The public may attend the meeting in person or view it online at https://www.facebook.com/CityofPrairieVillage.

COUNCIL MEETING AGENDA CITY OF PRAIRIE VILLAGE Tuesday, September 6, 2022 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

Fetal Alcohol Spectrum Disorders Awareness proclamation

Police Department award ceremony

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council, please email cityclerk@pvkansas.com prior to 3 p.m. on September 6. 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. Approval of regular City Council meeting minutes August 1, 2022
- 2. Consider approval of debris management agreement with AshBritt
- 3. Consider change order #1 for inclusion of WaterOne improvements in the 2022 residential street program
- 4. Consider approval of 2023 Mission Hills contract and 2023 Mission Hills budget
- IX. COMMITTEE REPORTS
- X. MAYOR'S REPORT
- XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2022-61 Public hearing to receive comments regarding the City exceeding the revenue neutral rate

Consider Resolution 2022-14 approving a tax rate of mill levy rate in excess of the revenue neutral rate for the 2023 budget year Nickie Lee / Jason Hannaman

COU2022-62 Public hearing for the 2023 budget Consider 2023 budget adoption Nickie Lee / Jason Hannaman

COU2022-63 Consider storm drainage repair program construction contract with Infrastructure Solutions, LLC
Keith Bredehoeft / Melissa Prenger

COU2022-64 Consider professional services agreement with Clark & Enersen for the City Hall remodel through schematic design phase Keith Bredehoeft / Melissa Prenger

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

COU2022-65 Consider approval of Resolution 2022-15 declaring it to be the intent of the Governing Body to vacate the right-of-way adjacent to 4401 Somerset Drive

Keith Bredehoeft

Discuss MIRD0007 - Mission Road at 68th Street flood control project and budget Cliff Speegle

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

CITY OF PRAIRIE VILLAGE Proclamation

Fetal Alcohol Spectrum Disorders Awareness Day September 9, 2022

Whereas, human service organizations, health care professionals, educators, and the public are called to action to work together to reduce the occurrence of fetal alcohol spectrum disorders (FASDs). This can be done by increasing awareness and improving public health efforts in the delivery of the preventive health message that women who are pregnant or considering getting pregnant should abstain from drinking alcohol. In addition to this message, we must increase awareness on how FASDs may present in individuals across the lifespan and the ongoing need for services and support for individuals living with FASDs; and

Whereas, fetal alcohol spectrum disorder (FASD) is an umbrella term describing the range of effects that can occur in an individual who was exposed to alcohol before birth; with fetal alcohol syndrome (FAS) being the most recognizable condition along the spectrum; and

Whereas, prenatal alcohol exposure is the leading preventable cause of birth defects and intellectual and developmental disabilities; and

Whereas, the exact number of people who have FASDs is unknown, but it is estimated that up to 1 in 20 U.S. school children may have an FASD, a rate comparable to Autism, and about 40,000 babies are born with effects of prenatal alcohol exposure annually; and

Whereas, the lifetime cost for one individual with FAS (does not include other FASDs) is estimated to be \$2 million, with a combined cost to the United States for FAS alone over \$4 billion annually; and

Whereas, among pregnant women, 1 in 9 report any alcohol use and about 1 in 26 report binge drinking in the past 30 days; and

Whereas, many women may not know they are pregnant for the first 4-6 weeks, contributing to late entry into prenatal care and presenting a barrier to optimal pregnancy management, particularly during the crucial early weeks; and

Whereas, the good health and well-being of the people of Kansas are enhanced by the support of a national effort to educate about and prevent FASDs; and

Whereas, the Kansas FASD Support Network will join with the National Organization on Fetal Alcohol Syndrome: FASD United, as well as many dedicated volunteers, health care professionals, educators, and parent groups by participating in this promotion.

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby declare September 9, 2022, as Fetal Alcohol Spectrum Disorders Awareness Day, and the month of September as FASD Awareness Month, and pledge to continue to partner with organizations, health care professionals, educators, and the public to raise awareness about our unified message: **Pregnancy and alcohol don't mix.**

Mayor Eric Mikkelson
 Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE Proclamation

Lilian McCune's 100th Birthday

Whereas, Lilian McCune was born on September 8, 1922, in Calhoun, Missouri; and

Whereas, Lilian graduated from Central Missouri State College with a Bachelor of Science degree in Business Education; and

Whereas, Lilian married William McCune in 1947, and remained married for 70 years until his death in 2017; and

Whereas, Lilian and Bill moved to 8128 Juniper Drive in Prairie Village in December 1963, and Lilian continues to reside in the same home today; and

Whereas, Lilian and Bill raised their son Tom, who attended Shawnee Mission East, received architecture and engineering degrees from the University of Kansas, and an MBA from Vanderbilt University, and currently serves as the Vice-Mayor of Belmont, California; and

Whereas, Lilian spent the majority of her career educating elementary school students in the Kansas City Kansas School District;

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby designate September 8, 2022, as Lilian McCune Day in Prairie Village, and commend her for reaching this important milestone.

 Mayor Eric Mikkelson
Wayor Life Wirkerson
Adam Geffert, City Clerk



CITY COUNCIL CITY OF PRAIRIE VILLAGE AUGUST 1, 2022

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 1, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the Deputy City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Dave Robinson, Piper Reimer (via Zoom), Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Buum, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Ashley Freburg, Deputy City Clerk; Melissa Prenger, Senior Project Manager (via Zoom).

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for August 1, 2022. Mrs. McFadden seconded the motion, which passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or Scouts were present.

PRESENTATIONS

There were no presentations.

PUBLIC PARTICIPATION

Tom McCune, 2456 Hallmark Drive, Belmont, California, spoke before the Governing Body and requested the City recognize his mother's 100th birthday in September. Mrs. Lillian McCune, who has lived at 8128 Juniper Drive for nearly 60 years, will celebrate her centennial birthday on September 8, 2022.

Eileen Marshall, 7734 Chadwick, stated she watched the July 18 City Council meeting and was disappointed that members of the public did not engage constructively as part of the



civic process. Ms. Marshall said she supports the recommendations made by the ad hoc Housing Committee.

CONSENT AGENDA

Mayor Mikkelson noted there was one item on the consent agenda and asked for a motion to approve:

1. Approval of regular City Council meeting minutes - July 18, 2022

Mr. Nelson made a motion to approve the consent agenda as presented. Ms. Selders seconded the motion, which passed 9-0. Mr. Gallagher abstained.

COMMITTEE REPORTS

No committee reports were shared.

MAYOR'S REPORT

- Mayor Mikkelson attended a retirement party for Westwood Hills Mayor Paula Schwach.
- Mayor Mikkelson stated he will be attending several upcoming events including:
 - National Night Out with the Prairie Village Police Department August
 2 at Corinth Quarter from 5 p.m. to 7 p.m. The event is kid-friendly,
 with activities, giveaways, and K-9 Blitz will be there.
 - Back to School with a Firefighter funded by the Prairie Village Foundation will be held August 5.
 - Ukrainian Art Auction, in partnership with Meadowbrook Park and the Prairie Village Arts Council will be held at 5:30 p.m. August 5.
 - KU Kickoff Party at Corinth Square August 12
- Mayor Mikkelson also reminded everyone to vote August 2. He stated the county is reporting a record number of advanced voters.

STAFF REPORTS

- Mr. Jordan stated that the August plan of action was in the Council packet and stood for questions. There were no questions.
- Ms. Prenger announced that the new Public Works Facility officially earned LEED Platinum Certification. She explained the LEED scoring system and stated that the project earned 83 points. The project earned all of the points it attempted.
- Mr. Dave Robinson asked for an update on a second civic-center survey to be conducted citywide. Mr. Jordan explained that the survey is currently on hold.



 Ms. Selders asked Mr. Bredehoeft and Public Works to investigate a malfunctioning light at Porter Park near the restroom.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-55

Consider approval of a contract with Superior Bowen for the 2022 UBAS program

Ms. Prenger explained that UBAS is a very thin lift of bonded asphalt that is used on arterials and collector streets. This year, Public Works is trying it on a few longer residential streets in lieu of micro surfacing as micro surfacing requires road closure. The street is repaired with small repairs before it is milled. On June 22, the City received two bids. Superior Bowen was the low bidder.

Mrs. McFadden made a motion to authorize the Mayor to sign the construction contract with Superior Bowen Asphalt Company for the 2022 UBAS program in the amount of \$395,000. The motion was seconded by Mr. Gallagher and passed 10-0.

COU2022-56 Consider approval of a contract with Superior Bowen for the 2022 CARS program

Ms. Prenger stated that the CARS program this year is on Nall Avenue from 79th Street to 83rd Street with new sidewalk construction on the east side from 79th Street to 81st Street and sidewalk replacement on the west side. On June 29, there were two bids. Superior Bowen was the low bidder. This project is part of the 2022 CIP.

Mrs. McFadden made a motion to authorize the Mayor to sign the construction contract with Superior Bowen Asphalt Company for the 2022 CARS program in the amount of \$1,042,200.97. The motion was seconded by Mr. Gallagher and passed 10-0.

COU2022-57 Consider approval of inspection contract with Trekk Design Group

Ms. Prenger stated that the City generally compliments its own construction inspection forces with consultant inspectors. For the past several years, the consultant has been from Trekk. She stated the contract will include construction administration services for the 2022 construction projects, which include the 2022 CARS Program, the 2022 Paving Program and 2022 Drainage Program. The total construction cost for the projects will be about



\$4,700,000. The fee was negotiated with Trekk to be \$133,203.91 or 2.8% of construction costs (equivalent to last year).

Mrs. McFadden made a motion to approve the construction administration agreement with Trekk Design Group for 2022 construction projects for \$133,203.91. The motion was seconded by Mr. Gallagher and passed 10-0.

COU2022-58 Consider approval of an agreement for reconstruction of pedestrian bridges

Ms. Prenger stated that the quote received for pedestrian bridge repairs is for bridges at Tomahawk and Ash and also at Roe and 75th Street. All pedestrian bridges are inspected every two years along with roadway bridges. Minor repairs were scheduled, but when the wood decking was removed, there was significant section loss on the stringers that hold up the wood decking. The stringers are not structural, but they do support the deck.

Costs for the repairs are as follows:

- Tomahawk and Ash \$45,429.13
- Roe, north of 75th \$53,451.21

Replacement of these bridges are estimated to be well over \$150,000 per bridge.

Mr. Herring asked for an estimate on how long the lifetime of the bridges would be extended with these repairs. Ms. Prenger said the bridge inspectors estimated 10 years.

Mrs. McFadden asked how many pedestrian bridges are in Prairie Village. Ms. Prenger indicated there are approximately 11.

Ms. Selders made a motion to authorize the Director of Public Works to sign the quote for the repair of pedestrian bridges at Tomahawk/Ash and Roe/75th. The motion was seconded by Mr. Nelson and passed 10-0.

COU2022-59 Consider approval of an agreement with BBN Architects for parks branding

Ms. Prenger stated that the 2023-2027 Parks CIP was presented to the Governing Body in April. Rules and regulations signs would all be updated along with all of the other parks signs. Ms. Prenger said keeping a universal signage theme throughout City parks is an idea that resonated with the Parks and Recreation Committee. As part of the process for the universal signage, BBN Architects will present to the Parks and Recreation Committee concept boards which will guide the design towards two final concepts. These concepts will be brought before the Governing Body with a recommendation from the Parks and



Recreation Committee. Included in this process will be guidelines for future park projects that will promote a universal theme while also allowing flexibility for each park to be unique.

Ms. Reimer asked how the City will ensure uniformity in signage moving forward. Ms. Prenger indicated the universal themes, or brand standards, will be available to all project managers and directors moving forward.

Ms. Wolf made a motion to approve the design agreement with BBN Architects, Inc. for the design of universal signing and park branding (BG04 0002) in the amount of \$16,919. The motion was seconded by Mr. Herring and passed 10-0.

Mr. Nelson made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Graves and passed 10-0.

COUNCIL COMMITTEE OF THE WHOLE

COU2022-60 Consider approval of a debris management agreement with AshBritt

Assistant City Administrator Tim Schwartzkopf presented an agreement with AshBritt, a debris management company that works nationwide. As part of emergency management planning, the City has been working to ensure it is prepared for disasters that exceed the capabilities of Public Works and local contractors.

Mrs. McFadden asked for a clearer definition of the type of event AshBritt would clear debris from. Mr. Schwartzkopf stated that if there were a tornado or other large-scale disaster, AshBritt would be responsible for clearing roadways and helping the City become operational. Mr. Schwartzkopf stated most expenses would be FEMA-reimbursed, and the agreement ensures AshBritt will provide necessary resources in the event of a disaster.

Mr. Schwartzkopf also addressed additional logistics questions from the Council.

Mrs. McFadden made a motion to move the debris management agreement with AshBritt to the next Council Meeting. Mr. Graves seconded the motion. The motion passed 10-0.

Bird Scooter Discussion

Mr. Bredehoeft stated that the Memorandum of Understanding with Bird Rides expires at the end of August. Bird Rides has indicated a desire to extend the memorandum of understanding. Mr. Bredehoeft introduced Kylee Floodman with Bird Rides.



Ms. Floodman shared Prairie Village ridership data from the past year. She stated there have generally been 35 Bird scooters on the ground in Prairie Village. Riders have traveled more than 2,000 miles, taking 1,300 rides in the past year.

Mr. Dave Robinson asked where Bird Scooters are supposed to park. Ms. Floodman stated that Bird scooters are dock-less. They do not have home bases.

Mr. Dave Robinson stated that he was not certain ridership numbers were high enough to justify extension past the pilot program.

Mr. Gallagher noted that the average ride is 1.8 miles. Mr. Gallagher asked what Bird Rides would like to see changed in the contract moving forward. He stated that most scooters he sees in Prairie Village are parked on the sidewalk and that the majority of riders he sees are those under the age of 18. Ms. Floodman indicated that Bird Rides is not requesting any changes to the contract at this time.

Ms. Selders reported several complaints she had received from residents in Ward 2, including sidewalk accessibility issues.

Ms. Reimer clarified that there is no financial cost to the City for Bird's presence. She also clarified that the contract can be terminated at any point with 30-day notice.

Mr. Graves noted there is not much usership in Ward 6. Mr. Graves asked how residents can file complaints, noting that perhaps we don't see many complaints because residents don't know how to register their complaint.

Mr. Herring said he was impressed with Bird's presentation. He stated he was a dissenter last time this came before the Council. He stated he had not seen a lot of ridership, but those he has seen have all been under the age of 18 and not a single rider was wearing a helmet. Mr. Herring said he is concerned about safety issues. Mr. Herring stated he did not feel Bird Scooters had enough of an environmental impact to make a difference.

Mrs. McFadden moved to authorize the Mayor to sign the extension to the Memorandum of Understanding with Bird Rides. Mr. Graves seconded the motion. The motion failed with a vote of 3-7. The following votes were cast: "aye": Graves, McFadden, and Reimer; "nay": Herring, Gallagher, Nelson, C. Robinson, D. Robinson, Selders, and Wolf.

Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Wolf and passed 10-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.



ADJOURNMENT

Mr. Nelson made a motion to adjourn. Mr. Graves seconded the motion, which passed with a vote of 10-0. Mayor Mikkelson declared the meeting adjourned at 7:24 p.m.

Ashley Freburg Deputy City Clerk

ADMINISTRATION



City Council Date: September 6, 2022

CONSENT AGENDA

Consider approval of debris management agreement with AshBritt

RECOMMENDATION:

Staff recommends the approval of the debris management agreement with AshBritt.

BACKGROUND

As part of the City's Emergency Management planning, staff has been working with Johnson County Emergency Management on disaster planning and response. In the event of a disaster that exceeds the capabilities of Public Works and our local contractors, the City would need the assistance of an outside organization to assist with debris management.

After an RFP process, Johnson County chose AshBritt as the company to provide these services for the County. As part of local emergency management planning, it is best practice and the County is encouraging municipalities to have their own agreements for debris management. This additional agreement allows Prairie Village to adopt the use of the County's agreement and provide for local services through AshBritt, giving the community a more coordinated level of response. The agreement with Prairie Village would automatically renew contingent on the renewal at the County level.

AshBritt is a national leader in emergency management and disaster response. They have provided services for major disaster incidents such as Hurricane Katrina, Hurricane Sandy, and other severe storm related events in the U.S.

The City Attorney has reviewed the agreement as to form.

This agreement was moved forward by the Council Committee of the Whole on August 1, 2022.

ATTACHMENTS - AshBritt agreement with Prairie Village AshBritt contract with Johnson County AshBritt pricing sheet

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator

Date: August 2, 2022

DEBRIS REMOVAL AGREEMENT

THIS DEBRIS REMOVAL AGREEMENT ("Agreement") is made on the date of execution by and between the **City of Prairie Village, Kansas** (the "City"), and **AshBritt, Inc.** ("Contractor") with a principal place of business at 565 E. Hillsboro Blvd. Deerfield, FL 33441. The City and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, and that certain contract number #2019-020 — Debris Removal by and between Contractor and Johnson County, Kansas (the "County"), together with any amendments issued (collectively, "Contract Documents" or "Contract"), the terms of which are incorporated herein by this reference. This Agreement is established to adopt the use of the County's agreement by the Contractor to the City on the same terms and conditions as the Contractor's Contract with the County, and substituting the phrases "City of Prairie Village, Kansas", for the phrases "County of Johnson, Kansas" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail. The Contract Documents set forth the entire contract between the City and the Contractor.

2. **CONTRACT TERM**

The Agreement shall commence upon execution of this Agreement by the City and Contractor and shall continue until April 1, 2023, subject to any modifications as provided for in the Contract. This Agreement may be extended for additional terms, contingent upon renewal of the Contract Documents by the County.

3. **SCOPE OF WORK**

The services will include: Removal, transport, process and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible solid wastes) from public property and public rights-of-way, and to setup and operate Temporary Debris Management (TDM) sites in the City of Prairie Village Kansas or other sites located in another approved jurisdiction immediately after any natural and/or man-made disaster. The setup and operation of TDM sites are authorized in order to facilitate processing for the purpose of volume reduction, transfer and disposal. Temporary homeowner drop-off sites may be established. Services will also include removal of all debris from those sites daily.

4. **CONTRACT AMOUNT**

The City will pay the Contractor in accordance with the terms of the Contract pricing as described in the Contract Documents (see Pricing Schedule).

5. **NON-APPROPRIATION**

All funds for payments by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City Council. In the event of non-appropriation of funds by the City Council for goods and services provided under the Contract or substitutes for such goods or services which are more advanced or more advanced in technology, the City will terminate the Contract, without termination charge or other liability to the City, on the last day of the then

current fiscal year or when the appropriation made for the then current year for the services covered by the Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of the Contract, cancellation will be accepted by the Contractor on sixty (60) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the Contract beyond the date of termination specified in the City's written notice.

6. **ORDERING TERMS**

These terms and conditions are incorporated by reference in any purchase order made by City under the Contract Documents. These terms and conditions apply to purchases between the City of Prairie Village and the Contractor, unless otherwise modified in writing on the face of the purchase order.

- a. Services delivered must be strictly in accordance with the Contract and shall not deviate in any way.
- b. Purchase Order number shall be shown by Contractor/vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
- c. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material, whichever is the later. All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.

7. **METHOD OF ORDERING**

The City may use two different methods of placing orders, either purchase order and City procurement cards. A purchase order will become part of the resulting Contract and indicates that sufficient funds have been obligated as required by the Kansas law. Performance is not to begin until receipt of the purchase order or other notification to proceed.

8. **INVOICES**

City of Prairie Village – Finance 7700 Mission Rd. Prairie Village, Kansas 66208

9. **NO SUBSTITUTIONS**

No substitution, change or deviation shall be made without written authority from the City by Purchase Order Change. The Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the State of Kansas.

10. **FAIR EMPLOYMENT**

Vendors and contractors providing goods to the City under the Contract Documents herewith assure the City that they are conforming to the provision of the Civil Rights Act of 1964 as amended.

11. IMMIGRATION REFORM AND CONTROL ACT

The Contractor does not, and shall not during the performance of the Contract in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. LICENSE REQUIREMENT

Contractor, and any subcontractors engaged under the Contract, shall be authorized to transact business in the State of Kansas.

13. DRUG FREE WORKPLACE

During the performance of the Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor or subcontractor in accordance with the Contract, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

14. **NON DISCRIMINATION CLAUSE**

The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state, or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate, or suspend this Agreement in whole or in part.

15. **TERMINATION FOR CAUSE**

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the terms and conditions, the City shall have the right to terminate the Contract. The Contractor shall be entitled to receive equitable compensation for any satisfactory work completed under the Contract.

16. TERMINATION FOR CONVENIENCE

This Agreement may be terminated in whole or in part by the City in accordance with this clause whenever the City determines that such a termination is in the best interest of the City. An equitable adjustment in the contract price shall be made for completed service, but no amount for anticipated profit or unperformed services.

17. **DISPUTES**

Disputes shall be resolved in accordance with the laws of the State of Kansas.

18. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the City, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "City" for purposes of this section) from and against any and all claims made by third parties or by the City for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Work called for by the Contract Documents.

19. **CHOICE OF LAW**

The Contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the State of Kansas. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the State of Kansas that would cause the application of any laws other than those of the State of Kansas shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Johnson County, Kansas, or in the United States District Court.

20. **LEGAL ACTION**

The Contractor shall not institute any legal action until all statutory requirements have been met.

21. **INSURANCE**

Contractors performing work on City owned or leased facilities or property shall, during the entire term of the Contract, maintain at a minimum, the insurance coverages listed below. The Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Kansas by the Kansas State Corporation Commission.

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail

to notify the City of increases in the number of employees that change their workers' compensation requirements under Kansas law during the course of the Contract shall be in noncompliance with the Contract.

- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Prairie Village shall be added as an additional insured to the policy by an endorsement.
- 4. Automobile Liability \$1,000,000 combined single limit.

ACCEPTANCE:

CITY OF PRAIRIE VILLAGE, KANSAS	ASHBRITT, INC.
By (Sign):	By (Sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

PRICING SCHEDULE

HURRICANE / DISASTER DEBRIS REMOVAL, TRANSPORTATION, PROCESSING, AND DISPOSAL

See attached Johnson County contract

Emergency Debris Removal and Reduction Services Pre-Event Contract for Disaster Recovery Services

THIS PRE-EVENT CONTRACT FOR DISASTER RECOVERY SERVICES ("Contract") is entered into and effective as of this 5th day of November , 2020 ("Effective Date"), by and between **AshBritt, Inc.**, a Florida corporation, whose address is 565 E. Hillsboro Boulevard, Deerfield Beach, Florida 33441 (hereinafter referred to as "Contractor") and **Board of County Commissioners** (hereinafter referred to as "BOCC") of Johnson County, **Kansas**, a a quasi-municipal corporation of the State of Kansas, whose address is Johnson County Administration Building, 111 South Cherry Street, Suite 3300, Olathe, Kansas 66061-3486 (hereinafter referred to as "County").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal and disposal of storm and other disaster related debris within the corporate limits of the **County** and to provide disaster recovery technical assistance to the appointed and elected officials of the **County** resulting from a future natural or manmade disaster; and

WHEREAS, the **County** has in the past suffered the full force and effect of major storms or manmade disasters and the resulting destruction brought upon the **County** by such storms or manmade events; and

WHEREAS, the public health and safety of all the **County's** citizens will be at serious risk in the event of a storm or other disaster; and

WHEREAS, the immediate clean-up and economic recovery of the **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime disaster response contractors may be severely limited in the event of a storm or other disaster; and

WHEREAS, to prepare for any such storm or disaster, the **County** issued its Request for Proposal for Emergency Debris Removal and Reduction Services, RFP No. 2019-020, dated October 7, 2019, as subsequently amended by Addendum No. 1 (collectively, the "RFP"), a true and correct copy of which is attached hereto as Exhibit "A;" and

WHEREAS, Contractor has the experience, equipment, manpower, resources, permits and licenses to perform all storm or disaster related debris removal, remediation and disposal services; and recovery services; and

WHEREAS, **Contractor** submitted its proposal in response to the RFP, a true and correct copy of which is attached hereto as Exhibit "B," and its Form 6 – Pricing Matrix, a true and correct copy of which is attached hereto as Exhibit "C."

WHEREAS, the **County** evaluated all proposals received in response to the RFP and the BOCC authorized an award of this contract to the Contractor for emergency debris removal and reduction services;

WHEREAS, the **County** and the **Contractor** have agreed to the scope of services, pricing schedule, terms, conditions and technical specifications as fully set out in this Contract, including the Exhibits attached hereto which are incorporated herein by reference; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the mutual covenants and agreements hereinafter set forth, **Contractor** and **County** agree as follows:

1.0 SERVICES

1.1 Scope of Contracted Services:

The recitals above are true and correct and are incorporated herein by reference. The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster related debris* (hereinafter referred to as "Debris"), including hazardous and industrial waste materials, and within the time specified in Section 3.3 of this Contract. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

- 1) That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
- 2) That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
- 3) That which is considered essential to ensure the economic recovery of the affected areas of the **County** to the benefit of the **County** at large.

Without limiting the foregoing, the work under this Contract shall consist of removing and reducing (vegetative only) any and all "eligible" debris as defined by the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide (FP 104-009-2), all applicable State and Federal Disaster Specific Guidelines and policies, and as directed by the County. Work will include 1) loading the debris; 2) hauling the debris to designated Temporary Debris Management Sites (TDMS), landfills, or other sites in the County designated by the County; 3) removal of hazardous stumps, limbs, and trees as directed by the County; 4) reducing vegetative debris through grinding. debris not defined as eligible by FEMA FP 104-009-2, all applicable State and Federal Disaster Specific Guidelines and policies will not be loaded, hauled, or dumped unless the County gives written instructions to the Contractor. The County will view the debris removal (loading, hauling, dumping) and debris reducing operations as separate operations and reserves the right to call up and dismiss each operation independently. All Contractor requests should be routed through Johnson County Emergency Management or the Johnson

County Emergency Operations Center when activated. The **Contractor** will report to the site manager directly or an assigned liaison.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed after the delivery to the **Contractor** of an Approved Work Authorization and a Notice-to-Proceed by the **County**. The **Contractor** shall load and haul the debris collected from within the legal boundaries of the **County** to a site(s) specified by the **County** as set out in Section 4.8 of this Contract.

The **County** will issue task orders based on requests from the municipalities identified as authorized agencies and for the unincorporated areas of the **County**. The task orders will apply only within the jurisdictional boundary of the initiated authorized agency or unincorporated areas of the **County**. "TDMS" sites and landfills within neighboring jurisdictions shall not be presumed to be available for the contractor's use unless so specified within the task order.

At the making of this Contract, the **Contractor** acknowlwdges and agrees that the RFP identified and named those public bodies who participated under this RFP and for which this Contract is made available to for use. It is the **County's** responsibility to notify public bodies of the availability of this Contract. Such public bodies desiring to use this Contract shall make their own legal determination as to whether the use of this Contract is consistent with their laws, regulations, and other policies. Such public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions, and will enter into a separate contract with the **Contractor** for such emergency debris removal and reduction services.

Description of Designated Area: The designated area for debris removal is the unincorporated areas of Johnson County and includes all public Right-Of-Ways (ROW), easements, parks, and TDMS. All debris identified by the County shall be removed. The **County** will provide the contractor with designated work areas each morning during a briefing and the contractor will not move from one designated work area to another without approval from the **County**. **The Contractor** shall not enter onto private property during the performance of this contract unless authorized by the **County** in writing. The **Contractor** shall deliver all debris to designated disposal sites as designated by the **County**. Debris shall be reasonably compacted into the hauling vehicle.

Exclusions: No limbs or other debris shall be allowed to protrude more than six inches beyond the sides of the truck bed. Any debris extending above the bed will be properly secured. Any oversized loads as defined by Johnson County Public Works must be approved by the loading site manager. Hand loaded vehicles are prohibited unless pre authorized in writing by the **County.** All hand loaded vehicles will receive

an automatic 50% deduction for lack of compaction in accordance with **FEMA Publication 327.** The **Contractor** shall conduct debris operations so as not to interfere with the disaster operations of any city, county, regional, state, and federal agency and/or organization.

Equipment: All vehicles and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. All trucks must be able to be filled to capacity safely. Side boards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. Any oversized loads as defined by Johnson County Public Works must be approved by the loading site manager.

The **County** will assign the proper location in the TDMS Temporary Debris Storage and Reduction Site (TDSRS) for the **Contractor** to set up tub grinding operations. The contractor will set up and mark off a safety perimeter around the tub grinder. The **County** will provide a physical barrier if deemed necessary. When not in use, the tub grinder will be turned off and left with in accordance with manufacture instructions.

All chemicals used during debris operations must be state and federally certified. The use and disposal of all chemicals shall be in compliance with instructions provided by Johnson County Public Works as well as all applicable Federal and State regulations.

Documentation and Measurement: Prior to the beginning of any work, the County shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles will have their capacity certified prior to the Contractor commencing debris operations. The County will provide the standardized load ticket. Load tickets will be completed by an authorized County employee, or other representative designated by the County, at each load site. Detailed load ticket process information will be provided to the contractor by Johnson County Public Works prior to the beginning of contractor operations. Trucks with less than full capacities will be adjusted down based on visual inspection at TDMS by the tower monitor in accordance with FEMA Publication 327. An authorized County employee, or other representative designated by the County, will validate, enter the estimated debris quantity, and sign the ticket. A validated copy will be returned to the vehicle operator for the Contractor's records.

Tub grinder reduction volumes will be determined by the combined totals of vegetative debris compiled from contractor and **County** load tickets.

The **County** will utilize a number of other methods of documentation including, but not limited to: Loading Site Monitor Logs, Daily Issue Logs, Tower Monitor Logs, Collection Summary Spreadsheets, and Timesheets. All **Contractor** work must be inline with the most current version of the **County's** Debris Management Plan. http://www.jocoem.org/filesidocs/DebrisMgmtPlan.pdf

1.2 Emergency Push / Road Clearance:

The **Contractor** shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the **County** or the Government's applicable representatives (the "Monitoring Team"). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the **County's** Notice-to-Proceed, unless extended by the **County in accordance with FEMA FP 104-009-2.** Once this Debris push task is accomplished, the following additional tasks will begin as requested by the **County**.

1.3 Right-of-Way (ROW) Removal and Reduction:

Debris, vegetative or otherwise, existing in the ROW is defined as resulting from a natural or manmade disaster in the designated area. The **Contractor** may be called upon to haul vegetative debris (including hazardous trees, hazardous limbs, and hazardous tree stumps), construction and demolition debris, hazardous waste, household hazardous waste, white goods, electronic waste, soil and mud, vehicles, putrescent materials, infectious waste, household waste, as well as other eligible debris streams as defined in **FEMA FP 104-009-2.**

Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the contractor at the point where it enters the ROW, and the part that extends onto the ROW shall be removed. Entry onto private property for the removal of vegetative or other hazards will only be permitted when directed by the **County** in writing. The **County** will provide specific Right-of-Entry legal and operational procedures when necessary. The **Contractor** is responsible for all damage, injury, or loss to any property.

All hazardous/eligible stumps/tress/limbs identified by the **County** will be pulled and hauled off in accordance with **FEMA FP 104-009-2** and other applicable guidance. Units will be viewed uniformly to prevent work on one piece of debris on multiple occasions (ex: removing a leaning portion and the cutting the stump to the ground cannot be two separate unit costs).

Grinding shall be the **County's** preferred method of vegetative debris reduction. The contractor shall be responsible for moving debris from adjacent vegetative debris pile and the grinding of all eligible vegetative debris via tub grinder or similar grinding method.

The **Contractor** shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the **County**. The Debris shall be delivered to a **County** designated **TDMS** or TDSRS for processing. The **Contractor** shall use reasonable care to prevent damage to **County** or private property not already damaged by the disaster event in the process of ROW Debris removal. The **Contractor** shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal (if implemented):

The **Contractor** will remove ROE Debris from private property with due diligence, as directed by the **County** or the Monitoring Team. The **Contractor** agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The **Contractor** will exercise reasonable care when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made by the **County** to mark these utilities. **Contractor** does not warrant that utility damages will not occur as a result of conducting the services provided under this Contract and shall be liable only for those damages caused by its negligence, omission, or intentional wrongdoing.

1.5 Demolition of Structures (*if implemented***):**

The **Contractor** will demolish any unsafe structures designated for removal only at the direction of the **County** or the Monitoring Team. The **Contractor** agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the **County** as set out in Section 1.1 of this Contact

1.6 Private Property Waivers:

The **County** will secure all necessary permissions, waivers and right-of-entry agreements from property owners for the removal of Debris and/or demolition of structures from private residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of TDMS/TDSRS:

The **Contractor** shall operate and manage all TDMS or TDSRS as the **County** may require and authorize. In doing so, the **Contractor** will perform all of the following actions and services:

- A. Prepare a layout plan for each TDMS or TDSRS;
- B. Provide the **County** with a pre-use condition report of the TDMS or TDSRS, to include soil test, photos and other evidence of prior use and conditions;
- C. Provide site security, traffic control, fire safety, tower construction and any environmental safe guard requirements in compliance with applicable law;
- D. Process all Debris as directed by the **County**, to include grinding, incineration, and/or compaction with as much separation as may be practical;
- E. Separate white goods for specialized disposal as directed by the County; and
- F. Restore any TDMS or TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis.

1.8 Disaster Recovery Technical Assistance:

The **Contractor** will provide, upon request of the **County**, Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include reasonable support guidance on all aspects of the recovery process. Emphasis will be on Debris management and disaster grants. The **Contractor** will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior **Contractor** team member

with the goal of assisting the **County** to receive the maximum reimbursement available from external sources.

1.9 Other Disaster Services:

The **County** may require, request and direct the **Contractor** to supply and/or perform other/additional services not set out in Section 1.0 of this Contract, provided reasonably related to the disaster recovery and remediation. The scope of these additional tasks, and the compensation to be paid therefore, including reasonable **Contractor** profit, as agreed by the parties, shall be conveyed in writing to the **Contractor** and any such writing shall become an amendment to this Contract upon approval and execution by the parties.

1.9.1 Additional Support Services:

The **Contractor** can/will provide *Additional Support Services* as requested by the **County**. The **Contractor** maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to: emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bio-terrorism remediation. In the event the **County** requests the **Contractor** to provide *Additional Support Services*, the **Contractor** will deliver in writing a price or cost for each service requested for consideration and negotiation with the **County**.

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Contract impractical. **Contractor** will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to **Contractor**. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Contract.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The **Contractor** agrees to perform the contracted services described in Section 1.0 in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Services, equipment and workmanship not conforming to this Contract and all applicable laws may be rejected. Replacement, repair and/or rework, as may be required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:

The **Contractor** shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0. Such costs include applicable permits and license fees as well as all maintenance costs required to maintain its vehicles and other operating equipment in a condition adequate to accomplish the contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The **Contractor** may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the **Contractor** is responsible for the acts and omissions of its employees. The **Contractor** shall ensure that all its subcontracts have and carry the same major provisions as this Contract and that the work of its subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The **Contractor** shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the County from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) arising out of any negligent or intentional act or omission of the **Contractor**, its agents, subcontractors or employees in the performance of this Contract and the contracted services required hereunder. Contractor shall not be liable to indemnify the County from any claim arising out of the County's breach of this Contract or negligent or intentional act or omission. If any claim or demand is made against the County for any matter indemnified herein, County shall give notice thereof to the Contractor within seven (7) days, and Contractor shall assume the defense of such claim through counsel reasonably acceptable to the County. As separate consideration for this indemnification, defense and hold harmless obligation provided by Contractor hereunder, the parties acknowledge and agree that the first one hundred dollars (\$100.00) of the Contract sum to be paid to Contractor is paid as separate consideration for these indemnification obligations of Contractor.

2.3.3 Insurance(s):

The **Contractor** agrees to keep the insurance specified below in full force and effect during the term of this Contract. Except for workers' compensation, the **Contractor** must also name the **County** as an additional insured while working within the boundaries of the **County**.

2.3.4 Worker's Compensation and Employer's Liability:

- 1. Statutory Workers' Compensation including an all states endorsement
- 2. Employer's Liability (E.L. and Disease):
 - a. Bodily Injury by Accident
 b. Bodily Injury by Disease
 c. Bodily Injury by Disease
 s500,000 Each Accident
 s500,000 Policy Limit
 s500,000 Each Employee

2.3.5 Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles used in the course of business

2.3.6 Commercial General Liability:

- 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage per occurrence
- 2. \$2,000,000 annual aggregate

Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor's Protection.

2.3.7 Umbrella Liability:

\$5,000,000 per occurrence and aggregate Following form of the Commercial General Liability Policy

The **Contractor** shall furnish to the Johnson County Risk Manager a Certificate of Insurance verifying such coverage and identifying the Board of County Commissioners, Johnson County, Kansas, its' officers, commissions, agents, and employees as Additional Insured as pertains to this Contract. This inclusion shall not make the **County** a partner or joint venture with the contractor in its operations hereunder, nor does it apply to the Professional Liability coverage.

"The Board of County Commissioners, Johnson County, Kansas, its' officers, commissions, agents and employees" shall be named as Additional Insured as respects: Liability arising out of acts performed by or on behalf of the **Contractor**; products and completed operations of the **Contractor**; premises owned, leased or used by the **Contractor**; or automobiles owned, leased, hired, or borrowed by the **Contractor**.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of County Commissioners Johnson County, Kansas c/o Risk Manager 111 South Cherry Street, Suite 2400 Olathe, Kansas 66061-3486

County RFP No. 2019-020 — Exhibit A shall be referenced on the Certificate of Insurance.

It is the **Contractor's** sole responsibility to provide the BOCC notice should any required insurance be cancelled or nonrenewed. Failure of the **Contractor** to provide all insurance required or to provide notice of cancellation or nonrenewal shall not relieve **Contractor** of its obligation under this Contract.

In the event of an occurrence, it is further agreed that any insurance maintained by the Board of County Commissioners, Johnson County, Kansas, its officers, commissions, agents and

employees shall apply in excess of and not contribute with insurance provided by policies named in this Contract.

2.3.8 Insurance Cancellation / Renewal:

The **Contractor** will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

2.3.9 Work under 2 CFR 200

The **Contractor** shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

FHWA-ER Program and 2 CFR Part 200 Contract Requirements

The **County** intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the **County** mandates compliance from the successful Contractor regarding the following:

FHWA Form 1273, titled Standard Federal-ail Provisions. FHWA Form 1273 will be included in the final contract.

Buy America Requirements

49CFR Part 26, Disadvantage Business Enterprise Program

American with Disabilities Act of 1990 (ADA)

All work must be properly grouped according to FEMA damage categories as specified in the contract.

FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the **County** for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the **County**.

200 C.F.R. regulations may be found at

https://www.ecfr.gov/cgi-bin/text-idx?SID=f3018884ed09ad415758cf064c3aac75&mc=true&tpl=/ecfrbrowse/Title02/2

chapterII.tpl

FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the **County** for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The **County** in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The **Contractor** shall have a knowledgeable and responsible Manager/Supervisor report to the **County's** designated Contract Representative within twenty-four (24) hours following delivery of a Notice-to-Proceed by the **County**. The **Contractor's** Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the onsite Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within forty-eight (48) hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

3.3 Time to Complete:

The **Contractor** shall complete all directed work as set out in Section 1.0 of this Contract within 180 working days from delivery of the Notice to Proceed and in accordance with Section 5.8 of this Contract, unless extended by the **County**.

3.4 Completion of Work:

The **Contractor** shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions:

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County** or force majeure events, then the time to complete specified in Section 3.3 shall be extended for such time as caused by the delay to allow the **Contractor** to complete the performance of the Contract. This Contract may also be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of **Contractor** or **County**.

3.6 Term of Contract:

The term of the Contract shall be for twelve (12) months beginning on the Effective Date, with the **County** having the option to renew the term of this Contract for four (4) additional twelve (12) month periods upon written notice delivered to the **Contractor** at least sixty (60) days prior to the expiration of the term or any extended term.

3.7 Contract Renewal:

This Contract may be renewed for additional one year terms after a written acceptance of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 and Exhibit-C (*Form 6 - Pricing Matrix*) of this Contract may be reviewed on an annual basis, at which time amended unit costs and rates may be submitted by the **Contractor** to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s).

3.8 Contract Termination:

This Contract shall terminate upon ninety (90) days written notice from either party and delivered to the other party as set out in Section 8.1 of this Contract.

Notwithstanding the foregoing, this Contract may be terminated by the **County** for its convenience upon thirty (30) days written notice to the **Contractor**.

4 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **County** may be required to enter into agreements with federal and/or state agencies for disaster relief. The **Contractor** shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the **Contractor**, in writing, within seven (7) days of execution.

4.2 County Obligations:

The **County** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to Contractor. A representative will be designated by the **County** (**County** Representative) to be the primary point of contact for inspecting the work and answering any on site questions prior to and after the activation of this Contract via a written Notice to Proceed. The **County** Representative shall have full authority to act on behalf of the **County** on all matters required under this Contract. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available storm Debris services. The **Contractor** may assist the **County** with the development of Debris-based PSA(s), if requested.

4.3 Conduct of Work:

The **Contractor** shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the **County** Representative. The **Contractor** shall have and require strict compliance with accepted ethical practices.

4.4 Supervision:

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. The **Contractor** will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the **County**, as further provided in Section 3.1.

4.5 Damages:

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. **Contractor** shall be responsible for any damages owing to the negligence, omission, or intentional wrongdoing of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.7 Ownership of Debris:

All debris shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the **County**, the **Contractor** shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDMS(s) and final disposal site(s) shall be determined by the **County**. Other additional sites may be utilized as directed and/or approved by the **County**.

5 GENERAL TERMS and CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the **Contractor** hereunder shall be as directed by the **County** and will be limited to properties located within the **County's** legal boundaries.

5.2 Multiple, Scheduled Passes:

The **Contractor** shall make no fewer than two (2) scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the **County**. Upon agreement between the **County** and the **Contractor** the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

5.3 Operation of Equipment:

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The **Contractor** shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** or Monitoring Team and **Contractor** Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the **County** by the **Contractor**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a **Contractor** approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The **Contractor** shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the **Contractor** shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

5.7 Traffic Control:

The **Contractor** shall mitigate the impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

5.8 Monitoring of Debris Operations

The **Contractor** will assist the monitoring team, if this activity is by force account or contracted. The **Contractor** will cooperate and coordinate with the Debris monitoring team in all aspects of the team activity. If the **County** elects to conduct the Debris monitoring by force account, the **Contractor** will conduct detailed Debris monitoring training at the request of the **County**. Debris eligibility determinations, by the monitoring team, shall be made at the point of vehicle loading. Determinations of the vehicle percentage full, by the monitoring team, shall be made at the entrance to the

TDMS(s) or TDSRS. Logistical support and reports to the **County** on Debris monitoring activities are the responsibility of the team manager or monitoring contractor.

5.9 Work Days/Hours:

The **Contractor** may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDMS or TDSRS may be conducted twenty-four (24) hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation with and notification to the **Contractor**.

5.10 Hazardous and Industrial Wastes:

The **Contractor** shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. The **Contractor** will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The **Contractor** may use the services of a subcontractor specializing in the management and disposal of such materials and waste, if the **Contractor** is directed to conduct such operations by the **County**.

5.11 Stumps:

All hazardous/eligible stumps identified by the **County** will be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented, and invoiced by the contractor for payment in accordance with the rates contained on Exhibit C (Pricing Schedule).

5.12 Utilizing Local Resources:

The **Contractor** shall, to the extent practicable, give priority to utilizing resources within the **County**. This local preferences priority will include, but not be limited to, Debris hauling, procurement of services, supplies and equipment, and awarding other recovery service subcontracts and employment to the local work force.

5.13 Work Safety:

The **Contractor** shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The **Contractor** shall ensure that its subcontracts contain a similar safety provision.

5.14 Inspection and Testing:

All Debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the **County** and **Contractor**.

5.15 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies federal, state or local, which may have a regulatory or funding interest in this Contract and the contracted services provided hereunder.

6 REPORTS CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **County** shall accept the serialized copy of the **Contractor's** Debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of Debris delivered and processed at the TDMS or TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The **Contractor** shall submit periodic, written reports to the **County** as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to:

6.2.1 Daily Reports:

The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. The **Contractor** will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty-four (24) hours.

6.2.2 Weekly Summaries:

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the **County**. The **Contractor** will provide this report within two (2) business days after the end of the week. The **Contractor** will provide both reports in written and electronic format if requested.

6.2.3 Report(s) Delivery:

The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the **County** in consultation with the **Contractor**.

6.2.4 Final Project Closeout Report:

Upon final inspection and/or closeout of the project by the **County**, the **Contractor** shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, the **Contractor** will provide additional information to adequately document the conduct of the Debris management operations for the **County** and/or Government, to include electronic spread sheets.

6.3 Additional Supporting Documentation:

The **Contractor** shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capcity measurements as may be required by the **County** and/or Government to support requests for Debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

6.5 Contract File Maintenance:

The **Contractor** will maintain this Contract and the invoices that are generated for the contracted services for a period of not less than five (5) years.

7 UNIT PRICES and PAYMENTS

7.1 Unit Price for Emergency Push / Road Clearance:

The **Contractor** will invoice the **County** and be paid for this contracted service in accordance with the rates as set out in Exhibit-C (Form 6 – Pricing Matrix).

7.2 Unit Price for Debris:

The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization as may be directed by the **County**. All eligible contracted Debris shall be invoiced in accordance with the rates set out in Exhibit C Form 6 – Pricing Matrix).

7.3 Unit Prices for Stumps:

The **County** will determine the necessity and eligibility for <u>ALL</u> stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction

and/or disposal shall be based on the stump size and corresponding rate as set out in Exhibit C (Form 6 – Pricing Matrix).

7.4 Billing Cycle:

The **Contractor** shall invoice the **County** on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The **County** agrees to accept the **Contractor's** invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of receipt of the **Contractor's** invoice. The **County** will advise the **Contractor** within five (5) working days of receiving any invoice that requires additional information for approval to process for payment. The **County** will make payment of any undisputed amounts within thirty (30) days of receipt of **Contractor's** invoice, and the balance within thirty (30) days of the requested additional information.

7.6 Ineligible Work:

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the **County** and/or Government as ineligible Debris, or for stumps or other services that have not been requested or approved by County.

7.6.1 Eligibility Inspections:

The **Contractor** and **County** or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in Section 1.1 of this Contract.

7.6.2 Eligibility Determinations:

If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the TDMS or TDSRS. The **Contractor** will not invoice the **County** for such load(s) until the issue of eligibility is resolved.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the pricing provided in Sections 7.1, 7.2 and 7.3 or Exhibit B or Exhibit C hereto. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the **County** and the **Contractor**, and shall be set forth in writing.

7.8 Specialized Services:

The **Contractor** may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under

Section 1.0 of this Contract. Additional specialized services or equipment will only be performed or provided if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit C.

7.9 Amended Pricing

The pricing of services in this Contract reflects the anticipated severity and magnitude of a major disaster event. The **County** may choose to activate the **Contractor** in response to a disaster event of less magnitude. Upon **Contractor** activation by Notice-to-Proceed for a lesser event, the **Contractor** reserves the right to submit to the **County** an amended and reduced pricing schedule. Any such amended pricing schedule will be submitted within three (3) business days of activation or upon the completion of the **Contractor's** damage assessment survey, whichever occurs first.

The **County** will indicate acceptance within twenty-four (24) hours of the delivery of the proposed amended pricing schedule and the logic for such action. Any amendment to the contract pricing for a current activation does not amend the pricing for any future disaster event.

5.11

8 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by facsimile, recognized overnight delivery service or certified or registered mail, return receipt requested, and addressed as follows:

To Contractor at:

Dow Knight, Sr. Vice President AshBritt, Inc. 565 E. Hillsboro Boulevard Deerfield Beach, FL 33441 Telephone: (954) 725-6992

Facsimile: (954) 725-6991

To County at:

Dan Robeson, Deputy Director
Johnson County Emergency
Management
111 S. Cherry Street, Suite 100
Olathe, KS 66061

Telephone: (913) 715-1001 Facsimile: (913) 791-5002

Notice by facsimile shall be deemed delivered on the date of transmission provided a receipt evidences same, and otherwise on the date of the signed receipt of delivery.

8.2 Litigation:

No party may commence litigation against the other party without providing written notice and demand to the other party setting forth the matters in dispute including the amounts in dispute and no party may commence litigation against the other party without first mediating the dispute before a certified mediator in Johnson County, Kansas. In the event, the mediation results in an impasse, the parties may commence

litigation. With respect to any litigation, this Contract shall be construed and governed by the laws of the State of Kansas, without giving effect to any choice or conflict of law provision or rule. The sole and exclusive venue for any suit, action or proceeding arising out of, relating to, to interpret or for breach of this Contract, or with respect to the Contract work (a "Related Proceeding") shall be in the courts of Johnson County, Kansas, federal or state. Each of the parties irrevocably consents and submits to the exclusive subject matter and personal jurisdiction of the courts of the State of Kansas located in Johnson County, and of the United States District Court for the District of Kansas located therein for the purposes of a Related Proceeding, and irrevocably waives, to the fullest extent it may effectively do so, (i) any objection it may have to the laying of venue of any Related Proceeding in the Courts of Johnson County, Kansas, federal or state, and (ii) the defense of any inconvenient forum to the maintenance of any Related Proceeding in such court.

8.3 Entire Contract:

This Contract (including the terms, conditions, and representations of any schedules or exhibits attached hereto and not otherwise modified by, or made inconsistent with, the provisions herein) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may only be modified, amended or extended by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

8.6 Binding Effect

This Contract shall be binding on and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

8.7 Headings

All sections and headings are used for convenience only and do not affect the construction or interpretation of this Contract.

8.8 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Contract. Electronic, facsimile or scanned signatures on this Contract shall be deemed to be authentic and valid counterparts of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

8.9 Good Standing

Contractor shall be authorized to do business in the State of Kansas and must maintain good standing pursuant to the laws of this State and any other applicable law.

8.10 Funding Clause

This Contract and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, *K.S.A.* 10-1101 et seq., and amendments thereto (the "Act"). By virtue of this Act, the **County** is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the **County's** current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

8.11 Change in Laws; Adverse Determination

The parties recognize that this Contract is subject, at all times, to applicable state, local and federal laws, rules and regulations. The parties further recognize that this Contract is subject to amendments to such laws, rules and regulations, new legislation, and rulings by courts of competent jurisdiction. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Contract or that would cause one or both of the parties to be in violation of any law, rule or regulation, will be deemed to have superseded the terms of this Contract; provided, however, that the parties agree to exercise their best reasonable efforts to accommodate the terms and intent of this Contract by amendment to this Contract, to the greatest extent possible consistent with the requirements of law. Notwithstanding the foregoing, in the event of any judicial, legislative, regulatory or administrative change or determination, whether federal, state or local, which has or would have a significant adverse impact on either party hereto in connection with the performance of this Contract, or in the event that continued performance by either party of any term, covenant, condition or provision of this Contract would for any reason be in violation of any statute, regulation, or otherwise be deemed illegal or subject either party to sanctions or penalties under any federal, state or local law, notwithstanding any other provision of this Contract, either party may terminate this Contract immediately upon prior written notice to the other party.

IN WITNESS WHEREOF, the **Contractor** has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the Effective Date.

AshBritt, Inc.	County
By: Docusigned by: Dow Knight AE5F DBS Schight	By: Robin Lynus A114921743854FD
Title: Sr. Vice President Chief Operating Officer	Title: Purchasing Manager
ATTEST:	ATTEST:
Docusigned by: Jakic Kyan Contract Manager Nath Contract Manager	Name – Title
Attachments: Exhibit-A (County RFP No. 2019 Exhibit-B (Ashbritt Proposal)	-020)

Exhibit-C (Ashbritt Form 6 – Pricing Matrix)

- COPYRIGHT WARNING -

FEDERAL LAW PROVIDES FOR SEVERE CIVIL AND CRIMINAL PENALTIES FOR THE UNAUTHORIZED REPRODUCTION AND DISTRIBUTION OF COPYRIGHTED DOCUMENTS AND PRODUCTS.

THIS DOCUMENT IS LICENSED TO **ASHBRITT, INC.** FOR PROPOSAL AND CONTRACTING PURPOSES ONLY. ANY COPYING, DISTRIBUTION OR USE BY OTHERS IS STRICTLY PROHIBITED. ALL OTHER RIGHTS RESERVED.

EXHIBIT A – JOHNSON COUNTY RFP NO. 2019-020

EXHIBIT B – ASHBRITT PROPOSAL

EXHIBIT C – ASHBRITT FORM 6 – PRICING MATRIX



MODIFICATION OF CONTRACT JOHNSON COUNTY, KANSAS

Contract No.: 2019-020 Modification No.: Effective Date: 11/5/2020 Effective Date: 11/5/2021 Contractor-Name and address: 5. 3. Purchasing Administrator: Kyra Blatchford AshBritt, Inc Telephone Number: 913-715-0595 565 E Hillsboro Blvd. E-Mail: kyra.blatchford@jocogov.org Deerfield Beach, FL 33441 4 . Issued By: Johnson County, Kansas Treasury and Financial Management, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525 SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of 6. the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided. *This office must have the original of this form: no copied, faxed or emailed versions can be accepted. DESCRIPTION OF MODIFICATION: 7. Per the term and supply agreement for Emergency Debris Removal and Reduction, Johnson County would like to exercise the option to renew 2019-020 for one (1) additional twelve (12) month period, through 11/5/2022. There are three (3) remaining renewals. All other prices and terms and conditions remain in effect. Johnson County, Kansas 8. Contractor's Signature By: Sr. Vice President Title Robin Lynes 11/19/2021 obin Lynes (Nov 22, 2021 09 24 CST) Purchasing Manager Date 10. Distribution: Date Signed: 11/22/2021 Original - Bid File Copies -Departments as applicable Surety Company



FORM 6

RFP# 2019-020 Emergency Debris Removal and Reduction Services PROPOSED COST Pricing Matrix

The contractor will provide all services and expenses necessary to debris pickup and hauling, processing of debris for a fixed price as a cost per cubic yard, for the debris types noted below. Tipping fees will be negotiated at the time of the event and will be charged to the county at no mark up.

Tipping fee should not be considered with your unit prices.

Schedule 1 - UNIT RATE PRICE SCHEDULE		
Description	Per Cubic-Yard	\$Per Cubic-Yard
Vegetative Debris Removal (Collect, Tub		
Grinder & Haul) to designated area	0 to 30 miles	\$ 12.10
1 Assumes Debris Collection haul to designated area and tub grind only	31 to 50 miles	\$ 13.25
C&D Debris, including white goods, e-waste and mud, soil, sand) to designated area	0 to 30 miles	\$ 14.95
2 Assumes Debris Collection and haul only	31 to 50 miles	\$ 17.25
Hazardous Waste (Collect & Haul) to		
designated area	0 to 30 miles	\$ 1980.00
	31 to 50 miles	\$1980.00
Reduced vegetative debris hauled from county designated reduction site to county approved		
final disposal site/recycling center (radius)	0 to 30 miles	\$ 4.95
	31 to 50 miles	\$ 6.95
	51 to 100 miles	\$ 13.95

Schedule 1 - UNIT RATE PRICE SCHEDULE	
Description	\$ Per Item
Hazardous Stump Removal	\$ 495.00
Hazardous Tree	\$ 489.00
Hazardous Limbs (Hangers)	\$ 125.00

2019-020 Form 6 Emergency Debris Removal and Reduction RFP

Schedule 2 - UNIT RATE PRICE SCHEDULE		
Description		\$Per Cubic-Yard
Tub Grinder Operations with no hauling operation	Per Cubic-Yard	\$ 2.60
Hauling Operations (as needed) radius	0 to 30 miles	\$ 12.10
	31 to 50 miles	\$ 14.30
	51 to 100 miles	\$ 16.50
Additional Pricing Item		
Site Management	Per Cubic Yard	\$ 2.15
Reduction of vegetative debris to a size of 1 inch in at least two (2) directions	Per Cubic Yard	\$ 2.60

Schedule 3 - UNIT RATE PRICE SCHEDULE		
Description	Equipment	\$ Hourly
Emergency Debris Push (requires a 12-hour response time and 70 hour max total time)	Small Loader or Large Skid Steer, (push machine, wheeled or rubber tracked)	\$ 110.00
Description	Operation	\$ Hourly
Emergency Debris Push (requires a 12-hour response time and 70 hour max total time)	Small Loader or Large Skid Steer, (push machine, wheeled or rubber tracked)	\$ 110.00

Note: See additional pricing below.

Service Description Personnel & Equipment (Operator, fuel, maintenance included)	Unit	Unit Price_/c
Knuckleboom Loader Truck (Self-Loading-25-35 CY)	Hour	\$ 175.00
Knuckleboom Loader Truck (Self-Loading-36-59 CY)	Hour	\$ 195.00
Knuckleboom Loader Truck (Self-Loading-60-75	Hour	\$ 265.00
Dump Truck/Trailer (16 to 24 CY)	Hour	\$ 110.00
Supervisor with Truck (1 man, will assist push operations)	Hour	\$ 85.00
Operators with Chainsaw (2 man crew)	Hour	\$ 120.00
Laborer with Tools (1 man)	Hour	\$ 45.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	\$ 105.00

Project Assumption (Used only Schedule 1, stumps will not be assumed): Ice Storm:

The Chairman of the Board of County Commissioners has declared a state of emergency and your firm has been notified to begin contracted work.

The ice storm hit late in the evening on a Tuesday late in January. The ice storm cut a swath through the southwest and west side of Johnson County with a minimum of two inches of ice accumulated in the affected area, while some locations reported as much as 3-5 inches of ice. The storm took down not only power lines, but also the poles that held up the lines. Trees splintered under the weight of the ice as did telephone poles, cell phone towers and roofs. By Wednesday, more than 170,000 households and businesses were without power.

It quickly became an issue of communication and intrastate highway closures. "Communication towers and power lines have gone down, and roads are difficult to clear", said one state official, which made it difficult to assess conditions and target relief efforts.

Johnson County Public Works (PKW) crews have been working to have the Emergency Push Operation and prepping of the Temporary Debris Management Site in Southwest portion of the county ready for your firm to assist hauling and reduce debris (tub grinder being the preferred method of vegetative debris reduction).

Your firm has arrived; and you will be working in parallel with PWK operations and will report directly to the site manager. It is requested that your firm be fully operational by morning briefing in 72 hours.

It is estimated that there is some amount of damage throughout all the 197.1 square miles of Johnson County. All debris is assumed to be vegetative. The current estimate for total cubic yards of vegetative debris is 54,000CY.

*For this scenario, assume that you (the contractor) will be conducting all hauling operations. In a real event, PWK will likely be conducting simultaneous hauling operations.

Based on your proposed fees provided in *FORM 6, Schedule 1 Proposed Cost* provide a detailed cost figure (include a total) by using Schedule 1 Detail Lines:

- a. Vegetative Debris Removal (Collect, Haul to TDMS, Tub Grinder) \$ 54,000 cy X \$ 12.10 = \$ 653,400.00
- Reduced vegetative debris hauled from county designated reduction site to county approved final disposal site/recycling center radius (0 to 30miles) (assume a 4:1 reduction ratio of collected debris)
 \$\frac{13,500 \text{ cy X 4.95} = \$ 660,825.00}{\text{ cy X 4.95}}\$

TOTAL COST of a. and b.: \$____720,225.00_____

This proposed total cost will be the Cost Proposal factor for the Maximum Points (page 11).

See attached map.

 Square Feet
 Square Miles
 Acres

 5495471589.77239
 197.123115472295
 126158.793902269

Schedule 4 is All-Inclusive:

2019-020 Form 6 Emergency Debris Removal and Reduction RFP

<u>Temporary Debris Management Site (TDMS) Operations (All-Inclusive):</u>

Under this optional provision, the contractor would set up, manage (in coordination with the county), vegetative debris reduction operations at the TDMS.

The County understands that there may be some instances that for an unknown reason and/or unforeseen circumstances, the County would be unable to manage TDMS operations and there for also requests that contractor also complete the following expense table. The following is not required for consideration to be a selected contractor.

This cost is inclusive of all related expenses including technical assistance to the County, hauling operations, TDMS management (in coordination with the County), and services for security, traffic management, data and documentation, audit assistance. Fees Eligible Vegetative debris hauled from/to County designated area.

Schedule 4 - UNIT RATE PRICE	SCHEDULE		
Straight-Line Miles (radius from pickup site) \$Per Cub			
Vegetative Debris Removal (Collect, Haul to TDMS, Tub Grind)			
1 Assumes Debris Collection Hauf to designated area, Tub Grinding, and Site			
Management		\$ 18.65	
C&D Debris: (including white goods, e-waste and			
mud, soil, sand) to designated area (radius)	0 to 30 miles	\$ 14.95	
	31 to 50 miles	\$ 16.95	
	50 to 100 miles	\$ 19.25	
Hazardous Waste (Collect & Haul) to designated			
area		\$ 1980.00	
Reduced vegetative debris hauled from county			
designated reduction site to county approved final			
disposal site/recycling center (radius)	0 to 30 miles	\$ 5.78	
	31 to 50 miles	\$ 7.25	

	50 to 100 miles		\$ 14.95
L	<u></u>	1	

Eligible Hazardous Stump removal

Schedule 4 - UNIT RATE PRICE SCHEDULE	
Description	\$ Per Item
Hazardous Stump Removal	\$ 495.00
Hazardous Tree	\$ 489.00
Hazardous Limbs (Hangers)	\$125.00

Schedule 4 - UNIT RATE PRICE SCHEDULE		
Description		\$Per Cubic-Yard
Reduction of vegetative debris to a size	Assumes it Includes site management	
of 1 inch in at least two (2) directions	cost.	\$ 4.75

NOTE:

Include with your submission:

- FORM 6 with Complete Project Assumption based on your Schedule 1 proposed fees. This
 proposed cost will be the Cost Proposal factor for the Maximum Points (Page 11 of RFP 2019020).
- 2. Letter of Commitment from a qualified surety confirming its intention to provide Performance and Payment bonds as set forth below for RFP 2019-020.

3.	Are yo	u able to attend trainings or	exercises?	YES or NO
	a.	Describe associated costs: _	\$0.00	

- 4. Sample Certificate of Insurance or a statement letter from your insurance provider showing your company can meet insurance requirements as set forth in RFP 2019-020.
- 5. Proof that your company would be able to obtain Performance and Payment bonds as set forth below:
 - a. AT TASKING: Additional bonds, as described below would be required equaling the projected scope of work.

The successful Contractor must have capacity to furnish Performance and Payment Bonds, acceptable to Johnson County, Kansas, in an amount equal to 5 million dollars or \$40,000.00, whichever is higher, within 24 hours of mobilization under any subsequent contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.

The form required for both the Bonds are provided below, along with instructions and signature requirements.

The successful Proposer shall provide Bonds, executed by a Company included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), and is a company licensed by the Kansas Insurance Department to issue such bonds in this State.

The successful Proposer shall provide Bonds executed by a company licensed by the Kansas Insurance Department to issue such bonds in this State."

The Bonds will be required at within 24 hours of mobilization under any subsequent contract. The County does not intend to execute the Contract until the proper and approved form of the Bonds has been accepted by the County.

With Form 6 Response, Contractors shall submit a Letter of Commitment from qualified surety. This Letter of Commitment is a letter that confirms the intention of a qualified surety to provide bonds should the company receive an award. This letter does not actually supply the bonds but expresses that the surety can provide qualified bonds should an award be given.

 This Letter of Commitment shall be from a qualified Bond Agency as specified above and shall confirm the willingness of the Bond Agency to provide bonds at 100% of the contract value (\$40,000) and up to \$5,000,000 within 24 hours of Tasking that meets the requirements of the County.

SUBMITTED	DOW K
	Signature
	Senior Vice President
	Title
	Authorized Representative of
	AshBritt Inc.
	Firm Name
	565 E Hillsboro Blvd.
	Address
	Deerfield Beach, FL 33441
	City and State
	(954) 725-6992
	Telephone No.
	1/15/2020

Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: September 6, 2022

CONSIDER CHANGE ORDER #1 FOR INCLUSION OF WATER ONE IMPROVEMENTS IN THE 2022 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign Change Order #1 for WaterOne improvements to be included in the 2022 Residential Street Program.

BACKGROUND

On June 21, 2022 the Governing Body approved award of the 2022 Residential Street Program to Superior Bowen. This project includes work on many streets throughout the City and includes new curb/gutter, sidewalk, and an asphalt mill and overlay. It is funded primarily by the 2022 Residential Street Rehabilitation Program. Funding from other agencies includes Johnson County Stormwater Management Advisory Council for Windsor Road stormwater improvements and Kansas City Missouri for State Line Road improvements from 75th to the south City Limit.

WATERONE RELOCATIONS WaterOne relocations occur every year as part of the Residential Paving Program. However, the relocation on Windsor Road is very close to storm sewer work and coordination of the trenches is more cost effective for construction. WaterOne has designed and will inspect the waterline construction. WaterOne and the City have a interlocal agreement for this work, executed by the Governing Body on April 18, 2022. This agreement allows the waterline relocation will be included in the 2022 Paving Program contract and the City of Prairie Village to administer that project.

CONTRACT The contract was awarded on June 21, 2022 for \$3,456,781 which includes funding from other sources as noted below. Change Order #1 (WaterOne) increases the contract amount by \$200,233 to \$3,657,014.00.

FUNDING SOURCE

All funding will be transferred into PAVP2022. This includes Prairie Village funding for State Line Road and DRAIN20x.

PAVP2022	\$ 2,851,499.95	
KCMO	\$ 152,604.52	(Outside Funding in PAVP2022 for State Line Road)
PV	\$ 152,604.53	(Street Unallocated transferred into PAVP2022 for State Line Road per COU2022-36)
DRAIN20x	\$ 150,000.00	(Transferred into PAVP2022 for Windsor Storm)
SMAC	\$ 150,000.00	(Outside Funding for Windsor Storm)
WATERONE	\$ 200,233.00	(Outside Funding for water main improvements)
TOTAL	\$ 3,657,014.00	

ATTACHMENTS

CHANGE ORDER NO 1 FOR PAVP2022

PREPARED BY

CITY OF PRAIRIE VILLAGE PUBLIC WORKS DEPARTMENT

CONSTRUCTION CHANGE ORDER NO. 1

City's Project: PAVP2022, 2022 Residential Street Program

Date Requested: August 31, 2022 Contract Date: June 21, 2022

Contractor's Name: Superior Bowen

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00		Inclusion of WaterOne improvements and WaterOne funding	1	\$200,233.00	\$200,233.00

TOTAL \$0.00 TOTAL \$200,233.00 NET Increase \$200,233.00

EXPLANATION OF CHANGE -

WaterOne and the City have a interlocal agreement for this work, executed by the Governing Body on April 18, 2022. This agreement allows the waterline relocation will be included in the 2022 Paving Program contract and the City of Prairie Village to administer that project. Superior Bowen received three bids from Subcontractors to fulfill the competitive bid requirement for WaterOne.

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Day
Original Contract	\$3,456,781.00	
Current Contract including previous Change Orders	\$0.00	
NET This Change Order	\$200,233.00	
New Contract Price	\$3,657,014.00	

Neil Shacklett	August 31, 2022
Neil Shacklett	Date
Superior Bowen	
Kieth Bredehoeft, Directo of Public Works	Date
City of Prairie Village, KS	
Eric Mikkelson, Mayor	Date
City of Prairie Village KS	

CONSENT AGENDA



Council Meeting Date: September 6, 2022

Consider Approval of the 2023 Mission Hills Contract and the 2023 Mission Hills Budget

RECOMMENDATION

The Prairie Village Police Department recommends the City Council formalize its law enforcement relationship with the City of Mission Hills for the 2023 calendar year by approving the attached 2023 Mission Hills Contract and the 2023 Mission Hills Budget.

COUNCIL ACTION REQUESTED ON: September 6, 2022

BACKGROUND

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities. The budgetary costs for each law enforcement program are derived from formulas based on percentages of the Prairie Village Budget for services that include manpower allocation, calls for service, reported crimes, and vehicular accidents.

The 2023 Mission Hills Budget is calculated to be \$1,730,572, which is a 12.43% percent increase (\$191,261) compared to 2022. A breakdown of program costs is specified in the attached 2023 Mission Hills Budget spreadsheet. The majority of this increase was due to the 2022 and 2023 salary and benefit changes.

The Mission Hills Contract does reflect a 3.75 percent increase, from \$48.10 to \$49.90 per hour, in Animal Control Services to account for merit and benefit costs.

The Mission Hills City Administrator has agreed with the contents of the attached 2023 Mission Hills Contract, as well as the 2023 Mission Hills Budget.

ATTACHMENTS: 2023 Mission Hills Contract

2023 Mission Hills Budget Comparison

2023 Mission Hills Shared Costs

Prepared By:

Byron Roberson Chief of Police

Date: August 31, 2022

MISSION HILLS AGREEMENT – 2023

THIS AGREEMENT, made this	_ day of	, 2022, between the City of
Prairie Village, Kansas, a municipal corpora	tion, hereinafter	referred to as "Prairie Village," and
the City of Mission Hills, Kansas, a munici	pal corporation,	hereinafter referred to as "Mission
Hills."		

WHEREAS, Prairie Village and Mission Hills are adjoining cities and share many of the same problems and concerns for police protection; and

WHEREAS, in the opinion of the governing bodies of Prairie Village and Mission Hills, the consolidated operation of law enforcement and policing of the two cities will be to the mutual benefit and the general welfare of the persons and properties of both municipalities; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to enter into a contract with respect to performance of government services; and

WHEREAS, the governing bodies of said cities have determined to enter into an agreement as authorized and provided by K.S.A. 12-2908 and amendments thereto,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed as follows:

- **A.** <u>Services Provided</u>. Prairie Village shall furnish to Mission Hills during the term of this agreement, the following items:
- 1. <u>Police Vehicles</u>. It is agreed and understood that Mission Hills has previously paid for four police vehicles that are currently being used primarily in the City of Mission Hills and said vehicles are identified as:

046	2020	Ford	Explorer Hybrid
047	2020	Ford	Explorer Hybrid
148	2021	Ford	Explorer Hybrid
149	2021	Ford	Explorer Hybrid

Each of these vehicles is registered to the City of Prairie Village.

During the terms of this agreement, Mission Hills shall be responsible for the replacement costs of any new vehicles needed. The Chief of Police shall notify the Mission Hills City Administrator when fleet bids are being offered. Replacement vehicles for Mission Hills will be offered as part of the fleet purchase, above the costs of this contract, if desired and approved by Mission Hills. New vehicles will be titled to the City of Prairie Village. Collision and liability insurance on the vehicles purchased by Mission Hills shall be maintained and paid for by Prairie Village.

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2022 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

It is agreed and understood that if both parties agree to terminate the conditions of this contract, those vehicles purchased by the City of Mission Hills, but titled to the City of Prairie Village, shall be transferred back to the ownership of Mission Hills for the sum of **\$1.00**.

2. <u>Police Personnel</u>. Prairie Village shall provide to Mission Hills the services of police officers, detectives, and other personnel as adopted by budget formulas to provide efficient and effective law enforcement services. The Chief of Police will approve staffing/scheduling in consultation with the Mission Hills City Administrator. With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or

effect a reduction in the amount due Prairie Village by Mission Hills under this Agreement when such an officer is unavailable due to an excused absence. An "excused absence" is an absence provided for under Prairie Village's personnel policies and for which the officer receives monetary compensation or compensatory time directly from Prairie Village for the absence, but does not include any such absence for which the officer is receiving monetary compensation for the absence from Workers' Compensation or other insurance. If any additional officer is unavailable for any reason other than an excused absence, Prairie Village shall either assign a replacement officer for the position or effect an appropriate reduction in the amount due Prairie Village by Mission Hills under this Agreement. Prairie Village shall use its best efforts to ensure that excused absences of police officers assigned to Mission Hills shall not be disproportionately higher than excused absences of police officers assigned to Prairie Village.

Prairie Village shall provide the services of such supervisory and support personnel as shall be necessary for the operation of said police cars and to provide normal police services.

Prairie Village shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said police personnel, which may accrue from or be attributable to the employer-employee relationship.

All Prairie Village Police officers, and all cars used by such police officers, including the vehicles designated as the Mission Hills police vehicles, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police vehicles designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's offices at 7710 Mission Road, Prairie Village, Kansas. The Chief of Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills vehicles and personnel operating same.

Mission Hills will designate an individual who shall serve as its representative to consult with the Chief of Police. All Prairie Village Police officers shall be deputized to act as police officers in Mission Hills and all Prairie Village personnel, in carrying out the police functions for Mission Hills as contemplated by this Agreement, shall be deemed to be acting for, and as the police arm of, Mission Hills.

It is further mutually agreed by the governing bodies of the respective cities hereto that each will respectively do all acts necessary and proper as provided in K.S.A. 19-2645 and K.S.A. 19-2646, and acts amendatory and supplemental thereto, for carrying out the applicable provisions of this Agreement.

- 3. <u>Court Personnel.</u> Prairie Village shall also provide a Clerk of the Court for the Mission Hills Municipal Court for two court sessions per month. Said Clerk shall be assigned by the Court Administrator of the Prairie Village Municipal Court. Said Clerk of the Court shall perform all duties as required by law and shall be deemed to be acting for and on behalf of the City of Mission Hills while performing said duties. Prairie Village shall not be liable in any manner for the actions of said clerk of the Court in the performance or nonperformance of said duties. Prairie Village shall be reimbursed for the costs of providing said Court personnel, which amount is included in the total contract amount as provided in Paragraph B of this Agreement.
- 4. <u>Humane Officer</u>. For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of \$49.90 per hour.

It is further agreed that Prairie Village has entered into a contract agreement with Great Plains SPCA for the professional care, impounding and boarding of animals taken into custody by the Police Department. This service is not included in the contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by AMC.

- Mission Hills law enforcement services necessary to efficiently maintain public safety in the City of Mission Hills. These services include, but are not limited to, administration of the Police Department; 9-1-1 and non-emergency PSAP for communications to the Police Department and police vehicles; Records for maintaining law enforcement files; Crime Prevention Program for education to reduce community vulnerability to crime and establish "community-oriented policing;" Investigations function that provides for the investigation of Part I and Part II crimes perpetrated by adults and youths; D.A.R.E. to provide a prevention aspect to adolescent drug use; the Property Room and evidence system, and the Department's comprehensive training.
- **B.** Reimbursement Costs. Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of *One million, seven hundred thirty thousand, five hundred seventy two and 00/100 Dollars* (\$1,730,572.00), said amount to be paid by Mission Hills at the rate of *One hundred forty four thousand, two hundred fourteen and 33/100 Dollars* (\$144,214.33), per month during the term of this Agreement, said payment to be made not later than the 15th day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2023, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A-2, any additional officer is unavailable for any reason other than an excused absence and Prairie Village elects not to assign a replacement officer, an appropriate increase or decrease will be made in the amount due Prairie Village by Mission Hills hereunder. However, the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

- **C.** <u>Reports.</u> The Chief of Police of Prairie Village shall at least once a month submit to Mission Hills a complete written report of the police activity and protection provided within said city.
- D. <u>Liability Insurance and Uninsured Claims</u>. The parties recognize that actions (or omissions) in connection with services to be provided by Prairie Village under this Agreement may result in, or give rise to, claims against Mission Hills or Prairie Village, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Prairie Village has obtained liability insurance relating to the operation of the Police Department and relating to the operation of vehicles used in providing the services contemplated by this Agreement. Part of the cost of these policies is allocated to Mission Hills and included in the total contract amount as provided in Paragraph B of this Agreement. Mission Hills shall at all times be named as an insured party on both such insurance policies.

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights, which such companies may have against Prairie Village or Mission Hills, as the case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Mission Hills or Prairie Village or both for alleged injuries or damages which are not covered by any of such insurance policies. With respect to such uninsured claims: The parties agree that Mission Hills should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to a risk that would not have been incurred by Prairie

Village, if Prairie Village were not providing services to Mission Hills under this Agreement; and Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

Accordingly, the parties agree that the circumstances surrounding any claim, which is not covered by insurance and which relates to or arises from actions (or omissions) in connection with services provided or to be provided by Prairie Village under this Agreement, will be examined at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim, which are to be paid by Mission Hills and the appropriate percentage of such costs, which are to be paid by Prairie Village.

E. <u>Effective Date</u>. This Agreement shall be in effect from January 1, 2023, through December 31, 2023, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

IN WITNESS WHEREOF, the Mayor of Prairie Village, Kansas, has signed this Agreement on behalf of the City of Prairie Village, as such mayor, and the City of Prairie Village has caused these presents to be attested by its Clerk and the seal of said city to be hereto attached; and the Mayor of Mission Hills, Kansas, has signed this Agreement on behalf of the City of Mission Hills, as such mayor, and the City of Mission Hills has caused these presents to be attested by its Clerk, and the seal of said City to be hereto attached, the day and year first above written.

THE CITY OF PRAIRIE VILLAGE, KANSAS

Ву:	
·	Eric Mikkelson – Mayor
ATTEST:	
Adam Coffort City Clark	
Adam Geffert – City Clerk	
APPROVED AS TO FORM:	
	<u></u>
David Waters – City Attorney	
THE	CITY OF MISSION HILLS, KANSAS
Ву:	
	David W. Dickey – Mayor
ATTEST:	
Meghan E. Woolbright - City Clerk	<u> </u>
APPROVED AS TO FORM:	
Anna M. Krstulic – City Attorney	<u> </u>

MISSION HILLS BUDGET COMPARISON FOR 2023

PROGRAM	2020	2021	2022	2023	2022-2023 COMPARISON	% INCREASE
Administration	\$83,410	\$87,256	\$89,470	\$96,301	\$6,831	7.63%
Staff Services	\$163,632	\$166,164	\$171,915	\$185,928	\$14,013	8.15%
Community Services	\$0	\$0	\$0	\$0	\$0	0.00%
Crime Prevention	\$16,739	\$11,483	\$12,118	\$13,835	\$1,717	14.17%
Patrol	\$1,005,359	\$1,043,143	\$1,039,061	\$1,184,741	\$145,680	14.02%
Investigations	\$97,961	\$93,922	\$104,429	\$121,475	\$17,046	16.32%
Special Investigations	\$0	\$0	\$0	\$0	\$0	0.00%
D.A.R.E.	\$11,830	\$12,090	\$12,286	\$13,176	\$890	7.24%
Professional Standards	\$27,958	\$28,345	\$33,179	\$36,370	\$3,191	9.62%
Traffic	\$0	\$0	\$0	\$0	\$0	0.00%
Court	\$85,139	\$81,985	\$76,853	\$78,746	\$1,893	2.46%
School Crossing Guards	\$0	\$0	\$0	\$0	\$0	0.00%
Accounting	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL	\$1,492,028	\$1,524,388	\$1,539,311	\$1,730,572	\$191,261	12.43%
PERCENTAGE OF INCREAS	SE	100		Carle St.	70.00 1.5	12.43%

SHARED COSTS vs. MISSION HILLS COSTS

PROGRAM	2023 SHARED COSTS	MISSION HILLS COST
Administration	\$704,471	\$96,301
Staff Services	\$1,102,255	\$185,928
Community Services	\$0 \$0	
Crime Prevention	\$99,481	\$13,835
Patrol	\$3,799,629	\$1,184,741
Investigations	\$873,294	\$121,475
Special Investigations	\$0	\$0
D.A.R.E.	\$131,763	\$13,176
Professional Standards	\$266,057	\$36,370
Traffic	\$0	\$0
Court	\$450,920	\$78,746
School Crossing Guards	\$0	\$0
Accounting	\$0	\$0
TOTAL	\$7,427,870	\$1,730,572

ADMINISTRATION



Council Meeting Date: September 6, 2022

PUBLIC HEARINGS - Revenue Neutral Rate and 2023 Budget Hearing

RECOMMENDATION

The City Council hold the Revenue Neutral Rate Hearing and 2023 Budget Hearing.

BACKGROUND

Per State Statute, the Governing Body must hold a public hearing for the adoption of the upcoming year's budget. Adoption of Senate Bill 13 amended the budget timeline and added an additional hearing requirement for cities exceeding the Revenue Neutral Rate. The hearings may be conducted simultaneously.

The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the 2023 revenue neutral rate would be 17.247 mills. Since the recommended budget requires 18.322 mills, a public hearing is required. Notice of intent to exceed the revenue neutral rate was provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th.

The budget must be certified to the County Clerk by October 1st if exceeding the Revenue Neutral Rate. The 2023 budget was recommended for approval by City Council on June 21, 2022, and Council approved a resolution of intent to exceed the Revenue Neutral Rate on July 18, 2022. The attached hearing notice was published in The Legal Record on Tuesday. July 26, 2022, per state statute guidelines.

Following the Revenue Neutral Rate and Budget hearings, the Council must approve a resolution to exceed the Revenue Neutral Rate prior to adopting the 2023 budget. These actions will also occur on the September 6 agenda.

The total mill levy for 2023 is 18.322 mills, a one-mill reduction from the 2022 mill levy. Complete budget information can be found on the City's website.

ATTACHMENTS:

- 2023 Revenue Neutral Rate and Public Hearing Notice
- State Budget Forms
- 2023 Recommended Budget Document

Prepared By:

Nickie Lee, Deputy City Administrator

Date: August 30, 2022

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of City of Prairie Village

will meet on September 6, 2022 at 6:00 p.m. at 7700 Mission Road for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate. Detailed budget information is available at Prairie Village Municipal Office, 7700 Mission Road and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actua	al for 2021	Current Year Estin	nate for 2022	Propos	sed Budget for 2023	
					•		Proposed
		Actual Tax		Actual Tax	Budget Authority for	Amount of 2022 Ac	
FUND	Expenditures	Rate*	Expenditures	Rate*	Expenditures	Valorem Tax	Rate*
General	22,806,551	19.321	24,271,995	19.322	33,858,276		18.322
Debt Service	1,323,000		1,074,975		1,084,318		
Library	7 7		7.1.7.1.		, , , , , ,		
Special Highway	597,000		597,000		814,830		
Solid Waste Management	1,907,863		1,974,789		2,318,803		
Stormwater Utility	1,600,000		1,600,000		2,012,543		
Special Parks	140,134		169,092		157,091		
Special Alcohol	140,621		141,418		225,587		
CID-Corinth	575,319		576,000		825,866		
CID-PV Shops	434,239		576,000		857,259		
Transient Guest Tax	144,978		115,226		559,301		
Transferit Guest Fun	1,,,,,		110,220		200,000		
_							
Non-Budgeted Funds-A	12,006,648						
Non-Budgeted Funds-B	1,897,461						
Totals	43,573,813	19.321	31,096,495	19.322	42,713,874	10,120,41	18.322
					Revei	nue Neutral Rate**	17.247
Less: Transfers	8,887,621		9,128,525		10,190,200)	
Net Expenditure	34,686,192		21,967,970		32,523,674	}	
Total Tax Levied	9,066,638		9,526,762		xxxxxxxxxxxxxxxx		
Assessed							
Valuation	469,256,976		493,014,868		552,359,273	\$	
Outstanding Indebtedness,						•	
January 1,	<u>2020</u>		2021		<u>2022</u>		
G.O. Bonds	13,330,000	Γ	12,095,000		10,830,000]	
Revenue Bonds	376,366	ļ	10,646,614		21,753,244	1	
Other	19,325,000	ļ	19,335,000		18,040,000	1	
Lease Purchase Principal	0	ļ	0		0	1	
Total	33,031,366	ļ	42,076,614		50,623,244	1	
*Tay rates are expressed in m		<u> </u>			•	•	

*Tax rates are expressed in mills

City of Prairie Village

Official Title:The governing body of

^{**} Revenue Neutral Rate as defined by KSA 79-2988

2023

CERTIFICATETo the Clerk of Johnson County, State of Kansas We, the undersigned, officers of

City of Prairie Village

certify that: (1) the hearing mentioned in the attached publication was held; (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2023; and (3) the Amount(s) of 2022 Ad Valorem Tax are within statutory limitations.

		2	2023 Adopted Budge	:t	
			i	Amount of	Final Tax Rate
		Page	Budget Authority	2022 Ad	(County Clerk's Use
Table of Contents:		No.	for Expenditures	Valorem Tax	Only)
Allocation of MVT, RVT, and 16/20	M Vehicle Tax	2	Î		
Schedule of Transfers		3	i		
Statement of Indebtedness		4	ı		
Statement of Lease-Purchases		5	ı		
			ı		
Fund	K.S.A.		ı		
General	12-101a	6	33,858,276	10,120,411	
Debt Service	10-113		1,084,318		
Library	12-1220	1			
		1			
		† †			
		+ + +			
		+ + +			
	 	+ + +			
	 	+ +			
	 	+ +			
	 	+	1	-	
	 	+	1		
	 	+	-		
C - '-1 III'-1	<u> </u>	++	914 920		
Special Highway		++	814,830		
Solid Waste Management		++	2,318,803		
Stormwater Utility		++	2,012,543		
Special Parks		1	157,091		
Special Alcohol		1	225,587		
CID-Corinth		1	825,866		
CID-PV Shops		\perp	857,259		
Transient Guest Tax			559,301		
Non-Budgeted Funds-A					
Non-Budgeted Funds-B					
Totals		xxxxxx	42,713,874	10,120,411	
Budget Hearing Notice					County Clerk's Use Only
Combined Rate and Budget Hearing	y Notice				
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2022 Total
					Assessed Valuation
			Re	venue Neutral Rate	17.247
Assisted by:					
	,				
	•				
Address:					
	•				
	•				_
Email:	•				
	•				
Attest: ,	2022				
County Clerk	•		Go	overning Body	
20am,				<i>5</i> ,	
CPA Summary					
C171 Summary					
					ļ

Allocation of MV, RV, 16/20M, Commercial Vehicle, and Watercraft Tax Estimates

Budgeted Funds	Ad Valorem Levy		Allo	cation for Year 2	2023	
for 2022	Tax Year 2021	MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	9,526,762	857,850	2,486	314	1,389	0
Debt Service			·		·	·
Library						
TOTAL	9,526,762	857,850	2,486	314	1,389	0
County Treas Motor Veh	· · · · · · · · · · · · · · · · · · ·	857,850				
County Treas Recreation	al Vehicle Estimate	. -	2,486	_		
County Treas 16/20M Ve				314		
County Treas Commercia					1,389	
County Treas Watercraft	Tax Estimate					0
Motor Vehicle Factor		0.09005				
	Recreational Vehicle	Factor	0.00026			
		16/20M Vehicle	e Factor	0.00003		

Commercial Vehicle Factor

Watercraft Factor

0.00015

0.00000

City of Prairie Village 2023

Schedule of Transfers

Expenditure	Receipt	Actual	Current	Proposed	Transfers
Fund Transferred	Fund Transferred	Amount for	Amount for	Amount for	Authorized by
From:	To:	2021	2022	2023	Statute
General	Capital Projects	4,523,800	5,307,000	5,284,229	12-1,118
General	Equipment Reserve	571,153	332,800	600,000	12-1,117
General	Bond & Interest	1,319,534	1,050,725	1,048,000	12-101
General	Economic Development	136,000	136,000	266,000	12-1,117
Special Highway	Capital Projects	597,000	597,000	619,880	12-1,118
Stormwater Utility	General	600,000	600,000	600,000	Charter Ord. 23
Stormwater Utility	Capital Projects	1,000,000	1,000,000	1,000,000	Charter Ord. 23
Economic Development	Capital Projects	0	0	250,000	12-1,118
Special Parks	Capital Projects	140,134	105,000	157,091	12-1,118
Transient Guest Tax	Capital Projects	0	0	365,000	Charter Ord. 27
1	Totals	8,887,621	9,128,525	10,190,200	-
	Adjustments*	, ,-	, ,	, , , , , ,	
	Adjusted Totals	8,887,621	9,128,525	10,190,200	

^{*}Note: Adjustments are required only if the transfer is being made in 2022 and/or 2023 from a non-budgeted fund.

STATEMENT OF INDEBTEDNESS

Type of	Date of	Date of	Interest Rate	Amount	Beginning Amount Outstanding		e Due		ount Due 022		unt Due)23
Debt	Issue	Retirement	%	Issued	Jan 1, 2022	Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series 2016C Streetlight	10/31/2016	9/1/2023	3%.	3,100,000	940,000	March & Sep	Sept	28,200	465,000	14,250	475,000
Series 2019 Public Works	12/19/2019	9/1/2049	3% -4.5%	9,890,000	9,890,000	March & Sep	Sept	362,525	195,000	353,750	205,000
Facility											
Total G.O. Bonds					10,830,000			390,725	660,000	368,000	680,000
Revenue Bonds: Silvercrest at Meadowbrook I	10/21/2019	12/31/2022	2%	35,000,000	21,753,244						
Total Revenue Bonds					21,753,244			0	0	0	0
Other:										Ť	Ů
Series 2021 Bonds (TIF)	12/9/2021	1/1/2036	875%-3.125	18,040,000	18,040,000						
Note: The Series 2021 Bonds relating to the Series 2021 Bo											ber 2021,
Total Other					18,040,000			0	0	0	0
Total Indebtedness					50,623,244			390,725	660,000	368,000	680,000

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

	Contract	Term of Contract	Interest Rate	Total Amount Financed	Principal Balance On	Payments Due	Payments Due
Item Purchased	Date	(Months)	%	(Beginning Principal)	Jan 1, 2022	2022	2023
Totals	1				0	0	0

^{***}If leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Voor	Current Year	Proposed Budget
Adopted Budget General	Prior Year Actual for 2021	Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1	7,608,090	9,483,434	
Receipts:	7,008,090	9,403,434	0,001,923
Ad Valorem Tax	8,608,166	0.526.762	xxxxxxxxxxxxxxxxxx
Delinquent Tax	59,538	9,320,702	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Motor Vehicle Tax	798.074	796,411	857,850
Recreational Vehicle Tax	/98,0/4	/90,411	2,486
16/20M Vehicle Tax			314
Commercial Vehicle Tax			1,389
Watercraft Tax			1,369
Gross Earning (Intangible) Tax			0
LAVTR			0
City and County Revenue Sharing			0
Local Alcoholic Liquor	140,134	169,092	157,091
Sales Tax	6,098,163	5,570,000	-
Use Tax	2,458,591	1,554,004	, ,
Franchise Fees	1,871,269	1,906,603	
Licenses & Fees	835,741	830,403	
Charges for Services	1,788,547	1,849,587	1,870,708
Fines & Fees	829,111	623,056	
Recreational Fees	414,560	401,650	·
Proceeds from Sale of Assets	139,467	119,005	
Transfer from Stormwater Utility Fund	600,000	600,000	600,000
LOSS from County Clerk - TIF Districts LOSS expected from BOTA		-416,200	-483,167
In Lieu of Taxes (IRB) Interest on Idle Funds Neighborhood Revitalization Rebate Miscellaneous Does miscellaneous exceed 10% Total Rec Total Receipts Resources Available:	24,681,895 32,289,985	23,650,484 33,133,918	

FUND PAGE - GENERAL

FUND TAGE - GENERAL			г
Adopted Budget	Prior Year	Current Year	Proposed Budget
General	Actual for 2021	Estimate for 2022	Year for 2023
Resources Available:	32,289,985	33,133,918	23,737,865
Expenditures:			
0	0	0	C
0	0	0	C
0	0	0	C
0	0	0	C
0	0	0	0
0	0	0	C
0	0	0	C
0	0	0	C
Sub-Total detail page	0	0	0
Administration	1,822,851	2,072,166	3,329,141
Public Works	5,659,461	5,679,398	6,650,062
Police Department	7,033,604	7,623,406	7,860,570
Municipal Justice	500,552	564,457	589,720
Community Development	678,635	783,605	878,572
Parks & Community Programs	602,113	722,437	780,149
rune et community rregiume	002,115	722,137	700,112
Transfer to Bond & Interest Fund	1,319,534	1,050,725	1,048,000
Transfer to Bond & Interest Fund Transfer to Capital Projects Fund	4,523,800	5,307,000	5,284,229
Transfer to Risk Management Fund	1,525,600	0,507,000	3,204,223
Transfer to Equipment Reserve	530,000	332,800	600,000
Transfer to Equipment Reserve Transfer to Economic Development	136,000	136,000	266,000
Transfer to Economic Development	130,000	130,000	200,000
	+		
	_		
Cash Forward (2023 column)			6,071,833
Miscellaneous			500,000
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	22,806,551	24,271,995	33,858,276
Unencumbered Cash Balance Dec 31	9,483,434	8,861,923	xxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	29,559,256	31,111,886	33,858,276
·	No	n-Appropriated Balance	
		diture/Non-Appr Balan	
	1	Tax Required	
	Delinquent Comp Rate:		(

CPA Summary			

Adopted Budget	Prior Year	Current Year	Proposed Budget
Debt Service	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	37,204	33,990	34,793
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Transfer from General Fund	1,319,534	1,074,975	1,048,000
Interest on Idle Funds	252	803	1,525
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,319,786	1,075,778	1,049,525
Resources Available:	1,356,990	1,109,768	1,084,318
Expenditures:			
Principal & Interest	1,323,000	1,074,975	1,048,000
	, ,		, i
Cash Basis Reserve (2023 column)			36,318
Miscellaneous			
Does miscellanous exceed 10% of Total Exp			
Total Expenditures	1,323,000	1,074,975	1.084.318
Unencumbered Cash Balance Dec 31	33,990	34,793	xxxxxxxxxxxxxxx
2021/2022/2023 Budget Authority Amount:	1,358,383	1,111,220	1,084,318
	Non-	Appropriated Balance	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Total Expenditu	re/Non-Appr Balance	1,084,318
	1	Tax Required	C
D	elinquent Comp Rate:	0.0%	0
2		2022 Ad Valorem Tax	0

Adopted Budget Library Unencumbered Cash Balance Jan 1 Receipts:	Prior Year Actual for 2021	Current Year Estimate for 2022	Proposed Budget Year for 2023
Unencumbered Cash Balance Jan 1			
			0
Ad Valorem Tax		0	xxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
i			
i			
i			
i			
Miscellaneous			
Does miscellaneous exceed 10% of Total Ex			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	XXXXXXXXXXXXXXXXXX
2021/2022/2023 Budget Authority Amount:	0	0	
		-Appropriated Balance	
	Total Expendit	ure/Non-Appr Balance	0
		Tax Required	
1	Delinquent Comp Rate:	0.0%	0
	Amount of	2022 Ad Valorem Tax	0

CPA Summary			

FUND PAGE FOR FUNDS WITH NO TAXLEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Highway	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	146,465	204,012	225,295
Receipts:			
State of Kansas Gas Tax	653,512	610,480	619,880
County Transfers Gas		0	0
Interest on Idle Funds	1,035	7,803	7,803
Miscellaneous	1,033	7,003	7,003
Does miscellaneous exceed 10% Total Rec			
Total Receipts	654,547	618,283	627,683
Resources Available:	801,012	822,295	852,978
Expenditures:			
Transfer to Capital Projects Fund	597,000	597,000	619,880
Cash Forward (2023 column)			194,950
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	597,000	597,000	814,830
Unencumbered Cash Balance Dec 31	204,012	225,295	38,148
2021/2022/2023 Budget Authority Amount:	647,720	712,225	814,830

Prior Year	Current Year	Proposed Budget
Actual for 2021	Estimate for 2022	Year for 2023
297,790	240,396	207,430
2,845	2,500	2,800
1,842,953	1,917,923	2,076,321
	1,400	2,057
4,671	20,000	30,195
1,850,469	1,941,823	2,111,373
2,148,259	2,182,219	2,318,803
1,870,967	1,932,848	2,014,445
36,896	41,941	45,713
		1,000
		257,645
1,907,863	1,974,789	2,318,803
240,396	207,430	0
2,172,208	2,233,861	2,318,803
	Actual for 2021 297,790 2,845 1,842,953 4,671 1,850,469 2,148,259 1,870,967 36,896 1,907,863 240,396	Actual for 2021 Estimate for 2022 297,790 240,396 2,845 2,500 1,842,953 1,917,923 1,400 4,671 20,000 1,850,469 1,941,823 2,148,259 2,182,219 1,870,967 1,932,848 36,896 41,941 1,907,863 1,974,789 240,396 207,430

CPA Summary			

FUND PAGE FOR FUNDS WITH NO TAXLEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Stormwater Utility	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	238,303	271,231	327,972
Receipts:			
Licenses & Permits	14,140	11,000	11,000
Charges for Services	1,614,391	1,619,676	1,628,000
Interest on Idle Funds	4,397	26,065	45,572
Miscellaneous	,	,	<u> </u>
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,632,928	1,656,741	1,684,572
Resources Available:	1,871,231	1,927,972	2,012,544
Expenditures:			
Transfer to General Fund	600,000	600,000	600,000
Transfer to Capital Projects Fund	1,000,000	1,000,000	1,000,000
Transfer to Bond & Interest Fund			
Cash Forward (2023 column)			412,543
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,600,000	1,600,000	2,012,543
Unencumbered Cash Balance Dec 31	271,231	327,972	1
2021/2022/2023 Budget Authority Amount:	1,803,893	1,951,384	2,012,543

Adopted Budget			
	Prior Year	Current Year	Proposed Budget
Special Parks	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Liquor Tax	140,134	169,092	157,091
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	140,134	169,092	157,091
Resources Available:	140,134	169,092	157,091
Expenditures:			
Transfer to Capital Projects Fund	140,134	169,092	157,091
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	140,134	169,092	157,091
Unencumbered Cash Balance Dec 31	0	0	0
2021/2022/2023 Budget Authority Amount:	136,542	105,117	157,091

		See Tab A	See Tab C	
CPA Summary				
-				

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Special Alcohol	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	14,082	13,672	42,104
Receipts:			
Liquor Tax	140,134	169,092	157,091
Revenue Contingency			25,000
Interest on Idle Funds	77	758	1,393
Miscellaneous			,
Does miscellaneous exceed 10% Total Rec			
Total Receipts	140,211	169,850	183,484
Resources Available:	154,293	183,522	225,588
Expenditures:			
Public Safety	75,411	95,122	125,654
Alcohol Programs	65,210	46,296	74,814
Cash Forward (2023 column)			25,119
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	140,621	141,418	225,587
Unencumbered Cash Balance Dec 31	13,672	42,104	1
2021/2022/2023 Budget Authority Amount:	188,405	172,552	225,587

	Prior Year	Current Year	Proposed Budget
CID-Corinth	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	107,442	145,256	171,535
Receipts:			
Sales Tax	612,766	600,000	650,000
Interest on Idle Funds	367	2,279	4,332
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	613,133	602,279	654,332
Resources Available:	720,575	747,535	825,867
Expenditures:			
Urban Planning & Management	575,319	576,000	825,866
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	575,319	576,000	825,866
Unencumbered Cash Balance Dec 31	145,256	171,535	1
2021/2022/2023 Budget Authority Amount:	587,860	605,257	825,866

CPA Summary		

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
CID-PV Shops	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	112,252	248,046	251,555
Receipts:			
Sales Tax	569,574	575,000	600,000
T. A A. I. I. E I.	450	4.500	5 704
Interest on Idle Funds Miscellaneous	459	4,509	5,704
Does miscellaneous exceed 10% Total Rec			
Total Receipts	570,033	579,509	605,704
Resources Available:	682,285	827,555	857,259
Expenditures:	,	,	,
Urban Planning & Management	434,239	576,000	857,259
Cash Forward (2023 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	434,239	576,000	857,259
Unencumbered Cash Balance Dec 31	248,046	251,555	0
2021/2022/2023 Budget Authority Amount:	539,180	605,704	857,259

	Prior Year	Current Year	Proposed Budget
Transient Guest Tax	Actual for 2021	Estimate for 2022	Year for 2023
Unencumbered Cash Balance Jan 1	55,001	112,831	279,033
Receipts:			
Transient Guest Tax	202,504	280,000	280,000
Interest on Idle Funds	304	1,428	268
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	202,808	281,428	280,268
Resources Available:	257,809	394,259	559,301
Expenditures:			
Urban Planning & Management	144,978	115,226	165,100
Transfer to Capital Projects			365,000
Cash Forward (2023 column)			29,201
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	144,978	115,226	559,301
Unencumbered Cash Balance Dec 31	112,831	279,033	0
2021/2022/2023 Budget Authority Amount:	450,000	225,000	559,301

CPA Summary		

NON-BUDGETED FUNDS (A)

0

(Only the actual budget year for 2021 is reported)

Non-Budgeted Funds-A (1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name: Capital Projects Risk Management Reserve Economic Development **Equipment Reserve** Grants Unencumbered Unencumbered Unencumbered Unencumbered Unencumbered Total Cash Balance Jan 1 9,751,701 Cash Balance Jan 1 249,968 Cash Balance Jan 1 137,281 Cash Balance Jan 1 473,429 Cash Balance Jan 1 544,542 11,156,921 Receipts: Receipts: Receipts: Receipts: Receipts: Intergovernmental 1,746,069 Transfer from General Fund Interest on Idle Funds 583 Trans fr General Fund 571,153 Intergovernmental Trans fr General Fund 4,523,800 Interest on Idle 1,021 Transfer from General F 136,000 Interest on Idle Funds 2,479 597,000 Trans fr Spec Highway Miscellaneous Trans fr Spec Park 140,134 Trans fr Stormwater 1,000,000 Trans fr Eco Devo Bond Proceeds Interest / Misc 57,192 Total Receipts 8,064,195 Total Receipts 1021 Total Receipts 136583 Total Receipts 573631.84 Total Receipts 0 8,775,431 544,542 17,815,896 250,989 273,864 1,047,060 19,932,351 Resources Available: Resources Available: Resources Available: Resources Available: Resources Available: Expenditures: Expenditures: Expenditures: Expenditures: Expenditures: Infrastructure 11,603,631 Insurance Deductibles 35,410 Community Develop 103,046 Equipment Purchases 264,560 Community Develop Total Expenditures 11,603,631 Total Expenditures 35,410 Total Expenditures 103,046 Total Expenditures 264,560 Total Expenditures 0 12,006,648 782,500 544,542 7,925,704 ** Cash Balance Dec 31 6,212,265 Cash Balance Dec 31 215,579 Cash Balance Dec 31 170,818 Cash Balance Dec 31 Cash Balance Dec 31

**Note: These two block figures should agree.

CPA Summary		

2023

**

7,925,704

2023

0

NON-BUDGETED FUNDS (B) (Only the actual budget year for 2021 is reported)

Non-Budgeted F	unds-B		,	,	0 , ,	1					
(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:			
Meadowbrook 7	ΓIF	ARPA			0		0	,	0		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total	1
Cash Balance Dec 31	128,919	Cash Balance Dec 31	0	Cash Balance Dec 31		Cash Balance Dec 31		Cash Balance Dec 31		128,919	
Receipts:		Receipts:		Receipts:		Receipts:	•	Receipts:	•		
Incr Property Tax	1,767,968	Federal Funds	1,701,211								
Interest on Idle Funds	642	Interest on Idle Funds	15								
Miscellaneous											
Total Receipts	1,768,610	Total Receipts	1701226	Total Receipts	0	Total Receipts	0	Total Receipts	0	3,469,836	1
Resources Available:	1,897,530	Resources Available:	1,701,226	Resources Available:	0	Resources Available:	0	Resources Available:	0	3,598,756	
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:	•		•
Urban mgmt & planning	1,342,211	Urban mgmt & planning									
Debt Service	555,250										
Total Expenditures	1,897,461	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	1,897,461	1
Cash Balance Dec 31	69	Cash Balance Dec 31	1,701,226	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	1,701,295	*
		⊒ l		⊒		<u> </u>		ı <u>L</u>		1,701,295	*

** Note: These two block figures should agree.

CPA Summary		

Page No.



City of Prairie Village 2023 Budget Adoption

City Council Meeting
 September 6, 2022



Budget Process Recap

- March 2022: Preliminary 2023 budget goals and objectives reviewed and approved
- April 2022: Insurance cost assumptions and revenue estimates reviewed
- May 2022: Finance Committee reviewed and voted to advance the preliminary 2023 budget
- June 21, 2022: City Council approved the preliminary 2023 budget
- July 18, 2022: City Council approved the notice to Exceed Revenue Neutral Rate and permission to publish the 2023 budget



2023 Budget Highlights

- □ The "all in number" for expenditures in the 2023 General Fund represents an 8.5% increase in comparison to the 2022 Budget \$27,286,443 versus \$ 25,138,229
- □ The total all fund budget is \$51,921,949.
- The Mill Levy rate is 18.322, a reduction of 1 mill from 2022, and meets the 25% fund balance goal.
 - □ We budget the General Fund balance at a 25% target fund balance (25% of revenues less transfers in and less the transfer to the Bond & Interest Fund)
- The recommended budget does exceed the Revenue Neutral Rate and requires a public hearing and resolution.
- The Finance Committee and Council approved \$292,000 in decision package items, among which included an Information Technology FTE, sustainability program management, a citizen survey, an additional mental health co-responder, and outsourced plan review services. In addition, a one-mill reduction was approved, resulting in a decrease of approximately \$493,000 in property tax revenue.



2023 Budget at a Glance

4

Prairie Vill	age 2023 Bud	get at a Glance

Property Tax Mill Levy Rate	18.322
(assuming reduction of 1 mill) Total Assessed Valuation	\$552,359,275
Stormwater Utility Fee per Square Foot of Impervious Area	\$0.04
Total Housing Units	10,417
Population (2021 Estimate)	22,957
Total General Fund Budget	\$27,786,443
Annual City Tax Liability - Avg.	\$899
Monthly City Tax Liability - Avg.	\$75
Outstanding GO Debt as of 12/31/2022	\$10,170,000

Average Prairie Village Home

5

2021 Taxes Levied for 2022 - Average Prairie Village House

Average Home Appraised Value: \$ 380,419

Mill Levies

2021/2022

Assessed Value (11.5%): \$

43,748

			Annual	М	onthly
Prairie Village	19.322	Prairie Village	\$ 845	\$	70
Consol. Fire #2	10.775	Consol. Fire #2	471		39
SM School	51.667	SM School	2,260		188
County	18.564	County	812		68
Library	3.908	Library	171		14
JoCo Park & Rec	3.096	JoCo Park & Rec	135		11
State	1.500	State	66		6
Comm College	9.110	Comm College	399		33
	117.942		\$ 5,159	\$	429

1 mill for the City = \$493,053 (2021 Annual Abstract of Taxes) 1 mill for the average house = \$43.75 (annual)

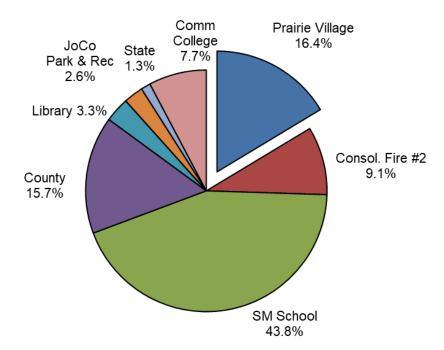


Average Prairie Village Home

	Mill Levy	Average Home	Prairie Village	Prairie Village
Year	Rate	Appraised Value	Annual Cost	Monthly Cost
2017 for 2018	19.311	\$303,463	\$674	\$56.00
2018 for 2019	19.314	\$334,382	\$743	\$62.00
2019 for 2020	19.320	\$359,987	\$800	\$67.00
2020 for 2021	19.321	\$377,986	\$840	\$70.00
2021 for 2022	19.322	\$380,419	\$845	\$70.42
2022 for 2023	18.322	\$426,865	\$899	\$74.92

2021 Taxes Levied for 2022

2021 Taxes Levied for 2022





Mill Levy

Johnson County Cities 2021 Mill Levies On each \$1,000 Tangible Assessed Valuation

			Mill Levy			1
City	City	Fire	Bond & Interest	Stormwater	Other	Total
		1116		Stormwater		
Bonner Springs	29.397		9.017		4.477	42.891
Roeland Park	26.920	10.775	1.627			39.322
Westwood Hills	22.602	10.775	4.000			37.377
Spring Hill C/F	21.364	13.076	1.571		0.277	36.288
Mission Hills	21.962	10.775	0.801			33.538
Westwood	20.700	10.775	0.497			31.972
Fairway	18.636	10.775	1.292			30.703
Prairie Village	19.322	10.775	-			30.097
Edgerton	29.913					29.913
Lenexa	23.073		6.029			29.102
Merriam	26.623		1.042			27.665
Mission	16.369	10.775				27.144
Shawnee	19.680	1.284	5.040			26.004
Olathe C/F	9.945	1.733	9.731		3.049	24.458
Leawood	19.209		4.867			24.076
De Soto	13.202	5.200	4.000			22.402
Gardner	14.048		5.806			19.854
Overland Park	13.615			0.963		14.578

S: 2021 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.





Mill Levy

Johnson County Cities 2021 Mill Levies (Without Fire District) On each \$1,000 Tangible Assessed Valuation

			Mill Levy			
City	City	Fire	Bond & Interest	Stormwater	Other	Total
Bonner Springs	29.397		9.017		4.477	42.891
Spring Hill C/F	21.364	13.076	1.571		0.277	36.288
Edgerton	29.913					29.913
Lenexa	23.073		6.029			29.102
Roeland Park	26.920	-	1.627			28.547
Merriam	26.623		1.042			27.665
Westwood Hills	22.602	-	4.000			26.602
Shawnee	19.680	1.284	5.040			26.004
Olathe C/F	9.945	1.733	9.731		3.049	24.458
Leawood	19.209		4.867			24.076
Mission Hills	21.962	-	0.801			22.763
De Soto	13.202	5.200	4.000			22.402
Westwood	20.700	-	0.497			21.197
Fairway	18.636	-	1.292			19.928
Gardner	14.048		5.806			19.854
Prairie Village	19.322	-	-			19.322
Mission	16.369	-				16.369
Overland Park	13.615			0.963		14.578

S: 2021 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



Revenue Neutral Rate Overview

- During the 2021 Kansas legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate.
- The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation.
- Because the 2023 budget exceeds the Revenue Neutral Rate of 17.247, a hearing is required. The hearing can occur simultaneously with the budget public hearing.
- The Council must consider a resolution to exceed the Revenue Neutral Rate prior to adopting the budget.



Next Steps

11

- September 6 Hold Revenue Neutral Rate and 2023 Budget Public Hearing
- September 6 Adopt Revenue Neutral Rate Resolution
- September 6 Adopt 2023 Budget
- September Finalize 2023 Budget Book and Submit to the GFOA
- October 1 Submission of the budget to the County Clerk by October 1st

ADMINISTRATION



Council Meeting Date: September 6, 2022

COU2022-61 Consider Resolution 2022-14 Approving a Tax Rate of Mill Levy Rate in Excess of the Revenue Neutral Rate for the 2023 Budget Year

SUGGESTED MOTION

Move to approve a Resolution Approving a Tax Rate or Mill Levy Rate in Excess of the Revenue Neutral Rate for the 2023 Budget Year.

BACKGROUND

Over the last several months the Council and staff have worked to develop the 2023 budget. The Governing Body approved the preliminary budget on June 21 and approved the notice to exceed the Revenue Neutral Rate on July 18. The budget maintains the same level of services as the 2022 Budget and adds in certain decision package items. Funding the budget with existing services and approved decision packages allows for a one-mill decrease in the mill levy rate, but it does exceed the Revenue Neutral Rate due to revenue that will be received from increased property valuations. The 2023 recommended budget has a total mill rate of 18.322, one mill lower than the 2022 rate of 19.322.

Per Senate Bill 13, the recommended budget requires a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate would be 17.247 mills. Since the recommended budget requires 18.322 mills, a public hearing was required. Notice of intent to exceed the revenue neutral rate was provided to the County Clerk before July 20th and the notice was published on July 26th, 2022.

The public hearing will occur during the Tuesday, September 6, 2022 meeting. The adoption of the 2023 budget will occur following the adoption of the Revenue Neutral Rate resolution.

ATTACHMENTS:

Resolution of Approval to Exceed Revenue Neutral Rate

Prepared By:

Nicole Lee, Deputy City Administrator

Date: August 30, 2022

RESOLUTION NO. 2022-14

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, APPROVING A TAX RATE OR MILL LEVY RATE IN EXCESS OF THE REVENUE NEUTRAL RATE FOR THE 2023 BUDGET YEAR.

WHEREAS, pursuant to 2021 Kansas Senate Bill No. 13, as amended by 2021 Kansas House Bill 2104, as the same may be codified (the "<u>Act</u>"), the Clerk of Johnson County, Kansas, has calculated and notified the City of Prairie Village, Kansas (the "<u>City</u>") that, for the City's 2023 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 17.247 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

WHEREAS, the Act further provides that no tax rate in excess of the revenue neutral rate shall be levied by the Governing Body of the City except in accordance with procedures established under the Act:

WHEREAS, the Governing Body of the City adopted Resolution No. 2022-13 on July 18, 2022, calling for a public hearing considering exceeding the revenue neutral rate to be held by the Governing Body on September 6, 2022;

WHEREAS, the public hearing was held on September 6, 2022, with an opportunity for all interested persons to be heard regarding the matter of exceeding the revenue neutral rate; and

WHEREAS, in accordance with the provisions of the Act, at such public hearing and after the Governing Body heard from interested taxpayers, the Governing Body voted on and approved this Resolution by majority vote of the Governing Body.

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

Section 1. Approval to Exceed Revenue Neutral Rate; Approved Tax Rate. Pursuant to the Act, the City, by and through its Governing Body, hereby approves exceeding the revenue neutral rate. The City's approved tax/mill levy rate for the 2023 budget year is 18.322 mills, which amount does not exceed the amount of the proposed tax rate set forth in Resolution No. 2022-13.

Effective Date This resolution shall be effective upon its adoption by the

Governing Body of the City of Prairies	irie Village, Kansas.
ADOPTED this day of	, 2022, by majority vote of the Governing Body.
	Eric Mikkelson, Mayor
ATTEST:	
Adam Geffert, City Clerk	

Section 2

ADMINISTRATION



Council Meeting Date: September 6, 2022

COU2022-62

Consider 2023 Budget Adoption

RECOMMENDATION

The City Council adopt the 2023 Budget.

SUGGESTED MOTION

Move that the City Council adopt the 2023 Budget as certified in the amount of \$42,713,874 with ad valorem tax in the amount of \$10,120,411.

BACKGROUND

Over the last several months the Council and staff have worked to develop the 2023 budget. The Governing Body approved the preliminary budget on June 21 and approved the notice to exceed the Revenue Neutral Rate on July 18. The budget maintains the same level of services as the 2022 Budget and adds in certain decision package items. Funding the budget with existing services and approved decision packages allows for a one-mill decrease in the mill levy rate, but it does exceed the Revenue Neutral Rate due to revenue that will be received from increased property valuations. The 2023 recommended budget has a total mill rate of 18.322, one mill lower than the 2022 rate of 19.322.

The City will hold the required Revenue Neutral Rate and 2023 Budget Hearing on September 6, prior to adopting a Resolution to Exceed the Revenue Neutral Rate. Both steps must occur prior to budget adoption.

Once submitted to the County Clerk the budget sets the budget authority for each fund. The City is authorized by K.S.A. 79-2929a to amend the budget before December 31 to spend money not in the original budget. The additional expenditures must be made from existing revenue and cannot require additional tax levies.

Additional budget information can be found on the <u>City's website</u> or in the attached 2023 Budget Book.

ATTACHMENTS:

• 2023 Recommended Budget Document

Prepared By:

Nickie Lee, Deputy City Administrator

Date: August 30, 2022

2023 BUDGET City of Prairie Village, Kansas

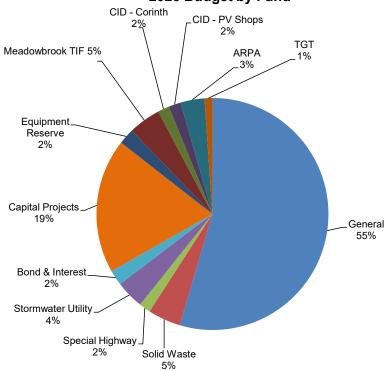
Recommended 2023 Budget

September 6, 2022



2023 Budget by Fund												
Fund	2	2020 Actual		2021 Actual	2	022 Budget	2	2023 Budget				
General	\$	21,996,899	\$	22,724,346	\$	25,638,229	\$	27,786,443				
Solid Waste		1,852,064		1,907,863		2,233,862		2,318,803				
Special Highway		600,397		597,000		712,225		814,830				
Stormwater Utility		1,565,000		1,600,000		1,951,384		2,012,544				
Special Parks & Rec		109,748		140,134		105,117		157,091				
Special Alcohol		181,779		140,620		172,552		225,587				
Bond & Interest		1,320,850		1,323,000		1,111,220		1,084,318				
Capital Projects		12,866,039		11,603,631		8,436,000		9,555,000				
Risk Management Reserve		29,956		35,410		218,142		181,795				
Economic Development		75,942		103,046		272,687		432,197				
Equipment Reserve		687,397		264,560		345,537		1,125,570				
Meadowbrook TIF		1,574,523		1,897,461		1,353,974		2,280,255				
CID - Corinth		540,834		575,319		605,257		825,866				
CID - PV Shops		611,488		434,239		605,704		857,259				
ARPA		-		-		-		1,705,090				
Transient Guest Tax		-		144,978		225,000		559,301				
Total	\$	44,012,915	\$	43,491,609	\$	43,986,890	\$	51,921,949				

2023 Budget by Fund



Note: The following funds are not included in the graph because they account for less than 1% of the total budgeted expenditures - Special Parks & Recreation, Special Alcohol, Risk Management, and Economic Development.

Total Sources 22,124,338 24,681,897 23,906,014 23,650,482 24,996,353		General Fund													
Revenues:		2020	2021	2022	2022	2023									
Revenues:		Actual	Actual	Budget	Estimate	Budget									
Property Taxes	Fund Balance 1/1	\$ 7,480,651	\$ 7,608,090	\$ 7,591,246	\$ 9,565,634										
Sales Taxes	Revenues:														
Les Tax	Property Taxes	8,179,161	8,667,704	9,110,562	9,110,562	9,637,244									
Motor Vehicle Tax	Sales Taxes	5,446,984	6,098,163	5,570,000	5,570,000	5,675,000									
Liquor Tax 109,748 140,134 105,052 169,092 157,091 Franchise Fees 1,842,970 1,871,289 1,905,797 1,096,603 1,871,238 Licenses & Permits 728,297 835,741 854,383 830,403 963,883 Charges for Services 1,722,975 1,788,547 1,851,162 1,849,587 1,870,708 Fines & Fees 694,724 4829,111 868,762 262,056 758,700 Recreational Fees 29,745 414,560 424,650 401,650 400,350 Interest on Investments 139,674 40,554 134,608 120,111 113,622 Miscellaneous 106,270 139,467 130,622 119,005 146,479 Total Revenue 21,559,338 24,081,897 23,306,014 23,050,482 24,396,553 Transfer from Stormwater Utility Fund 565,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 <td< td=""><td>Use Tax</td><td>1,811,879</td><td>2,458,591</td><td>1,554,004</td><td>1,554,004</td><td>1,940,000</td></td<>	Use Tax	1,811,879	2,458,591	1,554,004	1,554,004	1,940,000									
Franchise Fees 1.842,970 1.871,269 1.905,797 1.906,603 1.871,238 Licenses & Permits 728,297 835,741 854,383 830,403 963,883 Charges for Services 1,722,975 1,788,547 1,851,162 1,849,587 1,870,708 Fines & Fees 694,784 829,111 868,762 623,056 758,700 Recreational Fees 29,745 414,550 424,650 401,650 400,350 Interest on Investments 139,674 40,534 134,608 120,111 113,622 Miscellaneous 106,270 139,467 130,622 119,005 146,479 Total Revenue 21,559,338 24,081,897 23,306,014 23,050,482 24,396,353 Transfer from Other funds: Transfer from Stormwater Utility Fund 565,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 600,000 <td></td> <td>,</td> <td>,</td> <td>,</td> <td>,</td> <td>,</td>		,	,	,	,	,									
Licenses & Permits 728,297 835,741 854,383 830,403 963,883 Charges for Services 1,722,975 1,788,547 1,851,162 1,849,587 1,870,708 1,870,708 1,849,587 1,849,587 1,870,708 1,849,587 1,849,587 1,870,708 1,849,587 1,870,708 1,849,587 1,870,708 1,849,587 1,870,708 1,849,587 1,870,708 1,849,587 1,870,708 1,849,587 1,849,	•	,	,	,	,	,									
Charges for Services 1,722,975 1,788,547 1,851,162 1,845,877 1,870,708 Fines & Fees 694,784 829,111 868,762 623,056 758,700 Recreational Fees 29,745 414,550 424,650 401,655 400,350 Interest on Investments 139,674 40,534 134,608 120,111 113,622 Miscellaneous 106,270 139,467 130,622 119,005 146,479 Total Revenue 21,559,338 24,081,897 23,306,014 23,050,482 24,396,353 Transfer from Other funds: Transfer from Stornwater Utility Fund 565,000 600,000															
Fines & Fees		·			· ·										
Recreational Fees 29,745	· ·		, ,	, ,	, ,	, ,									
Interest on Investments		·		·											
Miscellaneous 106,270 139,467 130,622 119,005 146,479 Total Revenue 21,559,338 24,081,897 23,306,014 23,050,482 24,396,353 Transfers from Other funds:		,				,									
Total Revenue 21,559,338 24,081,897 23,306,014 23,050,482 24,396,353 Transfers from Other funds: Transfer from Stormwater Utility Fund Total 565,000 600,000		,	,	,		,									
Transfers from Other funds: Transfer from Stormwater Utility Fund 565,000 600,000 <t< td=""><td>Miscellaneous</td><td>106,270</td><td>139,467</td><td>130,622</td><td>119,005</td><td>146,479</td></t<>	Miscellaneous	106,270	139,467	130,622	119,005	146,479									
Transfer from Stormwater Utility Fund Total 565,000 600,000	Total Revenue	21,559,338	24,081,897	23,306,014	23,050,482	24,396,353									
Total 565,000 600,000 600,000 600,000 600,000 Total Sources 22,124,338 24,681,897 23,906,014 23,650,482 24,996,353 Expenditures: Personnel Services 10,740,208 10,922,259 11,911,253 11,673,028 13,301,167 Contract Services 3,972,364 4,247,731 5,284,151 4,678,468 5,531,597 Commodities 581,970 705,568 840,850 824,033 939,500 Capital Outlay 192,633 339,454 275,450 269,941 315,950 Contingency - - - 500,000 - 500,000 Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfer to Other Funds: Transfer to Expenditures 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Risk Management Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Economic Development Fund	Transfers from Other funds:														
Total Sources 22,124,338 24,681,897 23,906,014 23,650,482 24,996,353	Transfer from Stormwater Utility Fund	565,000	600,000	600,000	600,000	600,000									
Expenditures: Personnel Services 10,740,208 10,922,259 11,911,253 11,673,028 13,301,167 Contract Services 3,972,364 4,247,731 5,284,151 4,678,468 5,531,597 Commodities 581,970 705,568 840,850 824,033 939,500 Capital Outlay 192,633 339,454 275,450 269,941 315,950 Contingency 500,000 - 500,000 Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfers to Other Funds: Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000	Total	565,000	600,000	600,000	600,000	600,000									
Personnel Services 10,740,208 10,922,259 11,911,253 11,673,028 13,301,167 Contract Services 3,972,364 4,247,731 5,284,151 4,678,468 5,531,597 Commodities 581,970 705,568 840,850 824,033 939,500 Capital Outlay 192,633 339,454 275,450 269,941 315,950 Contingency - - - 500,000 - 500,000 Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfer to Capital Infrastructure Funds: Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Economic Development Fund 35,000 - <	Total Sources	22,124,338	24,681,897	23,906,014	23,650,482	24,996,353									
Contract Services 3,972,364 4,247,731 5,284,151 4,678,468 5,531,597 Commodities 581,970 705,568 840,850 824,033 939,500 Capital Outlay 192,633 339,454 275,450 269,941 315,950 Contingency - - - 500,000 - 500,000 Total Expenditures Transfer to Other Funds: Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 - <td>Expenditures:</td> <td></td> <td></td> <td></td> <td></td> <td></td>	Expenditures:														
Commodities 581,970 705,568 840,850 824,033 939,500 Capital Outlay 192,633 339,454 275,450 269,941 315,950 Contingency - - 500,000 - 500,000 Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfer to Other Funds: Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 -<	Personnel Services	10,740,208	10,922,259	11,911,253	11,673,028	13,301,167									
Capital Outlay 192,633 339,454 275,450 269,941 315,950 Contingency - - 500,000 - 500,000 Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfers to Other Funds: Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 -	Contract Services	3,972,364	4,247,731	5,284,151	4,678,468	5,531,597									
Contingency - - 500,000 - 500,000 Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfers to Other Funds:	Commodities	581,970	705,568	840,850	824,033	939,500									
Total Expenditures 15,487,176 16,215,012 18,811,704 17,445,470 20,588,214 Transfers to Other Funds: Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 Transfer to Economic Development Fund 65,000 136,000 136,000 136,000 266,000 Transfer to Equipment Reserve Fund 455,385 530,000 332,800 332,800 600,000 Total 6,509,723 6,509,334 6,826,525 6,826,525 7,198,229 Total Uses 21,996,899 22,724,346 25,638,229 24,271,995 27,786,443 Sources Over(Under) Uses 127,439 1,957,551 (1,732,215) (621,513) (2,790,090)	Capital Outlay	192,633	339,454	275,450	269,941	315,950									
Transfers to Other Funds: Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 - - - - - - - Transfer to Economic Development Fund 65,000 136,000 136,000 136,000 266,000 Transfer to Equipment Reserve Fund 455,385 530,000 332,800 332,800 600,000 Total 6,509,723 6,509,334 6,826,525 6,826,525 7,198,229 Total Uses 21,996,899 22,724,346 25,638,229 24,271,995 27,786,443 Sources Over(Under) Uses 127,439 1,957,551 (1,732,215) (621,513) (2,790,090)	Contingency		-	500,000	-	500,000									
Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 -	Total Expenditures	15,487,176	16,215,012	18,811,704	17,445,470	20,588,214									
Transfer to Capital Infrastructure Fund 4,653,109 4,523,800 5,307,000 5,307,000 5,284,229 Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 -	Transfers to Other Funds:														
Transfer to Bond & Interest Fund 1,301,229 1,319,534 1,050,725 1,050,725 1,048,000 Transfer to Risk Management Fund 35,000 - <		4,653.109	4,523.800	5,307.000	5,307,000	5,284,229									
Transfer to Risk Management Fund 35,000 -	•	, ,	, ,	, ,	, ,	, ,									
Transfer to Economic Development Fund Transfer to Equipment Reserve Fund Total 65,000 136,000 332,800 332,800 332,800 600,000 332,800 600,000		, ,	, ,	-	-										
Transfer to Equipment Reserve Fund Total 455,385 (530,000) 530,000 (332,800) 332,800 (600,000) 600,000 (600,000) Total Uses 21,996,899 22,724,346 25,638,229 24,271,995 27,786,443 Sources Over(Under) Uses 127,439 1,957,551 (1,732,215) (621,513) (2,790,090)	· · · · · · · · · · · · · · · · · · ·		136,000	136,000	136,000	266,000									
Total 6,509,723 6,509,334 6,826,525 6,826,525 7,198,229 Total Uses 21,996,899 22,724,346 25,638,229 24,271,995 27,786,443 Sources Over(Under) Uses 127,439 1,957,551 (1,732,215) (621,513) (2,790,090)	•			,	,	,									
Sources Over(Under) Uses 127,439 1,957,551 (1,732,215) (621,513) (2,790,090)	· ·			,		7,198,229									
	Total Uses	21,996,899	22,724,346	25,638,229	24,271,995	27,786,443									
Fund Balance @ 12/31 \$ 7,608,090 \$ 9,565,634 \$ 5,859,031 \$ 8,944,122 \$ 6,154,032	Sources Over(Under) Uses	127,439	1,957,551	(1,732,215)	(621,513)	(2,790,090)									
	Fund Balance @ 12/31	\$ 7,608,090	\$ 9,565,634	\$ 5,859,031	\$ 8,944,122	\$ 6,154,032									

Funding Sources: Property tax, sales tax, franchise fees, grants from other governments, user fees and charges.

Expenditures: General operating expenditures and a portion of infrastructure improvement expenditures.

Solid Waste Management Fund

	2020 2021 2022 Actual Actual Budget		2022 Budget	2022 Estimate	2023 Budget		
Fund Balance 1/1	\$	187,024	\$ 297,790	\$	273,212	\$ 240,396	\$ 207,430
Revenues:							
Licenses & Permits		5,058	2,845		2,500	2,500	2,800
Charges for Services		1,911,831	1,842,953		1,918,150	1,917,923	2,076,321
Interest on Investments		45,941	4,671		40,000	20,000	30,195
Miscellaneous					-	1,400	2,057
Total Revenue		1,962,830	1,850,469		1,960,650	1,941,823	2,111,373
Total Sources		1,962,830	1,850,469		1,960,650	1,941,823	2,111,373
Expenditures:							
Personnel Services		34,818	36,896		41,941	41,941	45,713
Contract Services		1,817,246	1,870,967		1,930,026	1,932,848	2,014,445
Commodities		-	-		1,500	-	1,000
Contingency		-	-		260,395	-	257,645
Total Expenditures		1,852,064	1,907,863		2,233,862	1,974,789	2,318,803
Total Uses		1,852,064	1,907,863		2,233,862	1,974,789	2,318,803
Sources Over(Under) Uses		110,766	(57,394)		(273,212)	(32,966)	(207,430)
Fund Balance @ 12/31	\$	297,790	\$ 240,396	\$	-	\$ 207,430	\$

Funding Sources: Special assessments on property tax bills.

Expenditures: In 2017 the City contracted with Republic Trash Services for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies. The 2023 budget includes a 3.25% contractual increase and the inclusion of \$2 per month to fund annual mattress recycling.

2018 Assessment: \$192.00 2019 Assessment: \$207.00 2020 Assessment: \$228.00 2021 Assessment: \$218.00 2022 Assessment: \$227.00 2023 Assessment: \$245.00

Special Highway Fund										
Fund Balance 1/1	2020 2021 2022 Actual Actual Budget \$ 161,680 \$ 146,465 \$ 132,4							2022 stimate 204.012	2023 Budget	
Fully Balance 1/1	Þ	101,000	Ф	140,400	Ф	132,405	\$	204,012	\$ 187,147	
Revenues:										
Intergovernmental		570,612		653,512		573,320		572,332	619,880	
Interest on Investments		14,570		1,035		6,500		7,803	7,803	
Total Revenue		585,182		654,547		579,820		580,135	627,683	
Total Sources		585,182		654,547		579,820		580,135	627,683	
Expenditures:										
Contingency		-		-		50,720		-	194,950	
Total Expenditures		-		-		115,225		-	194,950	
Transfers to Other Funds:										
Transfer to Capital Infrastructure Fund		600,397		597,000		597,000		597,000	619,880	
Total		600,397		597,000		597,000		597,000	619,880	
Total Uses		600,397		597,000		712,225		597,000	814,830	
Sources Over(Under) Uses		(15,215)		57,547		(132,405)		(16,865)	(187,147)	
Fund Balance @ 12/31	\$	146,465	\$	204,012	\$	-	\$	187,147	\$ -	

Funding Sources: State gasoline tax (per gallon)

Expenditures: Transfer to the Capital Infrastructure Fund for street improvements.

Stormwater Utility Fund										
	2020 Actual			2021 Actual		2022 Budget	2022 Estimate	2023 Budget		
Fund Balance 1/1	\$	133,165	\$	238,303	\$	269,031	\$ 271,231	\$ 327,972		
Revenues:										
Licenses & Permits		14,000		14,140		11,000	11,000	11,000		
Charges for Services		1,602,404		1,614,391		1,619,676	1,619,676	1,628,000		
Interest on Investments		53,733		4,397		51,677	26,065	45,572		
Total Revenue		1,670,138		1,632,928		1,682,353	1,656,741	1,684,572		
Total Sources		1,670,138		1,632,928		1,682,353	1,656,741	1,684,572		
Expenditures:										
Contingency		-		-		351,384	-	412,544		
Total Expenditures		-		-		351,384	-	412,544		
Transfers to Other Funds:										
Transfer to General Fund Transfer to Bond & Interest Fund		565,000		600,000		600,000	600,000	600,000		
Transfer to Capital Infrastructure Fund		1,000,000		1,000,000		1,000,000	1,000,000	1,000,000		
Total		1,565,000		1,600,000		1,600,000	1,600,000	1,600,000		
Total Uses		1,565,000		1,600,000		1,951,384	1,600,000	2,012,544		
Sources Over(Under) Uses		105,138		32,928		(269,031)	56,741	(327,972)		
Fund Balance @ 12/31	\$	238,303	\$	271,231	\$	-	\$ 327,972	\$ -		

Funding Sources: Special assessments on the property tax bills - fee per square foot of impervious area (\$0.040/sq. ft.)

Expenditures: Operation and maintenance of the City's stormwater system in accordance with NPDES guidelines.

Notes: The stormwater utility fee was a new revenue source in 2009. The fee is dedicated to funding the City's stormwater program and compliance with NPDES guidelines.

Special Park & Recreation Fund									
	2020 Actual			2021 Actual		2022 Judget	2022 Estimate		2023 Budget
Fund Balance 1/1	\$	-	\$	-	\$	-	\$ -	\$	-
Revenues:									
Liquor Tax		109,748		140,134		105,052	169,09	2	157,091
Interest on Investments		-		-		65	-		-
Total Revenue		109,748		140,134		105,117	169,09	2	157,091
Total Sources		109,748		140,134		105,117	169,09	2	157,091
Expenditures:									
Contingency		-		-		117	-		-
Total Expenditures		-		-		117	-		-
Transfers to Other Funds:									
Transfer to Capital Infrastructure Fund		109,748		140,134		105,000	169,09		157,091
Total		109,748		140,134		105,000	169,09	2	157,091
Total Uses		109,748		140,134		105,117	169,09	2	157,091
Sources Over(Under) Uses		-		-		-	-		
Fund Balance @ 12/31	\$	-	\$	-	\$	-	\$ -	\$	<u>-</u>

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Park and pool improvements.

Spe	ecia	l Alcoho	ol I	Fund						
	2020 Actual		2021 Actual			2022 Budget	2022 Estimate		2023 Budget	
Fund Balance 1/1	\$	84,674	\$	14,082	\$	-	\$	13,672	\$	42,104
Revenues:										
Liguor Tax		109.748		140,134		105,052		169,092		157,091
Interest on Investments		1,439		77		2,500		758		1,393
Miscellaneous		-		-		65,000		-		25,000
Total Revenue		111,187		140,211		172,552		169,850		183,484
Total Sources		111,187		140,211		172,552		169,850		183,484
Expenditures:										
Personnel Services		96,722		60,202		100,128		95,122		108,754
Contract Services		71,187		65,210		71,115		46,296		74,814
Commodities		13,870		15,209		-		-		16,900
Capital Outlay		-		-		-		-		-
Contingency		-		-		1,309		-		25,119
Total Expenditures		181,779		140,620		172,552		141,418		225,587
Total Uses		181,779		140,620		172,552		141,418		225,587
Sources Over(Under) Uses		(70,592)		(409)		-		28,432		(42,103)
Fund Balance @ 12/31	\$	14,082	\$	13,672	\$	-	\$	42,104	\$	1

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Alcohol rehabilitation, including grants to local agencies through United Community Services and partial funding of the City's D.A.R.E. Program and mental health co-responder contract.

		Bond	. & t	Interest Fu	une				
		2020 Actual		2021 Actual		2022 Budget	2022 Estimate	2023 Budget	
Fund Balance 1/1	\$	55,472	\$	37,204	\$	34,738	\$ 33,990	\$ 34,793	
Revenues:									
Property Taxes		-		-		-	-	-	
Motor Vehicle Tax		-		-		-	-	-	
Interest on Investments		1,353		252		1,507	803	1,525	
Total Revenue		1,353		252		1,507	803	1,525	
Transfers from Other funds: Transfer from General Fund Transfer from Stormwater Fund		1,301,229		1,319,534 -		1,074,975	1,074,975	1,048,000	
Total		1,301,229		1,319,534		1,074,975	1,074,975	1,048,000	
Total Sources		1,302,582		1,319,786		1,076,482	1,075,778	1,049,525	
Expenditures:									
Debt Service		1,320,850		1,323,000		1,074,975	1,074,975	1,048,000	
Contingency		-		-		36,245	-	36,318	
Total Expenditures	_	1,320,850		1,323,000		1,111,220	1,074,975	1,084,318	
Total Uses		1,320,850		1,323,000		1,111,220	1,074,975	1,084,318	
Sources Over(Under) Uses		(18,268)		(3,214)		(34,738)	803	(34,793)	
Fund Balance @ 12/31	\$	37,204	\$	33,990	\$	-	\$ 34,793	\$ -	

Funding Sources: Property tax, motor vehicle tax, transfers from General Fund

Expenditures: Debt service payments on the City's outstanding General Obligation bonds.

Notes: The City's outstanding bonds will be paid off in 2049.

	C	apital Infra	str	ucture Fun	d			
		2020 Actual		2021 Actual		2022 Budget	2022 Estimate	2023 Budget
Fund Balance 1/1	\$	10,735,605	\$	9,751,701	\$	9,000,258	\$ 6,212,266 \$	5,677,822
Revenues:								
Intergovernmental		5,422,283		1,746,069		805,000	805,000	1,878,800
Bond Proceeds		-		-		-	-	-
Interest on Investments		147,653		61,402		60,000	60,000	87,447
Miscellaneous		44,133		3,800		1,000	1,000	1,000
Net Inc/Decr in Fair Value		(95,187)		(8,010)		-	=	=
Total Revenue		5,518,882		1,803,261		866,000	866,000	1,967,247
Transfers from Other funds:								
Transfer from General Fund		4,653,109		4,523,800		5,319,000	5,319,000	5,284,229
Transfer from Special Highway Fund		600,397		597,000		597,000	597,000	619,880
Transfer from Stormwater Utility Fund		1,000,000		1,000,000		1,000,000	1,000,000	1,000,000
Transfer from Special Parks & Rec Fund		109,748		140,134		105,000	119,557	157,091
Transfer from Transient Guest Tax Fund		-		-		-	-	365,000
Transfer from Economic Development Fund		-		-		-	-	250,000
Total		6,363,254		6,260,934		7,021,000	7,035,557	7,676,200
Total Sources		11,882,136		8,064,195		7,887,000	7,901,557	9,643,447
Expenditures:								
Infrastructure		12,866,039		11,603,631		8,436,000	8,436,000	9,555,000
Total Expenditures		12,866,039		11,603,631		8,436,000	8,436,000	9,555,000
Total Uses		12,866,039		11,603,631		8,436,000	8,436,000	9,555,000
Sources Over(Under) Uses		(983,904)		(3,539,436)		(549,000)	(534,443)	88,447
Fund Balance @ 12/31	\$	9,751,701	\$	6,212,266	\$	8,451,258	\$ 5,677,822 \$	5,766,269

Funding Sources: Transfers from the General Fund, Stormwater Utility Fund, Special Parks & Recreation Fund, Economic Development Fund, Transient Guest Tax Fund, and grants from other governments

Expenditures: Capital Infrastructure Program - Please see the CIP Section of this document for the detailed plan including projects and programs.

Capital Infrastructure Fund

CIP Expenditure Total = \$9,555,000

2023 PROJECT DESCRIPTION	2023 EXPENDITURES
Park Infrastructure Reserve	\$105,000
Taliaferro Play Elements	\$165,000
Lighting at Skate Park and Weltner Basketball Court	\$105,000
Park Signage	\$90,000
Harmon Park Pavilion and Restroom	\$845,000
Halfilon Faik Favillon and Nestroom	φ043,000
PARK TOTAL PER YEAR	\$1,310,000
Water Discharge Program Reserve	\$20,000
Drainage Repair Program	\$900,000
DRAINAGE TOTAL PER YEAR	\$920,000
Residential Street Rehabilitation Program	\$3,166,000
UBAS Overlay Program	\$400,000
Nall Ave - 67th St to 75th St (CARS & OP)	\$2,584,000
Mission Rd - 63rd St to 67th Ter (CARS)	\$85,000
Nall Ave - 75t St to 79th St (CARS)	\$110,000
Roe Ave - N City Limit to 63rd St	\$5,000
STREET TOTAL PER YEAR	\$6,350,000
Building Reserve	\$50,000
City Hall Remodel	\$300,000
BUILDINGS TOTAL PER YEAR	\$350,000
ADA Compliance Program Reserve	\$25,000
Concrete Repair Program	\$600,000
OTHER TOTAL PER YEAR	\$625,000
CIP TOTAL	\$9,555,000

Risk Management Reserve Fund										
		2020 Actual		2021 Actual	2022 Budget	2022 Estimate			2023 Sudget	
Fund Balance 1/1	\$	231,311	\$	249,968	\$ 210,395	\$	215,579	\$	178,687	
Revenues:										
Interest on Investments		5,194		1,021	7,747		3,108		3,108	
Miscellaneous		8,418		-	-		-		-	
Total Revenue		13,612		1,021	7,747		3,108		3,108	
Transfers from Other funds:										
Transfer from General Fund		35,000		-	-		-		-	
Transfer from Special Alcohol Fund		-		-	-		-			
Total		35,000		-	-		-		-	
Total Sources		48,612		1,021	7,747		3,108		3,108	
Expenditures:										
Contract Services		29,956		35,410	40,000		40,000		40,000	
Risk Management Reserve		-		-	178,142		-		141,795	
Total Expenditures		29,956		35,410	218,142		40,000		181,795	
Total Uses		29,956		35,410	218,142		40,000		181,795	
Sources Over(Under) Uses		18,657		(34,389)	(210,395)		(36,892)		(178,687)	
Fund Balance @ 12/31	\$	249,968	\$	215,579	\$ -	\$	178,687	\$		

Funding Sources: Transfers from the General Fund, insurance claim reimbursements, interest on idle funds

Expenditures: Risk management related expenditures, such as insurance deductibles

E	conomic D	evelopmen	t Fund		
	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Budget
Fund Balance 1/1	\$ 146,721	\$ 137,281	\$ 136,120	\$ 170,819	\$ 165,502
Revenues:					
Interest on Investments	1,502	583	567	1,043	695
Total Revenue	1,502	583	567	1,043	695
Transfers from Other funds:					
Transfer from General Fund	65,000	136,000	136,000	136,000	266,000
Total	65,000	136,000	136,000	136,000	266,000
Total Sources	66,502	136,583	136,567	137,043	266,695
Expenditures:					
Contract Services: Exterior and	75.040	100.010	04.000	440.000	404.000
Sustainability Grant Programs Contract Services: Property Tax Rebate	75,942	103,046	94,000	142,360	104,000 20.000
Harmon Park	-	-	-	-	250,000
Contingency	-	-	178,687	-	58,197
Total Expenditures	75,942	103,046	272,687	142,360	432,197
Total Uses	75,942	103,046	272,687	142,360	432,197
Sources Over(Under) Uses	(9,440) 33,538	(136,120)	(5,317)	(165,502)
Fund Balance @ 12/31	\$ 137,281	\$ 170,819	\$ -	\$ 165,502	\$ -

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Used for activities that foster and promote economic development within the City per Ordinance No. 2153.

Economic Development Fund Allocation	2022 Bud	2022 Est	2023 Bud
Beginning balance	\$136,120	\$170,819	\$165,502
Interest	567	1,043	695
Transfer from General Fund (Public Safety Sales Tax & Minor Home Repair)	136,000	136,000	266,000
City Owned Art Restoration (clean, repair, replace & restore @ \$50,000)	-	(20,860)	-
Exterior Grant Program	(74,000)	(74,000)	(74,000)
Sustainability Grant Program	(20,000)	(20,000)	(30,000)
Potential Survey	-	(27,500)	-
Property tax rebate program	-	-	(20,000)
Harmon Park	-	-	(250,000)
Contingency	(178,687)	-	(58,197)
Total	\$0	\$165,502	\$0

Ε	quipment	Reserve	Fund		
	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Budget
Fund Balance 1/1	\$ 699,272	\$ 473,429	\$ 9,617	\$ 782,500	\$ 522,118
Revenues:					
Interest on Investments	6,168	2,479	3,120	4,324	3,452
Total Revenue	6,168	2,479	3,120	4,324	3,452
Transfers from Other funds:					
Transfer from General Fund	455,385	571,153	332,800	332,800	600,000
Total	455,385	571,153	332,800	332,800	600,000
Total Sources	461,553	573,632	335,920	337,124	603,452
Expenditures:					
Capital Outlay	687,397	264,560	286,000	597,506	598,750
Contingency	-	-	59,537	-	526,820
Total Expenditures	687,397	264,560	345,537	597,506	1,125,570
Total Uses	687,397	264,560	345,537	597,506	1,125,570
Sources Over(Under) Uses	(225,843)	309,071	(9,617)	(260,382)	(522,118)
Fund Balance @ 12/31	\$ 473,429	\$ 782,500	\$ -	\$ 522,118	\$ -

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Fund Plan

Equipment Reserve Expenditure Total = \$598,750

2023 PROJECT DESCRIPTION	2023 EXPENDITURES
PD Laptop Replacement (2023 - 2024 project)	\$20,000
Server Replacement	\$10,000
PD Radio Replacement (2027 project)	\$50,000
PD In car video / BWC (2025 project)	\$20,000
Traffic Camera/Fixed Location License Plate Reader	\$50,000
Switches (Network)	\$15,000
Network Back Up (DATTO) Recovery	\$45,000
Springbrook Financial System Cloud Migration	\$15,750
Citywide Laptop/Computer Replacement	\$25,000
City Hall Camera Replacement	\$10,000
Livescan Fingerprint Machine	\$17,000
Security Incident Event Management	\$50,000
Record Digitization (Microfilm/Laserfiche)	\$30,000
TOTAL	\$357,750
Public Works Equipment	
PW Mower (Annual)	\$16,000
PW Internat'l Dump Truck (Annual)	\$225,000
TOTAL	\$241,000
EQUIPMENT RESERVE TOTAL	\$598,750

		Mead	owl	brook TIF	Fui	nd		
	2020 Actual			2021 Actual		2022 Budget	2022 Estimate	2023 Budget
Fund Balance 1/1	\$	137,750	\$	128,919	\$	128,919	\$ 69	\$ 69,711
Revenues:								
Incremental Property Taxes		1,559,039		1,767,968		1,219,711	2,106,200	2,205,200
Interest on Investments		6,653		642		5,344	642	5,344
Total Revenue		1,565,693		1,768,611		1,225,055	2,106,842	2,210,544
Expenditures:								
Contract Services		1,184,824		1,342,211		373,480	2,037,200	10,000
Debt Service (Payment to Trustee)		389,699		555,250		851,575	-	2,136,200
Contingency (TIF Commercial Balance)		-		-		128,919	-	134,055
Total Expenditures		1,574,523		1,897,461		1,353,974	2,037,200	2,280,255
Total Uses		1,574,523		1,897,461		1,353,974	2,037,200	2,280,255
Sources Over(Under) Uses		(8,831)		(128,851)		(128,919)	69,642	(69,711)
Fund Balance @ 12/31	\$	128,919	\$	69	\$		\$ 69,711	\$ -

Funding Sources: Incremental Property Tax

Expenditures: TIF contractual payment.

Notes: The Tax Increment Financing (TIF) fund accounts for public revenues and expenditures related to the Tax Increment Fund districts. Tax Increment Financing is used to capture future gains in taxes to finance improvements in the districts. TIF is designed to fund improvements in areas where redevelopment may not occur without it. When a TIF district is developed, or redeveloped, there is an increase in the value of the property. The increased value of the property increases tax revenue. The increased tax revenues are the "incremental property tax". TIF's use the future increased revenue for repayment of eligible costs in the districts.

There are two TIF districts in Prairie Village:

- (1) Commercial district (95th and Nall Avenue)
- (2) Park and Village district (Meadowbrook Park)

	CID - C	orinth Fund	d		
	2020 Actual	2021 Actual	2022 Budget	2022 Estimate	2023 Budget
Fund Balance 1/1	\$ 85,493	\$ 107,442	-	\$ 145,256	\$ 171,535
Revenues:					
Sales Taxes	558,590	612,766	600,000	600,000	650,000
Interest on Investments	4,192	367	5,257	2,279	4,332
Total Revenue	562,783	613,133	605,257	602,279	654,332
Expenditures:					
Contract Services	540,834	575,319	605,257	576,000	825,866
Total Expenditures	540,834	575,319	605,257	576,000	825,866
Total Uses	540,834	575,319	605,257	576,000	825,866
Sources Over(Under) Uses	21,949	37,814	-	26,279	(171,534)
Fund Balance @ 12/31	\$ 107,442	\$ 145,256	\$ -	\$ 171,535	\$ 1

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within Corinth Square per Developer Agreement

	CID - PV	Shops Fu	und		
	2020 2021 2022 Actual Actual Budget		2022 Estimate	2023 Budget	
Fund Balance 1/1	\$ 185,419	\$ 112,252	\$ -	\$ 248,046	\$ 251,555
Revenues:					
Sales Taxes	532,322	569,574	600,000	575,000	600,000
Interest on Investments	5,999	459	5,704	4,509	5,704
Total Revenue	538,321	570,033	605,704	579,509	605,704
Total Sources	538,321	570,033	605,704	579,509	605,704
Expenditures:					
Contract Services	611,488	434,239	605,704	576,000	857,259
Total Expenditures	611,488	434,239	605,704	576,000	857,259
Total Uses	611,488	434,239	605,704	576,000	857,259
Sources Over(Under) Uses	(73,167)	135,793	-	3,509	(251,555)
Fund Balance @ 12/31	\$ 112,252	\$ 248,046	\$ -	\$ 251,555	\$ -

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within PV Shops per Developer Agreement

	Trans	sie	nt Gue	st ˈ	Tax				
	2020 2021 Actual Actual				2022 Budget	2022 Estimate	2023 Budget		
Fund Balance 1/1	\$ -	\$	55,001	\$	-	\$ 112,831	\$	279,033	
Revenues:									
Transient Guest Tax	54,769		202,504		225,000	280,000		280,000	
Interest on Investments	232		304		-	1,428		268	
Total Revenue	 55,001		202,808		225,000	281,428		280,268	
Total Sources	55,001		202,808		225,000	281,428		280,268	
Expenditures:									
Contract Services	-		144,978		225,000	83,600		165,100	
Capital Outlay (Harmon Park)	-		-		-	-		365,000	
Reserves	-		-		-	31,626		29,201	
Total Expenditures	-		144,978		225,000	115,226		559,301	
Total Uses	-		144,978		225,000	115,226		559,301	
Sources Over(Under) Uses	55,001		57,830		-	166,202		(279,033)	
Fund Balance @ 12/31	\$ 55,001	\$	112,831	\$	-	\$ 279,033	\$	-	

Funding Sources: Monies received from transient guest tax (TGT) levied upon gross rental receipts paid by guests for lodging in the city.

Expenditures: To be used on expenses in compliance with State Statute.

Details	2020	2021	2022	2022	2023
Arts Council Annual Allocation	\$ -	\$ -	\$ -	\$ -	\$ 10,000
VillageFest	-	-	-	15,000	35,000
JazzFest	-	-	-	25,000	35,000
Diversity Committee	-	-	-	-	16,500
Juneteenth Festival	-	-	-	-	15,000
Holiday	-	-	-	3,000	3,000
Meadowbrook JCPRD Festival	-	-	-	10,000	10,000
Meadowbrook/VT Partnership	-	-	-	25,000	25,000
Public Art Fund	-	-	-	-	10,000
Capital Outlay (Harmon Park)	-	-	-	-	365,000
Contractual Payment to Trustee	-	114,978		-	-
City Admin Fee (2%)	-	-	-	5,600	5,600
Reserves (10% plus misc.)	-	-	-	31,626	29,201
	\$	\$ 114,978	\$	\$ 115,226	\$ 559,301

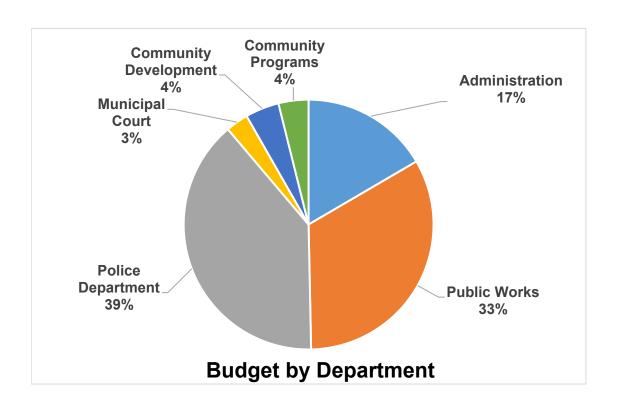
		ARI	PA Fund				
		20 tual	2021 Actual	2022 Budge	t	2022 Estimate	2023 Budget
Fund Balance 1/1	\$	-	\$ -	\$	- \$	1,701,226	\$ 1,703,090
Revenues:							
Intergovernmental (Federal Funds) Interest on Investments		-	1,701,211		-	1,701,211 654	-
Miscellaneous		-	15 -		-	-	2,000 -
Total Revenue		-	1,701,226		-	1,701,864	2,000
Total Sources		-	1,701,226		-	1,701,864	2,000
Expenditures:							
Personnel Services		-	-		-	500,000	-
Capital Outlay		-	-		-	1,200,000	1,702,421
Contingency		-	-		-	-	2,669
Total Expenditures	-	-	-		-	1,700,000	1,705,090
Total Uses		-	-		-	1,700,000	1,705,090
Sources Over(Under) Uses		-	1,701,226		-	1,864	(1,703,090)
Fund Balance @ 12/31	\$	-	\$ 1,701,226	\$	- \$	1,703,090	\$ -

Funding Sources: Monies received from the Federal Government American Rescue Plan Act (ARPA) in response to the COVID-19 pandemic. Total allocation is \$3,402,421.

Expenditures: Must be spent on qualified expenditure categories including public health, revenue replacement, premium pay, or infrastructure. Must be obligated by December 31, 2024 and expended by December 31, 2026.

Details	2020	2021	2022	2022	2023
Public Health Expenditures	\$ -	\$ -	\$ -	\$ 10,000	\$ -
Potential Compensation Adjustments	-	-	-	500,000	-
Pool Improvement Project	-	-	-	1,200,000	-
IT/Phone System Improvements	-	-	-	-	300,000
Infrastructure TBD	-	-	-	-	1,402,421
Miscellaneous	-	-	-	-	-
	\$ -	\$	\$ -	\$ 1,710,000	\$ 1,702,421

General Fund: Summary by Department									
Department	2020 Actual	2021 Actual	2022 Budget	2023 Budget					
Administration	1,613,554	1,822,851	2,114,455	3,329,141					
Public Works	5,368,596	5,659,461	6,305,508	6,650,062					
Police Department	7,203,268	7,033,604	7,778,986	7,860,570					
Municipal Court	456,013	500,552	575,977	589,720					
Community Development	640,084	678,635	799,597	878,572					
Community Programs	287,377	602,113	737,181	780,149					
Total	15,568,892	16,297,217	18,311,704	20,088,214					



2023 Budget

FTE Summary by Department

Department	2020 Actual	2021 Actual	2022 Budget	2023 Budget
Administration	9.48	9.48	10.55	10.55
Information Technology	-	-	2.00	3.00
Public Works	30.00	30.00	31.00	31.00
Police Department	61.00	61.00	59.00	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	8.32	8.32	7.45	7.45
Community Programs (Inc. Seasonal)	20.80	20.80	21.30	21.30
Total FTE	134.85	134.85	136.55	138.05
City Governance (unpaid positions)	13.00	13.00	13.00	13.00

FTE Summary by Program

	2020	2021	2022	2023
Program	Actual	Actual	Budget	Budget
Management & Planning	2.48	2.48	3.85	3.85
Information Technology	-	-	2.00	3.00
Public Works Mgmt., Engineering & Admin	8.00	8.00	8.00	8.00
Drainage Operation & Maintenance	6.00	6.00	6.00	6.00
Vehicle Maintenance	3.00	3.00	3.00	3.00
Street Operation & Maintenance	5.00	5.00	5.00	5.00
Parks and Grounds Maintenance	8.00	8.00	9.00	9.00
Police Department Administration	2.00	2.00	2.00	2.00
Staff Services	10.00	10.00	10.00	10.00
Community Services	2.00	2.00	2.00	2.00
Crime Prevention	1.00	1.00	1.00	1.00
Patrol	29.00	29.00	29.00	29.50
Investigations	6.00	6.00	6.00	6.00
Special Investigations	2.00	2.00	3.00	3.00
D.A.R.E.	1.00	1.00	1.00	1.00
Professional Standards	1.00	1.00	1.00	1.00
Traffic	5.00	5.00	4.00	4.00
Information Technology	2.00	2.00	-	-
Bailiff	0.25	0.25	0.25	0.25
Court Clerk	5.00	5.00	5.00	5.00
Human Resources	1.00	1.00	1.00	1.00
Finance	2.00	2.00	2.00	2.00
Codes Administration	7.87	7.87	7.00	7.00
Solid Waste Management	0.45	0.45	0.45	0.45
City Clerk	4.00	4.00	3.70	3.70
Community Programs	1.00	1.00	1.50	1.50
Swimming Pool	16.60	16.60	16.60	16.60
Concession Stand	3.00	3.00	3.00	3.00
Tennis	0.20	0.20	0.20	0.20
Total FTE	134.85	134.85	136.55	138.05
Mayor & Council (unpaid positions)	13.00	13.00	13.00	13.00

2023 Budget

FTE Summary by Department

Department	2020 Actual	2021 Actual	2022 Budget	2023 Budget
Administration	9.48	9.48	10.55	10.55
Information Technology	-	-	2.00	3.00
Public Works	30.00	30.00	31.00	31.00
Police Department	61.00	61.00	59.00	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	8.32	8.32	7.45	7.45
Community Programs (Inc. Seasonal)	20.80	20.80	21.30	21.30
Total FTE	134.85	134.85	136.55	138.05
City Governance (unpaid positions)	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2020 Actual	2021 Actual	2022 Budget	2023 Budget
Administration	1			
City Administrator	1.00	1.00	1.00	1.00
Deputy City Administrator	0.48	0.48	0.85	0.85
Assistant City Administrator	-	-	1.00	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	1.00	1.00	1.00	1.00
Receptionist	1.00	1.00	0.70	0.70
Administrative Support Specialist	2.00	2.00	2.00	2.00
City Clerk	1.00	1.00	1.00	1.00
Information Technology	-	-	2.00	3.00
Total	9.48	9.48	12.55	13.55
. Ciai		0.10	12.00	10.00
Public Works]			
Public Works Director	1.00	1.00	1.00	1.00
Senior Project Manager	-	-	1.00	1.00
Project Inspector	1.00	1.00	1.00	1.00
Manager of Engineering Services	1.00	1.00	-	-
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Stormwater Engineer	1.00	1.00	1.00	1.00
Forestry Specialist	1.00	1.00	1.00	1.00
Crew Leader	5.00	5.00	5.00	5.00
Maintenance Workers	14.00	14.00	15.00	15.00
Mechanic	1.00	1.00	1.00	1.00
Total	30.00	30.00	31.00	31.00
Police Department				
Police Chief	1.00	1.00	1.00	1.00
Police Captain	2.00	2.00	3.00	3.00
Police Sergeant	7.00	7.00	5.00	5.00
Police Corporal	3.00	3.00	4.00	4.00
Police Officer	33.00	33.00	34.00	34.00
Executive Assistant	1.00	1.00	1.00	1.00
Communications Supervisor	1.00	1.00	-	-
Dispatcher	6.00	6.00	6.00	6.00
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Crime Analyst	-	-	-	0.50
Community Service Officer	2.00	2.00	2.00	2.00
Information Technology	2.00	2.00	-	-
Total	61.00	61.00	59.00	59.50
		300	30.03	30.00

2023 Budget

FTE Summary by Position

Department/Position	2020 Actual	2021 Actual	2022 Budget	2023 Budget
Municipal Justice	1			
Court Bailiff	0.25	0.25	0.25	0.25
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	4.00	4.00	4.00	4.00
Total	5.25	5.25	5.25	5.25
Community Development	1			
Deputy City Administrator	0.52	0.52	0.15	0.15
Receptionist	0.30	0.30	0.30	0.30
Codes Support Specialist	2.00	2.00	2.00	2.00
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	2.00	2.00	2.00	2.00
Building Inspector	2.00	2.00	2.00	2.00
Management Intern	0.50	0.50	-	-
Total	8.32	8.32	7.45	7.45
Community Programs	1			
Assistant City Administrator	1.00	1.00	1.00	1.00
Special Events Coordinator	-	-	0.50	0.50
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Concession Worker	3.00	3.00	3.00	3.00
Tennis Instructor	0.20	0.20	0.20	0.20
Total	20.80	20.80	21.30	21.30
Grand Total	134.85	134.85	136.55	138.05
Unpaid Positions]			
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	13.00	13.00	13.00	13.00
Appointed/Contracted Officials	1			
City Attorney/Assistant City Attorney	0.05	0.05	0.05	0.05
City Planner	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
City Prosecutor	0.50	0.50	0.50	0.50
Municipal Judge	0.50	0.50	0.50	0.50
Public Defender	0.25	0.25	0.25	0.25
Total	1.40	1.40	1.40	1.40

City of Prairie Village 2023 Budget Calendar

Month	Date	Action Item
February	2/22/22	Council Meeting - Handout 2023 Budget Calendar Outline
March	3/3/22	Meet with Johnson County Appraiser - Beau Boisvert
	3/7/22	Council Meeting -
		(1) 2023 Budget Goals and Objectives (2) Mill Rate Handout
		(3) Decision Packages (send to Nickie by 4/8/2022)
	3/21/22	4th Quarter 2021 Financial Report
	4/4/22	Council Meeting -
April		(1) Worker's Compensation and Insurance Cost Assumptions (moved to 4/18/22)(2) Committee 2023 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest)
	4/8/22	Department budget requests due
	4/11 - 4/15/22	Budget review process with individual departments
	4/18/22	Council Meeting -
		(1) Decision Package Discussion
		(2) Preliminary Revenue Estimate(3) Worker's Compensation and Insurance Cost Assumptions (moved from 4/4/22)
	5/2/22	
May	3/2/22	Council Meeting - (1) CIP Discussion and Annual Road Condition Report
	5/10/22	Finance Committee Meeting - Preliminary 2023 Budget Established and
	5/16/22	Decision Packages Council Meeting
		Finance Committee Meeting - Preliminary 2023 Budget Established and
	5/25/22	Decision Packages (Continued)
	5/30/22	HOLIDAY
June	6/6/22	Council Meeting
	6/15/22	SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate
	6/21/22	Council Meeting - 2023 Budget Discussion and Approval of Preliminary Budget
Labor	7/4/00	HOLIDAY
July	7/4/22 7/18/22	HOLIDAY Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request
	1710/22	Permission to Publish 2023 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date
	7/20/22	SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing
August	8/1/22	Council Meeting
	8/10/22	Notification sent to taxpayers, if exceeding revenue neutral rate
	8/15/22	Council Meeting
	8/23/22	Latest date for notice to be published in the Legal Record for RNR and Budget Hearing
	8/25/22	Submit budget forms to County Clerk (due August 25th) If not exceeding revenue neutral rate
September	9/6/22	Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption
October	10/1/22 10/1-10/31/22	Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st) Finalize Budget Book; Submit to GFOA Award Program

Additional 2023 Budget information can be found on the City's website at

www.pvkansas.com.

PUBLIC WORKS DEPARTMENT

Council Committee Date: September 6, 2022

COU2022-63 CONSIDER STORM DRAINAGE REPAIR PROGRAM CONSTRUCTION CONTRACT WITH INFRASTRUCTURE SOLUTIONS LLC

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Infrastructure Solutions LLC in the amount of \$306,400.00 for the Storm Drainage Repair Program.

BACKGROUND

On August 5, 2022 the City Clerk opened bids for the project. One bid was received for \$402,800. The bid as read was 10% over the engineer's estimate for all bid items. The current bid environment continues to be unique and challenging based on a number of factors. Reduced number of bidders has also been seen by other municipalities.

Staff reduced the scope items for this contract that exceeded estimated costs, i.e. channel handrail replacements. A quote for these items was received utilizing our open contract with Superior Bowen to bring these items within budget.

The contract as presented includes the storm pipe replacement project locations, is within budget, and is below the engineer's estimate. The drainage pipe replacements are at the following drainage locations:

- Outlook Lane north of 83rd Street Storm sewer replacement in rear yards.
- 7430 Village Drive. Storm sewer replacement between properties.
- Canterbury Street south of Somerset Storm sewer replacement between properties.

Reduced bid as presented for award:

Infrastructure Solutions, LLC \$306,400.00 Engineer's Estimate \$328,770.00

The Engineer has reviewed the bid and has recommended award of the project as presented. Infrastructure Solutions LLC has successfully completed two recent drainage projects for Prairie Village and performed well. Given their record of work for the City, staff feels it is appropriate to award the contract with a single bidder.

FUNDING SOURCE

Funds are available in the CIP under the Drainage Repair Program in Drain21x and Drain22x. Drain 21x funds will be incorporated into Drain22x as construction activities will occur in 2022.

The Village Drive and Canterbury Street project location have received system renewal funding from the Johnson County Stormwater Management Program, commonly referred to as SMAC funding.

Program Funding Breakout

Johnson County SMP Funding \$72,000

Drain21X \$45,000 (transfer to Drain22x)

Drain22X <u>\$ 190,000</u>
Total \$ 307,000

The improvements removed from this contract will be brought to the Governing Body in the form of a change order to our current Superior Bowen contract.

ATTACHMENTS

Construction Agreement with Infrastructure Solutions, LLC.

PREPARED BY

Cliff Speegle, Project Manager

August 26, 2022

CONSTRUCTION AGREEMENT



DRAIN21X 2021 DRAINAGE REPAIR PROGRAM

BETWEEN CITY OF PRAIRIE VILLAGE, KS AND

INFRASTRUCTURE SOLUTIONS, LLC

CONSTRUCTION CONTRACT FOR DRAIN21X 2021 DRAINAGE REPAIR PROGRAM

BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS AND INFRASTRUCTURE SOLUTIONS, LLC

THIS AGREEMENT, is made and entered into this ____ day of ______, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and Infrastructure Solutions, LLC, hereinafter termed in this agreement, "Contractor", for the construction and completion of Project 2021 DRAINAGE REPAIR 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.

Construction Contract Page 1 of 29

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.

Construction Contract Page 2 of 29

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.

Construction Contract Page 3 of 29

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.

Construction Contract Page 4 of 29

- 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

Construction Contract Page 5 of 29

- 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.
- 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

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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 <u>not</u> 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 **Three Hundred and Six Thousand and Four Hundred DOLLARS (\$306,400.00)** 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.

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 <u>daily</u> 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.

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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.
- 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.
- The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 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

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- 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.

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- 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.

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- 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 Facia 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

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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

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- 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 <u>exceeds</u> 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 <u>not</u> 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 <u>less</u> 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.

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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

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- 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

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- 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

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- 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,

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- 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,

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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 -

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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 <u>only</u> to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"
- 15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

Limits -

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

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

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$100,000 each employee

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

Is authorized to do business in the State of Kansas;

Carries a Best's policy holder rating of A- or better; and

Carries at least a Class VIII financial rating, or

Is a company mutually agreed upon by the City and Contractor.

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- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
 - A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

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

- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

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- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the 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.

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- 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

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- 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.

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- 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:

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- 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,

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- 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

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- 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.

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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	Infrastructure Solutions LLC	
	(typed company name)	
By:(signed)	By:(signed)	
(signed)	(signed)	
Eric Mikkelson		
	(typed name)	
Mayor	(h a al hihla)	
	(typed title)	
City of Prairie Village	(typed company name)	
7700 Mississ Dand	(specifically name)	
7700 Mission Road	(typed address)	
Prairie Village, Kansas 66208		
Tame village, Namous 30200	(typed city, state, zip)	
	(typed telephone number)	
71.	(1)	
(date of execution)	(date of execution)	
SEAL		
ATTEST:	APPROVED BY:	
0': 0' 1 1 0 "	O': A:: D : ! ! ! !	
City Clerk, Adam Geffert	City Attorney, David Waters	

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

Construction Contract Page 29 of 29

PUBLIC WORKS DEPARTMENT



Council Meeting Date: September 6, 2022

COU2022-64 CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH CLARK & ENERSEN FOR THE CITY HALL REMODEL THROUGH SCHEMATIC DESIGN PHASE

RECOMMENDATION

Move to approve the professional services agreement with Clark & Enersen for the City Hall Remodel (BG510003) through Schematic Design in the amount of \$130,000.

BACKGROUND

The City Hall Remodel project has been funded in the CIP for preliminary design. This phase includes the following phases:

<u>Facility Assessment</u>- Analyze current condition of viability of existing site, building and systems for future renovation/expansion.

<u>Programming</u>- Determine space needs, adjacency requirements of staff and plan for growth needs.

<u>Concept Development</u>- Utilize programming phase to develop conceptual options.

<u>Schematic Design</u>- Utilize the selected concept to take a deep dive into the layout. This includes structural analysis, code compliance and mechanical needs for the chosen concept.

The facility assessment and programming will include all structures on the municipal campus to ensure that space is being utilized efficiently and to provide for appropriate adjacencies in this or future renovations. This includes City Hall, Police Department and the Community Center.

SELECTION OF ARCHITECT

Five firms were notified of the project and four submitted proposals with their qualifications for design of municipal facilities and noting qualified LEED projects. The Selection Committee of eight, which included Councilmember Greg Sheldon and Councilmember Cole Robinson along with six staff members, reviewed and scored these proposals leading two of the firms to be interviewed on August 19, 2022.

Clark and Enersen was chosen by the Selection Committee based on related experience with municipal structures and experience with achieving LEED accreditation for projects.

Clark and Enersen was the architect of record for the LEED Platinum Public Works Facility. They have shown the ability to lead a large group through discussions and keep the project on the proposed time schedule.

FUNDING SOURCE

Funding is available in the CIP for this phase.

ATTACHMENTS

1. Professional Services Agreement with Clark & Enersen

PREPARED BY



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

CITY HALL REMODEL PRELIMINARY DESIGN BG510003

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of ______, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and Clark & Enersen, a corporation with offices at 2020 Baltimore Ave, Ste 300, Kansas City, Missouri, hereinafter called the "Consultant".

<u>WITNESSED, THAT WHEREAS</u>, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the **Preliminary** Design of the <u>City Hall Remodel</u>, 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 for improvements to be made to City Hall with phased design to allow for scope to reflect the needs determined during programming and concept phasing.
- **B.** City Representative The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Consultant's services for the Project.
- C. Existing Data and Records The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall

- indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.
- **D. Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- **E.** Standard Details The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- **F.** Submittal Review The City shall diligently review all submittals presented by the Consultant in a timely manner.
- **G.** The City has funded the Project which may include: assessment of buildings on Municipal Campus located 7700 Mission Road, programming, concepts and schematic design.

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

Attached as Exhibit A

Article IV Time Schedule

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

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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:

SCHEMATIC PHASE COMPLETE

MARCH 5, 2023

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:

Programming and Facility Assessment	\$ 35,000
Conceptual Design	\$ 35,000
Schematic Design	\$ 60,000
TOTAL Contract	\$130,000

- **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.

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- 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

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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.

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- 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.

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

City:	Consultant:
City of Prairie Village, Kansas	Clark & Enersen
By: Eric Mikkelson, Mayor	By Rick Wise, Director of Architecture
Address for giving notices:	Address for giving notices:
City of Prairie Village Department of Public Works 3535 Somerset Drive Prairie Village, Kansas 66208	Clark&Enersen 2020 Baltimore Ave, Suite 300 Kansas City, Missouri 64108
Telephone: 913-385-4640 Email: publicworks@pvkansas.com	Telephone: 816-474-8237 Email: rick.wise@clarkenersen.com
ATTEST:	APPROVED AS TO FORM BY:
Adam Geffert, City Clerk	David Waters, City Attorney

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Scope of Services

General Project Information

- 1. The project proposes to: (from RFP document)
 - consider all components of the Municipal Campus for adjacencies;
 - consider all components in the renovation process for initial cost estimating and concepts;
 - at all phases of design, LEED Gold Certification should be taken into consideration
 - phases for consideration with this RFP include concept and schematic design
 - future phases of design development and construction documents will be considered an addendum to the contract for this phase.
- Clark & Enersen will provide the following design services on the project: architecture, interior design, landscape architecture, structural engineering, mechanical engineering and electrical engineering. Civil engineering design (if required) will be determined at a future date upon consultation with Prairie Village leadership.
- 2. The professional services in this agreement are for the programming, adjacency analysis and conceptual/schematic design options for all Municipal Campus facilities/departments. Development of schematic design options will only occur after PV leadership approval of the conceptual design phase.
- 3. The drawings for this project will be developed using Building Information Modeling (BIM) software. The software utilized for this project will be the 2022 version of Revit. Electronic copies of the BIM documentation or AutoCAD downloads will be provided to the Owner.
- 4. It is the intent to enter into a formal contractual agreement using the city's standard form of agreement.



The following is a brief description of the Basic Services to be provided within the scope of our contract.

Basic Services

Programming

- 1. Meet with project stakeholders to understand space and systems needs for all areas of the Municipal Complex including; City Hall, MPR addition, PD addition, adjacent site and parking areas and the adjacent Community Center.
- 2. Develop programmatic diagrams and spreadsheets documenting existing condition and proposed growth needs over the next 10 years.
- 3. Develop adjacency diagrams for all existing and proposed elements outlined in the programming effort
- 4. Analyze current condition and viability of existing site, building and systems for future renovation/expansion.
- 5. Provide a summary narrative of findings and recommendations for site, architectural, structural, mechanical and electrical systems.

Conceptual Design

- 1. Utilizing information developed in programming, develop several conceptual options for building renovation/expansion.
- 2. Present options to key project stakeholders to get feedback and direction.
- 3. Update concept design images to reflect feedback received
- 4. Develop project cost estimates for all design options
- 5. Present final options for approval.

Schematic Design

- Utilizing the selected conceptual design option, develop schematic plans to a level of detail illustrating scale and relationship of project components. These plans and details will fix and define the total scope of work required.
- 2. Conduct routine design meetings with Prairie Village representatives.
- 3. Develop enlarged plan layouts as necessary for some of the primary building spaces.
- 4. Prepare preliminary code analysis in accordance with Local and National Building Codes.
- 5. Develop concept structural plans.
- 6. Develop mechanical narrative and preliminary plans showing primary equipment and distribution concepts.
- 7. Develop electrical narrative and preliminary plans showing equipment locations, data closets, and power and lighting plans.



- 8. Develop schematic site layout plan showing extent of site improvements.
- 9. Present schematic design to Owner representatives, City Officials and Community groups as required for approval.
- 10. Prepare a basic design narrative outlining all design criteria and assumptions used in the development of the schematic drawings.
- 11. Develop Sustainable Design options for consideration to pursue LEED Certification level. (Gold goal)
- 12. Maintain and update project schedule for all phases of programming and design.
- 13. Present Schematic Design Package to Owner for review.

Professional Fees

Basic Services Fee Structure

For the purposes of our fee proposal, we have developed separate fees for the proposed project phases. Our proposed compensation includes all reimbursable costs.

Programming:	\$35,000
Conceptual Design:	\$35,000
Schematic Design:	\$60,000
·	

Total Lump Sum Fee Proposed \$130,000

Additional Services

For additional services directed by the Owner, compensation shall be on an hourly basis in accordance with the Schedule of Hourly Rates shown below. Where the Scope of Additional Services can be clearly defined, we will work on an hourly basis with a pre-defined, not to exceed lump sum limit. Fees for Design Development, Construction Documents, Bidding and Construction Administration are available upon further negotiation.

Schedule of Hourly Rates

Personnel	Rate/Hour
Senior Principal – Architecture	\$315.00
Architect	\$165.00



Senior Architectural Staff	\$125.00
Architectural Staff	\$100.00
Engineering Principal	\$240.00
Senior Engineer	\$205.00
Engineer	\$170.00
Senior Engineering Staff	\$140.00
Engineer	\$120.00
Engineering Staff	\$90.00
Senior Interior Designer	\$185.00
Senior Construction Administrator	\$165.00
Graphic Design	\$100.00
Administrative Assistant	\$75.00
Intern	\$65.00



PUBLIC WORKS DEPARTMENT

Council Meeting Agenda: September 6, 2022

COU2022-65 CONSIDER APPROVAL OF RESOLUTION 2022-15 DECLARING IT TO BE THE INTENT OF THE GOVERNING BODY TO VACATE THE RIGHT- OF-WAY ADJACENT TO 4401 SOMERSET DRIVE

RECOMMENDATION

Move to approve COU2022-15, setting the date for a public hearing and ordinance adoption to vacate public Right of Way located adjacent to 4401 Somerset Drive for Monday, November 7, 2022.

BACKGROUND

The owners of the property at 4401 Somerset Drive have requested that excess right of way located adjacent to their property be vacated by the City. The owners recently became aware that they did not own this area of land. The attached property map shows this area highlighted in orange that the residents have maintained for years. After looking into this location further it was determined that this situation has existed since the property was originally platted in the 1950's. The owners of 4401 Somerset Drive had always maintained this area. The original plat for this area contemplated a turn lane being constructed from 87th to Somerset Drive. The need for a future turn lane from 87th to Somerset Drive no longer became necessary once Roe Avenue and the 87th Street Culde-sac were constructed.

The City's current subdivision regulations do not currently address the process by which to vacate public property. After consulting with City Attorney David Waters, to vacate the easement the City must follow the state statute requirements absent our own regulations. In order to vacate the easement, the City must take the following steps:

- 1) The Governing Body must adopt a resolution (attached) to set the date for a public hearing in consideration of the easement vacation.
- 2) Staff must issue public notice to the Legal Record and notify all public utilities of the date of the public hearing at least 20 days in advance.
- 3) The Governing Body must hold a public hearing and adopt an ordinance authorizing the vacation of the easement.
- 4) Staff must publish the ordinance summary and send copies of the ordinance to the County for recording.

At this time, City staff does not have concerns about vacating this public right of way pending concerns brought to our attention from any utilities that may be affected.

ATTACHMENTS

Resolution 2022-15

Written request from property owners at 4401 Somerset Drive Plot plan illustrating the easement to be vacated

RESOLUTION NO. COU2022-15

A RESOLUTION DECLARING IT TO BE THE INTENT OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, TO VACATE AND DISCONTINUE CERTAIN PUBLIC RIGHT-OF-WAY ESTABLISHED BY PLAT.

WHEREAS, reference is hereby made to that certain public right-of-way located generally at Somerset Drive and West 87th Street, as more fully described below, in the City of Prairie Village, Johnson County, Kansas (the "Right-of-Way"), which Right-of-Way is located adjacent to that certain real property commonly known and numbered as 4401 Somerset Drive, and legally described as Lot 110, Town & Country Estates (the "Property"), according to the recorded plat thereof filed with the office of the Register of Deeds for Johnson County, Kansas, November 15, 1956, in Book 19 (the "Plat").

WHEREAS, a petition or request for a vacation of such Right-of-Way has been submitted to the City of Prairie Village, Kansas; and

WHEREAS, pursuant to K.S.A. 12-504 *et seq.*, cities are authorized to vacate public rights-of-way, including the Right-of-Way.

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

<u>Section 1</u>. It is the intention of the Governing Body of the City of Prairie Village, Kansas, to consider the vacation of the Right-of-Way, as described on <u>Exhibit A</u> hereto; provided, that such vacation shall be limited to the right-of-way interests granted under the Plat, and shall not include rights-of-way or easements under separate grants.

<u>Section 2</u>. Notice is hereby given that a public hearing will be held by the Governing Body to consider the proposed vacation of public utility easements on November 7, 2022, at Prairie Village City Hall, 7700 Mission Road, Prairie Village, Kansas, 66208, the public hearing to commence at 6:00 p.m. or as soon thereafter as the Governing Body can hear the matter; provided, that if, as a result of the COVID-19 pandemic, such public hearing may not be held in person but rather via remote meeting, such remote meeting shall be held at the same date and time, and access instructions for remote participation shall be available at the City's website, www.pvkansas.com, and included with the published agenda for such meeting. At the public hearing, the Governing Body will receive public comment on the foregoing matters, and may, after the conclusion of such public hearing, consider the findings necessary for vacation of the Right-of-Way.

<u>Section 3</u>. A copy of this resolution shall be published once in the official City newspaper not less than twenty (20) days preceding the date fixed for the public hearing. City staff is further hereby authorized and directed to notify all utility companies and other holders of interest in such Right-of-Way of the proposed vacation.

Section 4. This resolution shall be in	full force and effect from and after its adoption.
ADOPTED this day of Kansas.	, 2022, by the City Council of the City of Prairie Village
Ē	Eric Mikkelson, Mayor
ATTEST:	
Adam Geffert, City Clerk	

EXHIBIT A

All that part of a 50.00 feet wide roadway right-of-way located between Tract "A" and Lot 110, and all that part of Tract "A", all in TOWN & COUNTRY ESTATES, a recorded subdivision of land in the City of Prairie Village, Johnson County, Kansas, as prepared by Robert L. Ubben, Kansas Licensed Land Surveyor 1247, on July 22, 2022, described as follows:

Commencing at the most Northerly corner of said Lot 110, said point being monumented by a found 1/2" rebar; thence South 47°27'01" West, along the Northwest line of said Lot 110, a distance of 220.51 feet to the Point of Beginning; thence in a southerly direction along the Westerly curved line of said Lot 110, around a curve to the left that is tangent with the exit of the last described course, having a central angle of 122°01'55", a radius of 106.40 feet, an arc length of 226.62 feet; thence South 86°05'42" West, departing the Westerly line of said Lot 110, a distance of 95.31 feet to a point on the Southeast curved line of said Tract "A"; thence continuing South 86°05'42" West, departing the Northeast curved line of said Tract "A", a distance of 44.43 feet; thence in a northwesterly direction along a curve to the left that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 01°07'12" East, a central angle of 57°49'34", a radius of 60.00 feet, an arc length of 60.56; thence North 23°32'29" East a distance of 32.60 feet; thence North 43°25'22" East a distance of 8.51 feet to a point on the Northeast curved line of said Tract "A"; thence continuing North 43°25'22" East, departing the Northeast curved line of said Tract "A", a distance of 80.53 feet; thence North 47°27'01" East a distance of 65.94 feet to the Point of Beginning. Containing 11,440 square feet or 0.263 acres, more or less.

The bearing used in this description are Grid North based on the Kansas State Plane Coordinate System, North Zone, NAD83, and distances are as measured on the ground.

This description prepared by: Robert L. Ubben KS Licensed Land Surveyor 1247 Affinis Corp 8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210 913-239-1100

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August 2, 2022

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

Re: Vacation of property herein described in the attached documents as Tract A, adjacent to Lot 110 of Town and Country Estates

Dear Council Members,

Before we begin with the issue at hand, please allow us to acknowledge the courteous and professional manner in which Keith Bredehoeft has addressed our inquiries and concerns. These attributes serve the City of Prairie Village well and we appreciate them and him.

This is our formal request for the City of Prairie Village to vacate the property described in the attached documents as "Tract A" which lies adjacent to our property, Lot 110 of Town and Country Estates, located at 4401 Somerset Drive in Prairie Village. Tract A is approximately 11,440 square feet or 0.263 acres and was originally designated to be a pocket park for the developing neighborhoods.

By way of providing some background information, our home was built in 1957 and for more than 60 years, the ownership of Lot 110 has cared for and maintained Tract A, the parcel in question. In our discussions with Mr. Bredehoeft, we demonstrated that in the last 11 years since we have lived here, we have spent over \$31,000 in caring for Tract A. We mow it, we irrigate it, and we maintain it (including removal of a large pine at the far west end of Tract A which was infected with Pine Bark Beetle and the subsequent treatment of remaining pines to prevent spread of the infestation to neighboring pines.

Under the Covenants of our Homeowners Association, even though there is an expanse of land to the east of our home and adjacent to Tract A, we can never subdivide our property, so Tract A, when ceded to us, will remain the open, green space that is its current condition. It will also continue to serve as a bio-retention basin for water which collects at this low intersection near Somerset and Roe.

With the development of Franklin Park just west of Tract A, there is no longer a need for the "pocket park" designation originally intended for Tract A. Given the history of care of Tract A by the owners of Lot 110, it is our position that Tract A should be vacated by the City of Prairie Village and added to the description of Lot 110, thereby increasing the size of Lot 110. We believe this is a logical step toward ensuring ongoing care for and maintenance of this piece of land and would maintain the privacy of the residents of Lot 110 for the future.

Zusan Mochel Othera Heironinus

Your consideration is greatly appreciated. We would be happy to answer any questions Council Members may have regarding this proposal.

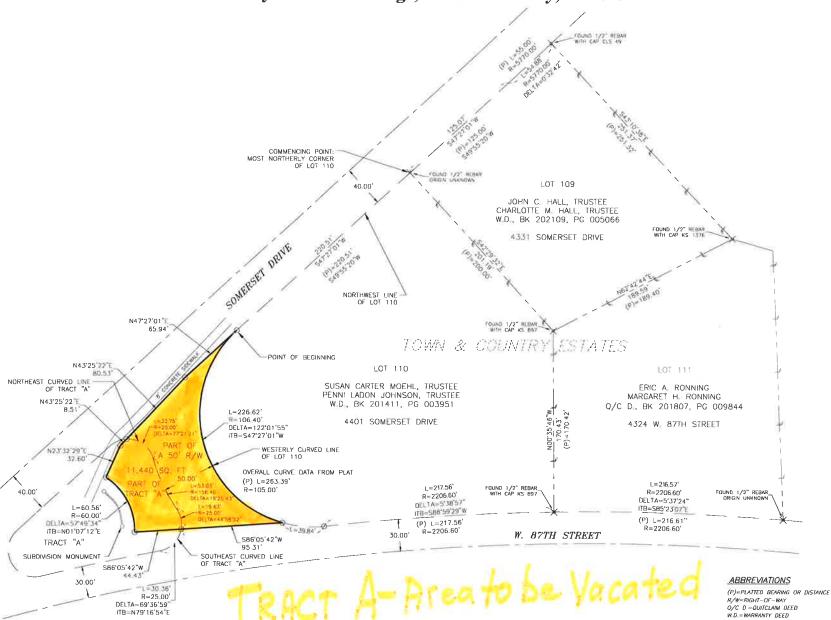
Most Sincerely

Penni Johnson, Susan Moehl, and Athena Heironimus

Attachments

SURVEY

Part of existing roadway right-of-way and part of Tract "A" all in TOWN & COUNTRY ESTATES, a recorded subdivision of land in the City of Prairie Village, Johnson County, Kansas





Bearings are Grid North based on the Kansas State
Plane Coordinate System North Zone, NAD83

t of subdiv ing roadway i & COUNTRY City of Prairi The

LINE LEGEND

EXIST. RIGHT-OF-WAY EXIST. ROADWAY CENTERLINE

- LOT LINE

PROPERTY CORNER MONUMENT LEGEND

- X PROPERTY PIN FOUND AND ACCEPTED AS NOTED
- O SET 1/2"x24" REBAR WITH A PLASTIC CAP STAMPED AFFINIS KS LS ∯133

Surveyors Certification:

This survey was performed by: Alfinis Corp 8900 Indian Creek Parkway. Suite 450 Overland Park, Kansas, 66210 Telephone (913) 239–1100 Altentian: Rabert L Ubben, KS LS #1247

I, Robert L Ubben, Kansas Licensed Land Surveyor No. 1247, do certify Ihal this survey was completed in the field on ______2022 and is based on an actual ground survey performed by me and persons under my direct supervision. This survey was executed in accordance with the current Kansas Minimum Standards for Property Boundary Surveys, and the results of said survey are correctly represented on this plat.

Robert I. Ubben, Kensos Professional Lidne Surwyor No. 1247

LEGAL DESCRIPTION AS PREPARED BY THIS SURVEYOR OF PROPERTY SURVEYED

All that port of a 50.00 feel wide rondway right-of-way located between Tract "A" and Lot 110, and all that part of Tract "A", all in TOWN & COUNTRY ESTATES, a recorded subdivision of lond in the City of Prairie Village, Johnson County, Konsos, as prepared by Robert L Ubben, Kansos Licensed Land Surveyor 1247, on July 22, 2022, described as follows:

R=25.00 DELTA=69'36'59"

No title commitment has been provided for this project as of the date of issuance of this survey. The company has made no meets gation or independent stank for exercises of recent, encurbonates, restrictive covenants, ownership title evidence, or any other facts that an occurate and current little search may disclose

No utility research or locates were performed as part of this survey and therefor are not shown.

DOCUMENTS OF RECORD USED FOR THIS SURVEY.

Kansas Worronty Deed recorded November 17, 2014, in Book 201411 of

Kansos Quitclaim Deed recorded July 30, 2018, in Back 201807 at Page 009844



Unadjusted Error of Liosure of Error Distance: 0.003 North: 0.0009* Eost 0.0028 Perimeter 614.50

PUBLIC WORKS DEPARTMENT



Council Meeting Date: September 6th, 2022

DISCUSS MIRD0007 - MISSION ROAD AT 68TH STREET FLOOD CONTROL PROJECT AND BUDGET

Provide a project update and discuss updates to project scope, budget, and schedule.

BACKGROUND

This flood control project will address roadway and home flooding along Mission Road north of Tomahawk Road caused by flooding of Brush Creek. A preliminary engineering study was completed in 2018 to secure Johnson County Stormwater Management Program SMAC funding for this project. SMAC funds 50% of the project costs. Preliminary design began in the spring of 2021. Construction is anticipated to start in the spring of 2023.

The project will raise Mission Road between 68th Terrace and 67th Terrace in order to keep Brush Creek flow east of Mission Road. The storm sewer system will be expanded along Mission Road and to the west as part of the flood reduction design. The project will also allow for an improved park setting along Schliffke Park. Utilities, including WaterOne and Johnson County Wastewater, will be using the project as an opportunity to upgrade their facilities in conjunction with the project.

The project was previously budgeted at \$3,650,000 for construction. Current cost estimates have increased the overall construction estimate to \$3,950,000. The estimate includes increases for additional channel modifications and miscellaneous construction cost increases seen in the current bidding environment.

FUNDING

The Johnson County Stormwater SMAC Program has agreed to adjust the overall project budget to account for the project cost increase in their budget. City stormwater funds would need to account for the remaining 50% of the increase. The project is anticipated to be bid for construction in early 2023. At that time, the final bid cost will be used to determine the funding transfer amount required from the Drainage Program to MIRD0007. There are funds available in the 2023 Drainage Program for this transfer and only the amount necessary for construction will be transferred at the time of bid award.

PREPARED BY

Cliff Speegle, Project Manager

August 31, 2022

PROJECT UPDATE

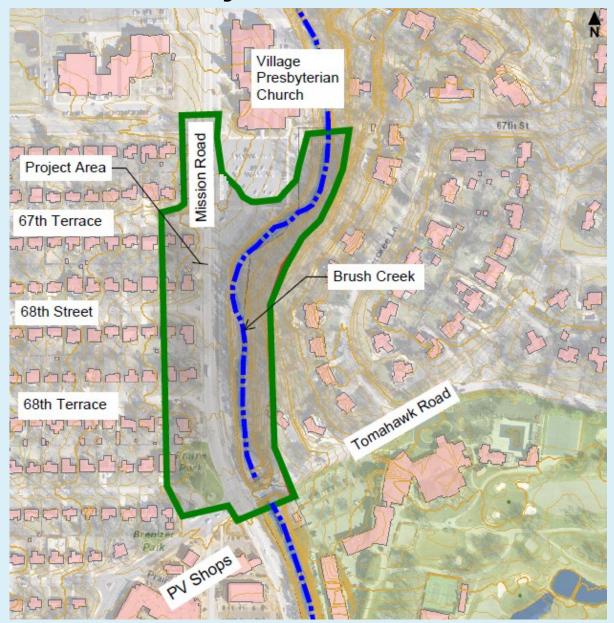
Brush Creek

at Mission Road and 68th Street





Project Area



Project History

• Summer 2017: Home and street flooding

• 2018 : Preliminary Engineering Study (PES) completed

2021: Flood Control Project receives funding from SMAC.

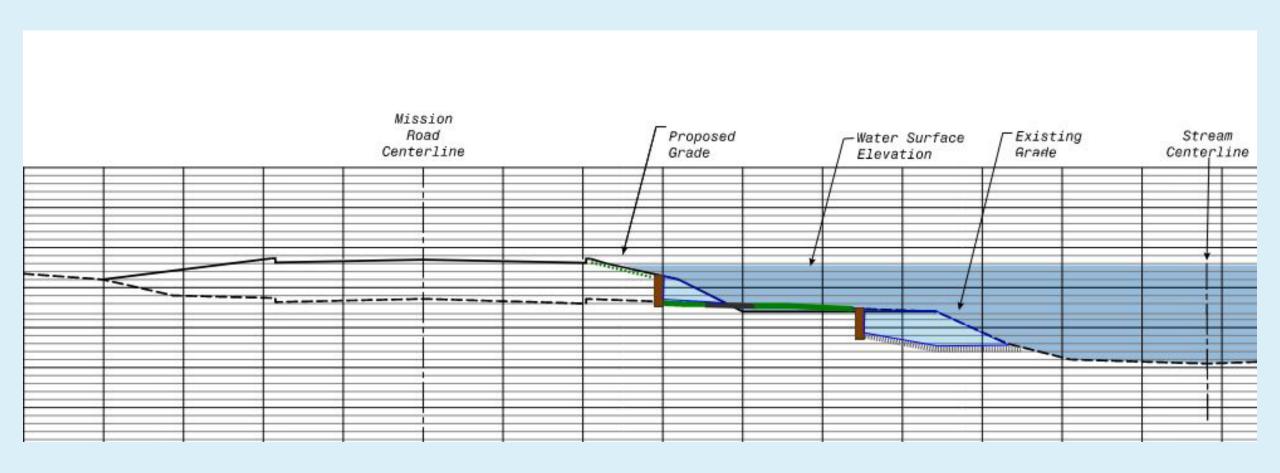
Project design begins

Spring 2023: Anticipated start of construction

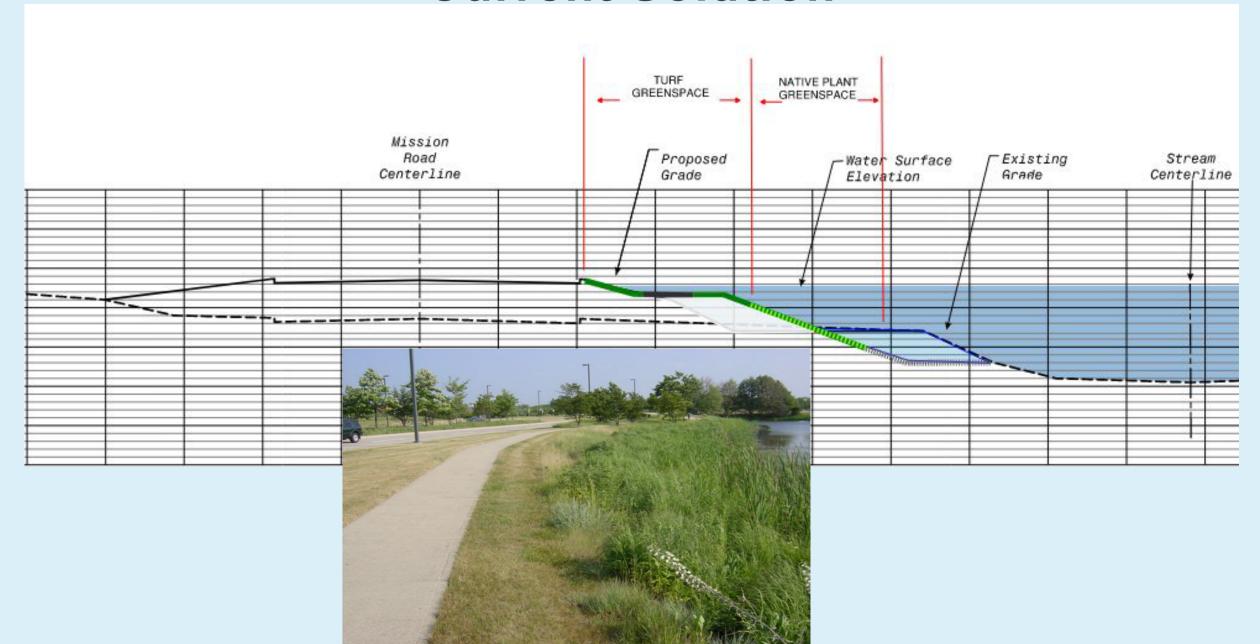
Previously summer/fall 2022



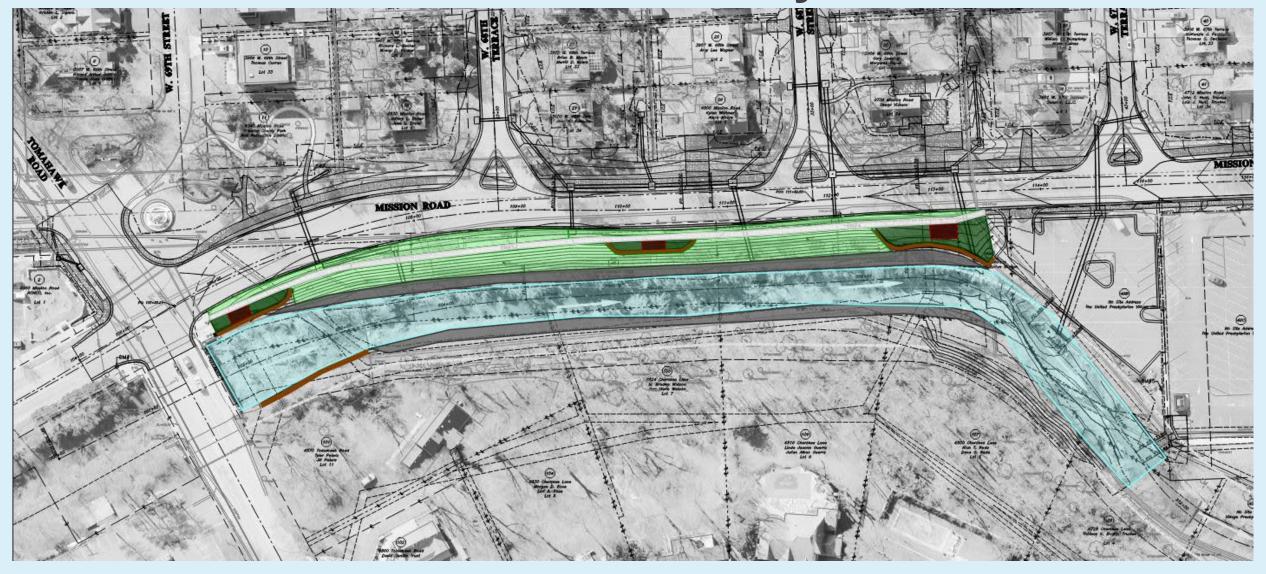
Previous Solution



Current Solution



Schliffke Park Layout



Park Opportunities





Park Opportunities



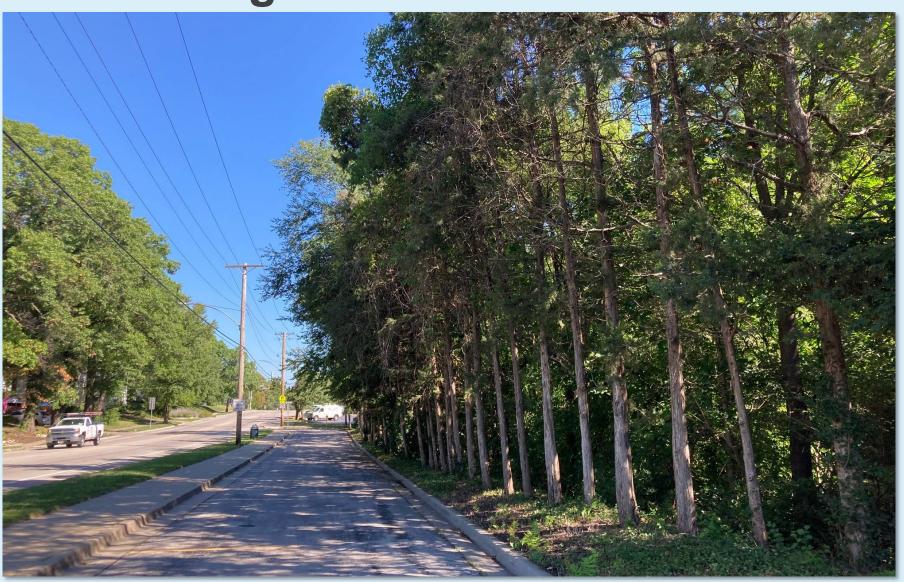
Channel Walls



2000 vs 2022



Parking Lot Closure in 2023



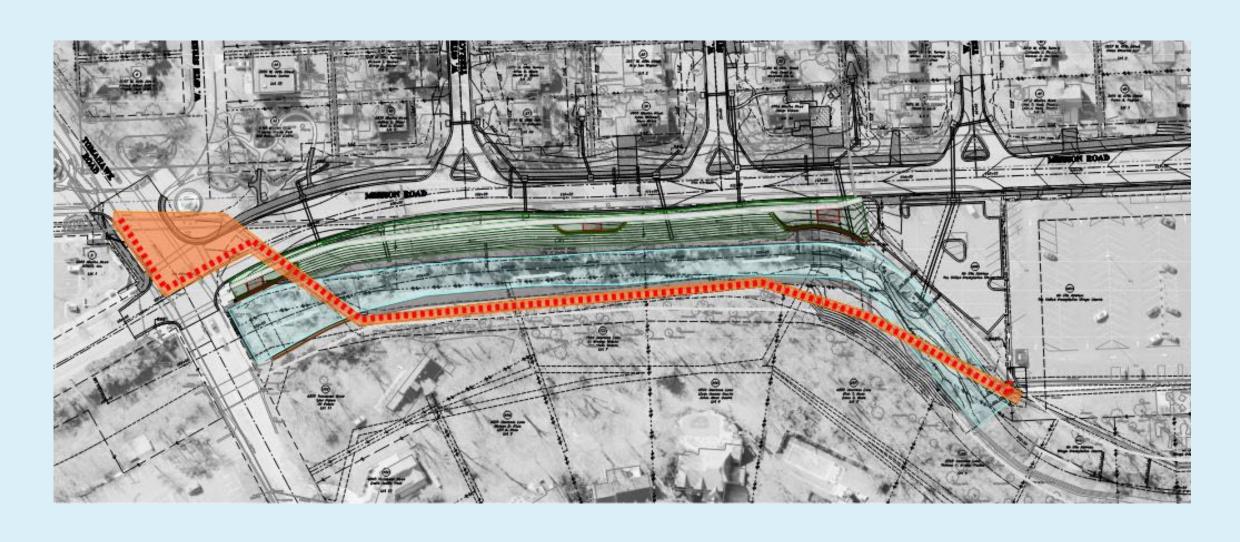
Construction Budget

- 2021 budget \$3,650,000
- 2022 budget \$3,950,000
 - Channel extension
 - Increased construction costs

Funding

- Johnson County SMAC has agreed to increase their funding to match the updated costs
- City increase in funding will come from the Drainage Program in the construction year.

JCW Collector Main Upgrades



Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check http://pvkansas.com for access details.

MAYOR'S ANNOUNCEMENTS Tuesday, September 6, 2022

Tree Board	09/07/2022	6:00 p.m.
JazzFest Committee	09/08/2022	5:30 p.m.
Arts Council	09/09/2022	4:00 p.m.
Arts Reception – State of the Arts 2022	09/09/2022	6:00 p.m.
JazzFest	09/10/2022	4:00 p.m.
Public Works Open House	09/13/2022	4:45 p.m.
Planning Commission	09/13/2022	7:00 p.m.
Parks and Recreation Committee	09/14/2022	5:30 p.m.
Diversity Committee	09/15/2022	5:30 p.m.
Doggie Dash 3K	09/17/2022	8:00 a.m.
Go Green 2022	09/17/2022	9:00 a.m.
City Council	09/19/2022	6:00 p.m.

l/agen-min/word/ANNOUNCE.doc 09/01/22 11:27 AM

INFORMATIONAL ITEMS September 6, 2022

- 1. Environmental Committee meeting minutes May 25, 2022
- 2. Environmental Committee meeting minutes June 22, 2022
- 3. Tree Board meeting minutes June 1, 2022
- 4. Arts Council meeting minutes July 6, 2022
- 5. Diversity Committee meeting minutes July 12, 2022
- 6. Planning Commission meeting minutes August 2, 2022
- 7. JazzFest Committee meeting minutes August 10, 2022
- 8. Police Department 2022 goals and objectives update
- 9. First quarter and first half crime statistics
- 10. September plan of action and project update

The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday, May 25, 2022, in person in Council Chambers at City Hall.

The meeting was called to order at 5:30 p.m.

Members in attendance

Travis Carson (Secretary), Johanna Comes, Richard Dalton, Nathan Kovac, McKenna Owens, Warren Smith, Rick Wohlfarth, Stephanie Alger, Piper Reimer (Chair), Greg Shelton (Co-Chair), Ashley Freburg (Staff Liaison)

Agenda

Rich made a motion to approve the agenda. Rick seconded the motion. All in favor.

Approval of April 2022 Minutes

Warren made a motion to approve the April 2022 minutes. Rick seconded the motion. All in favor.

Presentations

Eric Nelson, coordinator with JCDHE Green Business Program, gave an introduction to the program. It is a voluntary and nonregulatory program that provides free educational outreach and technical assistance on a variety of environmental management practices to businesses throughout Johnson County. It was developed to guide, support, and recognize organizations that have adopted sustainability initiatives throughout their operations. The program offers certifications that indicate an organization has made a commitment to the environment and our community.

The committee expressed interest in program possibilities including possible communication to PV businesses as a group. The committee thought it would be good for JCDHE to provide guidance to municipalities, partner with the NEJC Chamber, or work with property management companies.

New Business

None

Old Business

1. VillageFest:

Following up on previous discussions, it was determined to not be the appropriate time of year to distribute seed balls. Greg suggested promoting the upcoming electronic recycling event. Rick suggested informing visitors about the various projects the committee is working on. Nathan recommended having an activity geared more towards involving children. Anyone interested in taking on the youth activity was encouraged to reach out to the chair. The committee will create a reusable poster for use at events like this. It will provide information about current committee initiative, and links to the city website which will provide additional information. Rick said his wife could design the poster pro bono. Greg said he could provide the information. Piper will create a flier explaining the current committee initiatives.

- 2. JazzFest Participation: The committee determined participation would resemble VillageFest plans. Rich moved to have the committee participate in JazzFest. All were in favor.
- 3. 2023 Budget Requests: Piper reported that the Finance Committee has approved the budget requests and is sending it to the full council.
- 4. E-Recycling: The Overland Park E-Recycling Event is scheduled for June 4. Interested volunteers should contact Jim Twigg at OP.
- 5. Mattress Collection: Ashley reported that 460 mattresses were collected during the mattress recycling event in coordination with the large item pickup. Of those, 212 will be reused and 248 recycled. 253 households participated. The total cost was \$8,741, so the entire Environmental Committee budget of \$8,000 was utilized.
- 6. Committee banner replacement: Piper suggested that a special small budget request could be made to cover the cost. Nathan made a motion to request up to \$300 to cover the cost of the new committee banner. All were in favor.
- 7. No Mow May: discussion to be led by Rich/Magda, tabled for next meeting
- 8. Go Green 2022: Piper reported volunteers need for day of event, 9/17

Announcements

- 1. Ashley: Following up on a request by the Community Garden to the Parks/Rec committee to expand the garden by removing the large tree immediately on the south edge of the garden which significantly shades the garden, the decision has been made to keep the tree. Parks/Rec voted to expand the Community Garden to the south by 3 plots.
- 2. Next meeting: June 22, Secretary: Johanna Comes

Adjourn

Rich moved to adjourn the meeting. All were in favor.

Meeting adjourned at 6:51 pm.

The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday, June 22, 2022, virtually via Zoom.

The meeting was called to order at 5:30 p.m.

Members in attendance:

Magda Born, Travis Carson, Johanna Comes, Nathan Kovac (Secretary), McKenna Owens, Margaret Thomas, Rick Wohlfarth, Piper Reimer (Chair), Greg Shelton (Co-Chair), Ashley Freburg (Staff Liaison)

Agenda

Magda made a motion to approve the agenda. Rick seconded the motion. All in favor.

Minutes

The May 25 meeting minutes were not available for approval. They were tabled to the next meeting.

Presentations

Janine Smiley and Bob Day presented introductory information about Flourish Furnishings, a 501 (c)(3) organization that collects used furniture and household goods, does limited restoration work if necessary, and then provides them to clients seeking housing stability. Flourish works exclusively with clients with caseworker referrals. Flourish was interested in exploring how they might partner with Prairie Village. Committee discussed how we might partner. It was discussed that generally the City does not partner with businesses, but the committee will explore ways Flourish might increase community awareness, some ideas included booths at VillageFest/JazzFest, joining OP Recycling Extravaganza, and a table at Go Green 2022.

New Business

Old Business

- 1. Banner: The Committee banner was found at City Hall. There's no need to purchase a new one at this time.
- 2. VillageFest: New flier and poster are ready. Thanks to all the work by Mrs. Wohlfarth, Greg and Ashley. The volunteer plan has been finalized. Mark Stiles will bring Monarch a butterfly/caterpillar/chrysalis display.
- 3. Jazz Fest: The Committee plans to have booth. We'll use the committee banner and new flier/poster made for VillageFest.

Nathan proposed for next year maybe a group of small electric cars in an obstacle course with promotion materials to promote that electric vehicles are not just toys anymore, and show how other communities have added electric vehicles to their communities.

- 4. No Mow May/Green landscaping: tabled until next month
- 5. Budget request update: All items requested have been approved by finance committee and will move to City Council for approval.
- 6. Recycle Right: City and program staff are coordinating with Republic to create a plan.
- 7. Go Green 2022: Mckenna reported that seed balls made from committee supplies will be distributed. Mckenna and Johanna are coordinating this effort.

- 8. Electronics Recycling: It appears Overland Park's June 4 event may not have included electronics recycling. Piper will seek more information.
- 9. Climate Action KC: Summit was held 4/22/22, Johnson County received lead gold certification.
- 10. Curbside Composting: No update.

Announcements

1. No committee meeting in July. Next meeting will be August 24, Secretary Johanna Comes Agenda: 2023 Goals/plan

Motion to adjourn: Nathan motioned to adjourn the meeting. Rick seconded the motion, which was unanimously approved.

Meeting Adjourned 6:45pm.

TREE BOARD

City of Prairie Village, Kansas

Wednesday – June 1, 2022, 6 PM meeting

Board Members Present: Mark Morgan, Kevin Dunn, Kellen Jenkins, Beth Held, Karen Hogan, Greg Shelton

Other Attendees: Bridget Tolle

Chair Kevin Dunn brought the meeting to order at 6:05 pm.

- 1. Review and approve minutes from May 4, 2022 meeting A spelling error was corrected in paragraph 3. Beth motioned to approve the minutes. Seconded by Mark. All approved.
- 2. Vote on a new board member to fill vacancy Board members indicated they were most interested in Pam first and Caety second. Kevin will reach out to both candidates and report back in August meeting.
- 3. Update on Jazz Festival Bridget spoke with Megan Buum and was told the Tree Board is welcome to attend with a booth where they can advertise for the Fall Seminar. Kevin suggested promoting a drawing for a tree that will be selected at the Fall Seminar.
- 4) Update on Fall Seminar Kevin confirmed the panelists for the Fall Seminar: Dennis Patton, Ivan Katzer, Matt Stueck and Sarah Crowder. Kevin will collect bios for each speaker and says the discussion will focus on PV's aging tree canopy, how to extend the life of the canopy and what species should replace dead trees. Beth and Mark suggested that the panel also share information on replacement trees resilient to climate change and not considered invasive species. Greg suggested that information from the panel discussion be shared in the Village Voice and through PV social media accounts. Mark suggested that during the panel discussion, panelists or Tree Board members should direct attendees to visit the Tree Board webpage to learn more information about appropriate species for PV. Bridget said she will contact the speakers about the desire for payment. Kevin suggested \$100 each. Beth is waiting on Fairway Tree Board to confirm their participation.

Inventory Trees

Mark: gives background on Arbor Day Foundation

- Greg: suggest exploring the use of a sustainablity grant program for funding. Asks what trees would qualify.
- Bridget: Can find information for Johnson County best trees to plant
- Beth: can the board's strategic plan be funded through sustainability program?
- Greg: Plan currently is very focused on building efficiency but sustainable planting for water containment will need to be incorporated going forward
- 5. Effectiveness of Tree Protection Ordinance Bridget reports that the ordinance has been well received and has functioned well during its first year. Builders have been willing to participate, and thanks to the ordinance, they are planting more replacement trees. Greg suggested that annual reports to the council be made to show the impact of the ordinance. Mark emphasizes that clear metrics for measurement need to be set. Kevin would like to see Tree Board members be included in creating those metrics and the reporting process. Bridget is currently tracking permits but will review her data for more information to report. Mark, Greg and Kevin discussed the possibility of a recognition program that rewards homeowners and builders for their participation.
- 6. Strategic Plan: What should the plan include? Kevin asked for suggestions on what should be included in the Tree Board strategic plan. It was agreed that the plan should have an overall focus on supporting the health of the PV tree canopy, creating an inventory of PV trees, and communicating the importance of the canopy to PV residents. Greg suggested that the Tree Board make better use of PV social media accounts by adapting content created for the Village Voice and using the Tree Board budget to boost certain posts on social media. Mark agreed with that strategy and added that the Board could work with other boards and committees to promote information about PV tree canopy and Tree Board events. Beth offered to draft the strategic plan and asked if the plan should be used as a funding mechanism. The Board agreed.
- 7. New Business: T-shirts and other ways to promote Tree Board Karen has found a local vendor to print t-shirts at a cost of \$11 each. She also shared other ideas for communications and information that would be helpful for PV residents, thereby encouraging them to seek out and engage with the Tree Board. Greg provided more information on social media scheduling. Kellen suggested information that is created for the Village Voice and social media accounts also be included in email newsletters. Greg confirmed that PV residents are able to sign up for news and information specifically from the Tree Board.

8. Agenda for next meeting – August 3, 2022. – Some discussion on the agenda for the next meeting and the possibility of meeting outdoors since the June outdoor meeting was relocated due to weather. Bridget will notify the board on the location when she distributes the August meeting packet.

Beth motioned to adjourn the meeting. Greg seconded the motion.

Chair Kevin Dunn adjourned the meeting at 8:00 pm.

Minutes prepared by Kellen Jenkins.

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES Zoom Wednesday, July 6, 2022 5:30 PM

BUSINESS MEETING

Bonnie Limbird called the meeting to order at 5:42 pm. Council members present were Trudy Williams, Shelly Trewolla, Inga Selders, Bonnie Limbird, Jessie Cartwright, and Abby Margariel.

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

Public Participation none

Bonnie recorded these minutes. Jessie will take notes in August.

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

Bonnie and Inga gave a **City Council Update.** Bonnie updated that the first July City Council meeting was canceled due to a light agenda and post-holiday. VilageFest was back on Fourth of July and was awesome. We set up a PVAC art show sign up outside of City Hall to encourage people to go inside and enjoy the a/c, and it seemed to be well received. Inga reminded

Current Year Financial Update: Current balance of \$40,760. This month we received our allocation from the City which bumped up our balance. We sold a few bumper stickers through the City Clerk's office, and deposited the \$233 in donations from our booth at the PV Art Show.

Old Business:

Bonnie reviewed the **2023 draft calendar**. Shelly suggested maybe doing the 2023 monthly call via word of mouth instead of CaFÉ. Bonnie liked that idea but said our CaFÉ call is already paid for and may be use-it-or-lose-it. She will look into it.

This plan also helps PVAC reduce overall workload by:

- Moving receptions to Second Wednesday to match Meadowbrook shows
- Moving committee meetings to second wednesday also right before reception committee members indicated that the second Wednesdays do work for their schedule, and Nickie indicated that staff and public works would be much more clear on our show schedule this way, too.
- Making committee meetings only every other month instead of every.
- Having receptions from 7-8PM (Awards 8-8:30 for AoP/SotA)

Shelly moved to accept this calendar and share with JCPRD for review, and Jessie seconded. Motion carried unanimously.

The committee discussed the **PVAC/Jazz rubby ducks** and replenishing them before JazzFest. Bonnie moved to approve a not-to-exceed cost of \$1,500 to replenish ducks, and Inga

seconded. Motion carried unanimously. Bonnie will coordinate with Nickie to order online with the City credit card.

Bonnie presented the opportunity to partner with the Environmental Committee for the Mayor's Monarch Pledge in April of 2023. This partnership could be similar to our partnership with the Diversity Committee this summer for the Juneteenth Poster Contest where we shared a booth and staffed it in tandem, and we'd do some sort of art or coloring project. We'd work out the details, but it is assumed that the Environmental would be primary for materials and supplies. The committee liked the idea, Shelly and Jessie both indicated interest in helping, but postponed the vote until other members could be present to add their thoughts.

The meeting was adjourned at 6:23 PM.

PLANNING COMMITTEE AS A WHOLE

EVENT REPORTS

June - PV Art Show - Jessie

- Need more Art Walk (no date) bookmarks for next year and for JazzFest
- 15,000 people attended this 65th anniversary of the show
- Volunteers all showed up and despite the heat we made it through the whole weekend.
- We "sold" all the ducks for donations.
- The Juneteenth Poster Contest tripled their entrants by having space at the Art Show for the committee to talk about the event and let kids decorate posters.

PLANNING AHEAD

July - Sunflowers for Ukraine @ MBPC - Bonnie said the installation will go into Meadowbrook this coming Saturday, and Bonnie will be there to be a liaison for the JCPRD space. Available for viewing through August 4th with the auction on Friday August 5th. You can bid online and buy tickets to the event.

Painted Chairs at Corinth Square - Bonnie reported that the auction is still live through the end of July. Every chair does have a bid now with a couple having significantly higher bids than others. Net proceeds from the auction will come to the arts council.

Jul-Sep - Stanziola/McNerny @ **RGE** - Bonnie reported that the show went up without a hitch. It was just Bonnie hanging this show while the other volunteers worked on unframing and boxing up the Art of Photography show. Shelly recommended small amounts of food. A good variety, but small amounts so there's not a lot left over. Nickie said that Hy-Vee can be hard to work with, but they're also the best at the last minute. Shelly recommends getting things from Sam's Club/Costco, but you have to plate it all. It's all pre-prepared, so we're not cooking it, so that's okay.

Aug-Sep - Images Gallery Artists Show at MBPC - Bonnie updated the committee on this show. We had originally planned to do a senior artists (retirees) show, but we made the connection too late to partner with the Senior Arts Council this year (who shows regularly at Roeland Park Community Center). Fortunately, the AoP Invitational show at MBPC had a great networking reception, and we met several local artists including one affiliated with Images Art Gallery. Images has a gallery in downtown OP, and they were eager to branch out and show their art at Meadowbrook during this time. Bonnie is coordinating with them and JCPRD to get this show installed right after the Sunflowers for Ukraine show

is auctioned off.

Sep 10th - JazzFest - Trudy

- Plan to have a tent and table.
- Will be handing out glow sticks, bracelets, and PVAC calendar rack cards.
- Will be "selling" jazz rubber ducks again for donations.
- Plan to paint or print a themed backdrop that will say "Prairie Village JazzFest", and we'll get blow-up jazz instruments. Bonnie moved to approve \$100 for the backdrop and blow up instruments for JazzFest, and Trudy seconded it. Motion passed unanimously. Bonnie asked Shelly to send the links for order to Nickie so she can order tax-free and use the city credit card.
- ArtWalk cards should we print more? Bonnie will look up the cost, and put it on the next agenda. Jessie will send an updated design to Bonnie.

Sept/Oct - State of the Arts 2022 @RGE, winners travel to MBPC in Oct - Bonnie

- Call for Entry is still live and runs through July 24th.
- Currently about 50 submissions and hoping for well over 100 (we've had close to 300 entries at least once)
- Juror will be Shannon Trevethan who was recommended to Bonnie by Brenda Meder from Hays Arts Council who Bonnie met at the Kansas State Arts Councils Symposium last Fall. Shannon runs the gallery in Russell, KS and has a BFA in arts. She is very excited to get started.

Nov/Dec - Stemp/ Nye/____

Shelly and Laurel will get together to confirm the third (glass) artist.

MARKETING

General Communications

- KCUR Radio Spots no update
- Website no update
- Social Media no update
- Newsletter Bonnie and Lisa are meeting to hand off.
- Community Partnerships no update
- Blog posts no update

ONGOING/FUTURE MEETING ISSUES

Homesteaders Plaque - Jessie asked what the current status of this is. Nickie will get an update from Meghan Buum with the City.

OTHER

Lori Stanziola, our July/August artist, was a prize winner at the Prairie Village Art Show!

Inga asked what time to show up for **set-up friday**, and it was decided that 5:30 would work great. Shelly reminded us that there are cans of soda in the tablecloth cabinet, and she has some more laundered tablecloths to return to the closet.

The Planning Committee as a Whole meeting ended around 7:15 PM.

END

Prairie Village Diversity Committee Agenda July, 12th, 2022 5:30 p.m. Prairie Village City Hall – Multi-Purpose Room

Call to Order

Attendance:

Inga Selders, Jameelah Lang, David Magariel, Karen Heath, John McKinney, Chi Nguyen, Chief Roberson, Etienne Clatanoff, Tim Schwartzkopf

Approval of Agenda: motion approved

Opening Remarks/Welcome – Inga Selders; introduction of 12 visitors

Approval of Meeting Minutes (06/14/22): motion approved

Presentations

Liaison Updates

- * Citizen Advisory Board Chief Roberson no update
- * Civil Service Board Chief Roberson no update

Project/Event Updates

- * Interpretive Panel Update David Magariel David asking for feedback on draft of interpretive panel, what else needs to be included?, public admission of history of PV to be included, will be in public location to be used as an education tool
- * Early Education Panel Discussion Update John McKinney will be asking executive director of Growing Futures to speak, will be asking Superintendent of SM to speak; value of educational milestones to be discussed; solutions will be discussed; barriers including transportation, access and early education to be discussed; possibly scheduled for mid August, working on getting moderator, working on panelists
- * Committee Team Building Activity Cole Robinson/Inga Selders no update
- * JazzFest Update Inga Selders resources aren't available so not sure if we will have a booth, Inga will keep ups posted

Old Business

*Coffee with the Community – Volunteers needed to oversee the following: secure a location(s), choose dates, marketing plan - will table this discussion

New Business

- * Discuss committee engagement and volunteerism. Identify some initial goals.
- * Discuss drafting new/additional language on the "History" page on the City of Prairie Village website to provide context about the racial restrictions created by the J.C. Nichols Company. David will work on editing/suggestions with Melissa

Agenda Items for August Looking Ahead 2022

July

- Subcommittee meeting dates Dates/Times/Location TBD
 - 1. Coffee and Culture Committee
 - 2. Play date (BIPOC community)
 - 3. Village Voice
 - 4. Juneteenth Committee
 - 5. MLK Committee
- Diversity Committee Meeting 7/12/22, 5:30 pm, MPR (Record Meeting Minutes Chi)

August

- Early Childhood Education Panel Discussion Date/Time/Location TBD
- Village Voice Submission Deadline for September/October Publication 8/5/22 Diversity Committee Meeting – 8/9/22, 5:30 pm, MPR (Record Meeting Minutes – Melissa)
- Subcommittee Meetings Dates/Times/Location TBD

September

- JazzFest 9/10/22, 3:00-10:00 pm, Harmon Park
- Committee Team Building Activity Cole Robinson/Inga Selders
- Diversity Committee Meeting 9/13/22, 5:30 pm, MPR (Record Meeting Minutes Jameelah)
- Subcommittee Meetings Dates/Times/Location TBD
- Community Playdate

October

- Village Voice Submission Deadline for November/December Publication 10/5/22
- Diversity Committee Meeting 10/10/22, 5:30 pm, MPR (Record Meeting Minutes David)
- Subcommittee Meetings Dates/Times/Location TBD

November

- Coffee with the Community Date/Time/Location TBD
- Diversity Committee Meeting 11/8/22, 5:30 pm, MPR (Record Meeting Minutes Etienne)
- Subcommittee Meetings Dates/Times/Location TBD
- Draft New Strategic Plan

December

- Third Panel Discussion Date/Time/Location TBD
- Diversity Committee Meeting 12/13/22, 5:30 pm, MPR (Record Meeting Minutes George)

• Subcommittee Meetings - Dates/Times/Location TBD

Information Items or Announcements Adjournment

PLANNING COMMISSION MINUTES AUGUST 02, 2022

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, August 2, 2022, at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jon Birkel, James Breneman, Patrick Lenahan, Greg Wolf, Melissa Brown, and Nancy Wallerstein.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Ashley Freburg, Deputy City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Lenahan moved for the approval of the minutes of the July 12, 2022, regular Planning Commission meeting. Ms. Wallerstein seconded the motion, which passed 5-0. Mr. Breneman abstained.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2022-115 Site Plan Exception for Fence

4411 W. 90th Street

Zoning: R-1A

Applicant: Bryan Kuhn

This application was continued from the July 2022 Planning Commission meeting, for the applicant to consider alternative fence or wall designs associated with the exception request. After further consideration, the applicant did not alter the application.

Mr. Brewster said the applicant is requesting to locate an 8' high privacy fence along the west property line, extending along the entire side yard from the rear lot line to the front. This lot line abuts commercial zoning and a commercial use to the west. Part of this boundary is the rear of a commercial building and part of it is a parking lot for commercial use. There is a currently a 6' high privacy fence extending along this property line, only in the rear and side of the residential lot. The remainder of this is a heavily landscaped edge mostly on the residential lot.

This request does not meet the ordinance requirements and would require the following two exceptions:

- Section 19.44.025(b)(3) has a maximum fence height of 6', and only allows up to 8' if the fence is within the building envelope (i.e., within all setbacks, as would apply to any building)
- Section 19.44.025(c)(1) limits fences in the front yard (any area in front of the front building line) to only "decorative fences"; decorative fences are described as at least 50% open and limited to no higher than 2.5'.

Mr. Brewster said staff recommended approval of the fence site plan with the height exception (8', instead of the required 6') and a design exception for the front yard (privacy fence rather than decorative fence) based upon adjacency of this property to a commercial use, with buildings and parking areas directly abutting the residential property. The exception should be based on the conceptual plan proposed in the application with the following limitations:

- 1. No fence shall be permitted within the right-of-way, or within 6' of the curb, whichever distance is greater from the street edge.
- The landscape buffer be maintained along the fence in the front yard.

Applicant and property owner Bryan Kuhn was present to discuss the application.

Mr. Breneman made a motion to approve PC2022-115 with the conditions listed by staff. Ms. Wallerstein seconded the motion, which passed 6-0.

PC2022-117 Lot Split

3900 and 3904 W. 85th Street

Zoning: R-1A

Applicant: Kevin Green

Mr. Brewster said the applicant is requesting to split an existing lot into two lots to allow the individual ownership of each side of a single duplex building. This property is part of an overall development project for Adult Senior Dwellings that includes a Special Use Permit and Final Development Plan.

The Planning Commission recommended approval of a Special Use Permit and a Preliminary Development Plan at a Special Meeting on July 29, 2015. (PC2015-08). The City Council approved the Planning Commission recommendations on August 17, 2015. The Planning Commission approved a preliminary, final plat and final development plan for Mission Chateau at the March 1, 2016 meeting. (PC2016-110). At this time, it was understood that the large lot to the south would be re-platted at a future date to facilitate the construction and sale of the villas, according to the final development plan. A final plat (Mission Chateau 2nd Plat) for Lots 3 through 13 for each of the twin villa lots was

approved by the Planning Commission in July 2016 and accepted by the City Council (PC2016-119). Each of these lots included a two-unit building.

As part of the Special Use Permit and Final Development Plan, it was understood that the twin villas would be individually owned, and a subsequent administrative step would be necessary to facilitate recording of documents to allow sale and individual ownership of each unit in each of the twin villa buildings. Six similar applications have been filed and approved by the Planning Commission for lots 8 through 13.

Mr. Brewster said staff recommends that the Planning Commission approve the lot split subject to the following conditions:

- 1. That the applicant record the approved lot split with the register of deeds and provide a copy of the recorded document prior to issuance of an occupancy permit.
- That each of the resulting lots and the building continue to be subject to all conditions of approval of the Special Use Permit, Preliminary and Final Development Plans, and Final Plat, as well as the covenants recorded with the previous final plat.

Applicant and developer Kevin Green was not present to discuss the application.

Mr. Lenahan made a motion to approve PC2022-117 with the conditions listed by staff. Mr. Birkel seconded the motion, which passed 6-0.

PC2022-118 Site Plan Exception for Fence

5330 W. 79th Street Zoning: R-1B

Applicant: Ric Resig

Mr. Brewster said the applicant is requesting to replace an existing fence that does not conform to the standards. Specifically, the request is for an exception to the required setback on Birch Street, allowing replacement of an approximate 4' chain link fence located in the current location approximately on property line, rather than 17.5' from the property line. The application does not indicate a specific fence type, but Mr. Resig confirmed the current fence would be replaced with a 6' privacy fence that is permitted according to fence standards in the side or rear yard.

The property is a corner lot on the northeast corner of 79th Street and Birch Street. The lot to the south (abutting the rear lot line) orients to Birch Street. The subject lot is an "end grain" lot, meaning it faces 79th Street while other lots further south on the block are oriented to Birch Street.

In this circumstance, the zoning ordinance requires the fence to be set back from the lot line on Birch Street the greater of 15' or one-half the front setback of the adjacent lots. [19.44.025.(c)(3)]. The abutting lot has a front setback of 35' from Birch Street, so the required fence setback is 17.5'. Since the proposed fenced area is in the side and rear

there are no restrictions on the design of the fence, other than the general height and design standards. ("Decorative" fence standard only apply to those permitted in the front yard areas.)

The proposal is for an exception to replace an existing chain link fence, rather than at the 17.5' setback as required by the ordinance. The fence would be approximately 11.5' from the curb of Birch Street. This requirement is to protect the front yard and streetscape views of "reverse corner" or "end grain" lots that front on the street differently than the corner lots that they abut. As an end grain lot, the building has a side-side orientation to the property line to the north and the principal structure is approximately 15' from that lot line. This results in a shallow rear fenced yard and a larger portion of the yard space exists in the side yard towards Birch Street. Therefore, the most prominent part of the existing fenced yard is in this area abutting Birch Street.

The applicant held a neighborhood meeting on July 25, 2022, in accordance with the City's Resident Participation Policy.

Mr. Brewster said staff recommends approval of this fence site plan with the exception given the following considerations:

- 1. This is a replacement of an existing non-conforming fence.
- 2. There is a sufficient amount of right-of-way between the lot line and the curb of Birch Street.
- 3. The subject property has a side-side relationship to the house to the north, resulting in a fenced rear yard area only 15' deep.
- 4. Although the conversion of the fence from 4' chain link to 6' privacy fence could increase barriers, there is a significant amount of vegetation throughout this area and a fence meeting the requirement would need to be placed at least 17.5' from the side lot line (further back than all of the vegetation barriers).
- 5. The proposed fence will meet all other standards other than the required setback along Birch Street.

Applicant and property owner Ric Resig was present to discuss the application.

Mr. Lenahan made a motion to approve PC2022-118 with the conditions listed by staff. Ms. Brown seconded the motion, which passed 6-0.

OTHER BUSINESS

None

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at $7:17\ p.m.$

Ashley Freburg Deputy City Clerk/Planning Commission Secretary

Prairie Village Jazz Fest 2022 Committee Meeting

Wednesday August 10, 2022, 5:30 p.m. City Council Chambers

Attendees

Dave Hassett Food and Beverage Chair

Amanda Hassett VIP Services Chair
Joyce Hagen Mundy Volunteers Chair
Brooke Morehead Fundraising Chair

J.D. Kinney Special Events Coordinator, Committee Chair
Dave Robinson Prairie Village City Council, Council Liaison

Mike Polich Infrastructure Chair Elissa Andre Marketing Chair

John Wilinski Backstage and Artist Hospitality Chair

Kyle Vanlanduyt Master of Ceremonies

Not attending

Alex Toepfer Talent Chair

Jim Barnes Stage and Technical Chair

Trudy Williams Prairie Village Arts Council Liaison

Committee Chair's Report

Temporary liquor permit approved at the City Council Meeting 8/1.

KDOR sales tax certificate received 8/8. Dave Hassett provided vendor info.

Site map submitted to PVPD for review. Emergency Plan submitted to Med Act

Fundraising and Sponsorships

MeadowBrook/Dial Senior Living has committed to a \$500 sponsorship. They are unlikely to require a marketing tent. They have been offered VIP access for 5.

Republic Services has transferred a \$5,000 sponsorship. They will be receiving VIP access as needed TBD. Inn at Meadowbrook has been offered VIP access for 2 for staff or guests.

Volunteers

T-shirts for Jazz Fest volunteers; quantity finalized.

Gates open at 2:00pm. First shift entry gate staff in place at 1:45 pm

SME Band Boosters confirmation for trash and recycling pick up TBD

Talent

Adam Larson Band sound check scheduled for Saturday 10:30 am. Other acts schedule TBD John Wilinski

F&B

Meghan Buum to conduct onsite test of tap to pay terminals at Harmon Park at beverage tent and main admission gate to ensure appropriate speed and connectivity.

Have received vendor fee payment from Burg & Barrel and Butterfluff.

Need remainder of contracts and any technical specifications for power.

Arctic Glacier credit card authorization completed and signed

VIP Services

VIP seating area to include 12 Adirondack chairs set in pairs with tables between, 4 high top bar tables with 2 barstools each, and a 60" round table with linens and 6 folding chairs. Also 1 6' table with linens for food, and 1 6' table without linen for beverage tent access. Black wrought iron fencing to be used to enlarge VIP area into grass in front of covered area

Stage, Lighting and Technical Services

Planned move in for stage is Thursday September 8, mov out is Sunday September 11.

Rented Infrastructure

Deposit made to AAA Rental to secure equipment and move in/move out dates

Madden Rental confirmed for Port a Potties and handwash stations.

Letter of understanding for rented ATM signed and executed.

Public Works to provide 10×20 tents for main entrance, 10×10 tents for committees/exhibitors, up to 30 6' tables, chairs and coolers. Site needs grid in progress

Marketing

Fans distributed at KU Kickoff at Corinth Square Friday August 12?

Mission Road street banners hung this week

Village Voice spread submitted and approval in progress.

Welcome banners and City Park banners revised and ready for pickup

Yard signs production underway. Map of key PV intersections reviewed and placements assigned.

Backstage/Artist Hospitality

Terell Stafford airfare reimbursement request received and reimbursement check issued.

Artist Hospitality tent will be Public Works 20x20 with 2 sidewalls. Tent will include 3 48" round tables with linens, raised to bar height with leg extenders, 3-4 premium barstools per table. Two 6 'tables for food and beverage. Same prepackaged snacks and beverages as in VIP tent

Master of Ceremonies to have a 10x10 tent with 48" round table with linen raised to bar height with leg extenders and 4 premium barstools. Working on vinyl backdrop with Jazz Fest logos step and repeat for livestream interviews.

Artist Hospitality Chair and crew to have a 10x10 tent with hightop table and 2 barstools.

Food schedule for Master of Ceremonies, Artist Hospitality Chair and stage crew TBD John Wilinski.

Prairie Village City Committees at Jazz Fest

Arts Council Requested tent, table, 2 chairs, details of activity TBD

Foundation Requested tent, 2 tables, 3 chairs. Emcee script of activity submitted Tree Board Requested tent, 1 table, 2 chairs. Emcee script of activities submitted

Environmental Requested a tent, table and chairs, details of activity TBD

The next Jazz Fest Committee meeting was scheduled for Thursday September 8, 2022, at 5:30 pm, starting in the MPR and moving to the Fest site as needed.

The meeting concluded at 6:35 p.m. Respectfully submitted: JD Kinney



PRAIRIE VILLAGE POLICE DEPARTMENT

"A Tradition of Service" Byron K. Roberson Chief of Police



DATE:

August 3, 2022

TO:

Wes Jordan

Prairie Village City Administrator

Jennifer Lee

Mission Hills City Administrator

FROM:

Chief Byron K. Roberson

SUBJECT: 2022 GOALS AND OBJECTIVES UPDATE

1... Research and explore transitioning from the MIDAS property program to utilizing the NICHE module for property management. If determined to be more efficient. provide training to staff and make any necessary policy revisions.

Status: COMPLETED. Research revealed MIDAS was no longer being supported and most JOCO agencies were transitioning to the NICHE module platform for property management. With the assistance of JOCO IT, we transitioned all property over to NICHE, provided training to staff, and updated the policy manual. Transition to the NICHE module was completed on June 27, 2022.

2 Research and create a more formal process for the selection of Field Training Officers (FTO).

Status: COMPLETED. A formal process was proposed to include supervisor positional rankings, the last two evaluations, and an internal interview as the new selection process for Field Training Officers moving forward. The process was approved and utilized in the selection of our two most recent FTO selections.

3. Improve the Department's efficiency regarding open records requests by researching and exploring the costs associated with converting the Department's archived reports on microfilm and micro fiche to a searchable digital format.

Status: COMPLETED. Staff Services contacted multiple JOCO agencies for input as to how they are currently addressing their microfilm transitioning, and received multiple quotes from vendors. After evaluating the functionality of each vendor's program, the decision was made to utilize R&D Computer Systems and their Laserfiche platform for our microfilm transition in 2023.

913/385-7710 Fax 913/642-6868 7710 MISSION ROAD PRAIRIE VILLAGE, KANSAS 66208-4230 www.pvkansas.com Printed on recycled paper

4. Research and explore the costs and benefits of utilizing web-based scheduling software for the Police Department.

Status: IN PROGRESS. Johnson County area departments were surveyed on which scheduling solutions they use. Three common vendors were identified and contacted. Each vendor provided a demonstration and quotes for review. Command staff is evaluating the cost and effectiveness of each option.

5. Research and explore the costs and benefits of purchasing new Department handguns and handgun optics, and explore changing from .40 caliber duty rounds to 9mm rounds for the Department handguns.

Status: IN PROGRESS. Firearms and armorers for the Department presented options on new handguns as the current handguns are reaching the end of their life. Information was presented on switching to 9 mm handguns and evaluating a new sighting system. New guns and holsters were added to the 2023 budget. Supervision also tested/evaluated some pistols with the new red dot sights. Currently we are waiting to receive multiple gun and optics options from S/W to perform a more thorough Department evaluation.

6. Develop and implement a robust crime prevention campaign to reduce property crime. Education would specifically target securing unlocked vehicles and the removal of valuable property that is an easy targets for thieves.

Status: On April 12, the Department began an on-going social media campaign with two crime prevention posts per week, reminding the public to lock and secure items (#9PMRoutine). An article was submitted to the September/October Village Voice urging citizens to secure valuables, along with details regarding the high percentage of preventable thefts/burglaries that have recently occurred in our City.

7. Research and explore costs related to boosting the Department's radio reception capabilities.

Status: IN PROGRESS. The Department has created an internal radio communication testing group and we are currently working with Commenco and Motorola to identify radio communication deficiencies within the community.

BKS:jlw

PRAIRIE VILLAGE FIRST QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	1,498	1,568	1,668	1,478	1,811	1,604.6	206.4
Calls By CSOs	192	228	260	219	202	220.2	(18)
Calls For Service Total	1,690	1,796	1,928	1,697	2,013	1,825	188
Offenses							
Burglary Residence	7	3	5	1	2	3.6	-1.6
Aggravated Burglary	2	2	-	4	1	1.8	(1)
Burglary Business / Church / Other	-	-	2	1	-	0.6	-0.6
Arson	2	-	-	-	-	0.4	(0)
Assault / Battery	20	19	9	27	19	18.8	0.2
Criminal Damage	19	20	29	20	24	22.4	2
Forgery	3	3	-	4	3	2.6	0.4
Fraud	20	10	9	20	22	16.2	6
Homicide	1	-	-	-	-	0.2	-0.2
Rape	-	-	-	1	-	0.2	(0)
Robbery	-	1	1	-	1	0.6	0.4
Sex Offenses	6	1	2	3	-	2.4	(2)
Trespassing	-	1	-	7	-	1.6	-1.6
Weapons Violations	1	3	2	2	1	1.8	(1)
Offenses Total	81	63	59	90	73	73	(0)
Thefts							-
All Other Theft	12	6	15	10	8	10.2	-2.2
Auto Theft	8	10	5	11	16	10.0	6
Shoplifting	4	9	11	4	8	7.2	0.8
Theft from Building	4	10	8	12	4	7.6	(4)
Theft from Motor Vehicle	14	21	8	21	20	16.8	3.2
Theft of Motor Vehicle Parts	2	6	1	6	5	4.0	1
Thefts Total	44	62	48	64	61	56	5
Arrests							-
Alcohol Related	13	8	13	13	4	10.2	-6.2
Drug Arrests	37	29	38	17	14	27.0	(13)
DUI	29	21	41	34	32	31.4	0.6
Arrests Total	79	58	92	64	50		50
Accidents							-
No Injury	71	64	48	43	43	53.8	(11)
Injury	14	12	15	13	10	12.8	-2.8
Hit and Run Accidents	12	12	5	14	7	10.0	(3)
Private Property	14	11	2	-	1	5.6	-4.6
Fatal	1	-	-	-	-	0.2	(0)
Accidents Total	112	99	70	70	61	82	(21)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	63	69	59	115	91	79.4	11.6
Residence Checks	68	60	21	21	23	38.6	(16)
House Checks	141	88	78	38	70	83.0	-13.0
Crime Prevention Total	272	217	158	174	184	201	(17)
Miscellaneous							-
Failure to Yield	-	-	-	10	14	4.8	9
Medical Calls	125	89	97	110	183	120.8	62.2
Mental Health Total	-	-	72	87	52	42.2	10
Traffic Stops	2,262	2,206	1,970	2,169	1,161	1,953.6	-792.6
Miscellaneous Total	2,387	2,295	2,139	2,376	1,410	2,121	(711)

MISSION HILLS FIRST QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	366	380	295	230	375	329.2	45.8
Calls By CSOs	19	7	22	11	19	15.6	3
Calls For Service Total	385	387	317	241	394	345	49
Offenses							-
Burglary Residence	3	2	1	4	3	2.6	0.4
Aggravated Burglary	1	-	-	5	1	1.4	(0)
Burglary Business / Church / Other	-	-	-	-	-	-	0.0
Arson	-	-	-	-	-	-	-
Assault / Battery	3	-	1	1	2	1.4	0.6
Criminal Damage	3	1	2	4	6	3.2	3
Forgery	-	-	-	-	-	-	0.0
Fraud	1	4	1	2	2	2.0	-
Homicide	-	-	-	-	-	-	0.0
Rape	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	0.0
Sex Offenses	-	-	-	-	-	-	-
Trespassing	-	-	-	-	-	-	0.0
Weapons Violations	-	-	-	-	-	-	-
Offenses Total	11	7	5	16	14	11	3
Thefts							-
All Other Theft	4	3	1	-	2	2.0	0.0
Auto Theft	3	2	2	3	4	2.8	1
Shoplifting	-	-	-	-	-	-	0.0
Theft from Building	1	-	3	-	1	1.0	-
Theft from Motor Vehicle	4	-	5	3	3	3.0	0.0
Theft of Motor Vehicle Parts	-	-	-	-	-	-	-
Thefts Total	12	5	11	6	10	9	1
Arrests							-
Alcohol Related	4	3	1	-	-	1.6	-1.6
Drug Arrests	4	3	3	3	2	3.0	(1)
DUI	6	4	9	3	7	5.8	1.2
Arrests Total	14	10	13	6	9		9
Accidents							-
No Injury	4	6	5	1	4	4.0	-
Injury	1	-	-	2	1	0.8	0.2
Hit and Run Accidents	3	-	1	-	1	1.0	-
Private Property	2	-	-	-	-	0.4	-0.4
Fatal	-	-	-	-	-	-	-
Accidents Total	10	6	6	3	6	6	(0)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	29	40	37	25	25	31.2	-6.2
Residence Checks	28	37	10	6	24	21.0	3
House Checks	139	143	91	94	61	105.6	-44.6
Crime Prevention Total	196	220	138	125	110	158	(48)
Miscellaneous							-
Failure to Yield	-	-	-	3	3	1.2	2
Medical Calls	8	12	5	4	17	9.2	7.8
Mental Health Total	-	-	2	5	12	3.8	8
Traffic Stops	892	874	781	664	491	740.4	-249.4
Miscellaneous Total	900	886	788	676	523	755	(232)

PRAIRIE VILLAGE / MISSION HILLS FIRST QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	1,864	1,948	1,963	1,708	2,186	1,933.8	252.2
Calls By CSOs	211	235	282	230	221	235.8	(15)
Calls For Service Total	2,075	2,183	2,245	1,938	2,407	2,170	237
Offenses							-
Burglary Residence	10	5	6	5	5	6.2	-1.2
Aggravated Burglary	3	2	-	9	2	3.2	(1)
Burglary Business / Church / Other	-	-	2	1	-	0.6	-0.6
Arson	2	-	-	-	-	0.4	(0)
Assault / Battery	23	19	10	28	21	20.2	0.8
Criminal Damage	22	21	31	24	30	25.6	4
Forgery	3	3	-	4	3	2.6	0.4
Fraud	21	14	10	22	24	18.2	6
Homicide	1	-	-	-	-	0.2	-0.2
Rape	-	-	-	1	-	0.2	(0)
Robbery	-	1	1	-	1	0.6	0.4
Sex Offenses	6	1	2	3	-	2.4	(2)
Trespassing	-	1	-	7	-	1.6	-1.6
Weapons Violations	1	3	2	2	1	1.8	(1)
Offenses Total	92	70	64	106	87	84	3
Thefts							-
All Other Theft	16	9	16	10	10	12.2	-2.2
Auto Theft	11	12	7	14	20	12.8	7
Shoplifting	4	9	11	4	8	7.2	0.8
Theft from Building	5	10	11	12	5	8.6	(4)
Theft from Motor Vehicle	18	21	13	24	23	19.8	3.2
Theft of Motor Vehicle Parts	2	6	1	6	5	4.0	1
Thefts Total	56	67	59	70	71	65	6
Arrests							-
Alcohol Related	17	11	14	13	4	11.8	-7.8
Drug Arrests	41	32	41	20	16	30.0	(14)
DUI	35	25	50	37	39	37.2	1.8
Arrests Total	93	68	105	70	59		59
Accidents							-
No Injury	75	70	53	44	47	57.8	(11)
Injury	15	12	15	15	11	13.6	-2.6
Hit and Run Accidents	15	12	6	14	8	11.0	(3)
Private Property	16	11	2	-	1	6.0	-5.0
Fatal	1	-	-	-	-	0.2	(0)
Accidents Total	122	105	76	73	67	89	(22)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	92	109	96	140	116	110.6	5.4
Residence Checks	96	97	31	27	47	59.6	(13)
House Checks	280	231	169	132	131	188.6	-57.6
Crime Prevention Total	468	437	296	299	294	359	(65)
Miscellaneous							-
Failure to Yield	-	-	-	13	17	6.0	11
Medical Calls	133	101	102	114	200	130.0	70.0
Mental Health Total	-	-	74	92	64	46.0	18
Traffic Stops	3,154	3,080	2,751	2,833	1,652	2,694.0	-1042.0
Miscellaneous Total	3,287	3,181	2,927	3,052	1,933	2,876	(943)

PRAIRIE VILLAGE FIRST HALF CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	3,336	3,393	3,194	3,106	3,871	3,380.0	491.0
Calls By CSOs	428	523	545	508	517	504.2	13
Calls For Service Total	3,764	3,916	3,739	3,614	4,388	3,884	504
Offenses							-
Burglary Residence	13	13	9	9	7	10.2	-3.2
Aggravated Burglary	4	3	-	7	3	3.4	(0)
Burglary Business / Church / Other	-	-	2	1	-	0.6	-0.6
Arson	2	-	-	-	-	0.4	(0)
Assault / Battery	39	38	30	49	35	38.2	-3.2
Criminal Damage	41	45	43	39	50	43.6	6
Forgery	5	4	4	5	5	4.6	0.4
Fraud	37	18	24	34	48	32.2	16
Homicide	2	-	1	1	-	0.8	-0.8
Rape	1	-	1	2	-	0.8	(1)
Robbery	-	2	2	-	1	1.0	0.0
Sex Offenses	8	2	4	6	-	4.0	(4)
Trespassing	-	6	6	7	-	3.8	-3.8
Weapons Violations	4	7	6	3	2	4.4	(2)
Offenses Total	156	138	132	163	151	148	3
Thefts							-
All Other Theft	22	22	33	14	25	23.2	1.8
Auto Theft	15	13	11	22	31	18.4	13
Shoplifting	9	11	14	7	11	10.4	0.6
Theft from Building	15	22	19	19	12	17.4	(5)
Theft from Motor Vehicle	51	31	20	45	46	38.6	7.4
Theft of Motor Vehicle Parts	4	7	3	10	11	7.0	4
Thefts Total	116	106	100	117	136	115	21
Arrests							-
Alcohol Related	21	14	18	16	10	15.8	-5.8
Drug Arrests	77	54	52	28	29	48.0	(19)
DUI	72	42	63	62	56	59.0	-3.0
Arrests Total	170	110	133	106	95		95
Accidents							-
No Injury	150	147	79	85	93	110.8	(18)
Injury	24	25	25	30	29	26.6	2.4
Hit and Run Accidents	31	27	8	19	13	19.6	(7)
Private Property	25	24	3	1	1	10.8	-9.8
Fatal	1	-	-	-	-	0.2	(0)
Accidents Total	231	223	115	135	136	168	(32)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	139	138	188	258	196	183.8	12.2
Residence Checks	150	109	36	34	40	73.8	(34)
House Checks	237	205	83	94	167	157.2	9.8
Crime Prevention Total	526	452	307	386	403	415	(12)
Miscellaneous							-
Failure to Yield	-	-	-	41	28	13.8	14
Medical Calls	235	213	210	221	390	253.8	136.2
Mental Health Total	-	31	165	149	104	89.8	14
Traffic Stops	4,508	4,311	2,895	4,247	2,587	3,709.6	-1122.6
Miscellaneous Total	4,743	4,555	3,270	4,658	3,109	4,067	(958)

MISSION HILLS FIRST HALF CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	765	744	626	573	800	701.6	98.4
Calls By CSOs	50	29	42	34	57	42.4	15
Calls For Service Total	815	773	668	607	857	744	113
Offenses							-
Burglary Residence	5	4	1	7	6	4.6	1.4
Aggravated Burglary	1	1	-	6	4	2.4	2
Burglary Business / Church / Other	-	1	-	-	-	0.2	-0.2
Arson	-	-	-	-	-	-	-
Assault / Battery	5	-	3	3	3	2.8	0.2
Criminal Damage	4	4	7	11	17	8.6	8
Forgery	1	-	-	1	-	0.4	-0.4
Fraud	3	5	2	2	9	4.2	5
Homicide	-	-	-	-	-	-	0.0
Rape	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	0.0
Sex Offenses	-	-	-	-	-	-	-
Trespassing	1	1	1	-	-	0.6	-0.6
Weapons Violations	-	-	-	-	-	-	-
Offenses Total	20	16	14	30	39	24	15
Thefts							-
All Other Theft	6	5	2	1	3	3.4	-0.4
Auto Theft	4	3	2	6	11	5.2	6
Shoplifting	-	-	-	-	-	-	0.0
Theft from Building	2	1	4	3	4	2.8	1
Theft from Motor Vehicle	11	2	11	10	13	9.4	3.6
Theft of Motor Vehicle Parts	-	-	-	1	3	0.8	2
Thefts Total	23	11	19	21	34	22	12
Arrests							-
Alcohol Related	4	5	3	3	-	3.0	-3.0
Drug Arrests	9	9	8	11	5	8.4	(3)
DUI	13	12	14	5	9	10.6	-1.6
Arrests Total	26	26	25	19	14		14
Accidents							-
No Injury	12	16	7	5	9	9.8	(1)
Injury	1	2	1	3	2	1.8	0.2
Hit and Run Accidents	7	3	2	1	3	3.2	(0)
Private Property	2	1	-	-	1	0.8	0.2
Fatal	-	-	-	-	-	-	-
Accidents Total	22	22	10	9	15	16	(1)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	66	96	79	73	61	75.0	-14.0
Residence Checks	66	63	26	17	33	41.0	(8)
House Checks	254	240	95	166	115	174.0	-59.0
Crime Prevention Total	386	399	200	256	209	290	(81)
Miscellaneous							-
Failure to Yield	-	-	-	9	6	3.0	3
Medical Calls	16	18	12	18	33	19.4	13.6
Mental Health Total	-	3	9	14	19	9.0	10
Traffic Stops	1,787	1,651	1,005	1,305	1,052	1,360.0	-308.0
Miscellaneous Total	1,803	1,672	1,026	1,346	1,110	1,391	(281)

PRAIRIE VILLAGE / MISSION HILLS FIRST HALF CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	4,101	4,137	3,820	3,679	4,671	4,081.6	589.4
Calls By CSOs	478	552	587	542	574	546.6	27
Calls For Service Total	4,579	4,689	4,407	4,221	5,245	4,628	617
Offenses							-
Burglary Residence	18	17	10	16	13	14.8	-1.8
Aggravated Burglary	5	4	-	13	7	5.8	1
Burglary Business / Church / Other	-	1	2	1	-	0.8	-0.8
Arson	2	-	-	-	-	0.4	(0)
Assault / Battery	44	38	33	52	38	41.0	-3.0
Criminal Damage	45	49	50	50	67	52.2	15
Forgery	6	4	4	6	5	5.0	0.0
Fraud	40	23	26	36	57	36.4	21
Homicide	2	-	1	1	-	0.8	-0.8
Rape	1	-	1	2	-	0.8	(1)
Robbery	-	2	2	-	1	1.0	0.0
Sex Offenses	8	2	4	6	-	4.0	(4)
Trespassing	1	7	7	7	-	4.4	-4.4
Weapons Violations	4	7	6	3	2	4.4	(2)
Offenses Total	176	154	146	193	190	172	18
Thefts							-
All Other Theft	28	27	35	15	28	26.6	1.4
Auto Theft	19	16	13	28	42	23.6	18
Shoplifting	9	11	14	7	11	10.4	0.6
Theft from Building	17	23	23	22	16	20.2	(4)
Theft from Motor Vehicle	62	33	31	55	59	48.0	11.0
Theft of Motor Vehicle Parts	4	7	3	11	14	7.8	6
Thefts Total	139	117	119	138	170	137	33
Arrests							-
Alcohol Related	25	19	21	19	10	18.8	-8.8
Drug Arrests	86	63	60	39	34	56.4	(22)
DUI	85	54	77	67	65	69.6	-4.6
Arrests Total	196	136	158	125	109		109
Accidents							-
No Injury	162	163	86	90	102	120.6	(19)
Injury	25	27	26	33	31	28.4	2.6
Hit and Run Accidents	38	30	10	20	16	22.8	(7)
Private Property	27	25	3	1	2	11.6	-9.6
Fatal	1	-	-	-	-	0.2	(0)
Accidents Total	253	245	125	144	151	184	(33)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	205	234	267	331	257	258.8	-1.8
Residence Checks	216	172	62	51	73	114.8	(42)
House Checks	491	445	178	260	282	331.2	-49.2
Crime Prevention Total	912	851	507	642	612	705	(93)
Miscellaneous							-
Failure to Yield	-	-	-	50	34	16.8	17
Medical Calls	251	231	222	239	423	273.2	149.8
Mental Health Total	-	34	174	163	123	98.8	24
Traffic Stops	6,295	5,962	3,900	5,552	3,639	5,069.6	-1430.6
Miscellaneous Total	6,546	6,227	4,296	6,004	4,219	5,458	(1,239)

THE CITY OF PRAIRIE VILLAGE STAR OF KANSAS

DATE:

August 25, 2022

TO:

Mayor Mikkelson

City Council

FROM:

Wes Jordan

SUBJECT: SEPTEMBER PLAN OF ACTION

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

2023 Budget

o Exceeding Revenue Neutral Rate Hearing - Nickie (09/22)

Budget Adoption Public Hearing - Nickie (09/22)

PV Foundation Fall Meeting - Meghan (09/22)

2022 Compensation/Benefit/Classification Presentation - Staff (09/22)

- Finance Committee
- o Council
- Lancer Day Parade PD/PW (09/22)
- Selection of Architect for Design Evaluation of CH Project Melissa (09/22)
- RFP Phone Replacement Consultant Tim/Dan (09/22)
- Hiring Processes Staff (09/22)
- Public Works Open House Sept 13 Staff (09/22)
- State of the Arts Event September 9 Arts Council/Staff (09/22)
- Holiday event planning Meghan/JD (9/22)
- Summer recreation program and fee review Meghan (9/22)

In Progress

- Teen Council Recruitment and program kickoff Piper/Meghan/Ashley (08/22)
- Lap Pool Repair Project Keith (08/22)
- Recycle Right Initiative Ashley/Adam (07/22)
- 2023 MH Budget & Contract Chief (07/22)
- Health-related Benefits Review w/Insurance Committee Nickie/Jason/Cindy (07/22)
- 2nd Quarter Financial Report Jason (07/22)
- Review Council Policy Concerning Remote Meetings David/Staff (07/22)
- Ad Hoc Housing Committee Recommendations Review Nickie/Chris (07/22)
- Civic Center
 - MOU w/YMCA Wes (07/22)
 - Prepare Second Survey for Council Consideration Wes (07/22)

- Diversity Training Tim/Cindy (06/22)
- Ward Boundaries Nickie/Chris (06/22)
- Subdivision Regulations Amendments/Easement Vacation Nickie/Chris (04/22)
- Next Steps UCS Racial Equities Tim (04/22)
- City Hall/PD Feasibility Study Keith/Melissa (04/22)
- Business Continuity Plan Tim/Dan/Nickie (03/22)
- Civic Center Ad-Hoc Committee Staff (03/22)
- Disaster Recovery Plan Dan/Tim (03/22)
- Special Event Planning JD/Meghan (03/22)
 - JazzFest
- Compensation and Benefits Study Cindy/Staff (02/22)
- Diversity Recruitment Review Cindy/Staff (01/22)
- Agenda Management Software Evaluation Adam (12/21)
- New Permit & Licensing Software Implementation Nickie/Staff (12/21)
- Phone System Replacement IS (11/21)
- Researching Department of Energy Solar App+ Program Nickie (10/21)
- American Rescue Plan Act Fund Uses & Expiration Staff (04/21)
- 2021 International Energy Conservation Code Nickie/Mitch (03/21)
- E/V Charging Station Installation PW (10/20)
- Memorial Plaques in Parks Criteria Review Staff (08/19)
- Research Viability of Interior Rental Inspections Nickie (06/19)

Completed

- Council Chamber Projector Replacement IS (05/22)
- Race to Zero Reporting Ashley (08/22)
- Council Photos Ashley (04/22)
- Global Ties/Ukrainian Art Auction Meghan (06/22)
- Education Initiative re Revenue Neutral Rate Jason/Ashley (06/22)
- Sept/Oct Village Voice Ashley (08/22)
- Back to School with a Firefighter Meghan/PV Foundation (08/22)
- Consider Bird Scooter Renewal Keith (08/22)
- Crime Stats 6 month Review Chief (08/22)
- 2023 Budget
 - Resolution to Exceed Revenue Neutral Rate Nickie (07/22)
 - o Permission to Publish Budget (07/22)
- Onboarding New Finance Director Nickie (07/22)
- 2nd Quarter Pension Board Meeting Cindy (07/22)

Tabled Initiatives

- Pool Mural Project Meghan (04/21) [placed on hold until Civic Center discussion is concluded 09/22 because the location could be impacted]
- Review & update the City Code/Ordinances
- Review & Update City Policies

- Review of Smoking Ordinance/e-cigs
 Single Use Plastic Bag Discussion Staff (02/20) [pending Council direction]

THE CITY OF PRAIRIE VILLAGE STAR OF KANSAS

DATE:

August 26, 2022

TO:

Mayor Mikkelson

City Council

FROM:

Wes Jordan

SUBJECT: SEPTEMBER PLAN OF ACTION PROJECT UPDATE

Hiring Processes - Staff (09/22)

Police Officer - 5 vacancies remaining (4 new officers starting in August)

- Dispatcher 1 vacancy (new)
- Court Clerk 1 vacancy (new)
- Maintenance I 1 vacancy (new due to retirement)
- Community Service Officer in background phase
- Part-time City Prosecutor (new)

Ad Hoc Housing Committee Recommendation Next Steps - Planning Commission/Staff (09/22)

The City Council directed staff to review the Ad Hoc Housing Committee's recommendations at the June 21, 2022 Council meeting. Since that time, staff has been working with Planner Chris Brewster to develop next steps. The Planning Commissioners will have their first discussion about the recommendations at their September 13 Planning Commission meeting and will be rolling out a proposed process and timeline which will be shared with the City Council and public. Staff is also preparing a Q & A document to inform the public and correct misinformation about the subject/process.

Diversity Recruitment Review - Cindy/Staff (01/22)

We are going to undertake a comprehensive review of our diversity recruiting efforts to determine future hiring strategies. We will be leveraging resources from the UCS Racial Equities in Communities Pilot program to assist with this initiative.

Phone System Replacement - IS Staff/Tim (11/21)

Update - We have posted an RFP for a consultant to help navigate the replacement of the city-wide phone system (Mitel) that has reached end-of-life and will no longer be supported. We will need to determine our needs in relation to new systems and begin

the process of moving in the direction of replacing the existing infrastructure. The current system was purchased in 2011 for \$109,000 with an anticipated life expectancy of 10 years.

Researching Department of Energy Solar App+ Program - Nickie (10/21)

The US Department of Energy recently released a new program for local communities to utilize that will streamline the plan review, permitting, and inspection process for solar energy. Soon, this program will expand to other permits like EV charging stations and re-roofing permits. Staff is currently researching the possibility of using this tool and identifying what policies or regulations may need to be revised in order to do so. This is a project staff is working on during slower work days and may take a few months before a further update is available.

2021 International Energy Conservation Code - Nickie/Mitch (03/21)

Update - Mitch (Building Official) attended a week-long training on the 2021 IECC the first week of March and continues to study the code to prepare for adoption. We are currently experiencing extremely high volume of plan reviews coming in, which is slowing down the process to adopt the 2021 IECC. We have begun the process of contracting out for plan review services to help us stay on top of plan review, and the goal is that once we are caught up we will bring forward the ordinance to Council for adoption.

American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)

Update - The City received \$1.62m American Rescue Plan dollars in July 2021, and the received \$1.6m in July 2022. The Department of Treasury released its Final Rule which included details on how the funds can be spent. The Council discussed uses of funds at the Council Work Session in February, and also when approving the preliminary 2023 Budget.

Pool Mural Project - Meghan (04/21)

Update - This project has been placed on temporary hold until there is a better understanding about the possible construction of a Civic Center. We would not want to paint a mural if there is a possibility the location could be subject to construction. The City has received grant funding in the amount of \$3,500 for the proposed pool mural. A call for artists will open shortly, and proposed murals will be reviewed by representatives from Park & Rec, the Arts Council, and Diversity Committee.

City Hall/PD Feasibility Study - Staff (03/01)

Update - An RFP was issued for qualified firms that can perform the following outcomes of the proposal. In brief, the purpose of this project is to:

consider all components of the Municipal Campus for adjacencies;

- consider all components in the renovation process for initial cost estimating and concepts;
- at all phases of design, LEED Gold Certification should be taken into consideration
- phases for consideration with this RFP include concept and schematic design
- future phases of design development and construction documents will be considered to include an addendum to the contract for this phase.

Staff, Councilman Cole Robinson, and Councilman Greg Shelton conducted interviews of applicants on August 19 and are recommending the Council approve Clark & Enersen for architectural and engineering design services.

E/V Charging Station Installation - PW (10/20)

Update - Construction has begun on the installation of Electric Vehicle charging station(s) in the south parking lot of the Municipal complex near the Skate Park.

Memorial Plaques in Parks Criteria Review - Staff (08/19)

This item has been temporarily tabled by staff due to prioritization of other projects. When this matter is brought forward, we want to make sure the PV Foundation, Park & Rec, and Council are on the same page about the criteria and cost of memorial plaques in parks.

Research Viability of Interior Rental Inspections - Nickie (06/19)

Nickie hopes to revisit this item in the coming months after evaluating the workload and changes that have been brought forward as a result of the new building code, tree protection ordinance, sustainability grant, construction site screening requirements, new codes software implementation, and moving to the new public works building. We will also have to revisit KSA restrictions on interior inspections.