real property located at 7820 Mission Road.

BACKGROUND

The temporary notes are being issued for the purpose of acquiring property adjacent to the Municipal Complex campus. The City entered into a purchase contract with the property owner at the August 19, 2024 Council meeting. At the November 18, 2024 Council meeting, Council approved authorizing staff to engage Bond Counsel and the City's financial advisor to begin the process of preparing for the issuance of notes or bonds to fund the purchase of property at 7820 Mission Road. At the December 2, 2024 Council meeting, Council approved Resolution 2024-07, which approved the acquisition of the property at 7820 Mission Road, as well as Resolution 2024-08, authorizing the offering for sale of notes in an amount of up to \$4.5M, plus costs of issuance and related financing costs, to finance the acquisition of the property.

As approved by Council on December 2, 2024, bids will be received by the City on January 21, 2025 from prospective buyers of the General Obligation Temporary Notes, Series 2025. Accordingly, the best bid rates will be provided at the City Council meeting. The temporary notes have a maturity date of March 1, 2027, with the option to redeem them early beginning March 1, 2026.

The City's bond counsel, Gilmore & Bell, has prepared Resolution No. 2025-02 that sets the forms and details of, and serves to authorize the issuance and delivery of Temporary Notes Series 2025. A draft copy of the above-mentioned resolution is attached. The final version of this document will be available once the bids have been received, and the best bids have been determined. Moody's Ratings has assigned a rating of "MIG 1" to this issuance, which is their highest rating for short-term municipal obligations.

After approval of this Resolution by Council, the temporary notes are planned to close on February 12th, with closing on the purchase of 7820 Mission Road planned on February 13th.

Kevin Wempe of Gilmore & Bell and Adam Pope of Columbia Capital Management will attend the meeting on Tuesday, January 21st to discuss the Note Resolution and bids received.

ATTACHMENTS

- Draft Note Resolution 2025-02 authorizing issuance of General Obligation Temporary Notes, Series 2025 (7820 Mission Road)

PREPARED BY:

Jason Hannaman, Finance Director

Date: January 14, 2025

GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025

- A. Excerpt of Minutes of Meeting approving sale, approving Note Resolution
 - B. Note Resolution
-

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PRAIRIE VILLAGE, KANSAS
HELD ON JANUARY 21, 2025**

The governing body met in regular session at the usual meeting place in the City, at 6:00 p.m., the following members being present and participating, to-wit:

Present: _____

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 2025, dated February 12, 2025, of the City had been received. A tabulation of the bids is set forth as *Exhibit A* hereto.

The governing body reviewed and considered the bids and it was found and determined that the bid of [Name of Purchaser], [Purchaser City, State], was the best bid for the Notes, a copy of which is attached hereto as *Exhibit B*.

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025, OF THE CITY OF PRAIRIE VILLAGE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Councilmember _____ moved that the Resolution be adopted. The motion was seconded by Councilmember _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2025-02 and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Prairie Village, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

City Clerk

EXHIBIT A
BID TABULATION

EXHIBIT B
BID OF PURCHASER

RESOLUTION NO. 2025-02

OF

THE CITY OF PRAIRIE VILLAGE, KANSAS

ADOPTED

JANUARY 21, 2025

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025**

RESOLUTION

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RESOLUTION NO. 2025-02

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025, OF THE CITY OF PRAIRIE VILLAGE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Prairie Village, Kansas (the “Issuer”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (collectively, the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority</u>	<u>Estimated Cost</u>
7820 Mission Road Acquisition	2024-07	Charter Ordinance No. 28; Art. 12, Sec. 5 of the Kansas Constitution	\$4,500,000

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer’s general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, none of such temporary notes heretofore authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the governing body of the Issuer has advertised the sale of the Notes and at a meeting held in the City on January 21, 2025, awarded the sale of such Notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of \$[Principal Amount] to pay the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-123, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the Issuer and Article 12, Section 5 of the Kansas Constitution, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC.

“City” means the City of Prairie Village, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

“Dated Date” means February 12, 2025.

“Debt Service Account” means the Debt Service Account for General Obligation Temporary Notes, Series 2025 (within the Bond and Interest Fund) created pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Note which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to the Notes and certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created by or referred to in *Section 501* hereof.

“Improvement Fund” means the Improvement Fund for General Obligation Temporary Notes, Series 2025 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to this Note Resolution and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Note which shall be March 1 and September 1 of each year, commencing September 1, 2025.

“Issue Date” means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Note Payment Date” means any date on which principal of or interest on any Note is payable.

“Note Register” means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Note Resolution” means this resolution relating to the Notes.

“Notes” means the General Obligation Temporary Notes, Series 2025, authorized and issued by the Issuer pursuant to this Note Resolution.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208-4230

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

(c) To the Purchaser:

[]
[]
[]

(d) To the Rating Agency:

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer's Official Statement relating to the Notes.

“Outstanding” means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

- (a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Notes deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g)

repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Notes plus accrued interest to the date of delivery[, plus a premium of \$[_____]], less an underwriting discount of \$[_____]], less an original issue discount of \$[_____]].

"Purchaser" means [Name of Purchaser],[Purchaser City, State], the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Rebate Fund" means the Rebate Fund for General Obligation Temporary Notes, Series 2025 created pursuant to *Section 501* hereof.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for the redemption of such Note pursuant to the terms of this Note Resolution.

"Redemption Price" when used with respect to any Note to be redeemed means the price at which such Note is to be redeemed pursuant to the terms of this Note Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with *Article II* hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“**Standard & Poor’s**” means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

“**Treasurer**” means the duly appointed and/or elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 2025, of the Issuer in the principal amount of \$[Principal Amount], for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

Stated Maturity <u>March 1</u> 2027	Principal <u>Amount</u> \$[Principal Amount]	Annual Rate <u>of Interest</u> []%
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The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Article II* hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. The interest payable on each Note on any Interest Payment Date shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the

Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required (a) to register the transfer or exchange of any Note that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Note during a

period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the Mayor, attested by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual, electronic or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such

security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar

shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Notes is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor or chief financial officer of the Issuer are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the

reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser and the execution of the official bid form are hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2026, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Notes to be Redeemed. Notes shall be redeemed only in an Authorized Denomination. When less than all of the Notes are to be redeemed and paid prior to their Stated Maturity, such Notes shall be redeemed in such manner as the Issuer shall determine. Notes of less than a full Stated Maturity shall be selected by the Note Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Note Registrar may determine.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it were a separate Note of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Note is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Notes for redemption prior to maturity, written notice of such intent shall be provided to the Note Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption

Date. The Note Registrar shall call Notes for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Note Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Notes to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in this Section are met.

Unless waived by any Owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the State Treasurer. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Notes, the Note Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Note (having been mailed notice from the Note Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Note so affected, shall not affect the validity of the redemption of such Note.

Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with such notice, the Redemption Price of such Notes shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there

shall be prepared for the Owner a new Note or Notes of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Notes that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Note Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Notes being redeemed; (2) the date of issue of the Notes as originally issued; (3) the rate of interest borne by each Note being redeemed; (4) the maturity date of each Note being redeemed; and (5) any other descriptive information needed to identify accurately the Notes being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Note Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes and to one or more national information services that disseminate notices of redemption of obligations such as the Notes.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Notes being redeemed shall bear or have enclosed the CUSIP number of the Notes being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest from general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be

kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

- (a) Improvement Fund for General Obligation Temporary Notes, Series 2025;
- (b) Debt Service Account for General Obligation Temporary Notes, Series 2025; and
- (c) Rebate Fund for General Obligation Temporary Notes, Series 2025.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited simultaneously with the delivery of the Notes as follows:

- (a) All accrued interest, if any, received from the sale of the Notes shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) transferring any amounts to the Rebate Fund required by this *Article V*.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) of the Code in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Notes and payment

and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Note Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Notes.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with *Article III*. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned,

transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to *Article VII* hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution or ordinance of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) Extend the maturity of any payment of principal or interest due upon any Note;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal or interest on any Note;
- (c) permit preference or priority of any Note over any other Note; or
- (d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution or ordinance duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution or ordinance, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the

Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or ordinance or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution or ordinance of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of

receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Note Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on January 21, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

(Signature Page to Resolution)

**EXHIBIT A
(FORM OF NOTES)**

**REGISTERED
NUMBER _____**

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF PRAIRIE VILLAGE
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2025**

Interest	Maturity	Dated	CUSIP:
Rate:	Date: March 1, 2027	Date: February 12, 2025	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Prairie Village, in the County of Johnson, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2025 (the “Interest Payment Dates”) until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is

registered on the registration books maintained by the Note Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or, (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated “General Obligation Temporary Notes, Series 2025,” aggregating the principal amount of \$[Principal Amount] (the “Notes”) issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the “Note Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-123, Charter Ordinance No. 28 of the Issuer and Article 12, Section 5 of the Kansas Constitution, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption Prior to Maturity. The Notes are subject to redemption prior to maturity as set forth in the Note Resolution.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial

owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF PRAIRIE VILLAGE, KANSAS

(Facsimile Seal)

By: (manual or facsimile)
Mayor

ATTEST:

By: (manual or facsimile)
City Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

(manual or facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2025, of the City of Prairie Village, Kansas, described in the within-mentioned Note Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By: _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Prairie Village, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of February 12, 2025.

WITNESS my hand and official seal.

(Facsimile Seal)

(facsimile)
City Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

STEVEN JOHNSON, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Seal)

By: _____
Treasurer of the State of Kansas

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

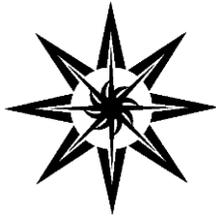
By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)



PUBLIC WORKS DEPARTMENT

Council Agenda: January 21, 2025

COU2025-02

CONSIDER AWARD OF CONTRACT WITH VANCE BROTHERS, INC. FOR THE 2025 CRACK SEAL/MICRO SURFACING PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Vance Brothers, Inc. for Project P5000/P5038, 2025 Crack Seal/Micro Surfacing Program for \$425,000.

BACKGROUND

Three Year Program with Selected Contractor

In May of 2022 the Governing Body approved moving forward with a 3-year construction program with Vance Brothers, Inc. for the Crack Seal and Micro Surfacing Program. This process includes receiving and evaluating a bid received directly from a contractor that has proven to be competitively priced, provided quality of work, and has gone above the specified requirements for customer service. Per our procedures, staff will bring forth this new contract, evaluated each year of the program, for approval by the Governing Body.

Their 2025 bid has been received and evaluated to be in line with construction increases. The overall increase was 7%, primarily due to an increase in aggregate costs from the supplier. Costs for traffic control and mobilization remained the same from 2024.

Based on their customer service to our community and the bid evaluation, staff recommends extending the construction program with Vance for an additional 3 years (2025-2027).

Crack Seal/Micro Surface

This project consists of two maintenance programs throughout the City. Micro Surfacing is a maintenance tool to assist in preserving the existing asphalt pavement, thus extending the pavement's life cycle. During this application the roadway is completely closed to allow for curing of the material. Crack Seal utilizes a joint sealant for cracks/joints which helps to prevent water from entering the base of the pavement. Both activities require equipment specific to the task; however, there are few contractors with the equipment for Micro Surfacing.

Vance Brothers

Vance Brothers has been a competitive bidder and, prior to the current 3-year program, were the low bidder 9 of the 11 years prior (2011, 2012, 2013, 2014, 2015, 2017, 2018, 2019, 2020) and 5 of those years they were the only bidder (2011, 2012, 2013, 2017, 2018). Each year they meet our strict specification requirements and work diligently to exceed our expectations for customer service.

FUNDING SOURCE

Funding is available in the 2025 Operations Projects P5000 and P5038. There is \$425,000.00 budgeted for these projects and the contract will be awarded for that amount. The bid for the work is \$409,340 and locations of work will be adjusted (increased) to utilize the maintenance budget.

ATTACHMENTS

1. Construction Contract with Vance Brothers, Inc.
2. Micro Surfacing Map of Streets

PREPARED BY

Melissa Prenger, City Engineer

January 13, 2025

CONSTRUCTION AGREEMENT



**P5000 P5038 |
2025 CRACK SEAL AND MICRO SURFACING
PROGRAM**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

VANCE BROTHERS

CONSTRUCTION CONTRACT
FOR
P5000 P5038 | 2025 CRACK SEAL AND MICRO SURFACING PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
VANCE BROTHERS, INC.

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 VANCE BROTHERS, INC., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2025 CRACK SEAL AND MICRO SURFACING PROGRAM, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$425,000.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

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

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

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

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

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

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

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

14. CHANGES IN THE WORK

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

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

- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- 15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
 - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
 - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

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

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

- if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

VANCE BROTHERS, INC.
(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

VANCE BROTHERS, INC
(typed company name)

7700 Mission Road

5201 BRIGHTON AVENUE
(typed address)

Prairie Village, Kansas 66208

KANSAS CITY, MO 64130
(typed city, state, zip)

816-923-4325
(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

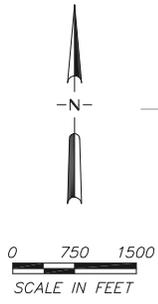
City Attorney, Alex Aggen

(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.)



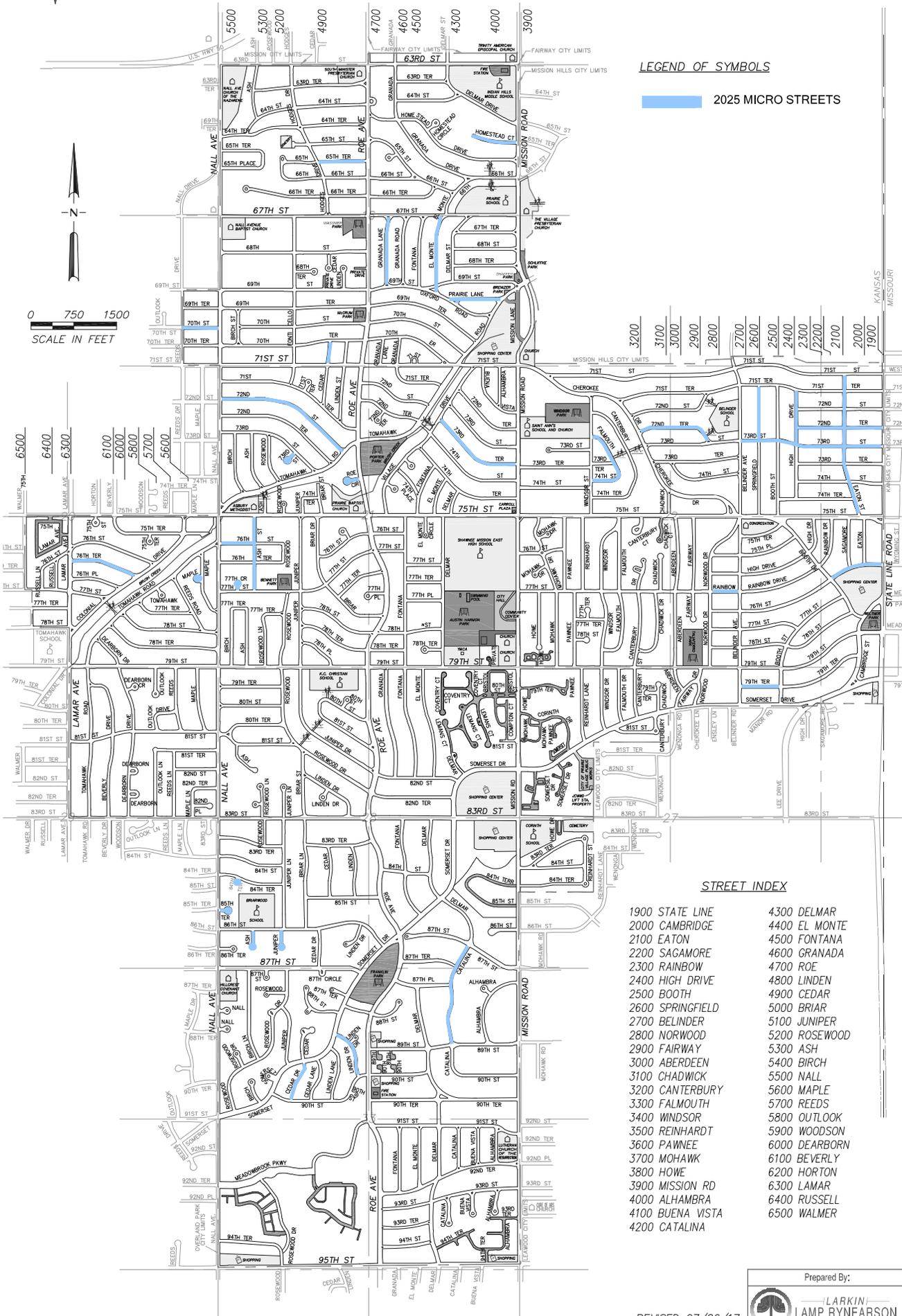
CITY OF PRAIRIE VILLAGE

Star of Kansas



LEGEND OF SYMBOLS

2025 MICRO STREETS



STREET INDEX

- | | |
|------------------|---------------|
| 1900 STATE LINE | 4300 DELMAR |
| 2000 CAMBRIDGE | 4400 EL MONTE |
| 2100 EATON | 4500 FONTANA |
| 2200 SAGAMORE | 4600 GRANADA |
| 2300 RAINBOW | 4700 ROE |
| 2400 HIGH DRIVE | 4800 LINDEN |
| 2500 BOOTH | 4900 CEDAR |
| 2600 SPRINGFIELD | 5000 BRIAR |
| 2700 BELINDER | 5100 JUNIPER |
| 2800 NORWOOD | 5200 ROSEWOOD |
| 2900 FAIRWAY | 5300 ASH |
| 3000 ABERDEEN | 5400 BIRCH |
| 3100 CHADWICK | 5500 NALL |
| 3200 CANTERBURY | 5600 MAPLE |
| 3300 FALMOUTH | 5700 REEDS |
| 3400 WINDSOR | 5800 OUTLOOK |
| 3500 REINHARDT | 5900 WOODSON |
| 3600 PAWNEE | 6000 DEARBORN |
| 3700 MOHAWK | 6100 BEVERLY |
| 3800 HOWE | 6200 HORTON |
| 3900 MISSION RD | 6300 LAMAR |
| 4000 ALHAMBRA | 6400 RUSSELL |
| 4100 BUENA VISTA | 6500 WALMER |
| 4200 CATALINA | |

Prepared By:



LARKINI
LAMP RYNEARSON

REVISED 07/26/17



PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 21, 2025

COU2025-06 CONSIDER MUNICIPAL COMPLEX IMPROVEMENT PLAN FOR 7820 MISSION ROAD

RECOMMENDATION

Move to approve the site plan/layout for Option 2A New City Hall at 7820 Mission Road site as presented and continue Design Development/Construction Documents using Option 2A New Construction of City Hall at 7820 Mission Road with a minimal renovation for PD and Court at 7700 Mission Road.

BACKGROUND

The City of Prairie Village entered a contract to purchase the property at 7820 Mission Road (Mission Road Bible Church) at the August 19, 2024 Council Meeting (COU2024-44). Staff was directed by the Governing Body at the November 18, 2024 Council Committee of the Whole Meeting to move forward in Design Development with Option 2A New Construction of City Hall at 7820 Mission Road site with a minimal renovation for PD and Court at 7700 Mission Road. The Governing Body's direction on the cost ceiling for this project is currently \$30 Million.

MODIFICATIONS TO CITY HALL FLOOR PLAN

The Governing Body asked the design team to review the floor plan to reduce the public restrooms, and combine the Council/Large conference rooms, the Council/Staff restrooms or both. The design team reduced the public restrooms to meet but not exceed code. The design team combined the Council/Staff restrooms to one restroom each (men's and women's) with sufficient fixture count. The Council Conference room was reduced in size to accommodate 16 people at the conference table used for Executive Session. The larger conference room on the staff side was reduced in size and will be constructed in a manner that allows it to be easily removed in the future for open office space.

OPTION 2A - NEW CITY HALL AT 7820 MISSION

The above modifications were made in addition to adjustments required to fit the new site at 7820 Mission Road. Specifically, the building had to be shortened by twenty feet to avoid the sanitary sewer easement. The new layout is shown on the attached drawing, and the site plan has been modified to show the new building configuration.

NEXT STEPS

The Design Team will continue with the Design Development phase of the new City Hall at 7820 Mission along with the renovations for the Police Department and Court at 7700 Mission. Since we have moved the new construction to the new site, we will include another presentation to the Planning Commission for their review.

Exterior materials/roofline are still in design and will be presented at the next earliest opportunity. Sustainability options and costs will be presented at the end of Design Development prior to moving forward with the next phase.

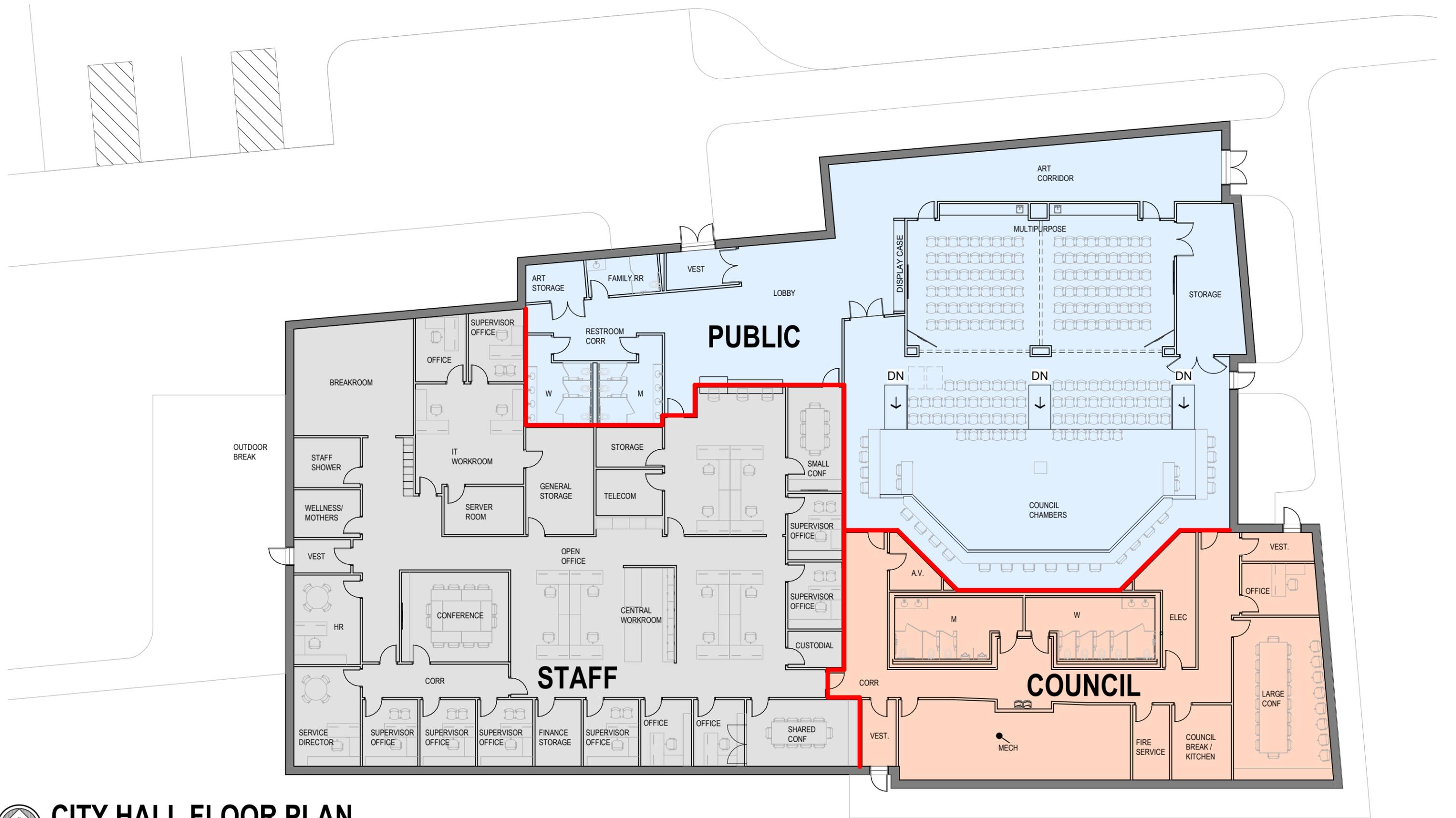
ATTACHMENT

- 1) New City Hall layout for 7820 Mission Road site
- 2) New site plan for 7820 Mission Road

PREPARED BY

Melissa Prenger, City Engineer

January 13, 2025

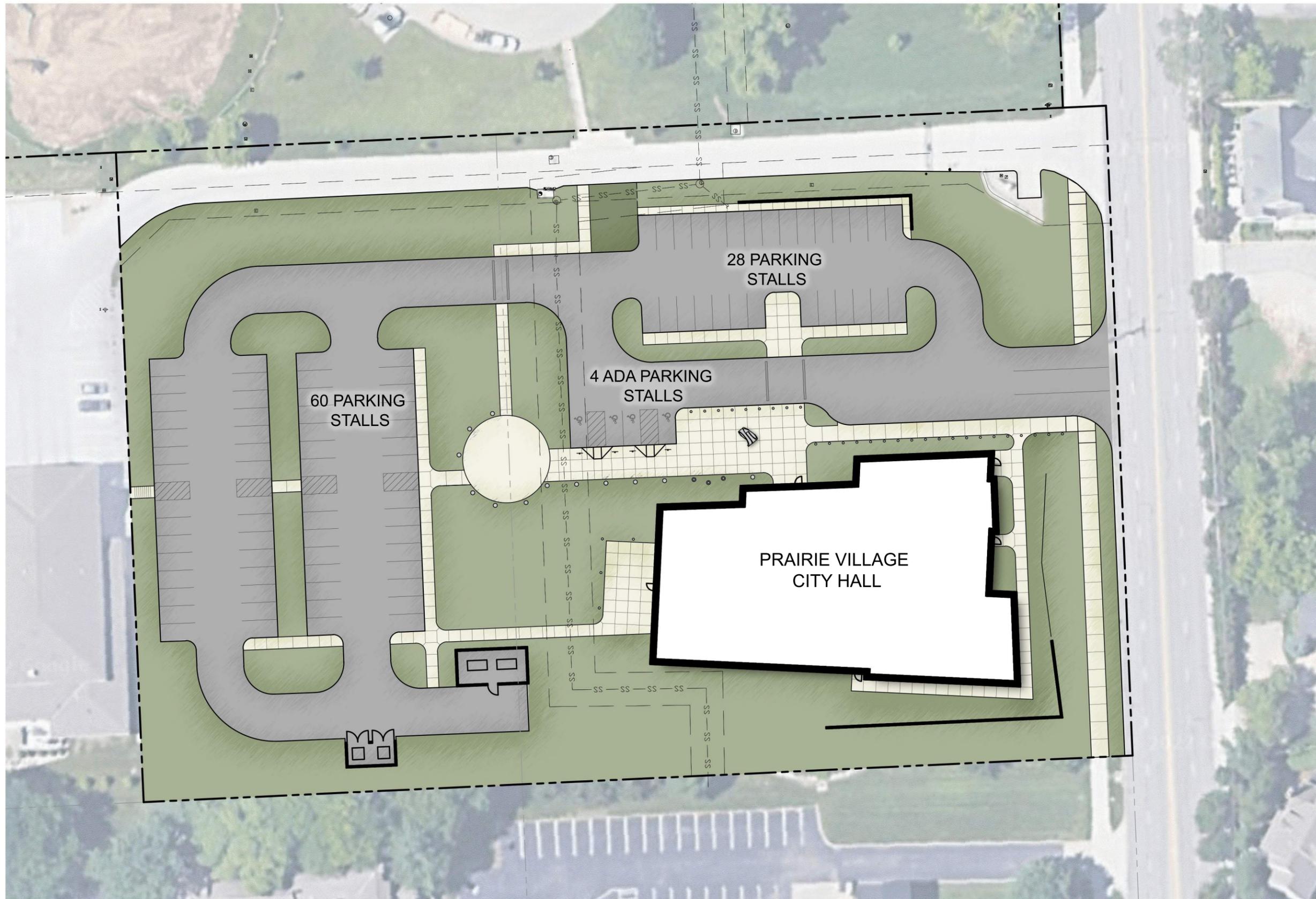


CITY HALL FLOOR PLAN

SCALE: 1/16" = 1'-0"

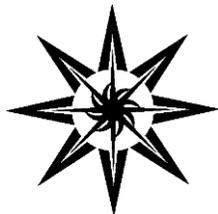


PRAIRIE VILLAGE
THE STAR OF KANSAS



SITE LAYOUT PLAN





MAYOR

City Council Meeting Date: January 21, 2025

COU2025-03

Consider Election of 2025 Council President

RECOMMENDATION

Hold a City Council election to select the next Council President to serve from February 3, 2025, to January, 2026.

MOTION

Move to select a new Council President for the period of February 3, 2025 - January, 2026.

BACKGROUND

Chapter I, Article II of the Prairie Village Municipal Code stipulates that the City Council elects one Councilmember to serve as President of the Council. The Council President presides at all meetings of the 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.

At its October 7, 2024 meeting, the City Council voted to modify Council Policy 29, "President of the Council", by amending certain criteria and clarifying eligibility, nominations, and elections. The updated policy notes the following requirements for the selection of the president:

- 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.

Based on this criteria, Councilmember eligibility is as follows:

- Cole Robinson - eligible
- Terry O'Toole - eligible
- Inga Selders - eligible
- Ron Nelson - ineligible (served as Council President during current term)
- Lori Sharp - eligible
- Chi Nguyen - ineligible (has not served as a member of Council for a full year)
- Dave Robinson - ineligible (cannot serve as president two consecutive years)
- Tyler Agniel - ineligible (represents the same Ward as current Council President)
- Greg Shelton - eligible
- Nick Reddell - eligible
- Ian Graves - eligible
- Terrence Gallagher - eligible

ATTACHMENTS

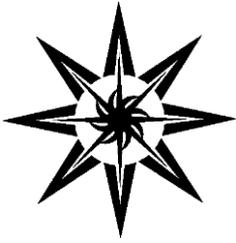
Council Policy 029 - President of the Council

PREPARED BY

Adam Geffert

City Clerk

Date: January 15, 2025



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

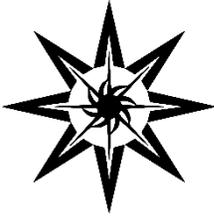
- A. The City Council elects one of its own body as President of the Council to preside over meetings of the City Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in February.

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.



PUBLIC WORKS DEPARTMENT

Committee of the Whole Meeting: January 21, 2025
Council Meeting: February 3, 2025

COU2025-04

CONSIDER APPROVAL OF SERVICE AGREEMENT FOR
PUBLIC WORKS PCI RATING SOFTWARE, ROADAI, BY
VAISALA

RECOMMENDATION

Move to approve the service agreement with RoadAI by Vaisala for \$12,190.00 for Public Works PCI Rating Software.

BACKGROUND FOR PCI RATINGS

The PCI, or pavement condition index, is a number between zero and 100 to represent the condition of the roadway pavement. Prairie Village Public Works uses the PCI to determine if a street is excellent (92-100), good (76-91), fair (66-75) or poor (0-65).

The PCI guides staff where to look in the “toolbox” for street maintenance. Excellent streets may need to be crack sealed, typically 3 years after a new overlay; Good streets may need a UBAS or micro surface to treat the surface layer of the asphalt; Fair streets may be candidates for a surface treatment as well depending on the work previously done over the life of the street; and Poor streets are generally those up for a mill/overlay. Streets that are milled/overlaid then become Excellent streets and the life cycle of the pavement is reset.

Staff uses the PCI as a starting point to determine which streets will be included in the various annual programs: Residential Paving Program, UBAS, Crack Seal and Micro Surfacing, Street Repairs and the Annual Johnson County “County Assistance Road System” Program or CARS submittal for those streets that are eligible.

PCI DATA COLLECTION

Currently, the Public Works Right of Way Inspector measures road defects for density (how many) and severity (how bad) at designated locations on each of our 500+ street segments. The number of designated locations is dependent on the entire length of the street segment. The longer segments have more designated locations. This gives a representative sample of the defects for the entire street segment. Defects measured include such items as potholes, alligating, rutting, block cracks, transverse cracks, raveling and shoving.

These measurements are taken physically in the street for all residential, collector and arterial roadways. The ratings for severity and density are then entered into Lucity and a PCI is generated based on set parameters within the system.

The RoadAI system uses a smart phone to collect the data. Staff will be able to gather data on the entire system in one year instead of staggering collection over three years. Additionally, it provides an added safety feature since staff is not out of the vehicle on the street measuring the defects.

PCI SOFTWARE

PCI collection has moved into the area of artificial intelligence or vice versa. There are a few options for PCI collection utilizing either a dedicated camera or lidar type equipment. City staff set up demonstrations with three companies that use a dedicated camera on a smart phone. While the smart phone itself is not special, it must be a phone that is not used for any other purposes as this software is data intense. The companies were:

- Michelin Roadbotics
- RoadAI by Vaisala
- Vialytics

Below are some of the defects that the camera looks for:

Examples of defects in roadway			
Potholes		Block Cracking	
Alligatoring		Shoving	
Rutting		Transverse Cracking	

Roadbotics and RoadAI have similar end results. At the time of selection, PW was informed that Michelin would not support the program in the future. PW then selected RoadAI.

RoadAI “technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the whole road network multiple times per annum, with lower investment and resource than current processes demand.”



The data is stored as a streaming video, giving users the ability to look at the condition of the entire roadway and not just the designated locations or sample locations. In addition to road conditions, the software looks at pavement markings and traffic signs.

Looking at the condition on the entire roadway can highlight areas that may need a spot repair versus entire roadway treatments like UBAS or micro surfacing.



Public Works would like to move forward with this software to collect data on our road network in 2025 and compare with current PCI ratings in hopes of transitioning to the new system. It is anticipated staff will collect the data this year and use it in the 2026 analysis. The analysis for the 2025 budget cycle will remain the same.

The initial cost for the software is \$12,190 which includes \$2,690 in set up costs/training. Annual costs after that will be approximately \$9,500 for the license and data storage.

ROADAI – (Y1)*	(1=Y,0=N)	\$12,190.00
SET UP COSTS		
Google Pixel 7	1	\$1,370.00
Accessory kit	1	\$240.00
INFOSVCTRAININGCVUS / Information Service Training-Computer Vision US	1	\$1,080.00
RoadAI Service Cost		
Computer Vision Base License	1	\$7,500.00
Data processing and storage - Use Profile (600 hours)	1	\$2,000.00

FUNDING

Funding in 2025 would come from the CIP project, PAVP2025, and any future costs would be budgeted in the IT budget.

ATTACHMENTS

Business Case/Service Agreement for RoadAI by Vaisala

PREPARED BY

Melissa Prenger, City Engineer

January 13, 2025



PUBLIC WORKS DEPARTMENT

Committee of the Whole Meeting: January 21, 2025
Council Meeting: February 3, 2025

COU2025-05

CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF OVERLAND PARK FOR SIGNAL REPLACEMENT OF TRAFFIC SIGNALS SHARED WITH PRAIRIE VILLAGE.

RECOMMENDATION

Move to approve the interlocal agreement with Overland Park for replacement of shared traffic signals at the intersections of 95th Street/Roe and 95th Street/Rosewood.

BACKGROUND

The Cities of Overland Park and Prairie Village share ownership of 14 traffic signals along the border or the city limits. These traffic signals are maintained by the City of Overland Park through an agreement in place executed in 2006.

In May 2024, a traffic signal pole at Roe and 95th Street was knocked over by high winds during a storm. This pole was rusted from the inside out. The City of Overland Park, in its role as maintenance provider, borrowed a pole from Shawnee to put the signal back into operation.

When investigating other signals on this corridor, the City of Overland Park determined that both signals at 95th/Roe and 95th/Rosewood needed to be replaced due to age and condition. This interlocal commits the Cities to participate in design and construction of the new signals at these two locations. Both signal locations are 50/50 ownership by each City and the interlocal reflects that cost share.



FUNDING SOURCE

A new project will be placed in the upcoming 2026 CIP for 95ST0001 95th Street Signals at Roe and Rosewood and funding will be allocated for the Prairie Village estimated participated share cost of \$760,000.

ATTACHMENTS

Interlocal Agreement with Overland Park

PREPARED BY

Melissa Prenger, City Engineer

January 14, 2025

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PUBLIC IMPROVEMENT OF THE TRAFFIC SIGNALS AT THE INTERSECTIONS OF 95th STREET AND ROE AVENUE AND 95th STREET AND ROSEWOOD AVENUE.

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF PRAIRIE VILLAGE, KANSAS (hereinafter "PRAIRIE VILLAGE"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and PRAIRIE VILLAGE may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement to the traffic signals at the intersections of 95th Street and Roe Avenue and 95th Street and Rosewood Street as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorizes the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of PRAIRIE VILLAGE did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 20____; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 20____.

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

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement to the traffic signals located at the intersections of 95th Street and Roe Avenue and 95th Street and Rosewood Street (TS-3116) as heretofore described by performing the following work:
 - Develop an engineering design
 - Prepare the site
 - Removing the existing traffic signals
 - Installing new signals
 - Improving the sidewalk to align with Public Right-Of-Way Accessibility Guidelines (hereinafter "PROWAG")
 - Replacing curbs, ramps, and sidewalks to align with PROWAG
 - Updating pavement markings and signage (hereinafter the "Improvement").
 - Making any necessary median modifications
 - Streetlighting analysis and design at each intersection

2. ESTIMATED COST OF PROJECT.

- A. The estimated cost of construction of the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is ONE MILLION FIVE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$1,520,000.00).
- B. The cost of making the Improvement shall include:
 - (1) Labor and material used in making the Improvement; and
 - (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to design, project administration, construction inspection, material testing, and utility relocations.
- C. The remaining cost of making the said Improvement shall be distributed between the Parties as follows:
 - (1) PRAIRIE VILLAGE shall pay **50%** of the local share of said Improvement (estimated to be \$760,000.00).
 - (2) OVERLAND PARK shall pay **50%** of the local share of said Improvement (estimated to be \$760,000.00).
 - (3) Each Party shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.

3. FINANCING. OVERLAND PARK and PRAIRIE VILLAGE shall each pay their portion of the cost with monies budgeted and appropriated funds.

4. OVERLAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities 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 Improvement shall be constructed and the job administered by OVERLAND PARK acting by and through the OVERLAND PARK Director of Public Works (hereinafter the “PW Director”), who shall be the principal public official designated to administer the Improvement; provided, the PW Director shall, among her several duties and responsibilities, assume and perform the following:

- A. Make all contracts for the Improvement, including soliciting bids by publication in the official newspaper of OVERLAND PARK. In the solicitation of bids, the most favorable bid shall be determined by OVERLAND PARK administering the project and the Governing Body of OVERLAND PARK approving the lowest responsible bidder for the project, except that the Governing Body of PRAIRIE VILLAGE 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 Improvement, then either OVERLAND PARK or PRAIRIE VILLAGE shall have the right to reject the bid. In such case, the project shall

rebid at a later date.

- B. Upon completion of the Improvement, the PW Director shall submit to PRAIRIE VILLAGE a final accounting of all costs incurred in making the Improvement for the purposes of apportioning the same among the parties as provided herein. PRAIRIE VILLAGE shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to OVERLAND PARK as herein agreed.
 - C. Upon completion of the Improvement, the PW Director shall submit to PRAIRIE VILLAGE a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
 - D. PRAIRIE VILLAGE shall be named as additional insured on all applicable certificates of insurance issued by any contractor for this Improvement (the "Contractor(s)").
 - E. OVERLAND PARK shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. OVERLAND PARK shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, OVERLAND PARK will, upon request of PRAIRIE VILLAGE, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and 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 bond.
 - G. OVERLAND PARK shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK 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 acts or omissions of the Contractor and the performance of his or her contract.
 - H. Design of this project is expected to be complete by the end of 2025. Construction of this project is expected to be complete by the end of 2026.
5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of OVERLAND PARK which may arise after completion of the Improvement as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the PW Director, this Agreement shall be deemed terminated and of no further force or effect.
6. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed. Each Party hereto shall receive a duly executed copy 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. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

(The remainder of this page has intentionally been left blank.)

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
CURT SKOOG, MAYOR

ATTEST:

ELIZABETH KELLEY, CITY CLERK

APPROVED AS TO FORM:

SUSAN ALIG
SENIOR ASSISTANT CITY ATTORNEY

CITY OF PRAIRIE VILLAGE, KANSAS

By _____
ERIK MIKKELSON, MAYOR

ATTEST:

ADAM GEFFERT, CITY CLERK

APPROVED AS TO FORM:

ALEX AGGEN, CITY ATTORNEY

MAYOR'S ANNOUNCEMENTS
Tuesday, January 21, 2025

Environmental Committee	01/22/2025	5:30 p.m.
JazzFest Committee	01/28/2025	5:30 p.m.
VillageFest Committee	01/30/2025	5:30 p.m.
City Council	02/03/2025	6:00 p.m.
Planning Commission	02/04/2025	7:00 p.m.
Diversity Committee	02/11/2025	4:00 p.m.
Presidents' Day – city offices closed		

INFORMATIONAL ITEMS
January 21, 2025

1. Arts Council meeting minutes – November 11, 2024
2. Parks and Recreation Committee meeting minutes – November 13, 2024
3. Board of Zoning Appeals meeting minutes – December 3, 2024
4. Diversity Committee meeting minutes – December 10, 2024
5. Fourth quarter crime report
6. Consolidated Fire District #2 fourth quarter report
7. January plan of action

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
MPR, City Hall
November 11th, 2024
5:30 pm

BUSINESS MEETING

Bonnie Limbird called the meeting to order at 5:38 pm. Council members present were:

- | | |
|--|--|
| <input 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 type="checkbox"/> Gina Ciampi | <input checked="" type="checkbox"/> Renee Duvall |
| <input type="checkbox"/> Jessica Gattorna | <input checked="" type="checkbox"/> Ron Nelson, city council chair |
| <input checked="" type="checkbox"/> Joanna Polley | <input checked="" type="checkbox"/> Trudy Williams |
| <input type="checkbox"/> Laurel Thomas | <input type="checkbox"/> __, student member |

The agenda was approved unanimously.

Public Participation: none

The **Consent Agenda** was approved unanimously which included:
a. Approval of the **September 2024** meeting summary..

Ron gave the **City Council Report**.

- City Council voted to stop the community center exploration process.
- There is a small push to also stop the construction of the new City Hall and even the purchase of the adjacent church property. More to come. For now, the Arts Council will continue planning for showing in the current gallery for the foreseeable future.
- City Council also voted to ban all short term rentals less than 30 days.

Nickie gave the **Current Year Financial Update**.

Old Business: City Update on draft Public Art Policy language - No Update at this time.

New Business: Council approved attendees at the ACJC Connections Breakfast, Dec. 4th

Council reviewed dates for 2025 shows to get alcohol permit. Bonnie will revise and get final dates for review and approval before January.

The Business Meeting adjourned at 6:14 pm.

PLANNING MEETING

Past Show/Events

The **State of the Arts** show closed this past weekend. Renee shared that if we keep the same format for next year, we need to re-strategize communication for drop-off and pick-up because it was really challenging this year with artists showing up unexpectedly and wanting to take their pieces right now with no arts council committee member present. Lots of submissions, the juror was great, and the show was very nice. Bob suggested we survey the artists about why it was hard to meet the deadlines to learn more and improve our process. Maybe use a sign-up genius for artists to sign up. And/or add Friday dates too; maybe into the after work hours.

Upcoming Event Updates

Tonight's event (Nov/Dec) - Maddie & Joanna.

Catering is by Hen House again.

Marketing & Communications

Website-Newsletter-Social Media (Renee, Amy, Jessica, Bob) - Social posts have gone out for tonight's event, the 2025 call, and they did more brainstorming.

Branding Media Kit - Gina has a draft one-sheeter to share with the communications and curators. More to come.

Reminder: to use ArtsKCGo, JoCo Post, and others to put our events on for marketing, and consider emailing to the addresses found on the "Share Event Info with..." tab of the "PVAC Event Calendars & Curators" spreadsheet.

Bob is going to write about Aimee Freesia's gun violence piece at Meadowbrook Park

Website - time to make it happen: leave flipcause

Planning Ahead

- Calendar decisions to be finalized via email. Watch and respond as soon as you can so Bonnie can notify artists.

General Updates:Ongoing/Future Meeting/Other

End.

PARKS AND RECREATION COMMITTEE
4:00 p.m., November 13, 2024
City Hall – Council Chambers

Minutes

Attendance—Vice Chairman Tyler Agniel, Matt Geary, David Gleason, Randy Knight, Diane Mares, Caety Meyer, Matthew Moeder, Jay Moorman, Staff: Meghan Buum, James Carney

Public Participation – Mike Sherry and Gabe Sherry had several requests for the basketball court in front of city hall, including screening/fencing to prevent balls from rolling into the roadway, and lighting. They thanked Public Works for the replacement of the nets on the hoops. James Carney reported that Public Works would be reviewing the end of the year budget to see if the fencing could be accomplished this year, and Meghan Buum reported that the lighting is already funded through the approved capital improvement plans.

Reports

1. Chairperson’s Report –Vice Chairman Tyler Agniel opened the meeting and shared the following updates:
 - Budget was approved by council to include the parks CIP.

2. Recreation Report – Meghan Buum reported on the following items:
 - The Community Center Campus study concluded with a final public meeting in October. After the conclusion of the study, the Prairie Village City Council considered public feedback and overall study outcomes. During a City Council meeting October 21, 2024, the Council voted to cease pursuit of the project. As a result of this action, the YMCA and the Library will independently explore next steps for their respective facilities.
 - The City Committee application process will take place in November and December, with review by the Council Chairs/recommendations to the Mayor in January, and appointment in February/March. Half the committee is up for reappointment each year. She reminded committee members that there is an attendance requirement of 75% of the meetings. If you no longer wish to participate on the committee, please let staff and the Council Chairs know.
 - Ms. Buum sought feedback from the committee on the 4 p.m. meeting time.
 - Standard agreements with the county and other cities, the annual fee schedule, and a comprehensive policy review will be presented in January.

3. Public Works Report—James Carney provided the following update:
 - Wassmer Park: In the planning phase to repair brick section near church monument and a curb around the zip-line playground
 - McCrum Park: Repairs made to fence on north and south side of tennis court

- Windsor Park: Electronic timers & gates installed on courts; courts changed back to two pickleball & one tennis
- Taliaferro Park: Nature play area updated; playground construction is completed; new picnic tables due in week of Nov 18
- Harmon Park: Re-graded and installed sod on hillside between upper & lower tennis courts; playground repairs made and open for use except for zipline and one other feature; changing beds on terrace walls on exterior of pool complex
- Franklin Park: Stream closing for the season next week; restroom lights updated; new epoxy floor installed in restrooms; interior painting this winter
- All parks: Playground mulch refresh in-progress; aerating & overseeding in-progress; leaf collection in-progress; drinking fountain winterization in-progress

Ms. Buum provided the following update on behalf of Melissa Prenger:

- Harmon - Some residents have asked for trash cans on the "back side" of the playground and those are being ordered/installed by Maintenance.
- Bennett - The CIP project for this park will be constructed next year. New spring toys and a new inclusive spinner will be installed along with a new (same size) shelter.
- Windsor Park Trail - Design starts in 2025 for construction in 2026, the City has received federal funding for this project through MARC.
- Windsor Park - Shelter pad to be replaced this fall due to heaving of the existing pad
- Signs - files have been sent to City Administrative staff for formatting to include new rules / reservation information.

Consent Agenda

1. Meeting Minutes – May 8, 2024 – Jay Moorman moved to approve the minutes, Randy Knight seconded the motion and it passed unanimously.

New Business

1. 2024 Recreation Report—Meghan Buum reviewed the 2024 Summer Recreation Report, highlighting the following items:
 - It was another great summer, with very few weather-related closures, and our bather load was the highest on record.
 - After seeing a dip in memberships in 2023 following a price increase, we had a nice bounce back in 2024 with our most memberships sold ever.
 - The SuperPass program changed in 2024 with the removal of two cities from the program, we did see a drop in visits and revenue from that program. Feedback from residents was primarily related to the loss of Leawood, who voluntarily chose not to participate in the program.
 - Our swim and dive programs continue to grow, and the inaugural year of the internal swim lessons program was very successful.
 - Skateboarding 101 continues to reach maximums, however, the Junior Tennis League continues to struggle.

Ms. Buum provided a 2025 look ahead:

- Staffing levels struggled in August, and we will be reviewing the bonus structure to incentivize guards to keep more hours.
- Staff is working now to get the pool management team set for 2025
- Daniel Jackson, our pool manager who oversees lifeguard certifications, attended the American Red Cross's lifeguard instructor training academy in October. This was the final piece of training needed to bring our certification program entirely in-house.
- Dan Mapes, our skateboarding 101 instructor, would like to hold a summer skateboarding event with helmet giveaways, food trucks, and demonstrations. More information to come on that at a future meeting.
- A meeting is scheduled with JCPRD to discuss the growth of youth tennis lessons at Harmon Park for 2025.

2. Foundation budget consideration - \$40,664 account balance – Tabled

Information Items

Meeting Schedule

- January 8, 2025

Adjournment—4:40 p.m.

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, DECEMBER 3, 2024**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, December 3, 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, and Melissa Temple.

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

APPROVAL OF MINUTES

Mr. Wolf moved for the approval of the minutes of the November 12, 2024, Board of Zoning Appeals meeting as presented. Mr. Breneman seconded the motion, which passed 6-0.

PUBLIC HEARINGS

BZA2024-08 Variance to side setback
 7309 Windsor Street
 Zoning: R-1B
 Applicant: Mark and Denise Dickerson

Mr. Brewster stated that the applicant was requesting a variance for a side setback from 6' to 5' for the rehabilitation and expansion of an existing home, specifically the extension of an existing one-car garage to a two-car garage. The variance is part of an overall rehabilitation that will add space to the rear and on the second level, but 1' of the garage extension and space above the garage is the only portion that does not comply with the zoning ordinance and neighborhood design standards.

The property is zoned R-1B and located mid-block on Windsor Street between 73rd Terrace on the south and Falmouth Street on the north. This results in an irregularly shaped block. This house and the house immediately to the north are the only lots that front on Windsor Street. The house to the south is a reverse corner lot that fronts on 73rd Terrace resulting in the side yard of the subject house abutting the rear yard of the adjacent house. Additionally, houses across Windsor Street orient to the side streets

resulting in side yards along Windsor Street. All properties in the vicinity are zoned R-1B and used for residential uses. R-1B zones require the following side setbacks:

- 6' minimum each side
- 20% of the lot width minimum between both sides
- At least 12' between adjacent buildings

Mr. Brewster said that the applicant was requesting a variance from the side setback to allow the construction of an addition to the existing house 5' from the south side lot line. The addition would be approximately 22' in length, allow the expansion of an existing one-car garage to a two-car garage, and have a 1.5 story profile for space above the garage. All other portions of the addition to the rear comply with the setbacks and are stepped back from this part of expansion.

This area of the lot abuts the rear yard of the house to the south, and with the variance would still be over 40' from the adjacent house. The setback on the north side is just over 11' so the lot would maintain the required 20% cumulative side setback.

A. 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.

The property is on an irregular block and is one of only two houses in the vicinity facing Windsor Street. All other houses have a side orientation to Windsor Street and the specific location of the variance request is a side yard to rear yard relationship due to the reverse corner lot to the north.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.

The variance is relatively small in depth and extent; it requests a 1' encroachment and an approximately 22' length and 1.5 story profile, which is a small part of the overall addition.

C. 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.

The project is a rehabilitation of an existing home, retaining the majority of the current footprint, including the placement and elevation of the existing garage. Under this plan the only way to expand a one-car garage to a two-car garage would be to the west as proposed. The plan results in a garage width of just under 20' wide, which is sufficient and

typical of a smaller two-car garage. The project also retains a lot of the one-story and 1.5-story elements of the existing home on the front and side elevations.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

The proposed addition retains many of the design and scale elements of the existing house, and presents a home expansion and greater utility of a two-car garage within the scale and character of the surrounding neighborhood.

E. 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.

The side setback standards are intended to manage relationships to adjacent lots and buildings. In this case, the relationship to the adjacent building is distant due to the rear yard and reverse corner lot. Additionally, the requested variance is minimal considering the nature of the project and the amount and extent of the encroachment.

Mr. Brewster said that if the board finds that all five conditions can be met as required by state statutes and Section 19.54.030 of the City's zoning regulations, then it may grant the variance. If the board does approve 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. That there is a 5' easement on the south side of this lot, and the variance does not authorize any encroachment into the basement. The applicant shall verify that there is no interference with the easement or any facilities in the easement through construction.
3. The variance, if approved, shall be recorded with the county register of deeds within one year of approval.

Property owners Mark and Denise Dickerson were present with architect Chris Woods, WGN Architects, 4051 Broadway, Suite #1, Kansas City, Mo. Mr. Woods noted the easement was used for a sewer line, but that the expansion of the garage would not be close enough to the easement to cause any issues.

Mr. Birkel opened the public hearing at 6:45 p.m. With no one else present to speak, Mr. Birkel closed the public hearing at 6:46 p.m.

Mr. Wolf made a motion to approve the variance with the conditions recommended by staff. Ms. Temple seconded the motion, which passed 6-0.

OTHER BUSINESS

None.

ADJOURNMENT

Chair Jonathan Birkel adjourned the meeting of the Board of Zoning Appeals at 6:47 p.m.

Adam Geffert
City Clerk/Board Secretary

Prairie Village Diversity Committee Agenda

December 10, 2024

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- **Call to Order** – Chi
- **Attendance** – Chi, David, Dennis, Lilian, Rachael, Tim, Joel Porter (for Capt. Washington)
- **Approval of Agenda** – David with motion, all approved
- **Land Acknowledgment** – Chi provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** – Chi
- **Approval of Meeting Minutes** (11/12/24) – Lilian with motion, all approved
- **Presentations** – None
- **Public Participation**
- **Committee Discussion Topics(s)**
 - Panel for presentation at next council meeting: Share background on the panel/how we got here, and content/panel contents so counsel can review (David to present, 10 min max)
 - Chi to approve agenda cover by 12/11
 - Parks & Rec good with it, will just do final placement
 - Majority council vote needed to pass
 - ADA compliance might come up; basic
 - Cost approval: up to \$2,500 for fabricating and shipping
 - David with motion, all approved
- **Project/Event Updates**
 - **Jan MLK Service Day**– Chi
 - 1/20, 10:00-12:00
 - Partnering with Restart to give care bag donations to
 - Collecting bags (plastic shopping bags) – committee help
 - Supply drive Jan 3-Jan 20, drop off at City Hall
 - Cost approval: \$500, Rachael with motion, all approved
 - Will be in Village Voice
 - Social media posts will be pushed to committee for help with posting
 - Rachael to give Ashley the schedule for posts
- **New Business**
 - New committee member discussion
 - Three applications (2 spots open, as of now)
 - Need to reach out to any additional connections
 - Chi working on Etienne, Lilian and David each might have a contact
 - ACTIONS: Tim will send info graphics to group, Rachael can make any adjustments and once finished these can be used to help in any recruiting outreach
 - ACTION: Dennis to confirm plans with George for 2025 MLK & Juneteenth events and if Diversity Committee plans need to change as a result
 - Revisit committee changes based on update from Dennis in Jan
 - Revisiting monthly meeting time in Jan – considering a change to 4:30-5:45 to make attendance easier
- **Looking Ahead 2024**
 - January
 - Committee Meeting – Jan 14
 - MLK Celebration – Jan 20
 - February
 - African American History Month

Prairie Village Diversity Committee Agenda

December 10, 2024

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- Committee Meeting – Feb 11
- **Adjournment** – Chi with motion, all approved

PRAIRIE VILLAGE / MISSION HILLS ANNUAL (Q1-Q4) CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
Calls For Service							
Calls By Officers	7,856	8,492	9,457	10,234	10,182	9,244.2	937.8
Calls By CSOs	1,179	1,050	1,079	1,125	969	1080.4	-111.4
Calls For Service Total	9,035	9,542	10,536	11,359	11,151	10,324.6	826.4
Offenses							
Burglary Residence	16	35	27	29	12	23.8	-11.8
Aggravated Burglary	9	30	16	12	15	16.4	-1.4
Burglary Business / Church / Other	4	2	9	1	4	4.0	0.0
Arson	0	0	1	0	1	0.4	0.6
Assault / Battery	78	91	89	84	93	87.0	6.0
Criminal Damage	98	110	129	137	94	113.6	-19.6
Forgery	9	9	9	13	20	12.0	8.0
Fraud	83	77	105	81	72	83.6	-11.6
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	5	4	3	2	3.2	-1.2
Robbery	4	3	3	2	0	2.4	-2.4
Sex Offenses	7	9	13	7	6	8.4	-2.4
Trespassing	13	10	0	3	8	6.8	1.2
Weapons Violations	8	4	4	15	12	8.6	3.4
Offenses Total	332	386	409	387	339	370.6	-31.6
Thefts							
All Other Theft	58	45	60	56	43	52.4	-9.4
Auto Theft	52	71	84	57	74	67.6	6.4
Shoplifting	23	20	24	26	21	22.8	-1.8
Theft from Building	41	34	30	48	40	38.6	1.4
Theft from Motor Vehicle	85	120	147	80	111	108.6	2.4
Theft of Motor Vehicle Parts	11	22	20	19	2	14.8	-12.8
Thefts Total	270	312	365	286	291	304.8	-13.8
Arrests							
Alcohol Related	49	27	16	13	18	24.6	-6.6
Drug Arrests	99	78	69	84	74	80.8	-6.8
DUI	135	127	104	123	96	117.0	-21.0
Arrests Total	283	232	189	220	188	111.2	76.8
Crashes							
No Injury	165	204	206	226	177	195.6	-18.6
Injury	52	71	63	70	66	64.4	1.6
Hit and Run Accidents	32	36	41	40	30	35.8	-5.8
Private Property	6	3	2	0	4	3.0	1.0
Fatal	1	0	0	0	0	0.2	-0.2
Crashes Total	256	314	312	336	277	299.0	-22.0

	2020	2021	2022	2023	2024	Average	2024+/-
Crime Prevention							-
Open Door (Garage / Car)	669	664	471	420	423	529.4	-106.4
Residence Checks	137	129	132	104	64	113.2	-49.2
House Checks	413	722	750	1,101	926	782.4	143.6
Crime Prevention Total	1,219	1,515	1,353	1,625	1,413	1,425.0	-12.0
Miscellaneous							-
Failure to Yield	0	103	91	161	151	101.2	49.8
Medical Calls	508	598	941	1,400	1,666	1022.6	643.4
Mental Health Total	328	291	268	321	294	300.4	-6.4
Traffic Stops	8,502	9,741	7,329	10,102	8,201	8775.0	-574.0
Miscellaneous Total	9,338	10,733	8,629	11,984	10,312	10,199.2	112.8

PRAIRIE VILLAGE / MISSION HILLS ANNUAL (Q1-Q4) CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
Calls For Service							
Calls By Officers	7,856	8,492	9,457	10,234	10,182	9,244.2	937.8
Calls By CSOs	1,179	1,050	1,079	1,125	969	1080.4	-111.4
Calls For Service Total	9,035	9,542	10,536	11,359	11,151	10,324.6	826.4
Offenses							
Burglary Residence	16	35	27	29	12	23.8	-11.8
Aggravated Burglary	9	30	16	12	15	16.4	-1.4
Burglary Business / Church / Other	4	2	9	1	4	4.0	0.0
Arson	0	0	1	0	1	0.4	0.6
Assault / Battery	78	91	89	84	93	87.0	6.0
Criminal Damage	98	110	129	137	94	113.6	-19.6
Forgery	9	9	9	13	20	12.0	8.0
Fraud	83	77	105	81	72	83.6	-11.6
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	5	4	3	2	3.2	-1.2
Robbery	4	3	3	2	0	2.4	-2.4
Sex Offenses	7	9	13	7	6	8.4	-2.4
Trespassing	13	10	0	3	8	6.8	1.2
Weapons Violations	8	4	4	15	12	8.6	3.4
Offenses Total	332	386	409	387	339	370.6	-31.6
Thefts							
All Other Theft	58	45	60	56	43	52.4	-9.4
Auto Theft	52	71	84	57	74	67.6	6.4
Shoplifting	23	20	24	26	21	22.8	-1.8
Theft from Building	41	34	30	48	40	38.6	1.4
Theft from Motor Vehicle	85	120	147	80	111	108.6	2.4
Theft of Motor Vehicle Parts	11	22	20	19	2	14.8	-12.8
Thefts Total	270	312	365	286	291	304.8	-13.8
Arrests							
Alcohol Related	49	27	16	13	18	24.6	-6.6
Drug Arrests	99	78	69	84	74	80.8	-6.8
DUI	135	127	104	123	96	117.0	-21.0
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Crashes							
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Injury	52	71	63	70	66	64.4	1.6
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Private Property	6	3	2	0	4	3.0	1.0
Fatal	1	0	0	0	0	0.2	-0.2
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Aggravated Burglary	9	30	16	12	15	16.4	-1.4
Burglary Business / Church / Other	4	2	9	1	4	4.0	0.0
Arson	0	0	1	0	1	0.4	0.6
Assault / Battery	78	91	89	84	93	87.0	6.0
Criminal Damage	98	110	129	137	94	113.6	-19.6
Forgery	9	9	9	13	20	12.0	8.0
Fraud	83	77	105	81	72	83.6	-11.6
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	5	4	3	2	3.2	-1.2
Robbery	4	3	3	2	0	2.4	-2.4
Sex Offenses	7	9	13	7	6	8.4	-2.4
Trespassing	13	10	0	3	8	6.8	1.2
Weapons Violations	8	4	4	15	12	8.6	3.4
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Private Property	6	3	2	0	4	3.0	1.0
Fatal	1	0	0	0	0	0.2	-0.2
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PRAIRIE VILLAGE ANNUAL (Q1-Q4) CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
Calls For Service							
Calls By Officers	6,581	7,068	7,803	8,503	8,437	7,678.4	758.6
Calls By CSOs	1,101	980	974	1,027	870	990.4	-120.4
Calls For Service Total	7,682	8,048	8,777	9,530	9,307	8,668.8	638.2
Offenses							
Burglary Residence	14	22	18	20	11	17.0	-6.0
Aggravated Burglary	7	18	10	8	9	10.4	-1.4
Burglary Business / Church / Other	4	2	9	1	4	4.0	0.0
Arson	0	0	1	0	1	0.4	0.6
Assault / Battery	66	85	82	79	85	79.4	5.6
Criminal Damage	84	85	108	107	82	93.2	-11.2
Forgery	9	8	9	12	19	11.4	7.6
Fraud	72	65	78	73	64	70.4	-6.4
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	5	4	3	2	3.2	-1.2
Robbery	4	3	3	2	0	2.4	-2.4
Sex Offenses	7	9	12	7	5	8.0	-3.0
Trespassing	12	10	0	3	7	6.4	0.6
Weapons Violations	8	4	4	12	8	7.2	0.8
Offenses Total	290	317	338	327	297	313.8	-16.8
Thefts							
All Other Theft	53	39	51	52	32	45.4	-13.4
Auto Theft	42	56	63	50	53	52.8	0.2
Shoplifting	23	20	24	25	21	22.6	-1.6
Theft from Building	34	31	24	43	34	33.2	0.8
Theft from Motor Vehicle	64	93	105	56	87	81.0	6.0
Theft of Motor Vehicle Parts	10	18	17	17	2	12.8	-10.8
Thefts Total	226	257	284	243	229	247.8	-18.8
Arrests							
Alcohol Related	42	24	16	11	11	20.8	-9.8
Drug Arrests	85	61	61	75	58	68.0	-10.0
DUI	113	113	91	106	69	98.4	-29.4
Arrests Total	240	198	168	192	138	93.6	44.4
Crashes							
No Injury	146	183	182	204	157	174.4	-17.4
Injury	46	63	59	66	58	58.4	-0.4
Hit and Run Accidents	26	33	31	35	25	30.0	-5.0
Private Property	6	3	1	0	4	2.8	1.2
Fatal	0	0	0	0	0	0.0	0.0
Crashes Total	224	282	273	305	244	265.6	-21.6

	2020	2021	2022	2023	2024	Average	2024+/-
Crime Prevention							-
Open Door (Garage / Car)	507	512	354	291	293	391.4	-98.4
Residence Checks	84	83	74	77	50	73.6	-23.6
House Checks	180	258	427	619	490	394.8	95.2
Crime Prevention Total	771	853	855	987	833	859.8	-26.8
Miscellaneous							-
Failure to Yield	0	82	79	131	119	82.2	36.8
Medical Calls	473	551	860	1,321	1,575	956.0	619.0
Mental Health Total	300	271	238	281	271	272.2	-1.2
Traffic Stops	6,509	7,438	5,231	7,071	5,815	6412.8	-597.8
Miscellaneous Total	7,282	8,342	6,408	8,804	7,780	7,723.2	56.8

PRAIRIE VILLAGE ANNUAL (Q1-Q4) CRIME REPORT - 2024

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Calls For Service							
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Calls By CSOs	1,101	980	974	1,027	870	990.4	-120.4
Calls For Service Total	7,682	8,048	8,777	9,530	9,307	8,668.8	638.2
Offenses							
Burglary Residence	14	22	18	20	11	17.0	-6.0
Aggravated Burglary	7	18	10	8	9	10.4	-1.4
Burglary Business / Church / Other	4	2	9	1	4	4.0	0.0
Arson	0	0	1	0	1	0.4	0.6
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Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	5	4	3	2	3.2	-1.2
Robbery	4	3	3	2	0	2.4	-2.4
Sex Offenses	7	9	12	7	5	8.0	-3.0
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Fatal	0	0	0	0	0	0.0	0.0
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Miscellaneous							-
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Offenses							
Burglary Residence	14	22	18	20	11	17.0	-6.0
Aggravated Burglary	7	18	10	8	9	10.4	-1.4
Burglary Business / Church / Other	4	2	9	1	4	4.0	0.0
Arson	0	0	1	0	1	0.4	0.6
Assault / Battery	66	85	82	79	85	79.4	5.6
Criminal Damage	84	85	108	107	82	93.2	-11.2
Forgery	9	8	9	12	19	11.4	7.6
Fraud	72	65	78	73	64	70.4	-6.4
Homicide	1	1	0	0	0	0.4	-0.4
Rape	2	5	4	3	2	3.2	-1.2
Robbery	4	3	3	2	0	2.4	-2.4
Sex Offenses	7	9	12	7	5	8.0	-3.0
Trespassing	12	10	0	3	7	6.4	0.6
Weapons Violations	8	4	4	12	8	7.2	0.8
Offenses Total	290	317	338	327	297	313.8	-16.8
Thefts							
All Other Theft	53	39	51	52	32	45.4	-13.4
Auto Theft	42	56	63	50	53	52.8	0.2
Shoplifting	23	20	24	25	21	22.6	-1.6
Theft from Building	34	31	24	43	34	33.2	0.8
Theft from Motor Vehicle	64	93	105	56	87	81.0	6.0
Theft of Motor Vehicle Parts	10	18	17	17	2	12.8	-10.8
Thefts Total	226	257	284	243	229	247.8	-18.8
Arrests							
Alcohol Related	42	24	16	11	11	20.8	-9.8
Drug Arrests	85	61	61	75	58	68.0	-10.0
DUI	113	113	91	106	69	98.4	-29.4
Arrests Total	240	198	168	192	138	93.6	44.4
Crashes							
No Injury	146	183	182	204	157	174.4	-17.4
Injury	46	63	59	66	58	58.4	-0.4
Hit and Run Accidents	26	33	31	35	25	30.0	-5.0
Private Property	6	3	1	0	4	2.8	1.2
Fatal	0	0	0	0	0	0.0	0.0
Crashes Total	224	282	273	305	244	265.6	-21.6

	2020	2021	2022	2023	2024	Average	2024+/-
Crime Prevention							-
Open Door (Garage / Car)	507	512	354	291	293	391.4	-98.4
Residence Checks	84	83	74	77	50	73.6	-23.6
House Checks	180	258	427	619	490	394.8	95.2
Crime Prevention Total	771	853	855	987	833	859.8	-26.8
Miscellaneous							-
Failure to Yield	0	82	79	131	119	82.2	36.8
Medical Calls	473	551	860	1,321	1,575	956.0	619.0
Mental Health Total	300	271	238	281	271	272.2	-1.2
Traffic Stops	6,509	7,438	5,231	7,071	5,815	6412.8	-597.8
Miscellaneous Total	7,282	8,342	6,408	8,804	7,780	7,723.2	56.8



PROUDLY SERVING

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



Johnson County Consolidated Fire District No. 2

Fire Chief Chick

3921 W 63rd Street, Prairie Village, KS 66208

913-432-1105 ContactUS@cfid2.org

PRAIRIE VILLAGE FIRE ACTIVITY REPORT Q4 - ALL CALLS 2024

2024 TOTAL CALLS
2829

2023 TOTAL CALLS
2847

2024 FIRE Calls
23

2023 FIRE Calls
28

2024 EMS Calls
1741

2023 EMS Calls
1728

2024 HAZMAT Calls
122

2023 HAZMAT Calls
88

2024 SPECIAL OPS Calls
297

2023 SPECIAL OPS Calls
279

2024 ALL OTHER Calls
646

2023 ALL OTHER Calls
724

Response Times Breakdown

	2024	2023
Turnout (alarm to out the door)		
Emergent Fire	1:11	1:05
Emergent EMS	0:59	1:01
All Calls (Emergent & Non-Emergent)	1:02	0:59
Travel (time to arrival on the scene)		
Emergent Fire	3:41	3:20
Emergent EMS	3:54	3:58
All Calls (Emergent & Non-Emergent)	4:22	4:07

THE CITY OF PRAIRIE VILLAGE
STAR OF KANSAS

DATE: January 14, 2025

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JANUARY PLAN OF ACTION

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

- JCPRD Programming - Meghan (01/25)
- NLC Conference Planning - Angela/Meghan (01/25)
- Local Government Day in Topeka - Nickie (01/25)
- Annual Health Risk Assessments - Cindy (01/25)
- Superpass Agreement - Meghan (01/25)
- Council Service Longevity - Adam (01/25)
- Updating 2025 Deductions and Compensation - Cindy/Tim/Jason (01/25)
- Finalizing W-2's and Year-end Payroll - Cindy/Tim (01/25)
- Pension Board Trustees Meeting - Cindy/Tim (01/25)
- 2025 Property Tax Rebate Program - Adam (01/25)
- Forfeiture Trust Fund Report/Presentation - Chief (01/25)
- Lifeguard and Pool Operational Staff Hiring - Meghan/Suzanne (01/25)
- 4th Quarter Financial Report - Jason (01/25)
- 4th Quarter Crime Stats - Chief (01/25)
- JOCO County Commissioners Report - Commissioner Fast (01/25)
- Council Work Session - Meghan (01/25)
- 2025 Exterior/Sustainability Grant Applications - Nickie (01/25)
- Election of Council President - Adam (01/25)
- Municipal Complex Building Options - Melissa/Tim (01/25)
- Year-end Financial Close and Preparation for Audit - Jason (1/25)

In Progress

- 2025 NE Chamber State of the Cities Presentation - Staff (12/24)
- 7820 Mission Road Bible Church Purchase - Jason (12/24)
- Council Committee Preference Requests - Adam (12/24)
- Tomahawk Road Traffic Study - Keith/Byron (11/24)
- Annual Volunteer Applications for Committees - Staff (11/24)

- Annual Meetings with external Elected Officials - Nickie (11/24)
- 2024 Annual Report - Ashley (11/24)
- Newsletter printing and mailing RFP - Ashley (11/24)
- Comprehensive Park Policy Review and Update - Meghan (10/24)
- Community Garden Kick Off - Ashley (10/24)
- Insurance Committee - Jason (10/24)
 - Mid-Year Review of Property & Casualty
- Council Work Session Topics - Meghan (08/24)
- 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

- Holiday Event Planning - Meghan/JD (09/24)
 - Holiday Tree Lighting
 - Volunteer Appreciation Party
 - Gingerbread House Fundraiser
 - Staff luncheon
- Foundation Fundraising Video/Social Media Campaign - Ashley (10/24)
- 2024 Exterior and Sustainability Grant Review/Presentation - Nickie (11/24)
- 2024 Property Tax Rebate Review/Presentation - Adam (11/24)
- 2024 Employee Evaluations - Dept. Supervisors (11/24)
- Update Fee Schedule - Adam (11/24)
- 2025 Legislative Platform - Nickie (11/24)
- Year-End Budget Expenditure Review - Jason/Dept. Heads (11/24)
- City Hall/Court/PD Building Project Timeline - Melissa/Keith (12/24)
- 2024 Employee Appreciation Recognition - Meghan (12/24)
- Village Voice Articles for Jan/Feb Edition - Ashley/Staff (12/24)
- Annual Contract Renewals - Staff (12/24)
- 2025 Employee Status Sheet Updates - Cindy (12/24)
- 2025 Arts Council Beverage License Renewal - Nickie (12/24)
- 2025 Commercial Beverage License Renewal - Adam (12/24)
- 2025 Budget Book - Jason (12/24)

Ongoing

- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)

- 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]