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<http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Tuesday, June 20, 2023
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **INTRODUCTION OF STUDENTS AND SCOUTS**
- VI. **PRESENTATIONS**
- VII. **PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on June 20. Comments will be shared with Councilmembers prior to the meeting.

VIII. **CONSENT AGENDA**

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

By Staff:

1. Consider approval of regular City Council meeting minutes – June 5, 2023
2. Consider approval of expenditure ordinance 3027
3. Consider the school crossing guard contract renewal with All City Management Services (ACMS) INC.

- IX. **COMMITTEE REPORTS**
- X. **MAYOR'S REPORT**
- XI. **STAFF REPORTS**
- XII. **OLD BUSINESS**
- XIII. **NEW BUSINESS**

COU2023-40 Consider approval of a contract with McAnany Construction for the 2023 UBAS program
Melissa Prenger

COU2023-41 Consider inter-agency agreement with Johnson County for MIRD0008: Mission Road 83rd to 95th mill and overlay project
Melissa Prenger

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

Preliminary 2024 Budget Presentation
Jason Hannaman

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**



PRAIRIE VILLAGE
KANSAS

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JUNE 5, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 5 at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden 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; Tim Schwartzkopf, Assistant City Administrator; Meghan Buum, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. Ms. Limbird seconded the motion, which passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PRESENTATIONS

Mr. Cole Robinson read a proclamation declaring June as LGBTQ+ Pride Month in Prairie Village.

PUBLIC PARTICIPATION

- Pam Justus, Ward 6, stated her opposition to the proposed community center.
- Jan Lane, Ward 1, shared concerns about certain proposals recommended by the Ad Hoc Housing Committee.
- Terry O'Toole, Ward 1, noted that he was running unopposed for City Council, and that he looked forward to working with the Mayor, other Councilmembers and City staff once elected.
- Leon Patton, Ward 5, shared thoughts about leadership and misinformation.



CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes - May 15, 2023
2. Consider approval of expenditure ordinance #3026
3. Consider reappointment of Public Works Director

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

After approval, Mayor Mikkelson swore in Keith Bredehoeft as Public Works Director for a four-year term.

COMMITTEE REPORTS

- **PC2023-106 Consider Ordinance 2485 to approve the renewal of a special use permit for Homestead Country Club at 4100 Homestead Court**

Mr. Brewster stated that the applicant was requesting a renewal of their special use permit due to the five-year expiration date since the previous renewal in 2018. No additions or changes to the current site or operations were proposed with the application. He noted that the club was built in 1954 and had been operating under a special use permit since 1982, which had been renewed and amended several times to account for different operations and development activity.

The Planning Commission held a public hearing on May 2. Comments were submitted prior to the meeting pertaining to parking issues which were addressed during the meeting, but no additional comments were made at the hearing. Staff originally suggested extending the renewal period to 10 years, but the Planning Commission recommended a five-year renewal timeframe subject to certain conditions.

Mr. Brewster said that a special use permit application required the City Council to act in its quasi-judicial role. When acting in this capacity, rather than a legislative capacity, the governing body must set aside personal opinions and, like a judge, apply the law to facts presented in the public record, taking into consideration the criteria commonly referred to as the “Golden” factors.

Mrs. McFadden asked for additional information about parking concerns, and how frequently they occurred. Police Captain Eric McCullough stated that issues were generally only observed when events were being held at the club, and that they were minor.



Mrs. McFadden asked whether the Council could approve the special use permit with a ten-year expiration date rather than five years as recommended by the Planning Commission. Mr. Waters said that nine votes of the Governing Body would be required to override the Planning Commission's recommendation, and that the Council also had the option of sending the item back to the Planning Commission to reconsider the term.

Mr. Cole Robinson suggested that the five-year term was more appropriate due to the number of new homes recently constructed on Homestead Drive, as well as an increase in club membership. Mr. Shelton and Ms. Reimer agreed.

Mr. Nelson made a motion to approve the renewal of the existing special use permit as presented. Mr. Shelton seconded the motion. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Gallagher. The motion passed 11-0.

- Mrs. McFadden said that the VillageFest Committee met on May 25 to continue planning for the Independence Day event.
- Mr. Dave Robinson noted that the Insurance Committee had sent out an RFP for insurance brokers earlier in the year. Five responses were received, and four firms were invited to present to the committee on June 6.
- Ms. Limbird reported that the Prairie Village Art Fair had taken place the prior weekend at the Prairie Village Shops and that the Arts Council had a tent and table at the event. She noted that a coloring table for the Juneteenth kids' poster contest was also present. Additionally, a temporary sculpture had been installed at the Meadowbrook Shopping Center, and would remain there for 24 months.

Mayor Mikkelson shared a letter from an entrant in the recent photography exhibit complimenting the Arts Council.

- Ms. Reimer said that the Environmental Committee met on May 24 to finalize plans for its presence at VillageFest. Butterfly-themed crafts and milkweed seeds would be made available to attendees. She added that the Committee recommended the City consider holding a large-item cardboard recycling pickup event similar to the annual large-item trash pickup.
- Mr. Cole Robinson said that a Juneteenth Freedom Celebration planning meeting was held the prior weekend, and that the event would take place on June 17 at Harmon Park. Additionally, a town hall on recent state legislation regarding transgender individuals would be held on June 26 at Meadowbrook Park.



MAYOR'S REPORT

- The Mayor stated he had attended the following events since the prior Council meeting:
 - A Northeast Johnson County Chamber of Commerce Leadership Academy graduation, at which Chief Roberson and Ms. Lee graduated
 - A Touch-a-Truck event at the Public Works facility
 - The second-annual Meadowbrook Park festival on June 2
 - A retirement celebration for Lorra Jagow, who served 22 years as a records clerk in the Police Department
 - A preview of the remodeled Kansas City Ballet studio in the Meadowbrook shopping center, which would reopen later in the year
- The Mayor noted the following upcoming events:
 - A Wyandotte County / Johnson County Mayors meeting on June 7
 - A MARC Regional Assembly meeting on June 9
 - A United Community Services of Johnson County board meeting on June 9
 - A Northeast Johnson County Chamber golf tournament on June 12
 - A seminar regarding federal grant training for municipalities on June 13 at the Black and Veatch headquarters
 - An Overland Park Chamber of Commerce meeting about World Cup planning on June 20
- The Mayor also noted the following:
 - The passing of Donna Bysfield, a former Shawnee Mission School Board representative
 - The Shawnee Mission East boys' golf team won first in the state 6A competition
 - The Kansas City Christian School's tennis team won first in the state 3A competition
 - Shawnee Mission East senior Wyatt Houghton won titles in 800-meter, 1600-meter and 3200-meter races at the Kansas Class 6A state track and field meet

STAFF REPORTS

- Mr. Jordan reported that the first draft of the 2024 budget would be presented at the June 20 Council meeting. He added that the June plan of action was included in the meeting packet.

Mr. Dave Robinson asked about the progress of the MOUs with the Johnson County Library and YMCA regarding the proposed community center. Mr. Jordan stated that both entities were currently reviewing the draft documents, and that it was possible they could be presented to Council for approval at the June 20 meeting. He also noted that the July 3 meeting would be cancelled.



- Mr. Bredehoeft said the Public Works Department was planning to apply for the “Safe Streets for All” program, which could provide federal funding for road construction projects. He also noted that staff would be meeting with residents on 67th Street between Roe and Nall to discuss traffic calming issues on June 13.

OLD BUSINESS

None

NEW BUSINESS

None

COUNCIL COMMITTEE OF THE WHOLE

None

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 6:58 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 20, 2023

Copy of Ordinance
3027

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

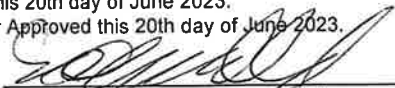
| NAME | DATE | AMOUNT | TOTAL |
|-------------------------------------|-----------|------------|---------------------|
| EXPENDITURES: | | | |
| Accounts Payable | | | |
| 28420-28433 | 5/5/2023 | 27,494.83 | |
| 28434-28515 | 5/12/2023 | 813,787.27 | |
| 28516-28531 | 5/19/2023 | 52,536.10 | |
| 28532-28595 | 5/26/2023 | 609,620.37 | |
| | | | |
| Payroll Expenditures | | | |
| 5/5/2023 | | 425,766.27 | |
| 5/19/2023 | | 413,732.64 | |
| | | | |
| Electronic Payments | | | |
| Electronic Pmnts | 5/4/2023 | 9,592.47 | |
| | 5/5/2023 | 5,376.41 | |
| | 5/8/2023 | 4,705.60 | |
| | 5/10/2023 | 691.31 | |
| | 5/12/2023 | 1,558.22 | |
| | 5/15/2023 | 432.41 | |
| | 5/16/2023 | 87.71 | |
| | 5/25/2023 | 152.92 | |
| | | | |
| TOTAL EXPENDITURES: | | | 2,365,534.53 |
| | | | |
| Voided Checks | Check # | (Amount) | |
| | | | |
| TOTAL VOIDED CHECKS: | | | - |
| | | | |
| GRAND TOTAL CLAIMS ORDINANCE | | | 2,365,534.53 |

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

Passed this 20th day of June 2023.

Signed or Approved this 20th day of June 2023.

ATTEST:


City Treasurer

ATTEST:


Finance Director



POLICE DEPARTMENT

Council Meeting Date: June 20, 2023

CONSENT AGENDA: Consider the school crossing guard contract renewal with All City Management Services (ACMS) INC.

RECOMMENDATION

Staff recommends approval of the contract with ACMS Inc. for the 2023-2024 school year.

COUNCIL ACTION REQUESTED ON: June 20, 2023

BACKGROUND

The Police Department has utilized a private company to provide school crossing guard services since 2014. The City has contracted with ACMS since the 2017-2018 school year. The proposed contract includes coverage for the 2023-2024 school year. ACMS did implement an increase in the hourly cost of approximately 16.57% over the previous contract. The hourly rate for the 2022-2023 school year was \$24.86/hr. The proposed agreement includes an increase to \$28.98/hr for the 2023-2024 school year. ACMS advised that the hourly increase would provide a wage increase to the crossing guards and the supervisor for our area. The City was aware of the projected increase and budgeted for the increase in the proposed 2024 budget.

The contract states that the City will pay the per hour rate for each crossing guard shift, not to exceed 2 hours per guard per day. This is within the budgeted amount.

FUNDING SOURCE:

01-03-23-6009-000

ATTACHMENTS

Proposed contract with All City Management Services, Inc.

PREPARED BY

Captain Eric McCullough
Patrol Division Commander
June 1, 2023



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May 31, 2023 and is between the CITY OF PRAIRIE VILLAGE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be designated by the City of Prairie Village.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City’s jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-eight Dollars and Ninety-eight Cents (**\$28.98**) per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites the Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (2,880) hours of service the cost shall not exceed Eighty-three Thousand, Four Hundred and Sixty-two Dollars (\$83,462.00) for the 2023-2024 school year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. 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.
19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

CONTRACTOR

City of Prairie Village

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____



PUBLIC WORKS DEPARTMENT

Council Meeting: June 20, 2023

COU2023-40 CONSIDER APPROVAL OF A CONTRACT WITH McANANY CONSTRUCTION FOR THE 2023 UBAS PROGRAM (UBAS2023)

RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with McAnany Construction Inc. for the 2023 UBAS Program in the amount of \$395,000.

BACKGROUND

Ultra-thin bonded asphalt surface (UBAS) is an asphalt surface treatment used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface. The overlay can disperse water quickly off the surface, which reduces roadway spray from vehicles and provides greater visibility in wet weather. This treatment is being used on Prairie Village arterial and collector streets.

On May 25, 2023, the office of the City Clerk opened bids for the 2023 UBAS Program.

Two bids were received:

| | |
|----------------------|---------------|
| McAnany Construction | \$ 333,773.70 |
| Superior Bowen | \$ 361,512.25 |
| Engineer's Estimate | \$ 421,413.50 |

City staff has reviewed the bids for accuracy and recommends awarding to the project to McAnany Construction.

The project was bid at \$337,773.70. There is \$395,000 budgeted for the construction of this project and the contract will be awarded for that amount. Locations will be adjusted (increased) to utilize the \$395,000 budget.

FUNDING SOURCE

There is funding available in the CIP Project UBAS2023.

ATTACHMENTS

1. Construction Agreement with McAnany Construction.
2. UBAS2023 Map

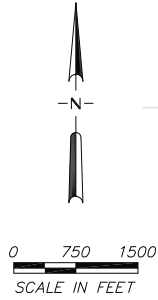
PREPARED BY

Melissa Prenger, City Engineer

June 13, 2023

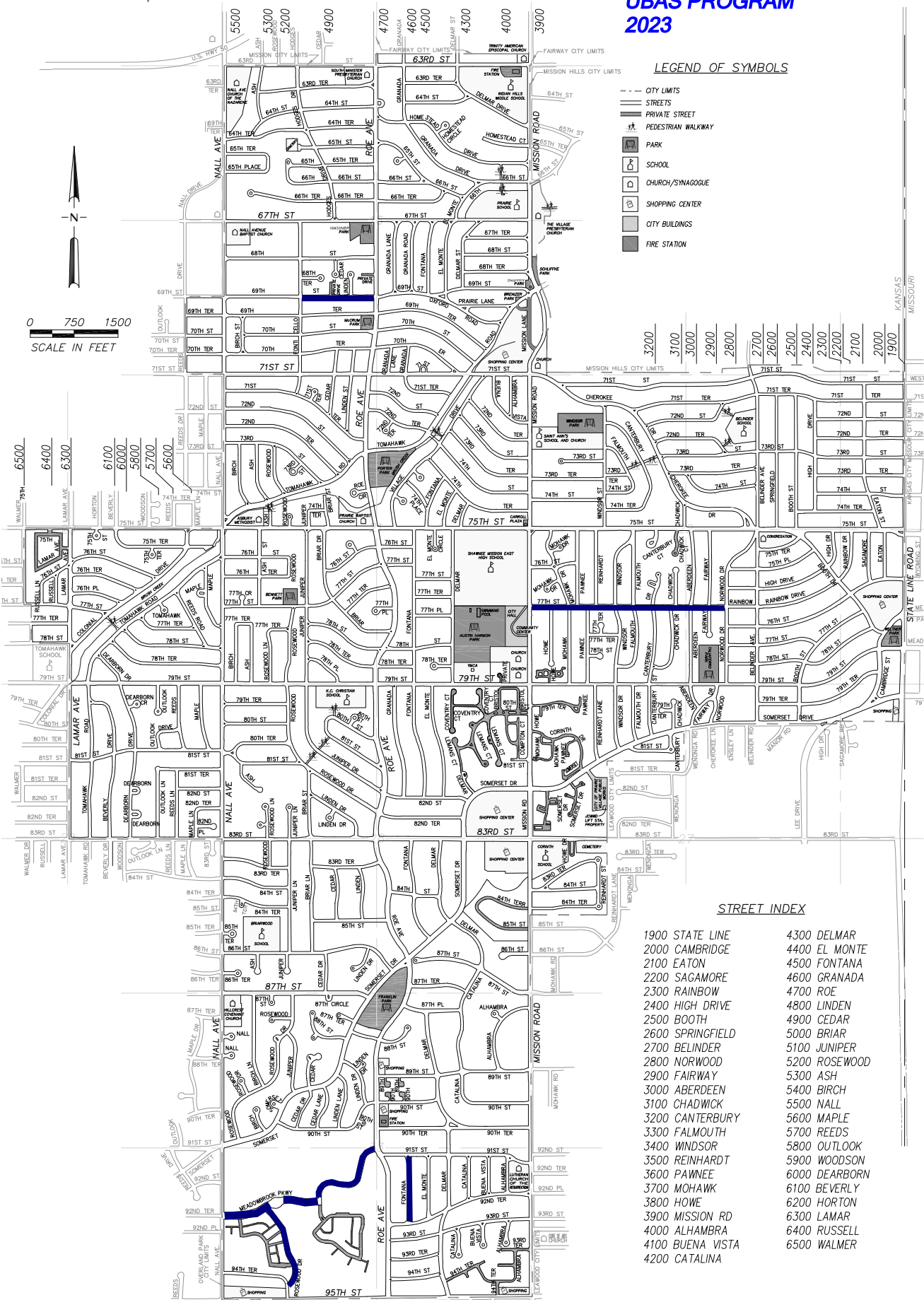


UBAS PROGRAM 2023



LEGEND OF SYMBOLS

- CITY LIMITS
- STREETS
- PRIVATE STREET
- PEDESTRIAN WALKWAY
- PARK
- SCHOOL
- CHURCH/SYNAGOGUE
- SHOPPING CENTER
- CITY BUILDINGS
- FIRE STATION



STREET INDEX

- | | |
|------------------|---------------|
| 1900 STATE LINE | 4300 DELMAR |
| 2000 CAMBRIDGE | 4400 EL MONTE |
| 2100 EATON | 4500 FONTANA |
| 2200 SAGAMORE | 4600 GRANADA |
| 2300 RAINBOW | 4700 ROE |
| 2400 HIGH DRIVE | 4800 LINDEN |
| 2500 BOOTH | 4900 CEDAR |
| 2600 SPRINGFIELD | 5000 BRIAR |
| 2700 BELINDER | 5100 JUNIPER |
| 2800 NORWOOD | 5200 ROSEWOOD |
| 2900 FAIRWAY | 5300 ASH |
| 3000 ABERDEEN | 5400 BIRCH |
| 3100 CHADWICK | 5500 NALL |
| 3200 CANTERBURY | 5600 MAPLE |
| 3300 FALMOUTH | 5700 REEDS |
| 3400 WINDSOR | 5800 OUTLOOK |
| 3500 REINHARDT | 5900 WOODSON |
| 3600 PAWNEE | 6000 DEARBORN |
| 3700 MOHAWK | 6100 BEVERLY |
| 3800 HOWE | 6200 HORTON |
| 3900 MISSION RD | 6300 LAMAR |
| 4000 ALHAMBRA | 6400 RUSSELL |
| 4100 BUENA VISTA | 6500 WALMER |
| 4200 CATALINA | |

Prepared By:



LARKYN LAMP RYNEARSON

REVISED 07/26/17

CONSTRUCTION AGREEMENT



UBAS2023 |
2023 UBAS PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

McANANY CONSTRUCTION
INC

CONSTRUCTION CONTRACT
FOR
UBAS2023 | 2023 UBAS PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
McANANY CONSTRUCTION INC.

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, by and between the City of Prairie Village, Kansas, hereinafter termed the “City”, and McANANY CONSTRUCTION INC., hereinafter termed in this agreement, “Contractor”, for the construction and completion of Project 2023 UBAS PROGRAM , (the “Project”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of THREE HUNDRED NINETY FIVE THOUSAND AND 00/100 DOLLARS (\$395,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

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

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

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

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

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

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

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

14. CHANGES IN THE WORK

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

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

- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- 15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
 - D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
 - G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

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

- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

- if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

McANANY CONSTRUCTION INC.

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

McANANY CONSTRUCTION INC.

(typed company name)

7700 Mission Road

15320 MIDLAND DRIVE

(typed address)

Prairie Village, Kansas 66208

SHAWNEE, KS 66217

(typed city, state, zip)

913-631-5440

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

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



PUBLIC WORKS DEPARTMENT

Council Meeting: June 20, 2023

COU2023-41 CONSIDER INTER-AGENCY AGREEMENT WITH JOHNSON COUNTY FOR MIRD0008: MISSION ROAD, 83 TO 95 MILL AND OVERLAY PROJECT

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for Project MIRD0008: Mission Road from 83rd Street to 95th Street.

BACKGROUND

On May 21, 2018, the Governing Body awarded the CARS project of Mission Road, City Limits to 95th Street to O'Donnell and Sons (now Superior Bowen). The county and cities adjacent to this corridor were planning to mill/overlay this corridor along with sidewalk and curb/gutter construction. This project was paused so that Johnson County Wastewater (JCW) could complete their construction of a new force main in the northbound lanes of Mission Road. As staff prepared again for the mill and overlay, Evergy contacted the cities about an impending project on Mission Road. The Evergy project constructs many vaults and new ductbank for power in the southbound lanes. Staff paused the roadway project again in order to allow the utility project to proceed.

Supplementing the original corridor, PV will be adding the mill/overlay of Mission to 83rd Street. The change order includes 90th Terrace, Mission to Roe (PV and Evergy). The Evergy share is from Mission to the distribution site, PV will participate in the remaining 100 feet in order to complete the street.

The County requested a new quote from the original contractor to complete this work. The original project split will now include Evergy's responsibility for their work. This agreement with Johnson County is for the portion of the pavement restoration due to the Johnson County Wastewater force main project.

An agreement with Evergy will be coming to the Governing Body for approval.

ESTIMATED TOTALS for all of the above work are:

| | |
|---------------|----------------------|
| County (CARS) | \$ 124,103.28 |
| PV | \$ 121,196.40 |
| Leawood | \$ 62,051.64 |
| Evergy | \$ 303,639.52 |
| JCW | \$ 224,003.76 |
| Total | <u>\$ 834,994.60</u> |

FUNDING

On May 15, 2023 the Governing Body approved the project with the funding shown above.

ATTACHMENTS

Interlocal agreement

PREPARED BY

Melissa Prenger, City Engineer

June 14, 2023

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS
FOR THE REBURSMENT OF FUNDS FOR THE REPAVEMENT OF MISSION ROAD
IMPACTED BY THE DYKES BRANCH PUMP STATION CONTRACT 7 – FORCE
MAIN REPLACEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the Board of County Commissioners of Johnson County, Kansas, as the governing body of Johnson County Wastewater (the “County”), and the City of Prairie Village, Kansas (the “City”) for the purpose of reimbursing the City for the re-pavement of Mission Road impacted by the Dykes Branch Pump Station Contract 7 – Force Main Replacement project (the “Sewer Improvements”) as part of the Prairie Village, Kansas reconstruction and improvements **for Mission Road, 83 to 95 and 90th Terrace, Mission to Roe (“Project”)**, , pursuant to K.S.A. 12-2908, and amendments thereto.

WHEREAS, the Project will repave Mission Road over relocated or removed and replaced sanitary sewer force main from the Dyke’s Branch Pump Station (3537 Somerset Drive) to the vicinity of 93rd Street along Mission Road, while performing other work with minimal additional impact to the public as part of a project within the City ; and

WHEREAS, on August 13, 2020, the Board held a public hearing and allocated \$260,000 via Resolution WD 20-017 for the purposes of reimbursing the City for the Project and authorized the Chairman to enter into an agreement to reimburse the City for the Project.

WHEREAS, the County requested the City to design and administer the pavement repair as a part of the Project as detailed in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, the parties have by their governing bodies determined it was in the public interest to consolidate the projects into one set of construction documents for bidding, to be awarded and managed by the City; and

WHEREAS, the governing body of the City approved and authorized its mayor to execute this Agreement by official vote of the City Council on ____ day of _____, 2023;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

1. The City shall award the Project to the winning contractor in accordance with City contracting requirements. Construction of the Project shall be completed in accordance with the plans prepared by City Engineer. The City is responsible to inspect and enforce the Project Plans and Technical Specifications.

2. The parties acknowledge the City will incur certain construction costs as part of the Project, including portions of the Project the County agreed to reimburse the City for. The County agrees to reimburse the City for the actual cost of construction of the City Improvements within the County Project area.
3. The cost of the construction of the County's portion of the Project to be reimbursed by the County is not to exceed \$224,003.76 as detailed in Exhibit A and incorporated herein by reference. The City shall submit to the County a periodic accounting of all Project costs for the Sewer Improvements. The County agrees to reimburse the City no later than thirty (30) days following receipt of the invoice for the actual cost of the County's portion of the construction of the Project.
4. The City agrees to act as the Administrator of the consolidated Project. As Administrator for the Project, the City agrees to assume and perform the following duties:
 - A. Obtain costs for and enter into a contract for completion of the Project in the manner required by law and require the contractor to comply with all applicable laws and regulations governing public contracts, including all non-discrimination laws and regulations.
 - B. Require indemnity covenants and evidence of insurance from contractor for loss or damage to life or property arising out of the contractors' negligent acts or omissions in an amount not less than \$2,000,000.00 for any contractor.
 - C. Include in contracts for construction a requirement that the contractor defend, indemnify and save City and County harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of his or her contract. As Administrator, City is required to ensure that all insurance certificates provided by the contractor pursuant to the contract documents name the City and County as additional insureds.
 - D. The City is required to acquire any and all necessary easements for the Project.
 - E. The City contractor is required to coordinate utility relocations for the Project.
5. The County will provide the following:
 - A. The County and City agree to work together to resolve any conflicts related to the construction of the Project.
6. For purposes of this Agreement, any required notices are deemed sufficiently given on the

third business day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the City:
City of Prairie Village
Keith Bredehoeft
Public Works Director
3535 Somerset Drive
Prairie Village, Kansas 66208

If to the County:
Johnson County Wastewater
Aaron A. Witt, P.E.
Chief Engineer
11811 S. Sunset Dr., Suite 2500
Olathe, Kansas 66061-7061

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

7. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment binding on the parties unless it shall have been agreed to in writing and signed by both parties.
8. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.
9. The parties shall cause sufficient copies of this Agreement to be executed so as to provide each party with duly executed copies and any copy duly executed by both parties shall be deemed an original for all purposes.
10. This Agreement may be terminated only by mutual consent of the parties. This Agreement shall continue until the as-constructed record drawings are received and approved by Johnson County Wastewater as described herein and until such time as all financial obligations of the parties have been met.

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

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

By: _____
Mike Kelly, Chairman

ATTESTED BY:

Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

By: _____
Ryan P. Haga, Assistant County Counselor

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

ATTESTED BY:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

By: _____
David E. Waters, City Attorney

**Exhibit A - Dyke's Branch Pump Station Contract 7 - Force Main Replacement
Pavement Restoration**

Total Cost

| | |
|--|----------------------|
| JoCo Public Works (CARS) | \$ 124,103.28 |
| City of Prairie Village | \$ 121,196.40 |
| City of Leawood | \$ 62,051.64 |
| Evergy | \$ 303,639.52 |
| Johnson County Wastewater (JCW) | \$ 224,003.76 |
| Total | \$ 834,994.60 |



Preliminary 2024 Budget Presentation

SUGGESTED MOTION

Motion to approve the preliminary budget recommended by the Finance Committee and send it to the City Council for final approval.

BACKGROUND

Attached please find the Preliminary 2024 Budget Presentation. The 2024 budget has been reviewed by the Finance Committee on May 9 and May 18, 2023, and was approved by the Finance Committee at the May 18th meeting.

The Preliminary 2024 Budget Presentation includes:

- General Fund
- Mill Levy
- Personnel Services
- Contract Services
- Capital Outlay
- Other Funds including the Equipment Reserve, Solid Waste, Transient Guest Tax, and the American Recovery Act (COVID relief) funds
- Planning for City Hall Improvements/Rebuild
- Discussion of capital planning

The 2024 budget calendar including next steps in the process can be found at <https://www.pvkansas.com/departments/finance/budget-process>.

ATTACHMENTS:

- 2024 Budget Presentation
 - Preliminary 2024 Budget Document
-

Prepared by:
Jason Hannaman
Finance Director
Date: June 15, 2023



City of Prairie Village 2024 Budget

- City Council Meeting
- June 20, 2023



Budget Approach

2

- Budget Goals and Objectives (Approved March 2023)
- Insurance Cost Assumptions (Approved April 2023)
- Revenue Estimates (Reviewed April 2023)
- Internal Budget Review (April 2023)
- City Council reviewed preliminary CIP (May 1, 2023)
- Finance Committee presented with the initial budget (May 9, 2023)
- Finance Committee voted to advance the budget (May 18, 2023)



General Fund Budget Highlights

- The “all in number” for expenditures in the 2024 General Fund represents a 13% increase in comparison to the 2023 Budget - \$31,586,176 versus \$27,786,443.
- Of this approximately \$3.8M increase between the 2023 and 2024 General Fund budgets, approximately \$1.2M represents increased personnel costs from the implementation of the 2022 Salary Study. This amount is in excess of what was originally budgeted for as part of the 2023 Budget.
- For illustrative purposes, if the 2023 Budget had included the full amount of actual personnel increases, the total 2024 Budget increase would be 8.9%, broken out between operating expenditures and transfers as:

| | General Fund | | |
|--------------------|-------------------|-------------------|-------------|
| | 2023 Adjusted* | 2024 Budget | Change |
| Total Expenditures | 21,804,910 | 22,875,121 | 4.9% |
| Total Transfers | 7,198,229 | 8,711,055 | 21.0% |
| Total Uses | 29,003,139 | 31,586,176 | 8.9% |

*Includes \$1.2M increased personnel costs not in original 2023 budget



General Fund Budget Highlights

4

- If the Mill Levy rate stays at 18.309 (reduced last year from 19.322), we have \$1,150,000 excess over the 25% fund balance target.
 - Of this amount, \$490,000 is existing debt service funding for debt rolling off, and \$660,000 is available funds in excess of reserves policy.
 - This budget as presented would apply that excess as a transfer to the Bond and Interest Fund to prepare for major infrastructure projects such as City Hall improvements or a total rebuild.
- The proposed \$31,586,176 budget includes:
 - Operational budget requests in all expenditure categories
 - Full impact of implementation of 2022 salary study (2023 budget completed prior to knowing the recommendations from the study)
 - Increase of approximately \$850k in transfer to CIP to fund 2024 CIP projects
 - Increased transfers to Bond & Interest fund for City Hall planning



City Expenditure Categories

| | General Fund | | | |
|--|-------------------|-------------------|-------------------|-------------------|
| | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
| Expenditures: | | | | |
| Personnel Services | 10,922,259 | 12,146,549 | 13,301,167 | 15,134,217 |
| Contract Services | 4,329,936 | 4,899,714 | 5,531,597 | 5,925,554 |
| Commodities | 705,568 | 859,457 | 939,500 | 1,010,150 |
| Capital Outlay | 339,454 | 227,561 | 315,950 | 305,200 |
| Contingency | - | - | 500,000 | 500,000 |
| Total Expenditures | 16,297,217 | 18,133,281 | 20,588,214 | 22,875,121 |
| Transfers to Other Funds: | | | | |
| Transfer to Capital Infrastructure Fund | 4,523,800 | 5,319,000 | 5,284,229 | 6,135,530 |
| Transfer to Bond and Interest Fund | 1,319,534 | 1,050,725 | 1,048,000 | 559,525 |
| <i>Debt Service rolling off</i> | - | - | - | 490,000 |
| <i>Add'l Tfer-Excess fund balance target</i> | - | - | - | 660,000 |
| Transfer to Economic Dev. Fund | 136,000 | 136,000 | 266,000 | 266,000 |
| Transfer to Equipment Reserve Fund | 530,000 | 332,800 | 600,000 | 600,000 |
| Total Transfers | 6,509,334 | 6,838,525 | 7,198,229 | 8,711,055 |
| Total Uses | 22,806,551 | 24,971,806 | 27,786,443 | 31,586,176 |

Additional expense for 2022 salary study implementation
Total uses if additional salary expense had been known

1,216,696
29,003,139



City Expenditure Categories

6

- General Fund operations budget (without transfers):
 - Personnel Services 14% increase, represents 66% of total expenditures
 - Contract Services 7% increase, represents 26% of total expenditures
 - Commodities 8% increase, represents 4% of total expenditures
 - Capital Outlay 3% decrease, represents 1% of total expenditures
 - Contingency no increase, represents 2% of total expenditures
- General Fund Contingency: \$500,000 (same as 2023)



Expenditure Increases - Examples

| Anticipated expenses | | | |
|----------------------------------|-----------------|-------------|--|
| Type | Dept | Change | Reason |
| Ballistic Helmets and Shields | PD | \$15k | Ballistic items have expiration date |
| Crossing beacons and controllers | PD | \$30k | Existing tech 2013, can't program exceptions |
| IT Consulting w/ Joco DTI | IT | \$15k | JoCo DTI rates increasing 20-30% |
| Software Maintenance/Contracts | IT, HR, Finance | \$65k, ~15% | Price increases, licensing changes |

| Unexpected or higher than expected increases | | | |
|--|------|--------------|---|
| Type | Dept | Change | Reason |
| Police Car purchase and equipment (3 units) | PD | \$40k | Vehicle increase 10%, Assembly up 30% |
| Crossing guard contract | PD | \$18k | Contract rate going from \$24.86-28.98/hr |
| Street Maint & Repair, Slurry Seal contracts | PW | \$108k, ~20% | Unit cost increases driving contract prices |
| Tree Maint & Repair | PW | \$38k, ~15% | Price increases from current vendors |

| Future expenses now expected to be significantly higher than originally planned | | | |
|---|------|--------------|--|
| Type | Dept | Change | Reason |
| 1-Ton dump truck (2025 expense) | PW | \$50k | Originally planned \$100k, now est. \$150k |
| In-car video & body cameras (2027 expense) | PD | \$100-\$150k | Industry consolidation, few vendor choices |



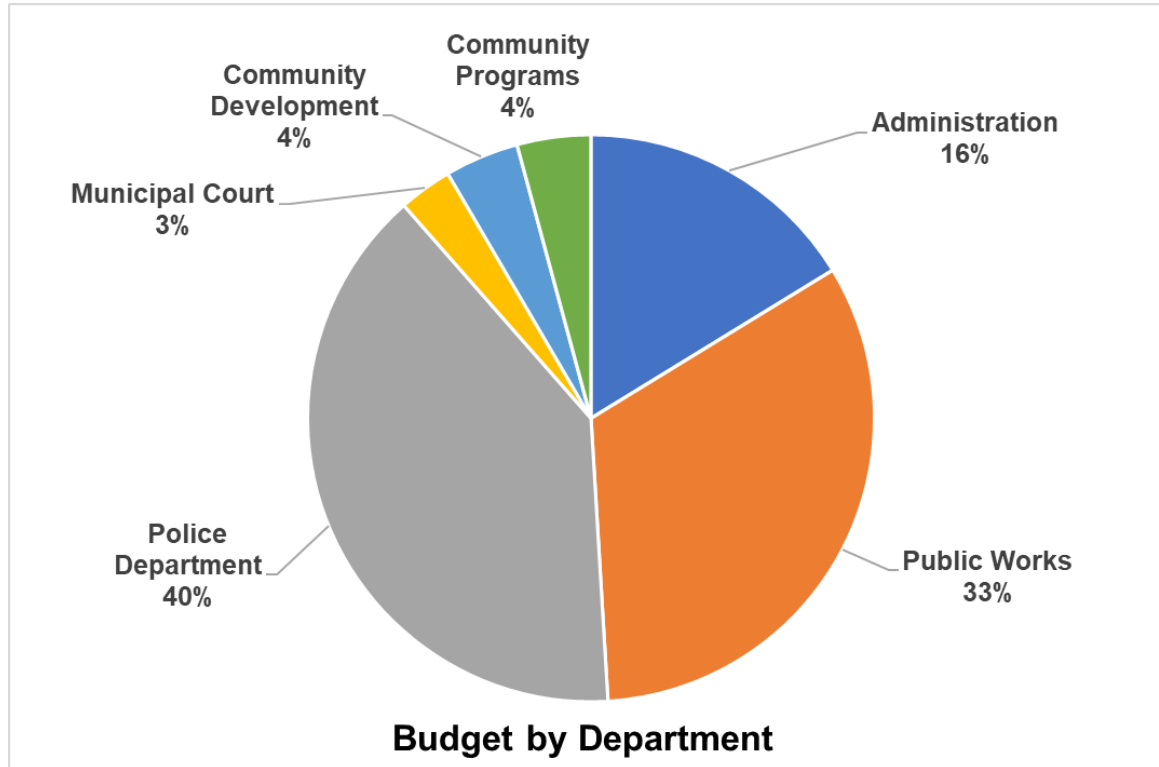
City Revenue Categories

General Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|--------------------------|---------------------|---------------------|---------------------|----------------------|---------------------|
| Fund Balance 1/1 | 7,608,083 | 9,565,634 | 9,111,698 | 11,185,244 | 10,219,557 |
| Property Taxes | 8,667,704 | 9,138,008 | 9,637,244 | 9,657,244 | 10,846,020 |
| Sales Taxes | 6,098,163 | 6,746,703 | 5,675,000 | 6,555,000 | 6,305,000 |
| Use Tax | 2,458,591 | 2,795,524 | 1,940,000 | 2,610,000 | 2,510,000 |
| Motor Vehicle Tax | 798,074 | 790,061 | 862,039 | 793,000 | 794,356 |
| Liquor Tax | 140,134 | 176,393 | 157,091 | 175,000 | 187,611 |
| Franchise Fees | 1,871,269 | 2,034,826 | 1,871,239 | 1,987,500 | 1,795,500 |
| Licenses & Permits | 835,741 | 1,197,762 | 963,883 | 1,073,258 | 945,258 |
| Charges for Services | 1,788,547 | 1,811,122 | 2,061,979 | 2,022,969 | 2,219,434 |
| Fines & Fees | 829,111 | 600,977 | 758,700 | 607,900 | 608,700 |
| Recreational Fees | 414,560 | 479,401 | 400,350 | 408,450 | 464,800 |
| Interest on Investments | 17,301 | 60,866 | 113,622 | 200,000 | 118,192 |
| Miscellaneous | 162,477 | 186,162 | 146,479 | 130,435 | 149,835 |
| Transfer from Stormwater | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 |
| Total Revenue | \$24,681,674 | \$26,617,803 | \$25,187,626 | \$26,820,756 | \$27,544,706 |



Department Budgets





Department Budgets

| General Fund: Summary by Department | | | | |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|
| Department | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
| Administration | 1,822,851 | 1,983,565 | 3,214,141 | 3,657,408 |
| Public Works | 5,659,461 | 6,371,692 | 6,650,062 | 7,316,626 |
| Police Department | 7,033,604 | 7,646,082 | 7,860,570 | 8,841,205 |
| Municipal Court | 500,552 | 536,634 | 589,720 | 679,314 |
| Community Development | 678,635 | 808,925 | 878,572 | 941,098 |
| Community Programs | 602,113 | 786,383 | 780,149 | 939,470 |
| Total | 16,297,217 | 18,133,281 | 19,973,214 | 22,375,121 |

Note: in 2023, the IT department budget moved from PD to Admin, and oversight shifted to the Assistant City Administrator. That change moved about \$700k of expenses from PD to Admin.



Preliminary 2024 Budget at a Glance

Prairie Village 2024 Budget at a Glance

| | |
|--|---------------|
| Property Tax Mill Levy Rate | 18.309 |
| <i>(assuming mill levy held flat)</i> | |
| Total Assessed Valuation | \$622,100,973 |
| Stormwater Utility Fee per Square Foot of Impervious Area | \$0.04 |
| Total Housing Units | 10,417 |
| Population (2022 Estimate) | 22,878 |
| Total General Fund Budget | \$31,586,176 |
| Annual City Tax Liability - Avg. | \$1,045 |
| Monthly City Tax Liability - Avg. | \$87 |
| Outstanding Debt as of Dec. 31, 2023 | \$9,490,000 |



Average Prairie Village Home

| Year | Mill Levy Rate | Average Home Appraised Value | Prairie Village Annual Cost | Prairie Village Monthly Cost |
|---------------|-----------------------|-------------------------------------|------------------------------------|-------------------------------------|
| 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 | 18.309 | \$426,865 | \$899 | \$74.92 |
| 2023 for 2024 | 18.309 | \$496,424 | \$1,045 | \$87.08 |



Average Prairie Village Home

| Year | Total Mill Levy Rate | Average Home Appraised Value | Total Annual Prop Tax |
|---------------|----------------------|------------------------------|-----------------------|
| 2019 for 2020 | 119.845 | \$359,987 | \$4,961 |
| 2020 for 2021 | 119.361 | \$377,986 | \$5,188 |
| 2021 for 2022 | 117.942 | \$380,419 | \$5,160 |
| 2022 for 2023 | 112.897 | \$426,865 | \$5,542 |

Average growth rate, total property tax 2020-2023 **3.76%**

Source: Johnson County Records and Tax Administration "Tax Roll Press Release" report



Johnson County Cities 2022 Mill Levies On each \$1,000 Tangible Assessed Valuation

| City | Mill Levy | | | | | Total |
|------------------------|---------------|---------------|-----------------|------------|-------|---------------|
| | City | Fire | Bond & Interest | Stormwater | Other | |
| Bonner Springs | 30.120 | | 7.814 | | 3.942 | 41.876 |
| Roeland Park | 25.987 | 10.477 | 1.676 | | | 38.140 |
| Westwood Hills | 21.862 | 10.477 | 4.000 | | | 36.339 |
| Spring Hill C/F | 21.342 | 13.097 | 1.315 | | 0.223 | 35.977 |
| Gardner | 12.941 | 14.795 | 5.758 | | | 33.494 |
| Mission Hills | 21.959 | 10.477 | 0.806 | | | 33.242 |
| Westwood | 20.701 | 10.477 | 0.497 | | | 31.675 |
| Fairway | 18.568 | 10.477 | 1.362 | | | 30.407 |
| Edgerton | 29.674 | | | | | 29.674 |
| Prairie Village | 18.309 | 10.477 | - | | | 28.786 |
| Lenexa | 22.589 | | 5.533 | | | 28.122 |
| Merriam | 26.623 | | 1.042 | | | 27.665 |
| Mission | 16.374 | 10.477 | | | | 26.851 |
| Olathe C/F | 9.708 | 1.736 | 9.744 | | 3.053 | 24.241 |
| Leawood | 19.925 | | 4.152 | | | 24.077 |
| Shawnee | 18.253 | 1.286 | 4.508 | | | 24.047 |
| De Soto | 13.368 | 4.924 | 2.613 | | | 20.905 |
| Overland Park | 13.610 | | | 0.963 | | 14.573 |

S: 2022 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 (cont)

Johnson County Cities 2022 Mill Levies (Without Fire District) On each \$1,000 Tangible Assessed Valuation

| City | Mill Levy | | | | | Total |
|------------------------|---------------|----------|-----------------|------------|----------|---------------|
| | City | Fire | Bond & Interest | Stormwater | Other | |
| Bonner Springs | 30.120 | - | 7.814 | - | 3.942 | 41.876 |
| Spring Hill C/F | 21.342 | 13.097 | 1.315 | - | 0.223 | 35.977 |
| Edgerton | 29.674 | - | - | - | - | 29.674 |
| Lenexa | 22.589 | - | 5.533 | - | - | 28.122 |
| Merriam | 26.623 | - | 1.042 | - | - | 27.665 |
| Roeland Park | 25.987 | - | 1.676 | - | - | 27.663 |
| Westwood Hills | 21.862 | - | 4.000 | - | - | 25.862 |
| Olathe C/F | 9.708 | 1.736 | 9.744 | - | 3.053 | 24.241 |
| Leawood | 19.925 | - | 4.152 | - | - | 24.077 |
| Shawnee | 18.253 | 1.286 | 4.508 | - | - | 24.047 |
| Mission Hills | 21.959 | - | 0.806 | - | - | 22.765 |
| Westwood | 20.701 | - | 0.497 | - | - | 21.198 |
| De Soto | 13.368 | 4.924 | 2.613 | - | - | 20.905 |
| Fairway | 18.568 | - | 1.362 | - | - | 19.930 |
| Gardner | 12.941 | - | 5.758 | - | - | 18.699 |
| Prairie Village | 18.309 | - | - | - | - | 18.309 |
| Mission | 16.374 | - | - | - | - | 16.374 |
| Overland Park | 13.610 | - | - | 0.963 | - | 14.573 |

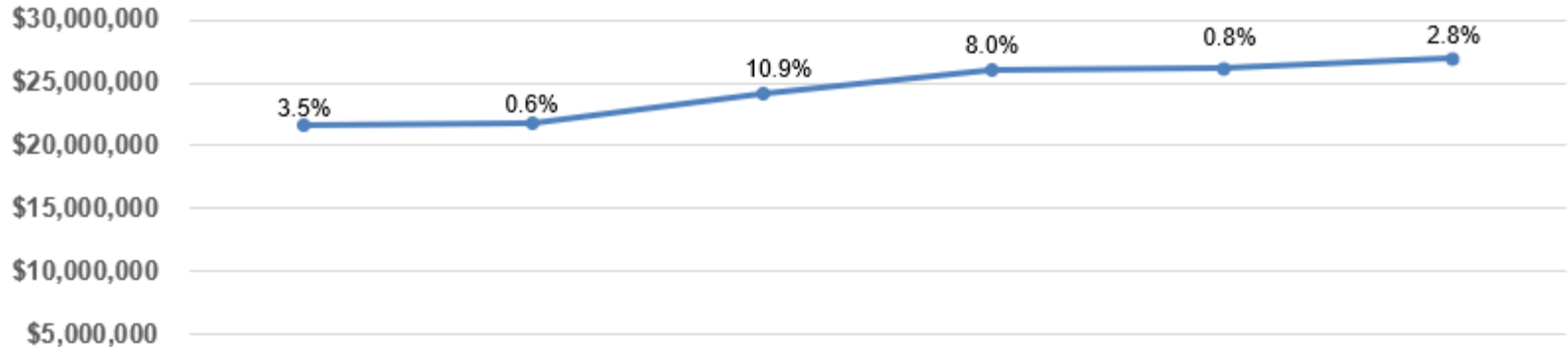
S: 2022 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



Revenue Trends 2019 - 2024

| | | | | | |
|--------------|-----|---------------------|----|----------------------|----|
| Property Tax | 41% | Franchise Fees | 7% | Recreation Fees | 2% |
| Sales Tax | 24% | License and Permits | 4% | Charges for Services | 8% |
| Use Tax | 9% | Fines and Fees | 2% | Other | 3% |

Total General Fund Revenue 2019 - 2024 Projected



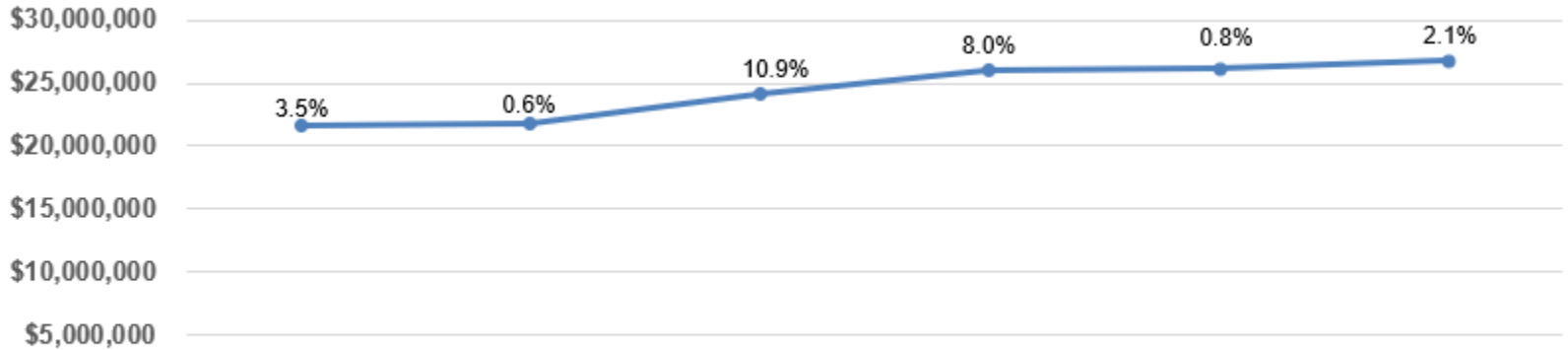
| | 2019 | 2020 | 2021 | 2022 | 2023 Estimate | 2024 Proj |
|-------|--------------|--------------|--------------|--------------|---------------|--------------|
| Total | \$21,585,014 | \$21,716,171 | \$24,081,897 | \$26,017,806 | \$26,220,756 | \$26,944,706 |



Revenue Trends 2019 - 2024

| | | | | | |
|--------------|-----|---------------------|----|----------------------|----|
| Property Tax | 41% | Franchise Fees | 7% | Recreation Fees | 2% |
| Sales Tax | 24% | License and Permits | 4% | Charges for Services | 8% |
| Use Tax | 9% | Fines and Fees | 2% | Other | 3% |

Total General Fund Revenue 2019 - 2024 Projected

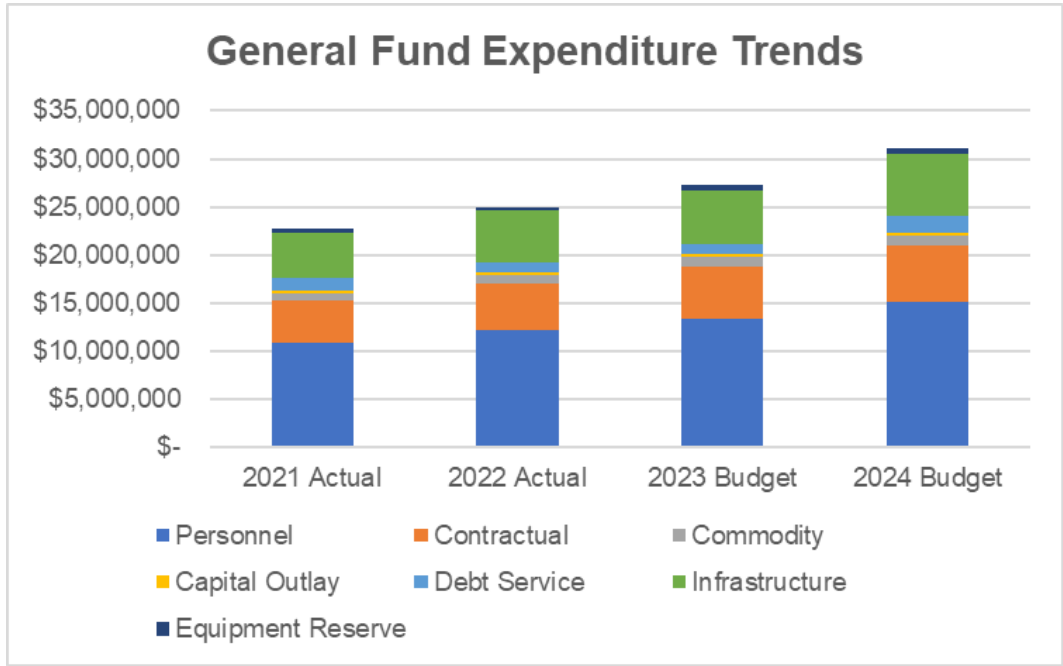


| | 2019 | 2020 | 2021 | 2022 | 2023 Estimate | 2024 Proj |
|-------|--------------|--------------|--------------|--------------|---------------|--------------|
| Total | \$21,585,014 | \$21,716,171 | \$24,081,897 | \$26,017,806 | \$26,220,756 | \$26,770,452 |



Expenditure Trends 2021 - 2024

| | | | | | |
|--------------------|-----|----------------|-----|-------------------|----|
| Personnel Services | 50% | Capital Outlay | 1% | Equipment Reserve | 2% |
| Contract Services | 19% | Debt Service | 4% | | |
| Commodities | 3% | Infrastructure | 21% | | |



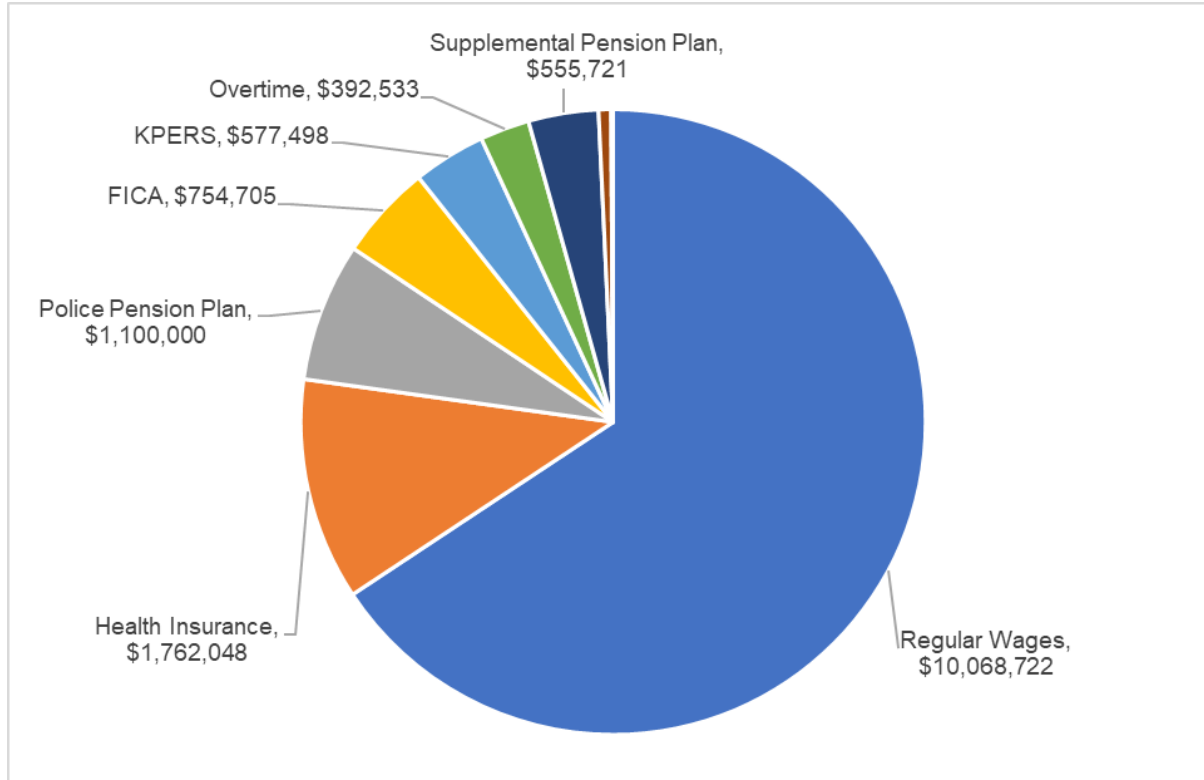


19

PERSONNEL SERVICES



Personnel Services (all funds)





Personnel Services (all funds)

| Personnel Services, All Funds | | | | |
|--------------------------------------|---------------------|---------------------|---------------------|---------------------|
| | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
| Regular Wages | \$7,384,061 | \$8,154,362 | \$8,829,904 | \$10,068,722 |
| Health Insurance | \$1,169,762 | \$1,185,603 | \$1,586,145 | \$1,762,048 |
| Police Pension Plan | \$850,000 | \$950,000 | \$850,000 | \$1,100,000 |
| FICA | \$568,934 | \$631,157 | \$668,284 | \$754,705 |
| KPERS | \$394,895 | \$447,733 | \$441,935 | \$577,498 |
| Overtime | \$305,183 | \$394,775 | \$364,300 | \$392,533 |
| Supplemental Pension Plan | \$254,891 | \$425,759 | \$500,571 | \$555,721 |
| Dental/Vision/Life/LTD | \$80,075 | \$75,673 | \$88,634 | \$98,890 |
| State Unemployment Insurance | \$7,424 | \$8,264 | \$8,734 | \$9,865 |
| Employee Assistance Program | \$2,893 | \$502 | \$2,068 | \$2,181 |
| Identity Theft Insurance | \$1,245 | \$1,076 | \$960 | \$3,156 |
| Total | \$11,019,363 | \$12,274,904 | \$13,341,535 | \$15,325,318 |



Personnel Services

22

- The City implemented the McGrath compensation study recommendations in October 2022. 1/1/23 raises were based on an additional 1.5% adjustment to wage bands. McGrath recommendations were above the 2023 budget estimates, and it was decided to fund excess costs out of General Fund balance.
- Staff built a 4% merit pool into the recommended 2024 budget, with estimates for planned promotions and some follow-up adjustments to certain public safety officers who were determined to be under-placed on the salary scale given the stated goal of moving them through the scale based on years of service.
- Health Insurance budget assumes a 15% increase based on discussions with insurance broker (CBIZ) – we had a rate cap of 12.5% built into the City's agreement with Cigna for the first two years (2022-2023)



Personnel Services

| FTE by Department | |
|----------------------------------|---------------|
| Administration | 14 |
| Public Works | 31 |
| Police | 59.5 |
| Municipal Court | 5.25 |
| Community Development | 7 |
| Community Programs | 1.5 |
| Governing Body (<i>Unpaid</i>) | 13 |
| Total | 131.25 |

Does not include seasonal employees. The seasonal employee budget included in Community Programs is \$480,000.



24

CONTRACT SERVICES



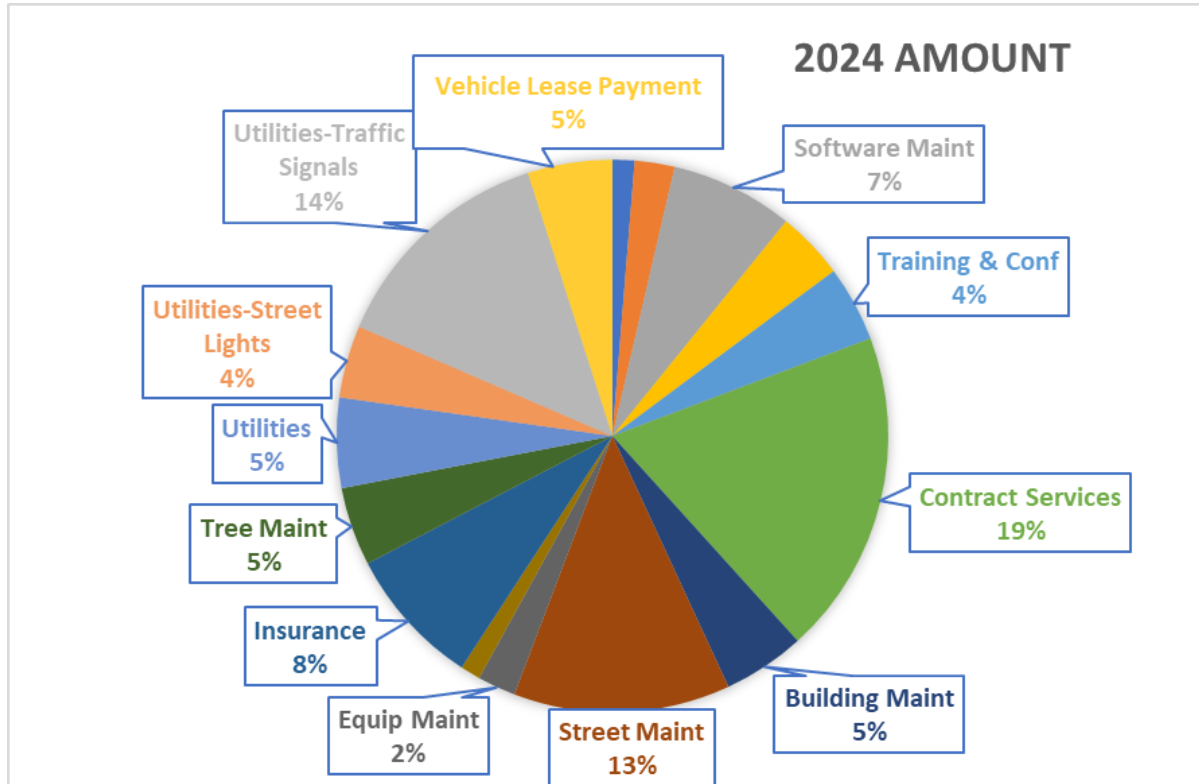
Contract Services

25

- Contract Services
 - Accounts for 19% of the General Fund expenditure budget
 - Includes a 7% increase between 2023 and 2024
 - Contract Service includes:
 - Traffic Signals
 - Street Maintenance & Repair
 - Insurance – Property & Workers Compensation
 - Consulting services
 - Street Lights
 - Tree Maintenance
 - Building Maintenance
 - Legal
 - Utilities
 - Training
 - Software Maintenance Contracts
 - Vehicle Lease Fee Payments



Contract Services





27

COMMODITIES



Commodities

28

- Commodities
 - ▣ Accounts for 4% of the General Fund expenditure budget
 - ▣ Includes an 8% increase between 2023 and 2024
 - ▣ Commodities includes:
 - Road salt & other chemicals
 - Fuel - \$4 per gallon (usage audit conducted)
 - Clothing & uniforms



29

CAPITAL OUTLAY



Capital Outlay

30

- Capital Outlay
 - ▣ Accounts for 1% of the General Fund expenditure budget
 - ▣ Includes a 3% *decrease* in expenditures over the 2023 budget
 - ▣ Capital Outlay includes:
 - Equipment with a useful life greater than one year
 - Non-Leased Vehicles (*Leased vehicles now reflected as a lease payment in Contractual Services*) – mostly Police vehicles
 - Field equipment



Contingency

31

- Contingency - \$500,000
 - ▣ Accounts for 2% of the General Fund expenditure budget
 - ▣ There was no change from between the 2023 and 2024 budget
 - ▣ Contingency funds are budgeted for emergencies and unplanned major expenditures



32

EQUIPMENT RESERVE FUND



Equipment Reserve

| | 2024 Request |
|--|---------------------|
| IT Projects | |
| PD Laptop Replacement (2023 - 2024 project) | 25,000 |
| Server Replacement | 10,000 |
| PD Radio Replacement (2027 project) | 50,000 |
| PD In car video / BWC (2027 project) | 100,000 |
| Traffic Camera/Fixed Location License Plate Reader | 80,000 |
| Switches (Network) | 10,000 |
| Network Back Up | 10,000 |
| Citywide Laptop/Computer Replacement | 25,000 |
| City Facility Camera Replacement | 30,000 |
| Digitization Records (Microfilm/Laserfiche) | 30,000 |
| Total IT Projects | 370,000 |
| Equipment/Vehicle Replacement | |
| PW Mower (Annual) | 16,000 |
| PW Internat'l Dump Truck (Annual) | 225,000 |
| Total Equipment/Vehicle Replacement | 241,000 |
| Total Expenditures | 611,000 |



Equipment Replacement Schedule

LARGE VEHICLE Replacement Schedule For Equipment Reserve

| Asset # | Make | Description | Year | Year Replace | 2024 | 2025 | 2026 | 2027 | 2028 |
|---------|------------|----------------|------|--------------------------|---------------|---------------|---------------|---------------|---------------|
| 5447 | Internat'l | Dump Truck | 2012 | 2024 | \$ 225,000.00 | | | | |
| 5686 | Internat'l | Dump Truck | 2014 | 2025 | | \$ 240,000.00 | | | |
| 5692 | Internat'l | Dump Truck | 2015 | 2026 | | | \$ 240,000.00 | | |
| 1472 | Internat'l | Jet Truck | 1998 | 2028 | | | | | \$ 225,000.00 |
| | F-550 | Small Dump | 2015 | 2026 | | | \$ 170,000.00 | | |
| | F-550 | Small Dump | 2015 | 2027 | | | | \$ 170,000.00 | |
| | F-550 | Small Dump | 2016 | 2028 | | | | | \$ 170,000.00 |
| 5424 | Elgin | Street Sweeper | 2022 | 2027 buy back at 5 years | | | | \$ 210,000.00 | |
| | | | | | \$ 225,000.00 | \$ 240,000.00 | \$ 410,000.00 | \$ 380,000.00 | \$ 395,000.00 |



35

SOLID WASTE FUND



2024 Solid Waste Rates

| | Residential Rate Per Household |
|---------------------|----------------------------------|
| 2023 Rates | \$20.42 per month/\$245 per year |
| 2024 Proposed Rates | \$20.33 per month/\$244 per year |

- 3.25% rate increase with Republic for 2024
- 1.5 month reserve amount needed for 2024 = \$263,871
- Proposed 2024 rates include maintaining reserves at 1.5 months of expenditures
- Continues funding annual mattress collections



Solid Waste Assessment History

37

| Year | Annual Assessment |
|------|-------------------|
| 2014 | \$174.00 |
| 2015 | \$174.00 |
| 2016 | \$174.00 |
| 2017 | \$192.00 |
| 2018 | \$192.00 |
| 2019 | \$207.00 |
| 2020 | \$228.00 |
| 2021 | \$218.00 |
| 2022 | \$227.00 |
| 2023 | \$245.00 |
| 2024 | \$244.00 |

2024 Solid Waste Fund Budget

Solid Waste Management Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|----------------|----------------|----------------|------------------|----------------|
| Fund Balance 1/1 | \$ 297,789 | \$ 240,393 | \$ 207,430 | \$ 226,138 | \$ 267,986 |
| Revenues: | | | | | |
| Licenses & Permits | 2,845 | 1,825 | 2,800 | 2,000 | 2,000 |
| Charges for Services | 1,842,952 | 1,924,353 | 2,059,445 | 2,059,445 | 2,073,852 |
| Interest on Investments | 4,671 | 17,556 | 30,195 | 27,892 | 30,000 |
| Miscellaneous | | 980 | 2,057 | 1,000 | 1,000 |
| Total Revenue | 1,850,468 | 1,944,714 | 2,094,497 | 2,090,337 | 2,106,852 |
| Total Sources | 1,850,468 | 1,944,714 | 2,094,497 | 2,090,337 | 2,106,852 |
| Expenditures: | | | | | |
| Personnel Services | 36,896 | 43,673 | 45,713 | 45,713 | 41,792 |
| Contract Services | 1,870,968 | 1,915,295 | 1,999,445 | 2,001,776 | 2,068,175 |
| Commodities | - | - | 1,000 | 1,000 | 1,000 |
| Contingency | - | - | 255,769 | - | 263,871 |
| | - | - | - | - | - |
| Total Expenditures | 1,907,864 | 1,958,968 | 2,301,927 | 2,048,489 | 2,374,838 |
| Total Uses | 1,907,864 | 1,958,968 | 2,301,927 | 2,048,489 | 2,374,838 |
| Sources Over(Under) Uses | (57,396) | (14,254) | (207,430) | 41,848 | (267,986) |
| Fund Balance @ 12/31 | \$ 240,393 | \$ 226,138 | \$ (0) | \$ 267,986 | \$ (0) |



39

OTHER FUNDS AND PROGRAMS



Outside Agency Funding

City of Prairie Village Outside Agency Funding

| | 2021 Actuals | 2022 Actuals | 2023 Budget | 2024 Budget |
|--|-----------------|-----------------|----------------|----------------|
| Outside Agencies | | | | |
| Alcohol Funds - dispersed to various agencies | 44,000 | 44,000 | 44,000 | 44,000 |
| United Community Services - Human Service Fund | 10,000 | 10,000 | 10,000 | 10,500 |
| National League of Cities | 2,000 | 2,004 | 1,000 | 2,200 |
| League of Kansas Municipalities | 17,000 | 18,250 | 18,000 | 19,000 |
| MARC | 8,800 | 9,054 | 9,500 | 9,700 |
| NE JO CO Chamber Membership | 2,300 | 2,700 | 2,300 | 2,700 |
| NE JO CO Chamber for Events & Chamber dinner | 1,950 | 2,900 | 1,950 | 1,950 |
| SMEF (Shawnee Mission Educational Foundation) | 1,500 | 1,500 | 1,500 | 1,500 |
| Committees | | | | |
| Village Fest | 20,000 | 15,000 | 35,000 | 37,000 |
| Arts Council | 14,500 | 14,500 | 10,000 | 10,000 |
| Environmental Committee | 8,000 | 8,000 | 8,000 | 8,000 |
| Jazz Fest | 10,000 | 25,000 | 35,000 | 35,000 |
| Diversity Committee | - | 10,000 | 16,500 | 12,500 |
| Juneteenth | - | - | 15,000 | 15,000 |



2024 Economic Development Fund

Economic Development Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|--|-------------------|-------------------|----------------|------------------|----------------|
| Fund Balance 1/1 | \$ 137,281 | \$ 170,819 | \$ 165,502 | \$ 222,208 | \$ - |
| Revenues: | | | | | |
| Interest on Investments | 583 | 5,099 | 695 | 8,792 | 695 |
| Total Revenue | 583 | 5,099 | 695 | 8,792 | 695 |
| Transfers from Other funds: | | | | | |
| Transfer from General Fund | 136,000 | 136,000 | 266,000 | 266,000 | 266,000 |
| Total | 136,000 | 136,000 | 266,000 | 266,000 | 266,000 |
| Total Sources | 136,583 | 141,099 | 266,695 | 274,792 | 266,695 |
| Expenditures: | | | | | |
| Contract Services: <i>Exterior and Sustainability Grant Programs</i> | 103,046 | 89,710 | 104,000 | 127,000 | 104,000 |
| Contract Services: <i>Property Tax Rebate</i> | - | - | 20,000 | 25,000 | 25,000 |
| Contract Services: <i>Community Center Site Design and Owner's Rep</i> | - | - | - | 125,000 | - |
| Contract Services: <i>Mail-in Ballot</i> | - | - | - | - | 54,000 |
| Harmon Park | - | - | 250,000 | 220,000 | - |
| Contingency | - | - | 58,197 | - | 83,695 |
| Total Expenditures | 103,046 | 89,710 | 432,197 | 497,000 | 266,695 |
| Total Uses | 103,046 | 89,710 | 432,197 | 497,000 | 266,695 |
| Sources Over(Under) Uses | 33,538 | 51,389 | (165,502) | (222,208) | - |
| Fund Balance @ 12/31 | \$ 170,819 | \$ 222,208 | \$ - | \$ - | \$ - |



2024 American Rescue Plan Act Budget

42

- City of Prairie Village Allocation: \$3,402,421
- Timeline:
 - Project and Expenditure Report filed April 30, 2023
 - Funds must be obligated by December 31, 2024
 - Funds must be expended by December 31, 2026



2024 American Rescue Plan Act Budget

43

Staff Proposed allocation (updated)

- Pool Repair: \$1,800,000 (2023)
- Phone System/Information Technology Needs: \$300,000 (likely 2023)
- City Hall & Police Department Improvements/Infrastructure: Remaining Funds (approximately \$1,400,000)
 - This fund is “unbudgeted,” so it can be adjusted as needed



2024 Transient Guest Tax Budget

44

Transient Guest Tax

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Fund Balance 1/1 | \$ 55,001 | \$ 112,831 | \$ 279,033 | \$ 372,438 | \$ 106,925 |
| Revenues: | | | | | |
| Transient Guest Tax | 202,504 | 288,557 | 280,000 | 280,000 | 280,000 |
| Interest on Investments | 304 | 7,931 | 268 | 13,788 | 268 |
| Total Revenue | 202,808 | 296,488 | 280,268 | 293,788 | 280,268 |
| Total Sources | 202,808 | 296,488 | 280,268 | 293,788 | 280,268 |
| Expenditures: | | | | | |
| Contract Services | 144,978 | 36,881 | 165,100 | 165,100 | 163,100 |
| Capital Outlay (Harmon Park) | - | - | 365,000 | 365,000 | - |
| <i>Capital Outlay (Other Parks)</i> | - | - | - | - | 190,000 |
| Reserves | - | - | 29,201 | 29,201 | 34,093 |
| Total Expenditures | 144,978 | 36,881 | 559,301 | 559,301 | 387,193 |
| Total Uses | 144,978 | 36,881 | 559,301 | 559,301 | 387,193 |
| Sources Over(Under) Uses | 57,830 | 259,607 | (279,033) | (265,513) | (106,925) |
| Fund Balance @ 12/31 | \$ 112,831 | \$ 372,438 | \$ - | \$ 106,925 | \$ - |



2024 Transient Guest Tax Budget

| Detailed Expenditure | 2023 | 2024 |
|--------------------------------|-------------------|-------------------|
| Arts Council Annual Allocation | 10,000 | 10,000 |
| VillageFest | 35,000 | 37,000 |
| JazzFest | 35,000 | 35,000 |
| Diversity Committee | 16,500 | 12,500 |
| Juneteenth Festival | 15,000 | 15,000 |
| Holiday Event | 3,000 | 3,000 |
| Meadowbrook JCPRD Festival | 10,000 | 10,000 |
| Meadowbrook/VT Partnership | 25,000 | 25,000 |
| Public Art Fund | 10,000 | 10,000 |
| Capital Outlay (Harmon Park) | 365,000 | - |
| Capital Outlay (Other Parks) | - | 190,000 |
| City Admin Fee (2%) | 5,600 | 5,600 |
| Reserves (10%) | 29,201 | 34,093 |
| | \$ 559,301 | \$ 387,193 |



2024 Meadowbrook TIF Fund

| Meadowbrook TIF Fund | | | | | |
|--------------------------------------|------------------------|------------------------|------------------------|--------------------------|------------------------|
| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
| Fund Balance 1/1 | \$ 128,919 | \$ 68 | \$ 69,711 | \$ 71,510 | \$ 174,370 |
| Revenues: | | | | | |
| Incremental Property Taxes | 1,767,968 | 2,053,194 | 2,205,200 | 2,413,520 | 2,752,600 |
| Interest on Investments | 642 | 1,609 | 5,344 | 2,860 | 5,344 |
| Total Revenue | 1,768,611 | 2,054,803 | 2,210,544 | 2,416,380 | 2,757,944 |
| Expenditures: | | | | | |
| Contract Services | 1,342,211 | 10,000 | 10,000 | 10,000 | 10,000 |
| Debt Service (Payment to Trustee) | 555,250 | 1,973,361 | 2,136,200 | 2,303,520 | 2,683,600 |
| Contingency (TIF Commercial Balance) | - | - | 134,055 | - | 238,714 |
| Total Expenditures | 1,897,461 | 1,983,361 | 2,280,255 | 2,313,520 | 2,932,314 |
| Total Uses | 1,897,461 | 1,983,361 | 2,280,255 | 2,313,520 | 2,932,314 |
| Sources Over(Under) Uses | (128,851) | 71,442 | (69,711) | 102,860 | (174,370) |
| Fund Balance @ 12/31 | \$ 68 | \$ 71,510 | \$ - | \$ 174,370 | \$ - |



2024 CIP Budget

| PROJECT # | PROJECT DESCRIPTION | PREVIOUS BUDGET | 2024 BUDGET | 2025 BUDGET | 2026 BUDGET | 2027 BUDGET | PROJECT TOTAL |
|--------------------------------|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| PARK | | | | | | | |
| POOLRESV | Park Infrastructure Reserve | \$ 98,777.61 | \$ 105,000.00 | \$ 105,000.00 | \$ 105,000.00 | \$ 105,000.00 | \$ 518,777.61 |
| | Lighting at Community Center Basketball Court | \$ 5,000.00 | \$ 40,000.00 | | | | \$ 45,000.00 |
| | Harmon Park Pavilion & Restrooms | \$ 528,000.00 | \$ 822,000.00 | | | | \$ 1,350,000.00 |
| | Bennett Park Shelter & Play Area | | \$ 195,000.00 | | | | \$ 195,000.00 |
| | Franklin Park Historical Marker & Surfacing | | \$ 15,000.00 | \$ 390,000.00 | | | \$ 405,000.00 |
| | Windsor Trail & Playset | | | \$ 15,000.00 | \$ 350,000.00 | | \$ 365,000.00 |
| | Porter Shelter & Playset | | | | \$ 25,000.00 | \$ 560,000.00 | \$ 585,000.00 |
| | Pool Painting | | | | \$ 95,000.00 | | \$ 95,000.00 |
| | Shaffer Park Fountain Lights Replace & LED | | | \$ 25,000.00 | | | \$ 25,000.00 |
| PARK TOTAL PER YEAR | | \$ 631,777.61 | \$ 1,177,000.00 | \$ 535,000.00 | \$ 575,000.00 | \$ 665,000.00 | \$ 3,583,777.61 |
| DRAINAGE | | | | | | | |
| WDPPRESV | Water Discharge Program Reserve | \$ 47,746.63 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 127,746.63 |
| MIRD0007 | Mission Road | \$ 2,835,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | | \$ 2,895,000.00 |
| DRAIN24x | Drainage Repair Program | | \$ 990,000.00 | \$ 990,000.00 | \$ 990,000.00 | \$ 1,000,000.00 | \$ 3,970,000.00 |
| DRAINAGE TOTAL PER YEAR | | \$ 2,882,746.63 | \$ 1,030,000.00 | \$ 1,030,000.00 | \$ 1,030,000.00 | \$ 1,020,000.00 | \$ 6,992,746.63 |



2024 CIP Budget

| PROJECT # | PROJECT DESCRIPTION | PREVIOUS BUDGET | 2024 BUDGET | 2025 BUDGET | 2026 BUDGET | 2027 BUDGET | PROJECT TOTAL |
|------------------------------|--|----------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|
| STREETS | | | | | | | |
| TRAFRESV | Traffic Calming Program Reserve | \$ - | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 80,000.00 |
| PAVP2024 | Residential Street Rehabilitation Program | | \$ 3,500,000.00 | \$ 3,750,000.00 | \$ 4,000,000.00 | \$ 4,300,000.00 | \$ 15,550,000.00 |
| UBAS2024 | UBAS Overlay Program | | \$ 400,000.00 | \$ 400,000.00 | \$ 400,000.00 | \$ 400,000.00 | \$ 1,600,000.00 |
| MIRD0009 | Mission Rd - 63rd St to 67th Ter (MH) (CARS) | \$ 85,000.00 | \$ 550,000.00 | | | | \$ 635,000.00 |
| NAAV0007 | Nall Ave - 75t St to 79th St (CARS) | \$ 110,000.00 | \$ 1,500,000.00 | | | | \$ 1,610,000.00 |
| ROAV0007 | Roe Ave - N City Limit to 63rd St (Mission Admin) | \$ 5,000.00 | \$ 11,000.00 | | | | \$ 16,000.00 |
| SODR0005 | Somerset Dr - State Line to Reinhardt UBAS | | \$ 20,000.00 | \$ 500,000.00 | | | \$ 520,000.00 |
| | 63rd St - Roe Ave to Nall Ave (Mission Admin) (CARS) | | \$ 30,000.00 | \$ 150,000.00 | | | \$ 180,000.00 |
| 75ST0002 | 75th St - State Line to Mission Rd (CARS) | | \$ 20,000.00 | \$ 762,000.00 | | | \$ 782,000.00 |
| | Roe Ave - 63rd St to 83rd St (CARS) | | | \$ 50,000.00 | \$ 1,463,000.00 | | \$ 1,513,000.00 |
| 83ST0003 | 83rd St - E City Limit to Nall Ave (CARS) | | | | \$ 160,000.00 | \$ 1,630,000.00 | \$ 1,790,000.00 |
| NAAV0006 | Nall Ave - 63rd St to 67th St UBAS (Mission) (CARS) | | | | \$ 20,000.00 | \$ 355,000.00 | \$ 375,000.00 |
| | 75th St - Mission to Nall (CARS) | | | | | \$ 200,000.00 | \$ 200,000.00 |
| STREET TOTAL PER YEAR | | \$ 200,000.00 | \$ 6,051,000.00 | \$ 5,632,000.00 | \$ 6,063,000.00 | \$ 6,905,000.00 | \$ 24,851,000.00 |



2024 CIP Budget

| PROJECT # | PROJECT DESCRIPTION | PREVIOUS BUDGET | 2024 BUDGET | 2025 BUDGET | 2026 BUDGET | 2027 BUDGET | PROJECT TOTAL |
|---|--------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|
| BUILDING | | | | | | | |
| BLDGResv | Building Reserve | \$ 245,431.24 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 445,431.24 |
| | PW Salt Barn Repair Siding | | | \$ 65,000.00 | | | \$ 65,000.00 |
| BUILDING TOTAL PER YEAR | | \$ 245,431.24 | \$ 50,000.00 | \$ 115,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 510,431.24 |
| OTHER | | | | | | | |
| ADARESvX | ADA Compliance Program Reserve | \$ 41,275.91 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 141,275.91 |
| CONC2024 | Concrete Repair Program | | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 2,400,000.00 |
| SIDEWALK & CURB TOTAL PER YEAR | | \$ 41,275.91 | \$ 625,000.00 | \$ 625,000.00 | \$ 625,000.00 | \$ 625,000.00 | \$ 2,541,275.91 |
| CIP TOTAL | | \$ 4,001,231.39 | \$ 8,933,000.00 | \$ 7,937,000.00 | \$ 8,343,000.00 | \$ 9,265,000.00 | \$ 38,479,231.39 |



2024 CIP Budget

| | FUNDING DESCRIPTION | 2024 FUNDING | 2025 FUNDING | 2026 FUNDING | 2027 FUNDING | FUNDING TOTAL |
|------------------------------|----------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|
| CASH | CAPITAL RESERVE | \$ - | \$ - | \$ - | \$ - | \$ - |
| CASH | GENERAL FUND | \$ 6,135,530.00 | \$ 5,350,905.00 | \$ 5,923,000.00 | \$ 6,687,500.00 | \$ 24,096,935.00 |
| BUILD | BUILDING BOND | \$ - | \$ - | \$ - | \$ - | \$ - |
| DRAIN | STORMWATER FUND | \$ 1,050,000.00 | \$ 1,050,000.00 | \$ 1,050,000.00 | \$ 1,050,000.00 | \$ 4,200,000.00 |
| DRAIN | SMAC GRANT | \$ 60,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 50,000.00 | \$ 230,000.00 |
| DRAIN | DRAIN BOND | \$ - | \$ - | \$ - | \$ - | \$ - |
| PARK | SPECIAL PARK | \$ 150,000.00 | \$ 150,000.00 | \$ 150,000.00 | \$ 150,000.00 | \$ 600,000.00 |
| PARK | PARK SALES TAX | \$ - | \$ - | \$ - | \$ - | \$ - |
| STREET | CARS GRANT | \$ 632,750.00 | \$ 611,375.00 | \$ 550,000.00 | \$ 638,750.00 | \$ 2,432,875.00 |
| STREET | SPECIAL HIGHWAY | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 2,400,000.00 |
| STREET | STREET BOND | \$ - | \$ - | \$ - | \$ - | \$ - |
| MISC | FUNDING FROM OTHERS | \$ 114,720.00 | \$ 114,720.00 | \$ 10,000.00 | \$ 88,750.00 | \$ 328,190.00 |
| ECODEVO | ECONOMIC DEVELOPMENT | \$ - | \$ - | \$ - | \$ - | \$ - |
| TGT | TRANSIENT GUEST TAX | \$ 190,000.00 | \$ - | \$ - | \$ - | \$ 190,000.00 |
| TOTAL FUNDING BY YEAR | | \$ 8,933,000.00 | \$ 7,937,000.00 | \$ 8,343,000.00 | \$ 9,265,000.00 | \$ 34,478,000.00 |

Note that 2024 General Fund funding above is if Council approves \$190k of TGT funding going to Parks capital outlay.



Senate Bill 13 Overview

51

- During the 2021 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.
- The County Clerk shall divide the property tax revenue for each taxing subdivision levied for the previous tax year by the total of taxable assessed valuation in such taxing subdivisions for the current tax year to express the rate in mills.
- The City's Revenue Neutral Rate has not yet been provided by Johnson County. However, it is expected that with this budget as presented the City will need to go through the Revenue Neutral Rate process.



52

Capital Planning and Financing Discussion



City's Debt Capacity

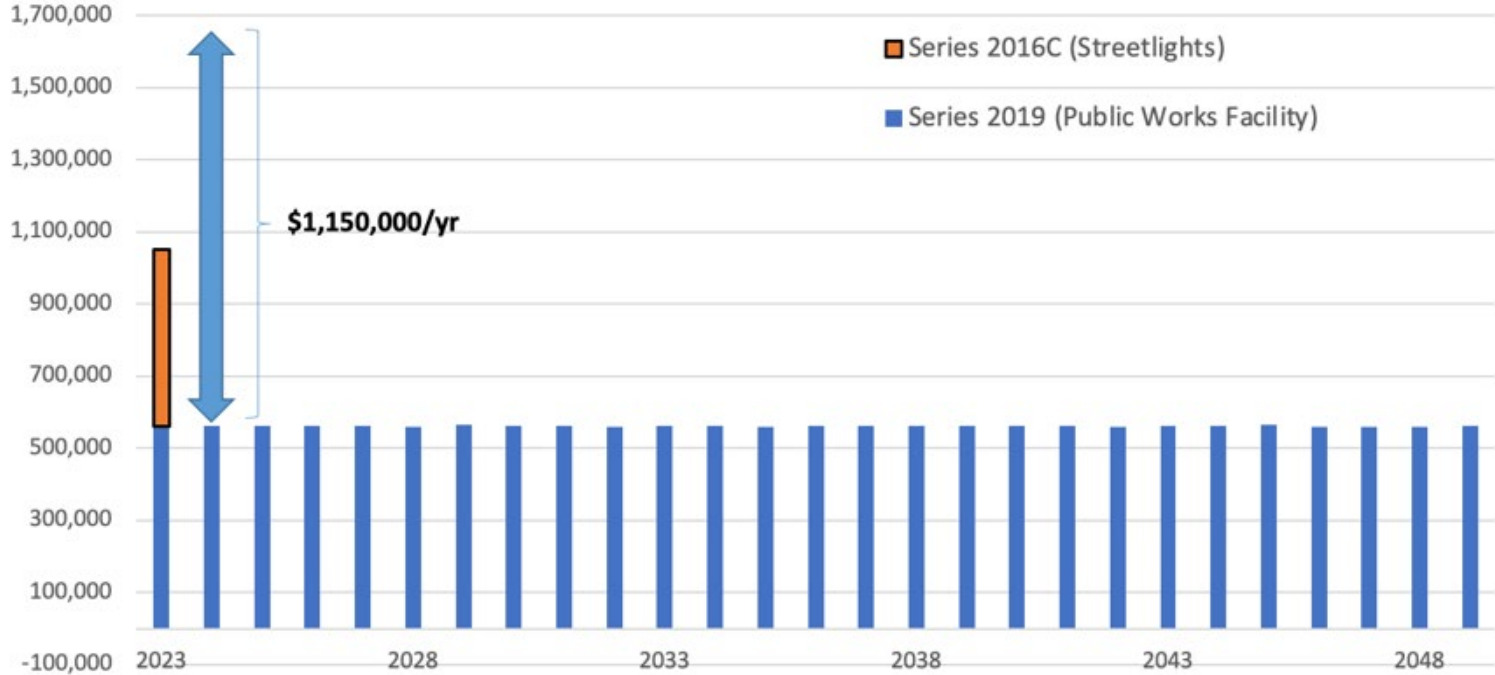
53

- Measurement 1: capacity determined by the Kansas statutory general obligation bond limitation
 - ▣ ~\$178 million (based upon November 2022 valuation)
- Measurement 2: capacity determined by presuming the City's annual debt service demands remain constant at current levels over time
- Measurement 3: capacity determined by evaluating the amount of new debt that could be issued without negatively impacting the City's 'Aaa' rating

Note: Information provided by Columbia Capital Management.



City's Current Debt Service



Note: Information provided by Columbia Capital Management.



City Debt Financing

55

- If we capitalize the \$1.15 million over 30 years
 - ▣ \$20.14 million in net proceeds
- Said another way:
 - ▣ For every \$10 million borrowed over 30 years
 - ▣ \$560,000 in annual debt service payments

Note: Information provided by Columbia Capital Management.



City Hall Financing Options – 30 Year

56

- This budget accommodates debt service for a City Hall costing approximately \$20MM to \$25MM, depending on upfront cash outlay
- Financing \$20MM for City Hall would require annual debt service of \$1.12MM with total repayment of \$33.6MM
 - ▣ The \$1.15MM budgeted Bond and Interest Fund transfer beginning in 2024 is anticipated to cover this debt service
- Financing \$30MM for City Hall would require annual debt service of \$1.68MM with total repayment of \$50.5MM
 - ▣ The additional ~\$530k would need to be budgeted in a future year, possibly through growth in sales tax collections or increases in property values.

Note: these scenarios include many assumptions and are intended for general discussion purposes only.



Community Center Financing Options – 30 Year

57

- A \$20MM Community Center would require annual debt service of \$1.12MM with total repayment of \$33.6MM
 - ▣ This would require approximately $\frac{1}{4}$ cent sales tax
- A \$30MM Community Center would require annual debt service of \$1.68MM with total repayment of \$50.5MM
 - ▣ This would require approximately $\frac{3}{8}$ cent sales tax
- A \$40MM Community Center would require annual debt service of \$2.24MM with total repayment of \$67.3MM
 - ▣ This would require approximately $\frac{1}{2}$ cent sales tax

Note: these scenarios include many assumptions and are intended for general discussion purposes only.



Next Steps

58

- **June 15th** *County Clerks calculated and notified each taxing subdivision of the revenue neutral rate*
- June 20th - Council Meeting: Preliminary 2024 Budget to Council for 1st time
- July 17th - Council Meeting: Resolution Stating Intent to Exceed Revenue Neutral Rate and permission to publish the 2024 Budget
- **July 20th** *Deadline for Governing Bodies to notify County Clerk if intend to exceed revenue neutral rate*
- **August 10th** *County Clerk consolidates information from taxing entities and sends notification to taxpayers*
- **August 25th** *Budget Due to County Clerk if not exceeding revenue neutral rate*
- September 5th Revenue Neutral Rate Hearing/Budget Hearing/Adopt 2023 Budget
 - If exceeding Revenue Neutral Rate
- September 20th Last day to hold a public hearing to consider exceeding the revenue neutral rate
- **October 1st** *Budget Due to County Clerk if exceeding revenue neutral rate*

2024 BUDGET

City of Prairie Village, Kansas

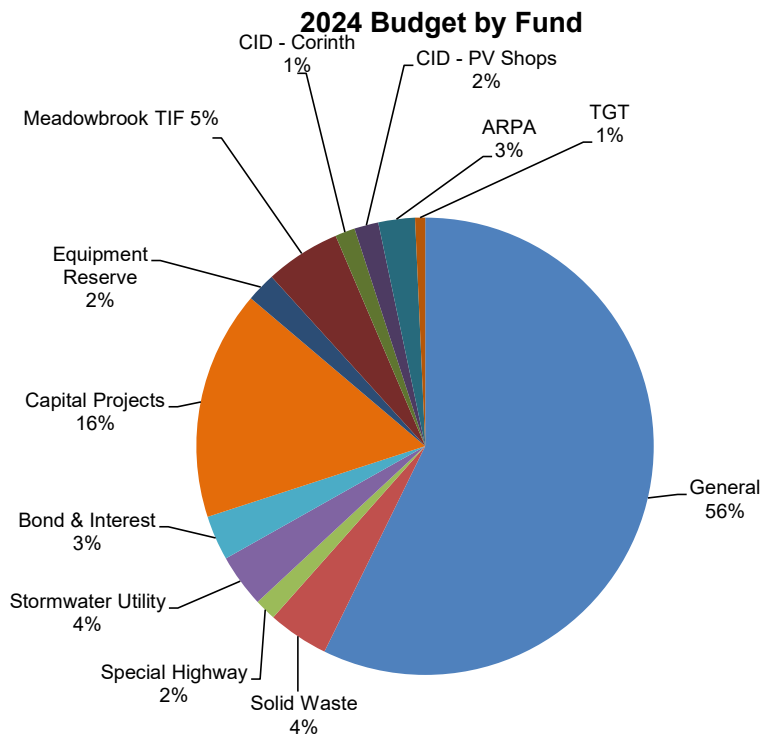


Preliminary
Budget as of
June 20, 2023



2024 Budget by Fund

| Fund | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
|-------------------------|----------------------|----------------------|----------------------|----------------------|
| General | \$ 22,724,346 | \$ 24,971,806 | \$ 27,786,443 | \$ 31,586,176 |
| Solid Waste | 1,907,864 | 1,958,968 | 2,318,803 | 2,374,838 |
| Special Highway | 597,000 | 597,000 | 814,830 | 847,897 |
| Stormwater Utility | 1,600,000 | 1,600,000 | 2,012,544 | 2,073,877 |
| Special Parks & Rec | 140,134 | 105,000 | 157,091 | 276,913 |
| Special Alcohol | 140,620 | 172,552 | 225,587 | 308,662 |
| Bond & Interest | 1,323,000 | 1,050,725 | 1,084,318 | 1,749,147 |
| Capital Projects | 11,603,631 | 5,444,437 | 9,555,000 | 8,933,000 |
| Risk Management Reserve | 35,410 | (14,000) | 181,795 | 221,356 |
| Economic Development | 103,046 | 89,710 | 432,197 | 266,695 |
| Equipment Reserve | 264,560 | 566,844 | 1,125,570 | 1,148,499 |
| Meadowbrook TIF | 1,897,461 | 1,983,361 | 2,280,255 | 2,932,272 |
| CID - Corinth | 575,319 | 560,000 | 825,866 | 781,020 |
| CID - PV Shops | 434,239 | 420,000 | 857,259 | 940,606 |
| ARPA | - | 64,801 | 1,705,090 | 1,422,939 |
| Transient Guest Tax | 144,978 | 36,881 | 559,301 | 387,193 |
| Total | \$ 43,491,609 | \$ 39,608,085 | \$ 51,921,949 | \$ 56,251,090 |



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.

General Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---|---------------------|----------------------|---------------------|----------------------|---------------------|
| Fund Balance 1/1 | \$ 7,608,090 | \$ 9,565,635 | \$ 8,944,122 | \$ 11,211,626 | \$ 10,643,848 |
| Revenues: | | | | | |
| Property Taxes | 8,667,704 | 9,138,008 | 9,637,244 | 9,657,244 | 10,846,020 |
| Sales Taxes | 6,098,163 | 6,746,703 | 5,675,000 | 6,555,000 | 6,305,000 |
| Use Tax | 2,458,591 | 2,795,524 | 1,940,000 | 2,610,000 | 2,510,000 |
| Motor Vehicle Tax | 798,074 | 790,061 | 862,039 | 793,000 | 794,356 |
| Liquor Tax | 140,134 | 176,393 | 157,091 | 175,000 | 187,611 |
| Franchise Fees | 1,871,269 | 2,034,826 | 1,871,239 | 1,987,500 | 1,795,500 |
| Licenses & Permits | 835,741 | 1,197,762 | 963,883 | 1,073,258 | 945,258 |
| Charges for Services | 1,788,547 | 1,811,122 | 1,870,708 | 2,022,969 | 2,219,434 |
| Fines & Fees | 829,111 | 600,977 | 758,700 | 607,900 | 608,700 |
| Recreational Fees | 414,560 | 479,401 | 400,350 | 408,450 | 464,800 |
| Interest on Investments | 40,534 | 60,866 | 113,622 | 200,000 | 118,192 |
| Miscellaneous | 139,467 | 186,162 | 146,479 | 130,435 | 149,835 |
| Total Revenue | 24,081,897 | 26,017,803 | 24,396,355 | 26,820,756 | 26,944,706 |
| Transfers from Other funds: | | | | | |
| Transfer from Stormwater Utility Fund | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 |
| Total | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 |
| Total Sources | 24,681,897 | 26,617,803 | 24,996,355 | 27,420,756 | 27,544,706 |
| Expenditures: | | | | | |
| Personnel Services | 10,922,259 | 12,146,549 | 13,301,167 | 14,517,863 | 15,134,217 |
| Contract Services | 4,247,731 | 4,899,714 | 5,531,597 | 5,178,468 | 5,925,554 |
| Commodities | 705,568 | 859,457 | 939,500 | 824,033 | 1,010,150 |
| Capital Outlay | 339,454 | 227,561 | 315,950 | 269,941 | 305,200 |
| Contingency | - | - | 500,000 | - | 500,000 |
| Total Expenditures | 16,215,012 | 18,133,281 | 20,588,214 | 20,790,305 | 22,875,121 |
| Transfers to Other Funds: | | | | | |
| Transfer to Capital Infrastructure Fund | 4,523,800 | 5,319,000 | 5,284,229 | 5,284,229 | 6,135,530 |
| Transfer to Bond & Interest Fund | 1,319,534 | 1,050,725 | 1,048,000 | 1,048,000 | 559,525 |
| Add'l Transfer-Debt Service rolling off | - | - | - | - | 490,000 |
| Add'l Transfer-Excess over fund balance | - | - | - | - | 660,000 |
| Transfer to Economic Development Fund | 136,000 | 136,000 | 266,000 | 266,000 | 266,000 |
| Transfer to Equipment Reserve Fund | 530,000 | 332,800 | 600,000 | 600,000 | 600,000 |
| Total | 6,509,334 | 6,838,525 | 7,198,229 | 7,198,229 | 8,711,055 |
| Total Uses | 22,724,346 | 24,971,806 | 27,786,443 | 27,988,534 | 31,586,176 |
| Sources Over(Under) Uses | 1,957,551 | 1,645,997 | (2,790,088) | (567,778) | (4,041,470) |
| Fund Balance @ 12/31 | \$ 9,565,635 | \$ 11,211,626 | \$ 6,154,034 | \$ 10,643,848 | \$ 6,602,378 |

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

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|-------------------|-------------------|------------------|-------------------|------------------|
| Fund Balance 1/1 | \$ 297,789 | \$ 240,393 | \$ 207,430 | \$ 226,138 | \$ 267,986 |
| Revenues: | | | | | |
| Licenses & Permits | 2,845 | 1,825 | 2,800 | 2,000 | 2,000 |
| Charges for Services | 1,842,953 | 1,924,353 | 2,076,321 | 2,059,445 | 2,073,852 |
| Interest on Investments | 4,670 | 17,556 | 30,195 | 27,892 | 30,000 |
| Miscellaneous | | 979 | 2,057 | 1,000 | 1,000 |
| Total Revenue | 1,850,468 | 1,944,713 | 2,111,373 | 2,090,337 | 2,106,852 |
| Total Sources | 1,850,468 | 1,944,713 | 2,111,373 | 2,090,337 | 2,106,852 |
| Expenditures: | | | | | |
| Personnel Services | 36,896 | 43,673 | 45,713 | 45,713 | 41,792 |
| Contract Services | 1,870,968 | 1,915,295 | 2,014,445 | 2,001,776 | 2,068,175 |
| Commodities | - | - | 1,000 | 1,000 | 1,000 |
| Contingency | - | - | 257,645 | - | 263,871 |
| Total Expenditures | 1,907,864 | 1,958,968 | 2,318,803 | 2,048,489 | 2,374,838 |
| Total Uses | 1,907,864 | 1,958,968 | 2,318,803 | 2,048,489 | 2,374,838 |
| Sources Over(Under) Uses | (57,396) | (14,255) | (207,430) | 41,848 | (267,986) |
| Fund Balance @ 12/31 | \$ 240,393 | \$ 226,138 | \$ - | \$ 267,986 | \$ - |

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 202 budget includes a 3.25% contractual increase and the inclusion of \$2 annually to fund annual mattress recycling.

2019 Assessment: \$207.00
 2020 Assessment: \$228.00
 2021 Assessment: \$218.00
 2022 Assessment: \$227.00
 2023 Assessment: \$245.00
 2024 Assessment: \$244.00

Special Highway Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---|-------------------|-------------------|------------------|-------------------|------------------|
| Fund Balance 1/1 | \$ 146,465 | \$ 204,012 | \$ 187,147 | \$ 236,856 | \$ 235,548 |
| Revenues: | | | | | |
| Intergovernmental | 653,512 | 618,182 | 619,880 | 607,760 | 603,260 |
| Interest on Investments | 1,035 | 11,662 | 7,803 | 10,812 | 9,089 |
| Total Revenue | 654,547 | 629,844 | 627,683 | 618,572 | 612,349 |
| Total Sources | 654,547 | 629,844 | 627,683 | 618,572 | 612,349 |
| Expenditures: | | | | | |
| Personnel Services | - | - | - | - | - |
| Contract Services | - | - | - | - | - |
| Commodities | - | - | - | - | - |
| Capital Outlay | - | - | - | - | - |
| Debt Service | - | - | - | - | - |
| Infrastructure | - | - | - | - | - |
| Contingency | - | - | 194,950 | - | 244,637 |
| Total Expenditures | - | - | 194,950 | - | 244,637 |
| Transfers to Other Funds: | | | | | |
| Transfer to Capital Infrastructure Fund | 597,000 | 597,000 | 619,880 | 619,880 | 603,260 |
| Total | 597,000 | 597,000 | 619,880 | 619,880 | 603,260 |
| Total Uses | 597,000 | 597,000 | 814,830 | 619,880 | 847,897 |
| Sources Over(Under) Uses | 57,547 | 32,844 | (187,147) | (1,308) | (235,548) |
| Fund Balance @ 12/31 | \$ 204,012 | \$ 236,856 | \$ - | \$ 235,548 | \$ - |

Funding Sources: State gasoline tax (per gallon)

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

Stormwater Utility Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---|-------------------|-------------------|------------------|-------------------|------------------|
| Fund Balance 1/1 | \$ 238,303 | \$ 271,231 | \$ 327,972 | \$ 341,180 | \$ 406,844 |
| Revenues: | | | | | |
| Licenses & Permits | 14,140 | 12,880 | 11,000 | 5,000 | 5,000 |
| Charges for Services | 1,614,391 | 1,641,036 | 1,628,000 | 1,628,000 | 1,637,312 |
| Interest on Investments | 4,397 | 16,033 | 45,572 | 32,664 | 24,721 |
| Total Revenue | 1,632,928 | 1,669,949 | 1,684,572 | 1,665,664 | 1,667,033 |
| Total Sources | 1,632,928 | 1,669,949 | 1,684,572 | 1,665,664 | 1,667,033 |
| Expenditures: | | | | | |
| Contingency | - | - | 412,544 | - | 423,877 |
| Total Expenditures | - | - | 412,544 | - | 423,877 |
| Transfers to Other Funds: | | | | | |
| Transfer to General Fund | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 |
| Transfer to Bond & Interest Fund | - | - | - | - | - |
| Transfer to Capital Infrastructure Fund | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,050,000 |
| Total | 1,600,000 | 1,600,000 | 1,600,000 | 1,600,000 | 1,650,000 |
| Total Uses | 1,600,000 | 1,600,000 | 2,012,544 | 1,600,000 | 2,073,877 |
| Sources Over(Under) Uses | 32,928 | 69,949 | (327,972) | 65,664 | (406,844) |
| Fund Balance @ 12/31 | \$ 271,231 | \$ 341,180 | \$ - | \$ 406,844 | \$ - |

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

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---|----------------|------------------|----------------|------------------|-----------------|
| Fund Balance 1/1 | \$ - | \$ - | \$ - | \$ 71,393 | \$ 89,302 |
| Revenues: | | | | | |
| Liquor Tax | 140,134 | 176,393 | 157,091 | 175,000 | 187,611 |
| Interest on Investments | - | - | - | - | - |
| Total Revenue | 140,134 | 176,393 | 157,091 | 175,000 | 187,611 |
| Total Sources | 140,134 | 176,393 | 157,091 | 175,000 | 187,611 |
| Expenditures: | | | | | |
| Contingency | - | - | - | - | - |
| Total Expenditures | - | - | - | - | - |
| Transfers to Other Funds: | | | | | |
| Transfer to Capital Infrastructure Fund | 140,134 | 105,000 | 157,091 | 157,091 | 276,913 |
| Total | 140,134 | 105,000 | 157,091 | 157,091 | 276,913 |
| Total Uses | 140,134 | 105,000 | 157,091 | 157,091 | 276,913 |
| Sources Over(Under) Uses | - | 71,393 | - | 17,909 | (89,302) |
| Fund Balance @ 12/31 | \$ - | \$ 71,393 | \$ - | \$ 89,302 | \$ - |

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.

Special Alcohol Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|------------------|------------------|----------------|------------------|----------------|
| Fund Balance 1/1 | \$ 14,082 | \$ 13,673 | \$ 42,104 | \$ 23,988 | \$ 70,249 |
| Revenues: | | | | | |
| Liquor Tax | 140,134 | 176,393 | 157,091 | 175,000 | 187,611 |
| Interest on Investments | 77 | 890 | 1,393 | 1,656 | 802 |
| Miscellaneous | - | 5,584 | 25,000 | 51,717 | 50,000 |
| Total Revenue | 140,211 | 182,867 | 183,484 | 228,373 | 238,413 |
| Total Sources | 140,211 | 182,867 | 183,484 | 228,373 | 238,413 |
| Expenditures: | | | | | |
| Personnel Services | 60,202 | 89,616 | 108,754 | 97,879 | 121,798 |
| Contract Services | 65,210 | 75,757 | 74,814 | 67,333 | 74,898 |
| Commodities | 15,209 | 7,179 | 16,900 | 16,900 | 17,000 |
| Capital Outlay | - | - | - | - | - |
| Contingency | - | - | 25,119 | - | 94,966 |
| Total Expenditures | 140,620 | 172,552 | 225,587 | 182,111 | 308,662 |
| Total Uses | 140,620 | 172,552 | 225,587 | 182,111 | 308,662 |
| Sources Over(Under) Uses | (409) | 10,315 | (42,103) | 46,262 | (70,249) |
| Fund Balance @ 12/31 | \$ 13,673 | \$ 23,988 | \$ 1 | \$ 70,249 | \$ - |

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 & Interest Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|
| Fund Balance 1/1 | \$ 37,204 | \$ 33,990 | \$ 34,793 | \$ 35,836 | \$ 38,097 |
| Revenues: | | | | | |
| Property Taxes | - | - | - | - | - |
| Motor Vehicle Tax | - | - | - | - | - |
| Interest on Investments | 252 | 1,846 | 1,525 | 2,261 | 1,525 |
| Total Revenue | 252 | 1,846 | 1,525 | 2,261 | 1,525 |
| Transfers from Other funds: | | | | | |
| Transfer from General Fund | 1,319,534 | 1,050,725 | 1,048,000 | 1,048,000 | 1,709,525 |
| Transfer from Stormwater Fund | - | - | - | - | - |
| Total | 1,319,534 | 1,050,725 | 1,048,000 | 1,048,000 | 1,709,525 |
| Total Sources | 1,319,786 | 1,052,571 | 1,049,525 | 1,050,261 | 1,711,050 |
| Expenditures: | | | | | |
| Debt Service | 1,323,000 | 1,050,725 | 1,048,000 | 1,048,000 | 559,525 |
| Infrastructure | - | - | - | - | 1,150,000 |
| Contingency | - | - | 36,318 | - | 39,622 |
| Total Expenditures | 1,323,000 | 1,050,725 | 1,084,318 | 1,048,000 | 1,749,147 |
| Total Uses | 1,323,000 | 1,050,725 | 1,084,318 | 1,048,000 | 1,749,147 |
| Sources Over(Under) Uses | (3,214) | 1,846 | (34,793) | 2,261 | (38,097) |
| Fund Balance @ 12/31 | \$ 33,990 | \$ 35,836 | \$ - | \$ 38,097 | \$ - |

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.

Capital Infrastructure Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|
| Fund Balance 1/1 | \$ 9,751,701 | \$ 6,212,265 | \$ 5,677,822 | \$ 8,543,239 | \$ 8,544,719 |
| Revenues: | | | | | |
| Intergovernmental | 1,746,069 | 720,584 | 1,878,800 | 1,878,800 | 807,470 |
| Bond Proceeds | - | - | - | - | - |
| Interest on Investments | 61,402 | 16,218 | 87,447 | 480 | 87,447 |
| Miscellaneous | 3,800 | 3,337 | 1,000 | 1,000 | 1,000 |
| Net Inc/Decr in Fair Value | (8,010) | 14,272 | - | - | - |
| Total Revenue | 1,803,261 | 754,411 | 1,967,247 | 1,880,280 | 895,917 |
| Transfers from Other funds: | | | | | |
| Transfer from General Fund | 4,523,800 | 5,319,000 | 5,284,229 | 5,284,229 | 6,135,530 |
| Transfer from Special Highway Fund | 597,000 | 597,000 | 619,880 | 619,880 | 603,260 |
| Transfer from Stormwater Utility Fund | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,050,000 |
| Transfer from Special Parks & Rec Fund | 140,134 | 105,000 | 157,091 | 157,091 | 276,913 |
| Transfer from Transient Guest Tax Fund | - | - | 365,000 | 365,000 | 190,000 |
| Transfer from Economic Development Fund | - | - | 250,000 | 250,000 | - |
| Total | 6,260,934 | 7,021,000 | 7,676,200 | 7,676,200 | 8,255,703 |
| Total Sources | 8,064,195 | 7,775,411 | 9,643,447 | 9,556,480 | 9,151,620 |
| Expenditures: | | | | | |
| Infrastructure | 11,603,631 | 5,444,437 | 9,555,000 | 9,555,000 | 8,933,000 |
| Total Expenditures | 11,603,631 | 5,444,437 | 9,555,000 | 9,555,000 | 8,933,000 |
| Total Uses | 11,603,631 | 5,444,437 | 9,555,000 | 9,555,000 | 8,933,000 |
| Sources Over(Under) Uses | (3,539,436) | 2,330,974 | 88,447 | 1,480 | 218,620 |
| Fund Balance @ 12/31 | \$ 6,212,265 | \$ 8,543,239 | \$ 5,766,269 | \$ 8,544,719 | \$ 8,763,339 |

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 = \$8,933,000

| 2024 PROJECT DESCRIPTION | 2024 EXPENDITURES |
|--|--------------------|
| Park Infrastructure Reserve | \$105,000 |
| Bennett Park Shelter & Plan Area | \$195,000 |
| Lighting at Skate Park and Weltner Basketball Court | \$40,000 |
| Franklin Park Historical Marker & Surfacing | \$15,000 |
| Harmon Park Pavilion and Restroom | \$822,000 |
| PARK TOTAL PER YEAR | \$1,177,000 |
| Water Discharge Program Reserve | \$20,000 |
| Mission Road | \$20,000 |
| Drainage Repair Program | \$990,000 |
| DRAINAGE TOTAL PER YEAR | \$1,030,000 |
| Traffic Calming Program Reserve | \$20,000 |
| Residential Street Rehabilitation Program | \$3,500,000 |
| UBAS Overlay Program | \$400,000 |
| Mission Rd - 63rd St to 67th Ter (CARS) | \$550,000 |
| Nall Ave - 75t St to 79th St (CARS) | \$1,500,000 |
| Roe Ave - N City Limit to 63rd St (Mission Admin) | \$11,000 |
| Somerset Dr - State Line to Reinhardt UBAS | \$20,000 |
| 63rd St - Roe Ave to Nall Ave (Mission Admin) (CARS) | \$30,000 |
| 75th St - State Line to Mission Rd (CARS) | \$20,000 |
| STREET TOTAL PER YEAR | \$6,051,000 |
| Building Reserve | \$50,000 |
| BUILDINGS TOTAL PER YEAR | \$50,000 |
| ADA Compliance Program Reserve | \$25,000 |
| Concrete Repair Program | \$600,000 |
| OTHER TOTAL PER YEAR | \$625,000 |
| CIP TOTAL | \$8,933,000 |

Risk Management Reserve Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|------------------------------------|-------------------|-------------------|------------------|-------------------|------------------|
| Fund Balance 1/1 | \$ 249,968 | \$ 215,579 | \$ 178,687 | \$ 248,377 | \$ 217,356 |
| Revenues: | | | | | |
| Interest on Investments | 1,021 | 4,114 | 3,108 | 8,979 | 4,000 |
| Miscellaneous | - | 14,684 | - | - | - |
| Total Revenue | 1,021 | 18,798 | 3,108 | 8,979 | 4,000 |
| Transfers from Other funds: | | | | | |
| Transfer from General Fund | - | - | - | - | - |
| Transfer from Special Alcohol Fund | - | - | - | - | - |
| Total | - | - | - | - | - |
| Total Sources | 1,021 | 18,798 | 3,108 | 8,979 | 4,000 |
| Expenditures: | | | | | |
| Contract Services | 35,410 | (14,000) | 40,000 | 40,000 | 40,000 |
| Risk Management Reserve | - | - | 141,795 | - | 181,356 |
| Total Expenditures | 35,410 | (14,000) | 181,795 | 40,000 | 221,356 |
| Total Uses | 35,410 | (14,000) | 181,795 | 40,000 | 221,356 |
| Sources Over(Under) Uses | (34,389) | 32,798 | (178,687) | (31,021) | (217,356) |
| Fund Balance @ 12/31 | \$ 215,579 | \$ 248,377 | \$ - | \$ 217,356 | \$ - |

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

Expenditures: Risk management related expenditures, such as insurance deductibles

Economic Development Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|--|-------------------|-------------------|----------------|------------------|----------------|
| Fund Balance 1/1 | \$ 137,281 | \$ 170,819 | \$ 165,502 | \$ 222,208 | \$ - |
| Revenues: | | | | | |
| Interest on Investments | 583 | 5,099 | 695 | 8,792 | 695 |
| Total Revenue | 583 | 5,099 | 695 | 8,792 | 695 |
| Transfers from Other funds: | | | | | |
| Transfer from General Fund | 136,000 | 136,000 | 266,000 | 266,000 | 266,000 |
| Total | 136,000 | 136,000 | 266,000 | 266,000 | 266,000 |
| Total Sources | 136,583 | 141,099 | 266,695 | 274,792 | 266,695 |
| Expenditures: | | | | | |
| Contract Services: <i>Exterior and Sustainability Grant Programs</i> | 103,046 | 89,710 | 104,000 | 127,000 | 104,000 |
| Contract Services: <i>Property Tax Rebate</i> | - | - | 20,000 | 25,000 | 25,000 |
| Contract Services: <i>Community Center Site Design and Owner's Rep</i> | - | - | - | 125,000 | - |
| Contract Services: <i>Mail-in Ballot</i> | - | - | - | - | 54,000 |
| Harmon Park | - | - | 250,000 | 220,000 | - |
| Contingency | - | - | 58,197 | - | 83,695 |
| Total Expenditures | 103,046 | 89,710 | 432,197 | 497,000 | 266,695 |
| Total Uses | 103,046 | 89,710 | 432,197 | 497,000 | 266,695 |
| Sources Over(Under) Uses | 33,538 | 51,389 | (165,502) | (222,208) | - |
| Fund Balance @ 12/31 | \$ 170,819 | \$ 222,208 | \$ - | \$ - | \$ - |

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 | 2023 Bud | 2023 Est | 2024 Bud |
|--|------------|------------|------------|
| Beginning balance | \$165,502 | \$222,208 | \$0 |
| Interest | 695 | 8,792 | 695 |
| Transfer from General Fund (Public Safety Sales Tax & Minor Home Repair) | 266,000 | 266,000 | 266,000 |
| Community Center Site Design and Owner's Rep | - | (125,000) | - |
| Mail-in Ballot - Community Center | - | - | (54,000) |
| Exterior Grant Program | (74,000) | (74,000) | (74,000) |
| Sustainability Grant Program | (30,000) | (30,000) | (30,000) |
| Potential Survey | - | (23,000) | - |
| Property tax rebate program | (20,000) | (25,000) | (25,000) |
| Harmon Park | (250,000) | (220,000) | - |
| Contingency | (58,197) | - | (83,695) |
| Total | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |

Equipment Reserve Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Fund Balance 1/1 | \$ 473,429 | \$ 782,500 | \$ 522,118 | \$ 564,818 | \$ 545,047 |
| Revenues: | | | | | |
| Interest on Investments | 2,479 | 16,362 | 3,452 | 8,979 | 3,452 |
| Total Revenue | 2,479 | 16,362 | 3,452 | 8,979 | 3,452 |
| Transfers from Other funds: | | | | | |
| Transfer from General Fund | 571,152 | 332,800 | 600,000 | 600,000 | 600,000 |
| Total | 571,152 | 332,800 | 600,000 | 600,000 | 600,000 |
| Total Sources | 573,631 | 349,162 | 603,452 | 608,979 | 603,452 |
| Expenditures: | | | | | |
| Capital Outlay | 264,560 | 566,844 | 598,750 | 628,750 | 611,000 |
| Contingency | - | - | 526,820 | - | 537,499 |
| Total Expenditures | 264,560 | 566,844 | 1,125,570 | 628,750 | 1,148,499 |
| Total Uses | 264,560 | 566,844 | 1,125,570 | 628,750 | 1,148,499 |
| Sources Over(Under) Uses | 309,071 | (217,682) | (522,118) | (19,771) | (545,047) |
| Fund Balance @ 12/31 | \$ 782,500 | \$ 564,818 | \$ - | \$ 545,047 | \$ - |

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 = \$611,000

| 2024 PROJECT DESCRIPTION | 2024 EXPENDITURES |
|--|-------------------|
| PD Laptop Replacement (2023 - 2024 project) | \$25,000 |
| Server Replacement | \$10,000 |
| PD Radio Replacement (2027 project) | \$50,000 |
| PD In car video / BWC (2027 project) | \$100,000 |
| Traffic Camera/Fixed Location License Plate Reader | \$80,000 |
| Switches (Network) | \$10,000 |
| Network Back Up | \$10,000 |
| Citywide Laptop/Computer Replacement | \$25,000 |
| City Facility Camera Replacement | \$30,000 |
| Digitization Records (Microfilm/Laserfiche) | \$30,000 |
| | |
| TOTAL | \$370,000 |
| Public Works Equipment | |
| PW Mower (Annual) | \$16,000 |
| PW Internat'l Dump Truck (Annual) | \$225,000 |
| | |
| | |
| TOTAL | \$241,000 |
| | |
| EQUIPMENT RESERVE TOTAL | \$611,000 |

Meadowbrook TIF Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|--------------------------------------|------------------|------------------|------------------|-------------------|------------------|
| Fund Balance 1/1 | \$ 128,877 | \$ 26 | \$ 69,711 | \$ 71,468 | \$ 174,328 |
| Revenues: | | | | | |
| Incremental Property Taxes | 1,767,968 | 2,053,194 | 2,205,200 | 2,413,520 | 2,752,600 |
| Interest on Investments | 642 | 1,609 | 5,344 | 2,860 | 5,344 |
| Total Revenue | 1,768,611 | 2,054,803 | 2,210,544 | 2,416,380 | 2,757,944 |
| Expenditures: | | | | | |
| Contract Services | 1,342,211 | 10,000 | 10,000 | 10,000 | 10,000 |
| Debt Service (Payment to Trustee) | 555,250 | 1,973,361 | 2,136,200 | 2,303,520 | 2,683,600 |
| Contingency (TIF Commercial Balance) | - | - | 134,055 | - | 238,672 |
| Total Expenditures | 1,897,461 | 1,983,361 | 2,280,255 | 2,313,520 | 2,932,272 |
| Total Uses | 1,897,461 | 1,983,361 | 2,280,255 | 2,313,520 | 2,932,272 |
| Sources Over(Under) Uses | (128,851) | 71,442 | (69,711) | 102,860 | (174,328) |
| Fund Balance @ 12/31 | \$ 26 | \$ 71,468 | \$ - | \$ 174,328 | \$ - |

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 - Corinth Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Fund Balance 1/1 | \$ 107,442 | \$ 145,256 | \$ 171,535 | \$ 231,024 | \$ 156,020 |
| Revenues: | | | | | |
| Sales Taxes | 612,766 | 641,726 | 650,000 | 615,000 | 620,000 |
| Interest on Investments | 367 | 4,042 | 4,332 | 6,996 | 5,000 |
| Total Revenue | 613,133 | 645,768 | 654,332 | 621,996 | 625,000 |
| Expenditures: | | | | | |
| Contract Services | 575,319 | 560,000 | 825,866 | 697,000 | 781,020 |
| Total Expenditures | 575,319 | 560,000 | 825,866 | 697,000 | 781,020 |
| Total Uses | 575,319 | 560,000 | 825,866 | 697,000 | 781,020 |
| Sources Over(Under) Uses | 37,814 | 85,768 | (171,534) | (75,004) | (156,020) |
| Fund Balance @ 12/31 | \$ 145,256 | \$ 231,024 | \$ 1 | \$ 156,020 | \$ - |

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

Expenditures: Development within Corinth Square per Developer Agreement

CID - PV Shops Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Fund Balance 1/1 | \$ 112,252 | \$ 248,046 | \$ 251,555 | \$ 450,261 | \$ 343,606 |
| Revenues: | | | | | |
| Sales Taxes | 569,574 | 614,593 | 600,000 | 575,000 | 585,000 |
| Interest on Investments | 459 | 7,622 | 5,704 | 15,345 | 12,000 |
| Total Revenue | 570,033 | 622,215 | 605,704 | 590,345 | 597,000 |
| Total Sources | 570,033 | 622,215 | 605,704 | 590,345 | 597,000 |
| Expenditures: | | | | | |
| Contract Services | 434,239 | 420,000 | 857,259 | 697,000 | 940,606 |
| Total Expenditures | 434,239 | 420,000 | 857,259 | 697,000 | 940,606 |
| Total Uses | 434,239 | 420,000 | 857,259 | 697,000 | 940,606 |
| Sources Over(Under) Uses | 135,794 | 202,215 | (251,555) | (106,655) | (343,606) |
| Fund Balance @ 12/31 | \$ 248,046 | \$ 450,261 | \$ - | \$ 343,606 | \$ - |

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

Expenditures: Development within PV Shops per Developer Agreement

Transient Guest Tax

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|---------------------------------|-------------------|-------------------|----------------|-------------------|----------------|
| Fund Balance 1/1 | \$ 55,001 | \$ 112,831 | \$ 279,033 | \$ 372,438 | \$ 106,925 |
| Revenues: | | | | | |
| Transient Guest Tax | 202,504 | 288,557 | 280,000 | 280,000 | 280,000 |
| Interest on Investments | 304 | 7,931 | 268 | 13,788 | 268 |
| Total Revenue | 202,808 | 296,488 | 280,268 | 293,788 | 280,268 |
| Total Sources | 202,808 | 296,488 | 280,268 | 293,788 | 280,268 |
| Expenditures: | | | | | |
| Contract Services | 144,978 | 36,881 | 165,100 | 165,100 | 163,100 |
| Capital Outlay (Harmon Park) | - | - | 365,000 | 365,000 | - |
| Capital Outlay (Other Parks) | - | - | - | - | 190,000 |
| Reserves | - | - | 29,201 | 29,201 | 34,093 |
| Total Expenditures | 144,978 | 36,881 | 559,301 | 559,301 | 387,193 |
| Total Uses | 144,978 | 36,881 | 559,301 | 559,301 | 387,193 |
| Sources Over(Under) Uses | 57,830 | 259,607 | (279,033) | (265,513) | (106,925) |
| Fund Balance @ 12/31 | \$ 112,831 | \$ 372,438 | \$ - | \$ 106,925 | \$ - |

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 | 2021 | 2022 | 2023 | 2023 | 2024 |
|--------------------------------|-------------------|------------------|-------------------|-------------------|-------------------|
| Arts Council Annual Allocation | \$ - | \$ - | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| VillageFest | - | 598 | 35,000 | 35,000 | 37,000 |
| JazzFest | - | 25,000 | 35,000 | 35,000 | 35,000 |
| Diversity Committee | - | - | 16,500 | 16,500 | 12,500 |
| Juneteenth Festival | - | - | 15,000 | 15,000 | 15,000 |
| Holiday | - | 1,283 | 3,000 | 3,000 | 3,000 |
| Meadowbrook JCPRD Festival | - | 10,000 | 10,000 | 10,000 | 10,000 |
| Meadowbrook/VT Partnership | - | - | 25,000 | 25,000 | 25,000 |
| Public Art Fund | - | - | 10,000 | 10,000 | 10,000 |
| Capital Outlay (Harmon Park) | - | - | 365,000 | 365,000 | - |
| Capital Outlay (Other Parks) | - | - | - | - | 190,000 |
| Contractual Payment to Trustee | 114,978 | - | - | - | - |
| City Admin Fee (2%) | - | - | 5,600 | 5,600 | 5,600 |
| Reserves (10% plus misc.) | - | - | 29,201 | 29,201 | 34,093 |
| | \$ 114,978 | \$ 36,881 | \$ 559,301 | \$ 559,301 | \$ 387,193 |

ARPA Fund

| | 2021 Actual | 2022 Actual | 2023 Budget | 2023 Estimate | 2024 Budget |
|-----------------------------------|---------------------|---------------------|--------------------|---------------------|--------------------|
| Fund Balance 1/1 | \$ - | \$ 1,701,226 | \$ 1,703,090 | \$ 3,372,939 | \$ 1,372,939 |
| Revenues: | | | | | |
| Intergovernmental (Federal Funds) | 1,701,211 | 1,701,211 | - | - | - |
| Interest on Investments | 15 | 35,304 | 2,000 | 100,000 | 50,000 |
| Miscellaneous | - | - | - | - | - |
| Total Revenue | 1,701,226 | 1,736,515 | 2,000 | 100,000 | 50,000 |
| Total Sources | 1,701,226 | 1,736,515 | 2,000 | 100,000 | 50,000 |
| Expenditures: | | | | | |
| Personnel Services | - | - | - | - | - |
| Contract Services | - | 1,861 | - | - | - |
| Commodities | - | 4,811 | - | 300,000 | - |
| Capital Outlay | - | 58,129 | 1,702,421 | 1,800,000 | 1,400,000 |
| Contingency | - | - | 2,669 | - | 22,939 |
| Total Expenditures | - | 64,801 | 1,705,090 | 2,100,000 | 1,422,939 |
| Total Uses | - | 64,801 | 1,705,090 | 2,100,000 | 1,422,939 |
| Sources Over(Under) Uses | 1,701,226 | 1,671,714 | (1,703,090) | (2,000,000) | (1,372,939) |
| Fund Balance @ 12/31 | \$ 1,701,226 | \$ 3,372,939 | \$ - | \$ 1,372,939 | \$ - |

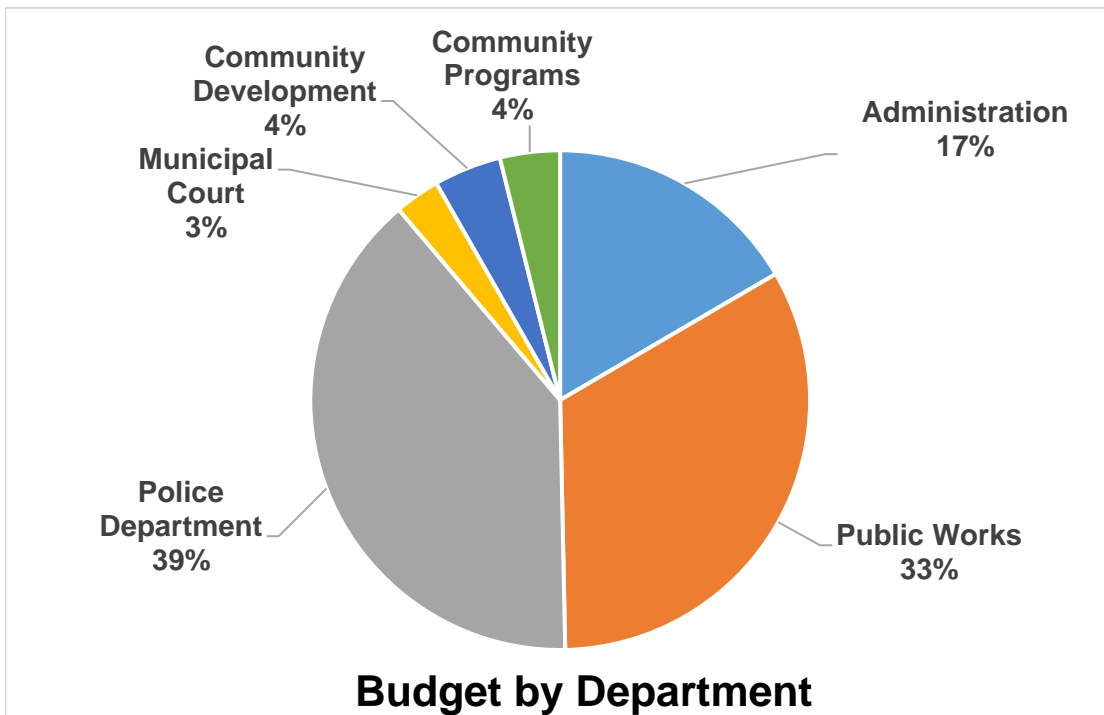
Funding Sources: Monies received from the Federal Government American Rescue Plan Act (ARPA) in response to the COVID-19 pandemic. Total allocation is \$3,402,421.

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 | 2021 | 2022 | 2023 | 2023 | 2024 |
|------------------------------------|-------------|------------------|---------------------|---------------------|---------------------|
| Public Health Expenditures | \$ - | \$ 6,147 | \$ - | \$ - | \$ - |
| Potential Compensation Adjustments | - | - | - | - | - |
| Pool Improvement Project | - | - | - | 1,800,000 | - |
| IT/Phone System Improvements | - | - | 300,000 | 300,000 | - |
| Infrastructure TBD | - | 58,129 | 1,402,421 | - | 1,400,000 |
| Miscellaneous | - | 525 | 2,669 | - | 22,939 |
| | \$ - | \$ 64,801 | \$ 1,705,090 | \$ 2,100,000 | \$ 1,422,939 |

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 |



2024 Budget

FTE Summary by Department

| Department | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
|---|----------------|----------------|----------------|----------------|
| Administration | 9.48 | 10.55 | 10.55 | 10.55 |
| Information Technology | - | 2.00 | 3.00 | 3.00 |
| Public Works | 30.00 | 31.00 | 31.00 | 31.00 |
| Police Department | 61.00 | 59.00 | 59.50 | 59.50 |
| Municipal Court | 5.25 | 5.25 | 5.25 | 5.25 |
| Community Development | 8.32 | 7.45 | 7.45 | 7.45 |
| Community Programs <i>(Inc. Seasonal)</i> | 20.80 | 21.30 | 21.30 | 21.30 |
| Total FTE | 134.85 | 136.55 | 138.05 | 138.05 |
| City Governance <i>(unpaid positions)</i> | 13.00 | 13.00 | 13.00 | 13.00 |

FTE Summary by Program

| Program | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
|---|----------------|----------------|----------------|----------------|
| Management & Planning | 2.48 | 3.85 | 3.85 | 3.85 |
| Information Technology | - | 2.00 | 3.00 | 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 | 9.00 | 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 | 29.50 | 29.50 |
| Investigations | 6.00 | 6.00 | 6.00 | 6.00 |
| Special Investigations | 2.00 | 3.00 | 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 | 4.00 | 4.00 | 4.00 |
| Information Technology | 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 | 7.00 | 7.00 | 7.00 |
| Solid Waste Management | 0.45 | 0.45 | 0.45 | 0.45 |
| City Clerk | 4.00 | 3.70 | 3.70 | 3.70 |
| Community Programs | 1.00 | 1.50 | 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 | 136.55 | 138.05 | 138.05 |
| Mayor & Council <i>(unpaid positions)</i> | 13.00 | 13.00 | 13.00 | 13.00 |

2024 Budget

FTE Summary by Department

| Department | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
|---|----------------|----------------|----------------|----------------|
| Administration | 9.48 | 10.55 | 10.55 | 10.55 |
| Information Technology | - | 2.00 | 3.00 | 3.00 |
| Public Works | 30.00 | 31.00 | 31.00 | 31.00 |
| Police Department | 61.00 | 59.00 | 59.50 | 59.50 |
| Municipal Court | 5.25 | 5.25 | 5.25 | 5.25 |
| Community Development | 8.32 | 7.45 | 7.45 | 7.45 |
| Community Programs <i>(Inc. Seasonal)</i> | 20.80 | 21.30 | 21.30 | 21.30 |
| Total FTE | 134.85 | 136.55 | 138.05 | 138.05 |
| City Governance <i>(unpaid positions)</i> | 13.00 | 13.00 | 13.00 | 13.00 |

FTE Summary by Position

| Department/Position | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
|-----------------------------------|----------------|----------------|----------------|----------------|
| Administration | | | | |
| City Administrator | 1.00 | 1.00 | 1.00 | 1.00 |
| Deputy City Administrator | 0.48 | 0.85 | 0.85 | 1.00 |
| Assistant City Administrator | - | 1.00 | 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 | 0.70 | 0.70 | 0.70 |
| Administrative Support Specialist | 2.00 | 2.00 | 2.00 | 2.00 |
| City Clerk | 1.00 | 1.00 | 1.00 | 0.85 |
| Information Technology | - | 2.00 | 3.00 | 3.00 |
| Total | 9.48 | 12.55 | 13.55 | 13.55 |
| Public Works | | | | |
| Public Works Director | 1.00 | 1.00 | 1.00 | 1.00 |
| Senior Project Manager | - | 1.00 | 1.00 | 1.00 |
| Project Inspector | 1.00 | 1.00 | 1.00 | 1.00 |
| Manager of Engineering Services | 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 | 15.00 | 15.00 | 15.00 |
| Mechanic | 1.00 | 1.00 | 1.00 | 1.00 |
| Total | 30.00 | 31.00 | 31.00 | 31.00 |
| Police Department | | | | |
| Police Chief | 1.00 | 1.00 | 1.00 | 1.00 |
| Police Captain | 2.00 | 3.00 | 3.00 | 3.00 |
| Police Sergeant | 7.00 | 5.00 | 5.00 | 5.00 |
| Police Corporal | 3.00 | 4.00 | 4.00 | 4.00 |
| Police Officer | 33.00 | 34.00 | 34.00 | 34.00 |
| Executive Assistant | 1.00 | 1.00 | 1.00 | 1.00 |
| Communications Supervisor | 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 | 0.50 |
| Community Service Officer | 2.00 | 2.00 | 2.00 | 2.00 |
| Information Technology | 2.00 | - | - | - |
| Total | 61.00 | 59.00 | 59.50 | 59.50 |

2024 Budget

FTE Summary by Position

| Department/Position | 2021 Actual | 2022 Actual | 2023 Budget | 2024 Budget |
|---------------------------------------|----------------|----------------|----------------|----------------|
| Municipal Justice | | | | |
| 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 | | | | |
| Deputy City Administrator | 0.52 | 0.15 | 0.15 | - |
| City Clerk | - | - | - | 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 | - | - | - |
| Total | 8.32 | 7.45 | 7.45 | 7.45 |
| Community Programs | | | | |
| Assistant City Administrator | 1.00 | 1.00 | 1.00 | 1.00 |
| Special Events Coordinator | - | 0.50 | 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 | 21.30 | 21.30 | 21.30 |
| Grand Total | 134.85 | 136.55 | 138.05 | 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 | | | | |
| 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
2024 Budget Calendar**

| Month | Date | Action Item |
|-----------|----------------|--|
| February | 2/21/23 | Council Meeting - Handout 2024 Budget Calendar Outline |
| March | 3/6/23 | Council Meeting - (1) 2024 Budget Goals and Objectives (2) Mill Rate Handout (3) Decision Packages (<i>send to Jason by 4/7/2023</i>) |
| | 3/9/23 | Meet with Johnson County Appraiser - Beau Boisvert |
| | 3/20/23 | Council Meeting - 4th Quarter 2022 Financial Report |
| April | 4/3/23 | Council Meeting - (1) Worker's Compensation and Insurance Cost Assumptions |
| | 4/7/23 | Department budget requests due |
| | 4/10 - 4/14/23 | Budget review process with individual departments |
| | 4/17/23 | Council Meeting - (1) Decision Package Discussion (2) Preliminary Revenue Estimate (3) Committee 2024 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest) |
| May | 5/1/23 | Council Meeting - (1) CIP Discussion and Annual Road Condition Report |
| | 5/9/23 | Finance Committee Meeting - Preliminary 2023 Budget Established and Decision Packages |
| | 5/15/23 | Council Meeting |
| | 5/18/23 | Finance Committee Meeting - Preliminary 2023 Budget Established and Decision Packages (Continued) |
| | 5/29/23 | HOLIDAY |
| June | 6/5/23 | Council Meeting |
| | 6/15/23 | SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate |
| | 6/20/23 | Council Meeting - 2023 Budget Discussion and Approval of Preliminary Budget |
| July | 7/3/23 | Council Meeting, may be canceled |
| | 7/4/23 | HOLIDAY |
| | 7/17/23 | Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request Permission to Publish 2024 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date |
| | 7/20/23 | SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing |
| August | 8/7/23 | Council Meeting |
| | 8/10/23 | Notification sent to taxpayers by the county, if exceeding revenue neutral rate |
| | 8/21/23 | Council Meeting |
| | 8/23/22 | Latest date for notice to be published in the Legal Record for RNR and Budget Hearing |
| | 8/25/23 | Submit budget forms to County Clerk (due August 25th) <i>If not exceeding revenue neutral rate</i> |
| September | 9/5/23 | Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption |
| October | 10/1/23 | Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st) |
| | 10/1-10/31/23 | Finalize Budget Book; Submit to GFOA Award Program |



**Additional 2024 Budget information can
be found on the City's website at**

www.pvkansas.com.

2024 Proposed Budget as of 6/20/2023

MAYOR'S ANNOUNCEMENTS
Tuesday, June 20, 2023

| | | |
|--|------------|-----------|
| Forum on housing recommendations | 06/22/2023 | 4:00 p.m. |
| VillageFest Committee | 06/22/2023 | 5:30 p.m. |
| Diversity Committee Town Hall | 06/26/2023 | 6:00 p.m. |
| JazzFest Committee | 06/27/2023 | 5:30 p.m. |
| Environmental Committee | 06/28/2023 | 5:30 p.m. |
| VillageFest | 07/04/2023 | 7:30 a.m. |
| Independence Day – City offices closed | 07/04/2023 | |
| Tree Board | 07/05/2023 | 6:00 p.m. |
| Diversity Committee | 07/11/2023 | 4:00 p.m. |
| Planning Commission | 07/11/2023 | 7:00 p.m. |
| Arts Council | 07/12/2023 | 5:30 p.m. |
| Arts Council Reception | 07/12/2023 | 7:00 p.m. |
| Police Pension | 07/13/2023 | 2:00 p.m. |
| Forum on housing recommendations | 07/13/2023 | 4:00 p.m. |
| City Council | 07/17/2023 | 6:00 p.m. |

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INFORMATIONAL ITEMS
June 20, 2023

1. Environmental Committee meeting minutes – April 26, 2023
2. Tree Board meeting minutes – May 3, 2023
3. Diversity Committee meeting minutes – May 9, 2023

The Prairie Village Environmental Committee met at 5:30 p.m. April 26, 2023, in the Prairie Village City Hall MPR.

The meeting was called to order at 5:35 pm.

Members in attendance

Piper Reimer (Chair), Greg Shelton (Co-Chair), Ashley Freburg (Staff Liaison), Paul Winn, Mckenna Owens, Rick Wohlfarth, Johanna Comes, Dave Huyett, Rich Dalton, Nathan Kovac, Magda Born

Approval of the agenda

Rick moved to approve the agenda. Nathan seconded the motion. All in favor.

Approval of March 2023 meeting minutes

Rich moved to approve the minutes. Rick seconded the motion. All in favor.

New Business

March Evergy presentation follow up discussion:

Evergy reported 80% of Prairie Village residents set up their online customer accounts, but committee members noted this does not necessarily mean they actively monitor/manage their energy consumption. Evergy is still waiting on KCC rulings regarding new residential programs they would like to roll out. The committee will wait to see the outcome of that, then determine if there are programs that could be promoted to residents or some way to leverage programs they might offer to promote smart thermostats.

Old Business

1. Smart Thermostats

The committee needs to start planning for 2024 if there is continued interest in promoting/subsidizing smart thermostats for residents. The committee could consider doing smart thermostat giveaways at upcoming events in the meantime: VillageFest/JazzFest. Multiple options were discussed, including which type/cost category to give, the potential need for professional installation, concerns regarding how to maximize actual use, and benefit to community education/awareness. It is not appropriate for the city to provide/recommend installers. The committee can explore how the smart thermostats would fit into the Sustainability Grant program in the future, as well as actual benefit of smart thermostats. There's also the need to allow residents to select thermostats, based on the systems they may already have in place in their home. A suggestion was made that thermostat recipients commit to provide feedback on using the thermostat and feature this in Village Voice. The suggestion was made that the committee could collect names of residents in attendance at VillageFest/JazzFest who are interested in becoming part of a "PV Green Team".

Another suggestion was made that the committee have an educational poster made for use at VillageFest/JazzFest, and plan to giveaway three thermostats at VillageFest, with residents putting their name/contact info in to enter a drawing, including their preference for which type of smart thermostat. Approximately \$400 should cover these costs (from the existing \$2000 budget). The committee will have examples of types of smart thermostats for display at events.

Work will move forward on including this in 2024 Sustainability Grant cycle for presentation in January.

Nathan made a motion to create a Smart Thermostat program as described. Rick seconded the motion. All in favor.

2. Curbside composting

Piper shared information about Olathe's new food waste composting kiosk program which started in January 2023. Missouri Organic is the provider. Olathe anticipates a cost of approximately \$500 to empty and maintain the collection bins. The committee will begin exploring whether this is an option for Prairie Village, and whether it would accomplish our goals related to food waste composting. Location/management would need to be examined. A suggestion was that it could be considered in the City Hall campus redesign. It was suggested that it could be interjurisdictional with other neighboring cities. The committee needs to do more research. A proposal would need to be taken to City Council with more than one location in mind. Will be discussed more next meeting.

3. Promotions budget

Ashley reported she spent \$150 promoting OP Recycling Extravaganza. \$850 remains in the budget with four events coming up. Ashley suggested the Go Green event be promoted more heavily than last year. The committee discussed available platforms for promotions including Nextdoor, Twitter, Instagram and FB. Ashley suggested spending \$150/event.

Johanna moved to have Ashley spend \$150/event for each of the upcoming events, utilizing her judgement regarding which platform(s) to use. Rich seconded the motion. All in favor.

4. OP Recycling Extravaganza

Piper thanked all committee members who were able to volunteer for the event and for recruiting an additional volunteer, making the event such a success. Piper provided data on amounts of different materials collected/recycled at the event.

5. Sustainability Program Management

There will be a meeting with Keramida for relevant committee members, Tuesday, May 16. Pizza will be served. Committee members were asked to RSVP if they planned to attend. The committee discussed whether to cancel the regular May committee meeting, since this event will also be occurring in May. The committee decided to maintain the May 24 meeting.

6. Village Voice: July/August addition

Piper will make a list of EC projects/initiatives that will occur at VillageFest to be included.

7. VillageFest planning

Tabled until May meeting.

8. Go Green

Mckenna will follow up with Johanna to discuss whether the PVEC will provide seed balls for the event again this year.

Announcements

1. Next meeting: May 24, 5:30, secretary to be determined.

Adjourn

Rich made a motion to adjourn the meeting. Rick seconded the motion. All in favor.

The meeting adjourned at 7:08 p.m.

Tree Board

Wednesday, May 3, 2023 – Meeting Minutes

Attendees:

- Board members: Ian Graves, Mark Morgan, Kevin Dunn, Kim Biagioli, Lindsay Voitik, Mark Kaufman, Kirk Walters
- Other attendees: Bridget Tolle, Kristin Riott (phone-in)

Minutes:

- New Tree Board Member: The Board welcomed new member Kirk Walters, whose application was approved by the Mayor on Monday May 1, 2023.
- April Minutes: The Board voted to approve minutes from the April 2023 meeting.
- Fall Tree Planting/Heartland Tree Alliance budget: The Board heard remarks from Kristin Riott of Bridging the Gap regarding Heartland Tree Alliance's costs for fall tree planting. The budget for fall tree planting is \$7,500 and Heartland Tree Alliance charges approximately \$500-600 per tree. In addition to planting services, Heartland Tree Alliance provides educational outreach to homeowners that participate in the program and can provide watering services (though has not done so in Prairie Village in past years). The Board discussed plans for the 2023 fall tree planting program and voted to use Prairie Village Public Works and its contractors for the 2023 fall tree planting season.
- Bridget gave a brief example of using the Tree Board portal for newer board members.
- Tree Board Outreach: The Board brainstormed regarding outreach priorities for the coming year. The Board discussed possible coordination with the Johnson County Public Library, including a recommended reading list curated by Tree Board members. The Board also discussed methods to increase awareness about the tree protection ordinance, including requiring literature to be placed on fencing surrounding protected trees at construction sites. The Board also brainstormed regarding the feasibility of a Prairie Village tree canopy sustainability fund. Finally, the Board discussed preliminary plans for a native tree sale. All ideas are subject to further discussion surrounding next steps and feasibility.
- Old Business: Kevin reported that Arbor Day event at Porter Park was well attended. Kevin reported that measurements were taken of an English Oak on private property on 4/26/23 by Bridget, members of the Tree Board and Kim Bomberger of Kansas Forest Service; results should be available soon.
As a follow up from discussion at the May meeting, the Board voted to not have sweetgum trees removed from city right-of-way area at 3401 Somerset.
Fall Seminar – A panelist format with three participants has been confirmed for fall seminar At 7 p.m. Wednesday October 4 at Meadowbrook clubhouse. We need to confirm Birch room

at clubhouse. All three panelists are confirmed: Dennis Patton, Robert Whitman and Sarah Crowder.

- New Business: Tree Board voted not to participate in Jazz Festival this year and to focus on the idea of a Native Tree sale this fall instead.
- Chair Kevin Dunn adjourned meeting at 8:21 p.m.

- **Call to Order** – Cole Robinson
- **Attendance** – Chi Nguyen, Cole Robinson, Courtney McFadden, David Magariel, Etienne Clatanoff Orozco, Hazel Krebs, Capt. Ivan Washington, Karen Heath, Rachael Pegg, Tim Schwartzkopf
- **Approval of Agenda**
 - Karen and Chi with motion, all approved
- **Land Acknowledgment**
 - Chi provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** - Cole
- **Approval of Meeting Minutes (4/11/23)**
 - Karen and Hazel with motion, all approved
- **Presentations** – None
- **Public Participation** – None
- **Committee Discussion**
 - Hazel – Spoke to anti-trans legislation updates
- **Liaison Updates**
 - **Citizen Advisory Board** – Capt. Washington
 - No update
 - **Civil Service Board** – Capt. Washington
 - 5 new officers starting 5/30 for the next academy class
 - **UCS REIC Roundtable Update** - Chi Nguyen
 - May 24th, 10:00am to 12:00pm
 - Chi, Cole, Rachael attending, Tim will be on the panel
 - Panel will include conversation on resistance to change
- **Project/Event Updates**
 - **Juneteenth Update** – Cole
 - **Action/next step**: Volunteers needed; connect with George & Trudy
 - Tim or Cole share contact info or volunteer signup info
 - Rachael connect with Centurions for extra volunteers
 - **Village Voice/Social Media Discussion** – Chi
 - Working on collecting clear parameters on what Ashley is looking for to help make sure our submissions can get through when possible; with competing interest from committees for space, it can be challenging
 - Question discussed: How to get some of the space- is there management of giving space a certain number of times to each committee, are there certain times of year that have less content?
 - Thoughts: Submitting earlier is good, try to condense space needs, must be newsworthy, of interest, etc.
 - Condensing to 300 words or less also a challenge
 - Suggest a short lead-in on Village Voice, but link/direct to website or other socials for longer-form content
 - Content idea: Interview diverse residents about why they moved to PV, “meet your neighbor” series

- **Old Business**
 - **Interpretive Panel Update** – David
 - No updates from designer
 - **Action/next step:** David reaching out for timing estimate
 - **Discuss Town Hall event** – Hazel
 - Panelists identified, confirmations in progress
 - Reviewing contributors to ensure diverse representation
 - Consider asking: Donnavan Dillon, organizer, and policy advocate, with Loud Light KC
 - 5-6 panelists may be too many people; consider having bios available in print to spend limited time covering that – or any other creative ways to have more people and use the time well
 - **Action/next step:** Sub-committee will meet early next week
 - Planned for June 26, 2023 at 6:00pm at Meadowbrook Park
 - **Discuss a PV Seen event for Spring/Summer** – Etienne
 - Open to suggestions of partnerships
 - Hazel’s contact, Jennifer Wilson is ED with Modern Family Alliance
 - Can connect more broadly than PV (OP early childhood ed center, etc.)
 - Planned for June 24, 2023
 - **Discuss indigenous people’s event** – Chi
 - Planned for October 8, 2023
 - Meadowbrook is booked, balance is due September 8 – if plans change we should confirm prior to this date
 - Holding on continued planning until into July
- **New Business** – None
- **Looking Ahead 2023**
 - May
 - REIC Roundtable Event – May 24, 2023, from 10:00am to 12:00pm
 - June
 - Committee Meeting - June 13, 2023 at 4:00 pm
 - Juneteenth Freedom Celebration – June 17, 2023 from 4:00pm to 7:00pm at Harmon Park
 - PV Seen – June 24, 2023 from 10:30am to 12:30pm at Porter Park
 - Town Hall Event – June 26, 2023 from 6:00pm to 7:30pm at Meadowbrook
 - July
 - Committee meeting - July 11, 2023 at 4:00 pm
- **Information Items or Announcements** – None
- **Adjournment**
 - Courtney and Karen with motion, all approved