

The public may attend the meeting in person or view it online at <http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Tuesday, September 3, 2024
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. INTRODUCTION OF STUDENTS AND SCOUTS

VI. PRESENTATIONS

- Constitution Week proclamation
- National Co-Responder and Crisis Responder Week proclamation

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on September 3. 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 – August 19, 2024
2. Consider approval of expenditure ordinance #3041

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2024-46 Public hearing to receive comments regarding the City exceeding the revenue neutral rate
Consider Resolution 2024-04 approving a tax rate of mill levy rate in excess of the revenue neutral rate for the 2025 budget year
Jason Hannaman

COU2024-47 Public hearing for the 2025 budget
Consider 2025 budget adoption
Jason Hannaman

COU2024-48 Consider approval of Superior Bowen contract for the 2024 UBAS program (UBAS2024)

XIV. **EXECUTIVE SESSION**

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

Short-term rental ban discussion
Alex Aggen / Nickie Lee

Council work session topic review

- Discuss council president appointment process
- Discuss cost of a new city hall

Dave Robinson

XVI. **ANNOUNCEMENTS**

XVII. **ADJOURNMENT**

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

CITY OF PRAIRIE VILLAGE

Proclamation

Constitution Week - September 17 – 23, 2024

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW THEREFORE, I, Eric Mikkelson, Mayor of the City of Prairie Village, formally designate the week of September 17 through 23 as **Constitution Week** in the City of Prairie Village, Kansas, and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 3rd day of September 2024.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

National Co-Responder and Crisis Responder Week September 15 – 21, 2024

WHEREAS, Prairie Village, Kansas, has continued to address the rising demand for mental health and substance use services; and

WHEREAS, mental health and substance use challenges can lead to homelessness, incarceration, and emergency room visits, which are more intrusive and costly for communities than earlier interventions and connection to behavioral health services; and

WHEREAS, Prairie Village, Kansas, has recognized the need for additional resources for individuals experiencing mental health crises and identified co-responders and police department training on crisis intervention, as an emerging, effective practice; and

WHEREAS, the Johnson County Mental Health Center's Co-Responder Program was established in 2011 to embed mental health clinicians with law enforcement agencies to respond collaboratively to individuals in crisis, provide the right intervention at the right time to avoid arrests, emergency room visits, and repeated 911 calls by connecting to appropriate resources; and

WHEREAS, today, the co-responder program has 20.5 co-responder positions at 15 partnerships with local law enforcement agencies, two of which are embedded with the Prairie Village Police Department;

NOW THEREFORE, I, Eric Mikkelson, Mayor of the City of Prairie Village, in recognition of their service to our community, the week of September 15th as National Co-Responder and Crisis Responder Week in the City of Prairie Village, Kansas.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
AUGUST 19, 2024**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 19, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following councilmembers in attendance: Cole Robinson, Terry O’Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Reddell and passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

Emily Randel with Climate Action KC provided a summary report of the group’s initiatives and the regional climate action plan.

PUBLIC PARTICIPATION

- Pam Justus, Ward 6, expressed concern about spending and the City budget
- Bill Copher, 7844 Tomahawk Road, provided information on homelessness
- Barbara Cantrell, 8236 Nall Avenue, shared her thoughts about the City’s financial contribution to the proposed homeless shelter in Lenexa

CONSENT AGENDA



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

1. Consider approval of regular City Council meeting minutes - July 15, 2024
2. Consider approval of regular City Council meeting minutes - August 5, 2024
3. Consider an ordinance approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event
4. Consider request for alcoholic beverage waiver for Harmon Park for the Prairie Village Jazz Festival
5. Consider approval of storm siren license agreement with Kansas City Christian School and purchase of a new outdoor warning siren system
6. Consider approval of 2025 Mission Hills contract and 2025 Mission Hills budget
7. Consider an ordinance approving a private outdoor event as a special event and authorizing the consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area at such event
8. Consider changes to CP001 - City Committees
9. Consider approval of the city-state agreement with the Kansas Department of Transportation for Windsor Park trail project (BG900005)
10. Consider approval of debris monitoring agreements with DebrisTech and TetraTech

Mr. Gallagher asked that item #8 be removed for further discussion.

Mr. Reddell made a motion to approve the consent agenda excluding item #8. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Gallagher. The motion passed 11-0.

Mr. Gallagher asked for further information about the proposed changes to the Arts Council's policies in CP001. Mr. Nelson said the changes more accurately reflected what the Arts Council was already doing and the group's philosophy on the arts.

Mr. Gallagher made a motion to approve the changes to CP001 - City Committees as presented. Mr. Cole Robinson seconded the motion, which passed 11-0.

COMMITTEE REPORTS

- Mr. Shelton said that the next Environmental Committee meeting would be held on August 28, at which a presentation would be given by a representative of the Green Building Council.
- Mr. Nelson noted that the Arts Council's "State of the Arts" opening reception would be held on September 11. He added that the council was focusing more on regional art and artists for exhibits.



PRAIRIE VILLAGE
KANSAS

- Mr. Dave Robinson stated that the City's annual JazzFest event would be held on September 7.
- Mr. Reddell said that he and Mr. Shelton would be holding a Ward 5 meeting on September 26 at the Meadowbrook clubhouse.

MAYOR'S REPORT

- The Mayor noted that he had attended the following events since the July 15 Council meeting:
 - A meeting with Johnson County mayors and county officials to discuss the proposed homeless shelter in Lenexa
 - A forum at the Claridge Court senior living center
 - Several meetings with individual residents and small groups
 - A Police National Night Out event on August 6 at the Village Shops
 - A retirement ceremony for police chaplain Aaron Roberts
 - A ribbon-cutting for the new location of NSPJ Architects
- The Mayor shared the following upcoming events:
 - The Shawnee Mission School District's annual kickoff event
 - A briefing with other regional leaders regarding the 2026 World Cup
- The Mayor also noted the following:
 - Longtime resident and former United States senate candidate Charles Schollenberger had recently passed away
 - The City's second quarter financial information had been released, and showed higher revenues and lower expenses than expected
- The Mayor also provided details about plans to remodel the vacant Macy's building at the Village Shops for a new grocery store.

STAFF REPORTS

- Mr. Bredehoeft stated that the work to resurface four pickleball courts to a tennis court at Windsor Park would begin the following week.

OLD BUSINESS

None.

NEW BUSINESS

COU2024-44

Consider approval of contract for purchase of the property at 7820 Mission Road

Mr. Aggen stated that earlier in the year, Mission Road Bible Church had listed its property for sale. The property could potentially be an option for a renovated municipal building or



as land adjacent to the municipal complex. If approved, a subsequent addendum for Clark and Enersen would be brought forward to begin a feasibility study to determine the condition of the building. The study would provide information to help determine the best use of the property or to terminate the contract based on findings. The City would have a 120 day due diligence period to conduct a feasibility study on the building, and the \$45,000 earnest money deposit would be refunded if the City opted not to proceed.

Mr. Aggen noted that the purchase price of the property was \$4.5 million, and that the contract included a lease-back to the church for up to 18 months.

Mr. Nelson made a motion to approve the contract to purchase the property at 7820 Mission Road. Ms. Selders seconded the motion.

Ms. Nguyen asked for details about the “parking lease” referenced in the contract. Mr. Aggen said that the church currently had a lease with other entities to use the parking lot. During the lease-back period, the church could continue allowing other entities to use the lot, but would also be responsible for maintaining it.

Mr. O’Toole said that he had spoken to residents and developers who stated that the \$4.5 million sales price was too high.

Mr. Gallagher asked if there were any covenants or agreements between the church and Consolidated Fire District #2, whose driveway went through the church property. Mr. Aggen stated the proposed contract did not reference the fire station driveway, but that there were options for how to address the situation if the City were to complete the purchase.

After further discussion, a roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nelson, Sharp, Nguyen, D. Robinson, Reddell; “nay”: O’Toole, Agniel, Shelton, Gallagher. The motion passed 7-4.

COU2024-45 Consider professional services supplemental No. 3 with Clark & Enersen for city hall improvements

Ms. Prenger said that Clark and Enersen was chosen by the city hall selection committee in August 2022 based on its work as the architect of record for the public works facility. The original agreement was executed at the September 6, 2022, council meeting in the amount of \$130,000, with supplemental no. 1 approved in the amount of \$360,000 at the August 21, 2023, council meeting for a total of \$490,000. Supplemental no. 2 included the design development phase, construction documents, bidding and construction administration totaling \$2,539,000. Supplemental no. 3 would raise the maximum fee to \$2,589,000 for the project and include the building site evaluation of 7820 Mission Road for \$50,000.



A feasibility study of the building would also be performed, to consider its condition, what updates or modifications would be required, and whether it could be used by the City. Ms. Prenger added that the study would include conversations with Consolidated Fire District #2 about the driveway that passed through the property.

Mr. Cole Robinson made a motion to approve the agreement as presented. Mr. Nelson seconded the motion. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Reddell, Gallagher; “nay”: Agniel. The motion passed 10-1.

Mr. Nelson made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Agniel and passed 11-0.

COUNCIL COMMITTEE OF THE WHOLE
Prairie Village community center location alternatives

Mr. Bredehoeft gave a presentation on the history of the project, three possible sites for the proposed community center building and library, and next steps. He noted that two statistically valid community surveys were completed in 2019 and 2023, along with two public meetings. A third public meeting would be held later in 2024.

Mr. O’Toole noted that the surveys were also sent to residents of surrounding communities, such as Overland Park and Kansas City, Mo., and as such, many of the responders were not taxpayers in the City. Mayor Mikkelson stated that customers from other communities would be needed for the community center to be successful. He added that support from Prairie Village residents specifically for the community center was also positive.

Mr. Bredehoeft said that the location adjacent to the City pool complex, known as “Option B” or the “north site” was the location preferred by the public, YMCA staff and City staff. This location would allow for close proximity of the community center, library and pools, and for the existing YMCA and library to remain open during construction. Challenges would include the displacement of the tennis courts and impacts to both pool and Shawnee Mission East High School parking.

In total, the estimated cost of the project was expected to exceed \$55,000,000. That amount would be offset by a capital contribution by the YMCA, the amount of which was still yet to be determined. Next steps would include final conceptual designs for the preferred location, a third public meeting, and a mail-in ballot to residents to fund the project, potentially in the first quarter of 2025.



Mr. Reddell noted that several nearby community centers were struggling financially, and made a motion to recommend to the City Council that there be no further discussion or consideration of a community center. Ms. Sharp seconded the motion.

Mayor Mikkelson, Mr. Cole Robinson, and Mr. Shelton noted their support for continuing with the process and giving residents the opportunity to make the final determination through a public vote.

Ms. Sharp stated that another statistically valid survey of residents completed by The Sentinel publication had shown that residents did not support a community center.

After further discussion, the motion failed 7-4, with Mr. O'Toole, Ms. Sharp, Mr. Agniel and Mr. Reddell in support.

Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Reddell and passed 11-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:49 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

September 3, 2024

Copy of Ordinance
3041

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.

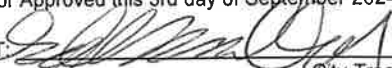
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
31061	7/2/2024	94.02	
31062-31144	7/5/2024	1,877,735.31	
31145	7/9/2024	300.00	
31146-31156	7/12/2024	41,467.34	
31157-31230	7/19/2024	726,120.75	
31231-31249	7/26/2024	308,708.10	
Payroll Expenditures			
7/12/2024		548,227.23	
7/26/2024		532,272.06	
Electronic Payments			
Electronic Pmnts	7/1/2024	7,779.88	
	7/2/2024	5,053.27	
	7/5/2024	4,357.97	
	7/11/2024	8,337.61	
	7/22/2024	2,154.42	
	7/29/2024	36,362.14	
	7/30/2024	20.00	
TOTAL EXPENDITURES:			4,098,990.10
VOIDED CHECKS			
Voided Checks	Check #	(Amount)	
Electronic Technology Inc.	31234	(116,230.34)	
TOTAL VOIDED CHECKS:			(116,230.34)
GRAND TOTAL CLAIMS ORDINANCE			3,982,759.76

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

Passed this 3rd day of September 2024.

Signed or Approved this 3rd day of September 2024.

ATTEST: 
City Treasurer

ATTEST: 
Finance Director

Payroll Date:	7/12/2024
Total Amount ADP Debited From PV Accounts	\$ 455,880.80
M,N-(K) KPERS Employer	\$ 24,513.45
(K) KPERS Employee	\$ 14,335.36
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 172.59
M,N-(L) 457ER Employer	\$ 22,611.97
(L) DC457 Employee Contribution	\$ 15,524.88
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,392.95
(P) POLPEN Police Pension Employee	\$ 5,382.49
	<u>\$ 548,227.23</u>

Payroll Date:	7/26/2024
Total Amount ADP Debited From PV Accounts	\$ 443,143.65
M,N-(K) KPERS Employer	\$ 22,750.24
(K) KPERS Employee	\$ 13,304.20
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 172.59
M,N-(L) 457ER Employer	\$ 23,001.58
(L) DC457 Employee Contribution	\$ 14,247.14
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 8,568.82
(P) POLPEN Police Pension Employee	\$ 5,671.10
	<u>\$ 532,272.06</u>

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

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

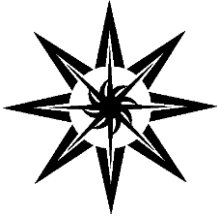
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	945	UMB Bank ACH	07/01/2024	0.00	730.44
ACH	1248	Bluefin Payment Systems	07/01/2024	0.00	61.90
ACH	841	Elavon	07/01/2024	0.00	101.75
ACH	841	Elavon	07/01/2024	0.00	4,859.02
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	07/01/2024	0.00	2,026.77
Total for 7/1/2024:				0.00	7,779.88
ACH	9	Evergy - KCPL - ACH	07/02/2024	0.00	5,053.27
Total for 7/2/2024:				0.00	5,053.27
31061	3841	Skyler Hardy	07/03/2024	0.00	94.02
Total for 7/3/2024:				0.00	94.02
ACH	9	Evergy - KCPL - ACH	07/05/2024	0.00	4,357.97
31062	2579	451 Degree Protection Inc	07/05/2024	0.00	190.50
31063	78	Affinis Corp	07/05/2024	0.00	19,931.54
31064	3257	All Inclusive Rec LLC	07/05/2024	0.00	687,644.32
31065	2629	Lauren Allen	07/05/2024	0.00	500.00
31066	3205	American Messaging Services LLC	07/05/2024	0.00	20.52
31067	463	ASC Pumping Equipment Inc	07/05/2024	0.00	6,380.00
31068	2390	BBN Architects Inc	07/05/2024	0.00	17,732.50
31069	3706	Berkebile Nelson Immenschuh McDowell i	07/05/2024	0.00	2,000.00
31070	156	Blue Cross Blue Shield of Kansas City	07/05/2024	0.00	138,200.98
31071	2311	Boelte-Hall LLC	07/05/2024	0.00	4,508.37
31072	101	C&R Johnson County Key Service	07/05/2024	0.00	404.25
31073	3659	Travis Carson	07/05/2024	0.00	70.57
31074	790	Cellco Partnership	07/05/2024	0.00	328.72
31075	3110	City Wide Maintenance Company Inc	07/05/2024	0.00	12,000.00
31076	3370	Combes Construction LLC	07/05/2024	0.00	463,142.90
31077	3511	Nora Cooper	07/05/2024	0.00	2,520.00
31078	874	Tracy Barrett Cooper	07/05/2024	0.00	2,800.00
31079	2024	Custom Lighting Services LLC	07/05/2024	0.00	6,667.18
31080	2007	Michelle DeCicco	07/05/2024	0.00	1,575.00
31081	158	Delta Dental of Kansas	07/05/2024	0.00	6,569.14
31082	245	Easy Ice LLC	07/05/2024	0.00	245.25
31083	256	Electronic Technology Inc	07/05/2024	0.00	19,626.83
31084	2898	Evergy - KCPL	07/05/2024	0.00	384.92
31085	88	First Call	07/05/2024	0.00	308.40
31086	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	07/05/2024	0.00	675.00
31087	268	George Butler Associates Inc	07/05/2024	0.00	3,468.00
31088	3781	Frank P. Gilman, PA	07/05/2024	0.00	1,366.00
31089	3569	Heartland Traffic Services Inc	07/05/2024	0.00	1,200.00
31090	3417	Beth Held	07/05/2024	0.00	24.37
31091	342	Holliday Sand & Gravel	07/05/2024	0.00	148.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31092	2899	HUB International Midwest Limited	07/05/2024	0.00	46.00
31093	1939	In And Out Painting LLC	07/05/2024	0.00	16,044.53
31094	2316	Integrity Locating Services LLC	07/05/2024	0.00	6,294.20
31095	3472	J Webb Inc	07/05/2024	0.00	47.50
31096	3384	Johnson County Parks & Recreation Distric	07/05/2024	0.00	690.00
31097	3732	K&M Office Products Inc	07/05/2024	0.00	1,410.40
31098	1847	K&W Underground Inc	07/05/2024	0.00	8,151.40
31099	3570	Kansas CareNow Urgent care	07/05/2024	0.00	215.00
31100	41	Kansas Gas Service	07/05/2024	0.00	38.63
31101	2335	Kansas One-Call System Inc	07/05/2024	0.00	602.40
31102	147	Kansas State Treasurer	07/05/2024	0.00	9,720.45
31103	1168	Kaw Valley Engineering Inc	07/05/2024	0.00	2,372.50
31104	258	Key Equipment & Supply Co	07/05/2024	0.00	4,405.19
31105	3506	Kimley-Horn and Associates Inc	07/05/2024	0.00	4,867.50
31106	21	KU Midwest Occupational Health	07/05/2024	0.00	308.00
31107	213	Legal Record	07/05/2024	0.00	13.26
31108	92	Lexington Plumbing and Heating Company	07/05/2024	0.00	786.00
31109	1608	Lightning Grand Services Inc	07/05/2024	0.00	144.00
31110	3302	Linde Gas & Equipment inc	07/05/2024	0.00	82.75
31111	2994	Stuart J Little	07/05/2024	0.00	3,125.00
31112	2958	Midwest Shredding Service LLC	07/05/2024	0.00	100.00
31113	3839	Wanda Minor	07/05/2024	0.00	398.20
31114	814	NGLIC National Guardian Life Insurance C	07/05/2024	0.00	870.02
31115	2072	Olsson Associates	07/05/2024	0.00	1,243.94
31116	369	Overland Park Garden Center Inc	07/05/2024	0.00	2,779.13
31117	2141	Pre-Paid Legal Services Inc	07/05/2024	0.00	417.65
31118	2744	Pro Circuit Inc	07/05/2024	0.00	2,876.77
31119	3545	Quality Plumbing Inc	07/05/2024	0.00	1,562.46
31120	3840	Michael Saysoff	07/05/2024	0.00	269.00
31121	2667	SiteOne Landscape Supply Holding LLC	07/05/2024	0.00	489.03
31122	2945	Smith Brothers Tree Service LLC	07/05/2024	0.00	267.66
31123	3591	Sherri Solis	07/05/2024	0.00	588.52
31124	3798	Standard Insurance Company-Div 0003	07/05/2024	0.00	4,038.81
31125	3254	Staples Inc	07/05/2024	0.00	113.21
31126	1433	Sturgis Materials Inc	07/05/2024	0.00	185.46
31127	374	Suburban Lawn & Garden Inc	07/05/2024	0.00	144.97
31128	2246	Superior Bowen Asphalt Company LLC	07/05/2024	0.00	242,170.08
31129	439	Sysco of Kansas City	07/05/2024	0.00	4,234.07
31130	3805	Margaret Thomas	07/05/2024	0.00	1,000.00
31131	438	Thomas M Finholm Jr	07/05/2024	0.00	662.40
31132	3838	Debra Tidmore	07/05/2024	0.00	58.00
31133	2240	Karen L Torline	07/05/2024	0.00	1,500.00
31134	919	Tyler Technologies Inc	07/05/2024	0.00	1,102.50
31135	950	UMB Bank-Trust Fees Dept	07/05/2024	0.00	32,283.27
31136	2047	United Rentals (North America) Inc	07/05/2024	0.00	412.00
31137	2820	V F Anderson Builders LLC	07/05/2024	0.00	91,718.91
31138	1042	Verizon Wireless	07/05/2024	0.00	960.24
31139	111	WaterOne	07/05/2024	0.00	184.08
31140	836	Weather Or Not	07/05/2024	0.00	595.00
31141	368	WEI H2O Kansas LLC	07/05/2024	0.00	3,628.20
31142	99	Work Zone Inc	07/05/2024	0.00	648.40
31143	2722	World Fuel Services Inc	07/05/2024	0.00	20,134.34
31144	269	WW Grainger Inc	07/05/2024	0.00	101.02
Total for 7/5/2024:				0.00	1,882,093.28
31145	3401	Suzanne McCullough	07/09/2024	0.00	300.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
			Total for 7/9/2024:	0.00	300.00
ACH	311	ADP Electronic Debit	07/11/2024	0.00	8,312.64
ACH	945	UMB Bank ACH	07/11/2024	0.00	24.97
			Total for 7/11/2024:	0.00	8,337.61
31146	245	Easy Ice LLC	07/12/2024	0.00	75.21
31147	2666	Fiber Platform LLC	07/12/2024	0.00	700.00
31148	3806	Sean Gordon	07/12/2024	0.00	15,310.00
31149	41	Kansas Gas Service	07/12/2024	0.00	343.93
31150	3760	Lauber And Associates Municipal Law LLC	07/12/2024	0.00	2,990.00
31151	375	League of Kansas Municipalities	07/12/2024	0.00	131.61
31152	3168	Music Supply Inc	07/12/2024	0.00	1,028.00
31153	439	Sysco of Kansas City	07/12/2024	0.00	3,857.39
31154	438	Thomas M Finholm Jr	07/12/2024	0.00	662.40
31155	1740	Time Warner Cable	07/12/2024	0.00	287.32
31156	111	WaterOne	07/12/2024	0.00	16,081.48
			Total for 7/12/2024:	0.00	41,467.34
31157	2392	Allegiant Networks LLC	07/19/2024	0.00	2,198.63
31158	2330	Allied Services LLC	07/19/2024	0.00	1,179.00
31159	534	Arbor Masters Tree & Landscape	07/19/2024	0.00	4,975.00
31160	3850	Thomas Arnhold	07/19/2024	0.00	173.43
31161	3645	Benson Method	07/19/2024	0.00	618.75
31162	3089	Bob Allen Ford Inc	07/19/2024	0.00	486.79
31163	101	C&R Johnson County Key Service	07/19/2024	0.00	592.00
31164	964	Central Power Systems & Services Inc	07/19/2024	0.00	939.11
31165	3110	City Wide Maintenance Company Inc	07/19/2024	0.00	488.67
31166	3439	CivicPlus LLC	07/19/2024	0.00	7,451.74
31167	3511	Nora Cooper	07/19/2024	0.00	2,520.00
31168	3674	Cumberford Co LLC	07/19/2024	0.00	103.00
31169	3210	Evan Curl	07/19/2024	0.00	2,500.00
31170	3842	Michael Donaldson	07/19/2024	0.00	2,404.75
31171	2960	EE Reimbursement	07/19/2024	0.00	75.00
31172	3668	EE Reimbursement	07/19/2024	0.00	252.50
31173	664	EE Reimbursement	07/19/2024	0.00	16.00
31174	256	Electronic Technology Inc	07/19/2024	0.00	13,235.70
31175	3847	Elite Exercise Equipment LLC	07/19/2024	0.00	185.00
31176	2980	Enterprise FM Trust	07/19/2024	0.00	16,404.69
31177	3070	Megan Felling	07/19/2024	0.00	1,115.00
31178	88	First Call	07/19/2024	0.00	166.67
31179	1253	Foley Industries Inc	07/19/2024	0.00	1,842.80
31180	2112	Forensic Psychology Associates Inc	07/19/2024	0.00	600.00
31181	3849	Jessica Frieze	07/19/2024	0.00	247.76
31182	3781	Frank P. Gilman, PA	07/19/2024	0.00	1,366.00
31183	944	Gilmore & Bell PC	07/19/2024	0.00	1,500.00
31184	1898	Global Retail Investors LLC	07/19/2024	0.00	225,000.00
31185	1899	Global Retail Investors LLC	07/19/2024	0.00	220,000.00
31186	86	Goodyear Auto Service Center	07/19/2024	0.00	1,616.00
31187	1381	Great Plains Soc Prevention of Cruelty Anni	07/19/2024	0.00	3,150.00
31188	384	GT Distributors	07/19/2024	0.00	741.53
31189	3111	Teresa Hannon	07/19/2024	0.00	250.25
31190	3632	Holmes Murphy and Associates	07/19/2024	0.00	11,250.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31191	3763	Hunter Law Group, P.A.	07/19/2024	0.00	9,625.00
31192	2726	Infrastructure Solutions LLC	07/19/2024	0.00	19,674.00
31193	3325	Insight Mobile Data Inc	07/19/2024	0.00	239.70
31194	2723	Insight Public Sector Inc	07/19/2024	0.00	50,547.25
31195	3732	K&M Office Products Inc	07/19/2024	0.00	1,119.90
31196	205	Lawson Products	07/19/2024	0.00	767.04
31197	92	Lexington Plumbing and Heating Company	07/19/2024	0.00	205.00
31198	1608	Lightning Grand Services Inc	07/19/2024	0.00	72.00
31199	3848	M Gene Lindsey III	07/19/2024	0.00	800.00
31200	1892	MECKC	07/19/2024	0.00	660.00
31201	2196	Alan B Mestdagh	07/19/2024	0.00	9,336.84
31202	2039	MJV-A LLC	07/19/2024	0.00	39.00
31203	3844	Heather Noble	07/19/2024	0.00	2,175.00
31204	3851	Becca O'Brien	07/19/2024	0.00	2,500.00
31205	100	O'Dell Service Company Inc	07/19/2024	0.00	7,415.39
31206	25	Office Depot	07/19/2024	0.00	188.54
31207	2071	Optiv Security Inc	07/19/2024	0.00	1,556.25
31208	27	Overland Park City Of Attn: Finance	07/19/2024	0.00	15,899.47
31209	369	Overland Park Garden Center Inc	07/19/2024	0.00	1,911.97
31210	277	PB Hoidale Co Inc	07/19/2024	0.00	235.00
31211	190	Pitney Bowes Lease	07/19/2024	0.00	107.88
31212	2141	Pre-Paid Legal Services Inc	07/19/2024	0.00	417.65
31213	3545	Quality Plumbing Inc	07/19/2024	0.00	2,048.04
31214	2638	Rolling Acres Memorial Gardens for Pets In	07/19/2024	0.00	133.00
31215	3846	Anna Rous	07/19/2024	0.00	1,050.00
31216	73	SBCO	07/19/2024	0.00	1,391.50
31217	2667	SiteOne Landscape Supply Holding LLC	07/19/2024	0.00	529.50
31218	2565	Snap-On Inc	07/19/2024	0.00	53.95
31219	160	Standard Insurance Company-Div 0001 Lis	07/19/2024	0.00	2,752.36
31220	374	Suburban Lawn & Garden Inc	07/19/2024	0.00	1,731.75
31221	279	Sunflower Equipment LLC	07/19/2024	0.00	801.35
31222	94	Teague Electric	07/19/2024	0.00	335.00
31223	3512	TLDB Inc	07/19/2024	0.00	231.00
31224	3495	T-Mobile USA, Inc	07/19/2024	0.00	200.00
31225	3138	Traffic Control Services Inc	07/19/2024	0.00	21,214.80
31226	2568	TREKK Design Group LLC	07/19/2024	0.00	30,979.91
31227	3103	TWAS Topco LP	07/19/2024	0.00	328.00
31228	304	Vance Brothers	07/19/2024	0.00	199.00
31229	1042	Verizon Wireless	07/19/2024	0.00	2,563.79
31230	368	WEI H2O Kansas LLC	07/19/2024	0.00	8,439.15
				Total for 7/19/2024:	726,120.75
ACH	310	Kansas Department of Revenue - "online pa	07/22/2024	0.00	2,154.42
				Total for 7/22/2024:	2,154.42
31231	2330	Allied Services LLC	07/26/2024	0.00	152,921.92
31232	790	Cellco Partnership	07/26/2024	0.00	328.84
31233	1118	EE Reimbursement	07/26/2024	0.00	16.00
31234	256	Electronic Technology Inc	07/26/2024	VOID	116,230.34
31235	3852	Franzke String Instruments	07/26/2024	0.00	50.00
31236	384	GT Distributors	07/26/2024	0.00	370.86
31237	150	Hy-Vee	07/26/2024	0.00	86.06
31238	511	Johnson County Mental Health Center	07/26/2024	0.00	22,148.09
31239	84	Johnson County Wastewater	07/26/2024	0.00	4,594.31
31240	1805	JD Kinney	07/26/2024	0.00	38.98

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
31241	375	League of Kansas Municipalities	07/26/2024	0.00	25.00
31242	213	Legal Record	07/26/2024	0.00	69.52
31243	896	Moss Printing	07/26/2024	0.00	429.00
31244	25	Office Depot	07/26/2024	0.00	171.34
31245	1007	Rejis Commission	07/26/2024	0.00	1,398.07
31246	73	SBCO	07/26/2024	0.00	664.75
31247	3212	Jeanne Slaughter	07/26/2024	0.00	1,883.99
31248	172	Sumner One	07/26/2024	0.00	1,463.17
31249	439	Sysco of Kansas City	07/26/2024	0.00	5,817.86
Total for 7/26/2024:				116,230.34	192,477.76
ACH	945	UMB Bank ACH	07/29/2024	0.00	36,362.14
Total for 7/29/2024:				0.00	36,362.14
ACH	945	UMB Bank ACH	07/30/2024	0.00	20.00
Total for 7/30/2024:				0.00	20.00
Report Total (201 checks):				116,230.34	2,902,260.47



ADMINISTRATION

Council Meeting Date: September 3, 2024

PUBLIC HEARINGS - Revenue Neutral Rate and 2025 Budget Hearing

RECOMMENDATION

The City Council hold the Revenue Neutral Rate Hearing and 2025 Budget Hearing.

BACKGROUND

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

The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the 2025 revenue neutral rate would be 17.365 mills. Since the recommended budget requires 18.325 mills, a public hearing is required. Notice of intent to exceed the revenue neutral rate was provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th.

The budget must be certified to the County Clerk by October 1st if exceeding the Revenue Neutral Rate. The preliminary 2025 budget was recommended for approval by City Council on June 17, 2024, and Council approved a resolution of intent to exceed the Revenue Neutral Rate on July 15, 2024. The attached hearing notice was published in The Legal Record on Tuesday, July 22, 2024, per state statute guidelines.

Following the Revenue Neutral Rate and Budget hearings, the Council must approve a resolution to exceed the Revenue Neutral Rate prior to adopting the 2025 budget. These actions will also occur on the September 3 agenda.

The total mill levy for 2025 is 18.325 mills, which holds the levy flat for the second year in a row after a one-mill reduction for the 2023 budget year. Complete budget information can be found on the [City's website](#).

ATTACHMENTS:

- 2025 Revenue Neutral Rate and Public Hearing Notice
 - State Budget Forms
-

Prepared By:

Jason Hannaman, Finance Director

Date: August 23, 2024

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of
City of Prairie Village

will meet on September 3, 2024 at 6:00 p.m. at 7700 Mission Road for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax, and the Revenue Neutral Rate. Detailed budget information is available at Prairie Village Municipal Office, 7700 Mission Road and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	27,851,683	18.309	30,802,720	18.325	39,111,599	12,372,289	18.325
Debt Service	1,048,000		1,160,525		1,762,451		
Library							
Special Highway	619,880		603,260		902,168		
Solid Waste Management	2,036,937		2,138,632		2,463,924		
Stormwater Utility	1,600,000		1,650,000		2,156,220		
Special Parks	157,091		276,913		297,623		
Special Alcohol	207,567		213,696		375,453		
CID-Corinth	696,043		781,020		810,462		
CID-PV Shops	730,365		900,000		638,713		
Transient Guest Tax	499,457		354,100		599,809		
Non-Budgeted Funds-A	13,767,807						
Non-Budgeted Funds-B	4,324,445						
Totals	53,539,277	18.309	38,880,872	18.325	49,118,422	12,372,289	18.325
							<i>Revenue Neutral Rate**</i>
							<i>17.365</i>

Less: Transfers	10,160,200	11,431,228	10,821,179
Net Expenditure	43,379,077	27,449,644	38,297,243
Total Tax Levied	10,190,200	11,724,183	xxxxxxxxxxxxxxxxxxxxxxx
Assessed Valuation	552,760,385	639,791,153	675,159,000
Outstanding Indebtedness, January 1,			
<u>2022</u>		<u>2023</u>	<u>2024</u>
G.O. Bonds	10,830,000	10,170,000	9,490,000
Revenue Bonds	21,753,244	0	0
Other	18,040,000	16,545,000	14,345,000
Lease Purchase Principal	0	0	0
Total	50,623,244	26,715,000	23,835,000

*Tax rates are expressed in mills
** Revenue Neutral Rate as defined by KSA 79-2988

City of Prairie Village
Official Title: The governing body of

CERTIFICATE
 To the Clerk of Johnson County, State of Kansas

We, the undersigned, officers of
City of Prairie Village

- certify that: (1) the hearing mentioned in the attached publication was held;
 (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditures for the various funds for the year 2025; and
 (3) the Amount(s) of 2024 Ad Valorem Tax are within statutory limitations.

			2025 Adopted Budget		
		Page No.	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:					
Allocation of MVT, RVT, and 16/20M Vehicle Tax		2			
Schedule of Transfers		3			
Statement of Indebtedness		4			
Statement of Lease-Purchases		5			
Fund	K.S.A.				
General	12-101a	6	39,111,599	12,372,289	
Debt Service	10-113		1,762,451		
Library	12-1220				
Special Highway			902,168		
Solid Waste Management			2,463,924		
Stormwater Utility			2,156,220		
Special Parks			297,623		
Special Alcohol			375,453		
CID-Corinth			810,462		
CID-PV Shops			638,713		
Transient Guest Tax			599,809		
Non-Budgeted Funds-A					
Non-Budgeted Funds-B					
Totals	xxxxxxx		49,118,422	12,372,289	
Budget Hearing Notice					County Clerk's Use Only
Combined Rate and Budget Hearing Notice					
RNR Hearing Notice					
Neighborhood Revitalization					Nov 1, 2024 Total Assessed Valuation

Revenue Neutral Rate	17.365
----------------------	--------

Assisted by: _____

Address: _____

Email: _____

Attest: _____, 2024

 County Clerk

Governing Body

CPA Summary

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

Budgeted Funds for 2024	Ad Valorem Levy Tax Year 2023	Allocation for Year 2025				
		MVT	RVT	16/20M Veh	Comm Veh	Watercraft
General	11,724,185	827,807	2,103	370	1,306	0
Debt Service						
Library						
TOTAL	11,724,185	827,807	2,103	370	1,306	0

County Treas Motor Vehicle Estimate	827,807				
County Treas Recreational Vehicle Estimate		2,103			
County Treas 16/20M Vehicle Estimate			370		
County Treas Commercial Vehicle Tax Estimate				1,306	
County Treas Watercraft Tax Estimate					0

Motor Vehicle Factor	0.07061				
Recreational Vehicle Factor		0.00018			
16/20M Vehicle Factor			0.00003		
Commercial Vehicle Factor				0.00011	
Watercraft Factor					0.00000

STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2024	Date Due		Amount Due 2024		Amount Due 2025	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Series 2019 Public Works Facility	12/19/2019	9/1/2049	3% -4.5%	9,890,000	9,490,000	March & Sep	Sept	344,525	215,000	334,850	225,000
Total G.O. Bonds					9,490,000			344,525	215,000	334,850	225,000
Revenue Bonds:											
Total Revenue Bonds					0			0	0	0	0
Other:											
Series 2021 Bonds (TIF)	12/9/2021	1/1/2036	875%-3.125	18,040,000	14,345,000						
Note: The Series 2021 Bonds are special, limited obligations of the City payable solely out of incremental tax revenues pursuant to the Bond Trust Indenture dated as of November 2021, relating to the Series 2021 Bonds. The City is under no obligation to levy any form of taxation or make any appropriation for the payment of the Series 2021 Bonds.											
Total Other					14,345,000			0	0	0	0
Total Indebtedness					23,835,000			344,525	215,000	334,850	225,000

STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION*

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1, 2024	Payments Due 2024	Payments Due 2025
Totals					0	0	0

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

City of Prairie Village

FUND PAGE - GENERAL

Adopted Budget General	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Resources Available:	39,169,399	40,502,434	26,739,310
Expenditures:			
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
Sub-Total detail page	0	0	0
Administration	2,902,701	3,611,076	3,774,942
Public Works	7,148,538	7,223,938	7,482,346
Police Department	8,280,817	8,729,203	9,555,263
Municipal Justice	606,012	670,708	702,496
Community Development	833,923	929,176	960,610
Parks & Community Programs	881,465	927,569	1,048,876
Transfer to Bond & Interest Fund	1,048,000	1,160,525	1,709,850
Transfer to Capital Projects Fund	5,284,229	6,684,530	5,455,000
Transfer to Risk Management Fund	0	0	0
Transfer to Equipment Reserve	600,000	600,000	550,000
Transfer to Economic Development	266,000	266,000	266,000
Cash Forward (2025 column)			7,106,216
Miscellaneous			500,000
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	27,851,685	30,802,726	39,111,599
Unencumbered Cash Balance Dec 31	11,317,714	9,699,708	xxxxxxxxxxxxxxxxxxxxxxxxxx
2023/2024/2025 Budget Authority Amount:	33,858,276	38,258,644	39,111,599
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	39,111,599
		Tax Required	12,372,289
	Delinquent Comp Rate: 0.0%		0
	Amount of 2024 Ad Valorem Tax		12,372,289

CPA Summary

City of Prairie Village

2025

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year	Current Year	Proposed Budget
Debt Service	Actual for 2023	Estimate for 2024	Year for 2025
Unencumbered Cash Balance Jan 1	35,836	40,385	50,385
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Transfer from General Fund	1,048,000	1,160,525	1,709,850
Interest on Idle Funds	4,549	10,000	2,216
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,052,549	1,170,525	1,712,066
Resources Available:	1,088,385	1,210,910	1,762,451
Expenditures:			
Principal & Interest	1,048,000	559,525	1,709,850
Infrastructure		601,000	0
Cash Basis Reserve (2025 column)			52,601
Miscellaneous			
Does miscellanous exceed 10% of Total Exp			
Total Expenditures	1,048,000	1,160,525	1,762,451
Unencumbered Cash Balance Dec 31	40,385	50,385	XXXXXXXXXXXXXXXXXXXX
2023/2024/2025 Budget Authority Amount:	1,084,318	1,749,147	1,762,451
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	1,762,451
		Tax Required	0
Delinquent Comp Rate:		0.0%	0
		Amount of 2024 Ad Valorem Tax	0

Adopted Budget	Prior Year	Current Year	Proposed Budget
Library	Actual for 2023	Estimate for 2024	Year for 2025
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Ad Valorem Tax		0	XXXXXXXXXXXXXXXXXXXX
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Exp			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	XXXXXXXXXXXXXXXXXXXX
2023/2024/2025 Budget Authority Amount:	0	0	0
		Non-Appropriated Balance	
		Total Expenditure/Non-Appr Balance	0
		Tax Required	0
Delinquent Comp Rate:		0.0%	0
		Amount of 2024 Ad Valorem Tax	0

CPA Summary

City of Prairie Village

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	236,856	263,166	283,676
Receipts:			
State of Kansas Gas Tax	613,192	603,770	603,260
County Transfers Gas		0	0
Interest on Idle Funds	32,998	20,000	15,232
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	646,190	623,770	618,492
Resources Available:	883,046	886,936	902,168
Expenditures:			
Transfer to Capital Projects Fund	619,880	603,260	600,000
Cash Forward (2025 column)			302,168
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	619,880	603,260	902,168
Unencumbered Cash Balance Dec 31	263,166	283,676	0
2023/2024/2025 Budget Authority Amount:	814,830	847,897	902,168

Adopted Budget

Solid Waste Management	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	226,138	313,075	302,861
Receipts:			
Licenses & Permits	2,725	2,000	2,000
Charges for Services	2,072,731	2,073,852	2,113,063
Misc.	0	0	1,000
Interest on Idle Funds	48,418	52,566	45,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	2,123,874	2,128,418	2,161,063
Resources Available:	2,350,012	2,441,493	2,463,924
Expenditures:			
Solid Waste & Recycle Collection	1,991,224	2,095,840	2,137,497
Personnel Services	45,713	41,792	51,658
Commodities		1,000	1,000
Cash Forward (2025 column)			273,769
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	2,036,937	2,138,632	2,463,924
Unencumbered Cash Balance Dec 31	313,075	302,861	0
2023/2024/2025 Budget Authority Amount:	2,318,803	2,374,838	2,463,924

CPA Summary

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City of Prairie Village

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Stormwater Utility	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	341,180	451,875	489,187
Receipts:			
Licenses & Permits	9,393	10,000	5,000
Charges for Services	1,634,451	1,637,312	1,637,312
Interest on Idle Funds	66,851	40,000	24,721
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	1,710,695	1,687,312	1,667,033
Resources Available:	2,051,875	2,139,187	2,156,220
Expenditures:			
Transfer to General Fund	600,000	600,000	600,000
Transfer to Capital Projects Fund	1,000,000	1,050,000	1,050,000
Transfer to Bond & Interest Fund			
Cash Forward (2025 column)			506,220
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	1,600,000	1,650,000	2,156,220
Unencumbered Cash Balance Dec 31	451,875	489,187	0
2023/2024/2025 Budget Authority Amount:	2,012,543	2,073,877	2,156,220

Adopted Budget

Adopted Budget Special Parks	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	71,393	130,128	76,067
Receipts:			
Liquor Tax	208,944	217,852	219,262
Interest on Idle Funds	6,882	5,000	2,294
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	215,826	222,852	221,556
Resources Available:	287,219	352,980	297,623
Expenditures:			
Transfer to Capital Projects Fund	157,091	276,913	290,329
Cash Forward (2025 column)			7,294
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	157,091	276,913	297,623
Unencumbered Cash Balance Dec 31	130,128	76,067	0
2023/2024/2025 Budget Authority Amount:	157,091	276,913	297,623

CPA Summary

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City of Prairie Village

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Alcohol	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	23,988	94,447	128,603
Receipts:			
Liquor Tax	208,944	217,852	219,262
Revenue Contingency	62,285	25,000	25,000
Interest on Idle Funds	6,797	5,000	2,588
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	278,026	247,852	246,850
Resources Available:	302,014	342,299	375,453
Expenditures:			
Public Safety	126,840	138,798	163,079
Alcohol Programs	80,727	74,898	115,618
Cash Forward (2025 column)			96,756
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	207,567	213,696	375,453
Unencumbered Cash Balance Dec 31	94,447	128,603	0
2023/2024/2025 Budget Authority Amount:	225,587	308,662	375,453

Adopted Budget

	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
CID-Corinth			
Unencumbered Cash Balance Jan 1	231,024	237,741	123,717
Receipts:			
Sales Tax	686,934	660,000	680,000
Interest on Idle Funds	15,826	6,996	6,745
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	702,760	666,996	686,745
Resources Available:	933,784	904,737	810,462
Expenditures:			
Urban Planning & Management	696,043	781,020	810,462
Cash Forward (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	696,043	781,020	810,462
Unencumbered Cash Balance Dec 31	237,741	123,717	0
2023/2024/2025 Budget Authority Amount:	825,866	781,020	810,462

CPA Summary

City of Prairie Village

2025

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget CID-PV Shops	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Unencumbered Cash Balance Jan 1	450,261	351,682	42,027
Receipts:			
Sales Tax	604,809	575,000	585,000
Interest on Idle Funds	26,977	15,345	11,686
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	631,786	590,345	596,686
Resources Available:	1,082,047	942,027	638,713
Expenditures:			
Urban Planning & Management	730,365	900,000	638,713
Cash Forward (2025 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	730,365	900,000	638,713
Unencumbered Cash Balance Dec 31	351,682	42,027	0
2023/2024/2025 Budget Authority Amount:	857,259	940,606	638,713

Adopted Budget

	Prior Year Actual for 2023	Current Year Estimate for 2024	Proposed Budget Year for 2025
Transient Guest Tax			
Unencumbered Cash Balance Jan 1	372,438	233,368	239,268
Receipts:			
Transient Guest Tax	336,999	350,000	350,000
Interest on Idle Funds	23,388	10,000	10,541
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	360,387	360,000	360,541
Resources Available:	732,825	593,368	599,809
Expenditures:			
Urban Planning & Management	134,457	164,100	171,500
Transfer to Capital Projects	365,000	190,000	300,000
Cash Forward (2025 column)			128,309
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	499,457	354,100	599,809
Unencumbered Cash Balance Dec 31	233,368	239,268	0
2023/2024/2025 Budget Authority Amount:	559,301	416,394	599,809

CPA Summary

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NON-BUDGETED FUNDS (A)
(Only the actual budget year for 2023 is reported)

2025

Non-Budgeted Funds-A

(1) Fund Name: (2) Fund Name: (3) Fund Name: (4) Fund Name: (5) Fund Name:

Capital Projects		Risk Management Reserve		Economic Development		Equipment Reserve		Grants		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Jan 1	8,543,239	Cash Balance Jan 1	248,377	Cash Balance Jan 1	222,208	Cash Balance Jan 1	564,818	Cash Balance Jan 1	544,542	10,123,184
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Intergovernmental	851,187	Transfer from General Fund		Interest on Idle Funds	10,245	Trans fr General Fund	600,000	Intergovernmental		
Trans fr General Fund	5,284,229	Interest on Idle	11,968	Transfer from General Fu	266,000	Interest on Idle Funds	47,782			
Trans fr Spec Highway	619,880	Miscellaneous	7,640							
Trans fr Spec Park	157,091									
Trans fr Stormwater	1,000,000									
Trans fr Eco Devo	220,000									
Trans fr TGT	365,000									
Interest / Misc	61,556									
Total Receipts	8,558,943	Total Receipts	19608	Total Receipts	276245	Total Receipts	647782	Total Receipts	0	9,502,578
Resources Available:	17,102,182	Resources Available:	267,985	Resources Available:	498,453	Resources Available:	1,212,600	Resources Available:	544,542	19,625,762
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Infrastructure	13,129,083	Insurance Deductibles	6,674	Community Develop	163,727	Equipment Purchases	248,323	Community Develop		
				Trans to Cap Proj	220,000					
Total Expenditures	13,129,083	Total Expenditures	6,674	Total Expenditures	383,727	Total Expenditures	248,323	Total Expenditures	0	13,767,807
Cash Balance Dec 31	3,973,099	Cash Balance Dec 31	261,311	Cash Balance Dec 31	114,726	Cash Balance Dec 31	964,277	Cash Balance Dec 31	544,542	5,857,955 **
										5,857,955 **

**Note: These two block figures should agree.

CPA Summary

0

NON-BUDGETED FUNDS (B)
(Only the actual budget year for 2023 is reported)

2025

Non-Budgeted Funds-B

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Meadowbrook TIF		ARPA		0		0		0		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		Total
Cash Balance Dec 31	71,468	Cash Balance Dec 31	3,372,940	Cash Balance Dec 31		Cash Balance Dec 31		Cash Balance Dec 31		3,444,408
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Incr Property Tax	2,532,771	Federal Funds	0							
Interest on Idle Funds	8,896	Interest on Idle Funds	78,314							
Miscellaneous										
Total Receipts	2,541,667	Total Receipts	78,314	Total Receipts	0	Total Receipts	0	Total Receipts	0	2,619,981
Resources Available:	2,613,135	Resources Available:	3,451,254	Resources Available:	0	Resources Available:	0	Resources Available:	0	6,064,389
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Urban mgmt & planning	10,000	Urban mgmt & planning	144,352							
Debt Service	2,454,733	Infrastructure	1,715,360							
		Capital Outlay	0							
Total Expenditures	2,464,733	Total Expenditures	1,859,712	Total Expenditures	0	Total Expenditures	0	Total Expenditures	0	4,324,445
Cash Balance Dec 31	148,402	Cash Balance Dec 31	1,591,542	Cash Balance Dec 31	0	Cash Balance Dec 31	0	Cash Balance Dec 31	0	1,739,944 **
										1,739,944 **

** Note: These two block figures should agree.

CPA Summary



City of Prairie Village 2025 Budget Adoption

- City Council Meeting
- September 3, 2024



Budget Process Recap

2

- ❑ **March 2024:** Preliminary 2025 budget goals and objectives reviewed and approved
- ❑ **April 2024:** Insurance cost assumptions and revenue estimates reviewed
- ❑ **May 2024:** Finance Committee reviewed and voted to advance the preliminary 2025 budget
- ❑ **June 17, 2024:** City Council approved the preliminary 2025 budget
- ❑ **July 15, 2024:** City Council approved the notice to Exceed Revenue Neutral Rate and permission to publish the 2024 budget



General Fund Budget Highlights

3

- The “all in number” for expenditures in the 2025 General Fund represents a 1.3% increase in comparison to the 2024 Budget - \$32,005,383 versus \$31,586,176.
- If the Mill Levy rate stays at 18.325 (reduced for 2023 budget from 19.322), we would be slightly over a target 25% fund balance (25.2%).
- The proposed \$32,005,383 budget includes:
 - Operational budget requests in all expenditure categories
 - Continuing the compensation program implemented by the 2022 salary study. This also includes previous approval of Council in 2024 to address PD salary competitiveness.
 - Full funding by transfer from General Fund to CIP to fund 2025 CIP projects
 - Continuing to transfer \$1,150,000 to the Bond and Interest Fund to prepare for major infrastructure investments in Municipal Complex improvements



Preliminary 2025 Budget at a Glance

Prairie Village 2025 Budget at a Glance

Property Tax Mill Levy Rate	18.325
<i>(assuming mill levy held flat)</i>	
Total Assessed Valuation	\$665,185,349
Stormwater Utility Fee per Square Foot of Impervious Area	\$0.04
Total Housing Units	10,417
Population (2023 Estimate)	22,952
Total General Fund Budget	\$32,005,383
Annual City Tax Liability - Median House	\$852
Monthly City Tax Liability - Median House	\$71
Outstanding G.O. Debt as of Dec. 31, 2024	\$9,275,000



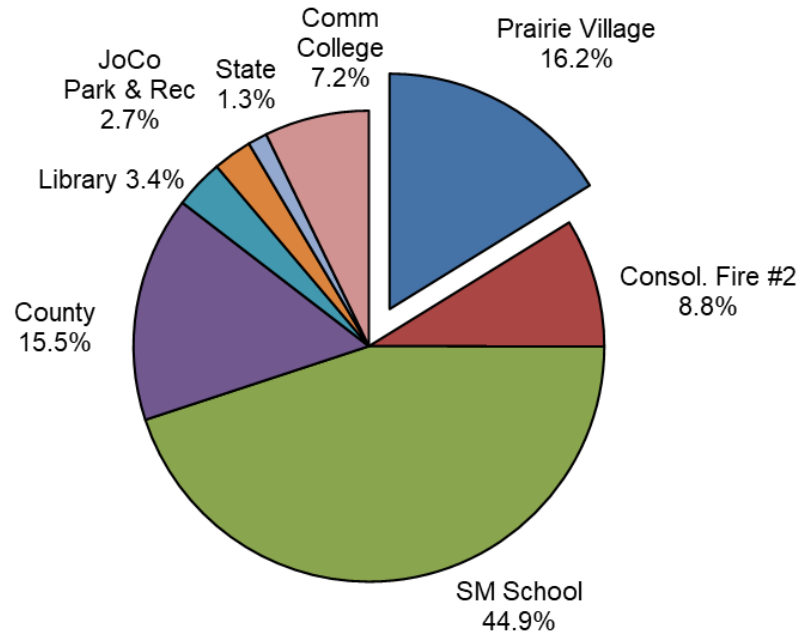
Median Prairie Village Home

Year	Mill Levy Rate	Median Home Appraised Value	Prairie Village Annual Cost	Prairie Village Monthly Cost
2020 for 2021	19.321	\$293,250	\$652	\$54.33
2021 for 2022	19.322	\$309,900	\$689	\$57.42
2022 for 2023	18.309	\$344,400	\$725	\$60.42
2023 for 2024	18.325	\$387,050	\$816	\$68.00
2024 for 2025	18.325	\$404,500	\$852	\$71.00



Mill Levy: 2023 Taxes Levied for 2024

2023 Taxes Levied for 2024





Johnson County Cities 2023 Mill Levies On each \$1,000 Tangible Assessed Valuation

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Edgerton	29.753	16.282				46.035
Bonner Springs	29.658		6.685		3.527	39.870
Spring Hill C/F	21.458	13.238	1.322		0.224	36.242
Roeland Park	25.120	10.007	0.880			36.007
Westwood Hills	23.153	10.007				33.160
Gardner	12.678	14.637	5.758			33.073
Mission Hills	21.960	10.007	0.806			32.773
Westwood	20.702	10.007	0.497			31.206
Fairway	19.105	10.007	0.867			29.979
Mission	18.497	10.007				28.504
Prairie Village	18.325	10.007	-			28.332
Lenexa	22.419		5.051			27.470
Leawood	19.205		4.301			23.506
Olathe C/F	8.750	1.746	9.792		3.068	23.356
Shawnee	17.504	1.286	4.258			23.048
Merriam	22.267		0.662			22.929
De Soto	12.245	5.276	2.190			19.711
Overland Park	13.565			0.960		14.525

S: 2023 Mill Levy Report for All Taxing Units - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



Revenue Neutral Rate Overview

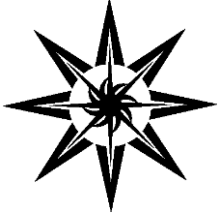
- During the 2021 Kansas legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements **if the proposed budget will exceed the property tax levy's revenue neutral rate.**
- The revenue neutral rate is **the tax rate in mills that will generate the same property tax in dollars as the previous tax year** using the current tax year's total assessed valuation.
- Because the 2025 budget exceeds the Revenue Neutral Rate of 17.365, a hearing is required. The hearing can occur on the same night as the budget public hearing.
- The Council must consider a resolution to exceed the Revenue Neutral Rate prior to adopting the budget.



Next Steps

9

- **September 3** Hold Revenue Neutral Rate and 2025 Budget Public Hearing
- **September 3** Adopt Revenue Neutral Rate Resolution
- **September 3** Adopt 2025 Budget
- **Sept./Oct.** Finalize 2025 Budget Book and Submit to the GFOA
- **October 1** Submission of the budget to the County Clerk by October 1st



COU2024-46: Consider Resolution 2024-04 Approving a Tax Rate of Mill Levy Rate In Excess of the Revenue Neutral Rate for the 2025 Budget Year

SUGGESTED MOTION

Move to approve a Resolution Approving a Tax Rate or Mill Levy Rate In Excess of the Revenue Neutral Rate for the 2025 Budget Year.

BACKGROUND

Over the last several months the Council and staff have worked to develop the 2025 budget. The City Council approved the preliminary budget on June 17, and approved the notice to exceed the Revenue Neutral Rate on July 15. The budget maintains the same level of services as the 2024 Budget. The 2025 proposed budget has a total mill rate of 18.325, which is the same as 2024's rate of 18.325. Holding the mill levy flat for 2025 will exceed the Revenue Neutral Rate due to increased total assessed valuation in the city.

Per Senate Bill 13, the recommended budget requires a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate would be 17.365 mills. Since the recommended budget requires 18.325 mills, a public hearing is required. Notice of intent to exceed the revenue neutral rate was provided to the County Clerk before July 20th and the notice was published on July 22nd, 2024.

The public hearing will occur during the Tuesday, September 3, 2024, meeting. The adoption of the 2025 budget will occur following the adoption of the Revenue Neutral Rate resolution.

ATTACHMENTS:

- 2025 Revenue Neutral Rate and Public Hearing Notice
- Resolution of Approval to Exceed Revenue Neutral Rate

Prepared By:
Jason Hannaman, Finance Director
Date: August 23, 2024

RESOLUTION NO. 2024-04

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, APPROVING A TAX RATE OR MILL LEVY RATE IN EXCESS OF THE REVENUE NEUTRAL RATE FOR THE 2025 BUDGET YEAR.

WHEREAS, pursuant to 2021 Kansas Senate Bill No. 13, as amended by 2021 Kansas House Bill 2104, as the same may be codified (the "Act"), the Clerk of Johnson County, Kansas, has calculated and notified the City of Prairie Village, Kansas (the "City") that, for the City's 2025 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 17.365 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

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

WHEREAS, the Governing Body of the City adopted Resolution No. 2024-03 on July 15, 2024, calling for a public hearing considering exceeding the revenue neutral rate to be held by the Governing Body on September 3, 2024;

WHEREAS, the public hearing was held on September 3, 2024, with an opportunity for all interested persons to be heard regarding the matter of exceeding the revenue neutral rate; and

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

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

Section 1. Approval to Exceed Revenue Neutral Rate; Approved Tax Rate. Pursuant to the Act, the City, by and through its Governing Body, hereby approves exceeding the revenue neutral rate. The City's approved tax/mill levy rate for the 2025 budget year is 18.325 mills, which amount does not exceed the amount of the proposed tax rate set forth in Resolution No. 2024-03.

Section 2. Effective Date. This resolution shall be effective upon its adoption by the Governing Body of the City of Prairie Village, Kansas.

ADOPTED this ____ day of _____, 2024, by majority vote of the Governing Body.

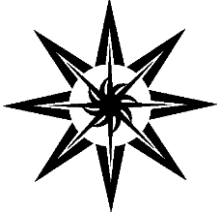
Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

Alex Aggen, City Attorney



ADMINISTRATION

Council Meeting Date: September 3, 2024

BUDGET ADOPTION - 2025 Budget Adoption

RECOMMENDATION

The City Council adopt the 2025 Budget.

SUGGESTED MOTION

Move that the City Council adopt the 2025 Budget as certified in the amount of \$49,118,422 with ad valorem tax in the amount of \$12,372,289.

BACKGROUND

Over the last several months the Council and staff have worked to develop the 2025 budget. The City Council approved the preliminary budget on June 17, and approved the notice to exceed the Revenue Neutral Rate on July 15. The budget maintains the same level of services as the 2024 Budget. The 2025 proposed budget has a total mill rate of 18.325, which is the same as 2024's rate of 18.325. Holding the mill levy flat for 2025 will exceed the Revenue Neutral Rate due to increased total assessed valuation in the city.

The City will hold the required Revenue Neutral Rate and 2025 Budget Hearing on September 3, prior to adopting a Resolution to Exceed the Revenue Neutral Rate. Both steps must occur prior to budget adoption.

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

Additional budget information can be found on the [City's website](#) or in the attached 2025 Budget Book.

ATTACHMENTS:

- 2025 Recommended Budget Document
-

Prepared By:

Jason Hannaman, Finance Director

Date: August 23, 2024

2025 BUDGET

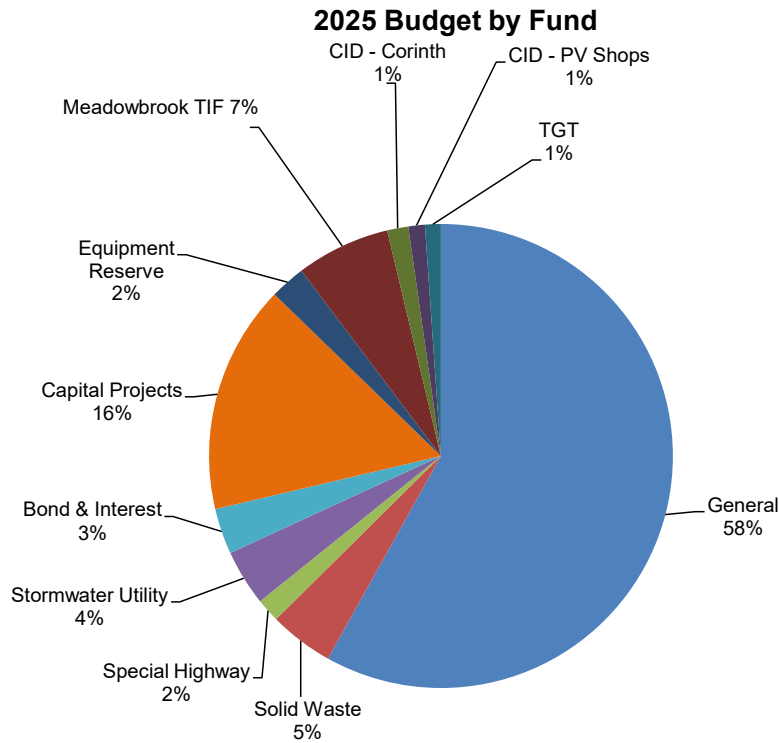
City of Prairie Village, Kansas

Recommended
budget as of
September 3,
2024



2025 Budget by Fund

Fund	2022 Actual	2023 Actual	2024 Budget	2025 Budget
General	\$ 25,103,960	\$ 27,851,685	\$ 31,586,176	\$ 32,005,383
Solid Waste	1,958,968	2,036,937	2,374,838	2,463,924
Special Highway	597,000	619,880	847,897	902,168
Stormwater Utility	1,600,000	1,600,000	2,073,877	2,156,220
Special Parks & Rec	105,000	157,091	276,913	297,623
Special Alcohol	172,552	207,567	308,662	375,453
Bond & Interest	1,050,725	1,048,000	1,749,147	1,762,451
Capital Projects	5,444,437	13,129,083	8,933,000	8,774,000
Risk Management Reserve	(14,000)	6,674	221,356	260,012
Economic Development	89,710	383,727	266,695	420,035
Equipment Reserve	566,844	248,323	1,148,499	1,359,484
Meadowbrook TIF	1,983,361	2,464,733	2,932,272	3,609,441
CID - Corinth	560,000	696,043	781,020	810,462
CID - PV Shops	420,000	730,365	940,606	638,713
ARPA	64,801	1,859,712	1,422,939	-
Transient Guest Tax	36,881	499,457	416,394	599,809
Total	\$ 39,740,239	\$ 53,539,277	\$ 56,280,291	\$ 56,435,178



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, Economic Development, and ARPA.

General Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 9,565,635	\$ 11,079,472	\$ 10,407,990	\$ 11,317,714	\$ 9,699,708
Revenues:					
Property Taxes	9,138,008	9,532,181	11,026,962	11,020,000	11,592,854
Sales Taxes	6,746,703	6,872,250	6,430,000	6,615,000	6,660,000
Use Tax	2,795,524	2,854,934	2,510,000	2,680,000	2,785,000
Motor Vehicle Tax	790,061	827,826	794,356	803,000	831,586
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Franchise Fees	2,034,826	1,993,683	1,795,500	1,922,250	1,897,250
Licenses & Permits	1,197,762	961,735	945,258	911,025	920,025
Intergovernmental	-	-	-	492,000	-
Charges for Services	1,811,122	2,061,196	2,219,434	2,223,100	2,350,100
Fines & Fees	600,977	684,269	608,700	694,400	683,700
Recreational Fees	479,401	501,225	464,800	464,800	480,500
Interest on Investments	60,866	736,540	118,192	375,000	239,679
Miscellaneous	186,162	255,145	149,835	166,293	151,935
Total Revenue	26,017,803	27,489,927	27,250,648	28,584,720	28,811,891
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	26,617,803	28,089,927	27,850,648	29,184,720	29,411,891
Expenditures:					
Personnel Services	12,146,549	13,817,500	15,134,217	14,995,585	16,106,447
Contract Services	5,031,868	5,772,754	5,925,554	5,807,043	6,090,536
Commodities	859,457	759,257	1,010,150	989,947	1,044,850
Capital Outlay	227,561	303,945	305,200	299,096	282,700
Contingency	-	-	500,000	-	500,000
Total Expenditures	18,265,435	20,653,456	22,875,121	22,091,670	24,024,533
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	5,319,000	5,284,229	6,135,530	6,684,530	5,455,000
Transfer to Bond & Interest Fund	1,050,725	1,048,000	559,525	559,525	559,850
Add'l Transfer-Municipal Complex Plannin	-	-	1,150,000	601,000	1,150,000
Transfer to Economic Development Fund	136,000	266,000	266,000	266,000	266,000
Transfer to Equipment Reserve Fund	332,800	600,000	600,000	600,000	550,000
Total	6,838,525	7,198,229	8,711,055	8,711,055	7,980,850
Total Uses	25,103,960	27,851,685	31,586,176	30,802,725	32,005,383
Sources Over(Under) Uses	1,513,843	238,242	(3,735,528)	(1,618,005)	(2,593,492)
Fund Balance @ 12/31	\$ 11,079,472	\$ 11,317,714	\$ 6,672,462	\$ 9,699,708	\$ 7,106,216

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 240,393	\$ 226,138	\$ 267,986	\$ 313,075	\$ 302,861
Revenues:					
Licenses & Permits	1,825	2,725	2,000	2,000	2,000
Charges for Services	1,924,353	2,072,731	2,073,852	2,073,852	2,113,063
Interest on Investments	17,556	48,418	30,000	52,566	45,000
Miscellaneous	979	-	1,000	-	1,000
Total Revenue	1,944,713	2,123,874	2,106,852	2,128,418	2,161,063
Total Sources	1,944,713	2,123,874	2,106,852	2,128,418	2,161,063
Expenditures:					
Personnel Services	43,673	45,713	41,792	41,792	51,658
Contract Services	1,915,295	1,991,224	2,068,175	2,095,840	2,137,497
Commodities	-	-	1,000	1,000	1,000
Contingency	-	-	263,871	-	273,769
Total Expenditures	1,958,968	2,036,937	2,374,838	2,138,632	2,463,924
Total Uses	1,958,968	2,036,937	2,374,838	2,138,632	2,463,924
Sources Over(Under) Uses	(14,255)	86,937	(267,986)	(10,214)	(302,861)
Fund Balance @ 12/31	\$ 226,138	\$ 313,075	\$ -	\$ 302,861	\$ -

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 2024 budget includes a 3.25% contractual increase and the inclusion of \$2 annually to fund annual mattress recycling.

2020 Assessment: \$228.00
 2021 Assessment: \$218.00
 2022 Assessment: \$227.00
 2023 Assessment: \$245.00
 2024 Assessment: \$244.00
 2025 Assessment: \$248.00

Special Highway Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 204,012	\$ 236,856	\$ 235,548	\$ 263,166	\$ 283,676
Revenues:					
Intergovernmental	618,182	613,192	603,260	603,770	603,260
Interest on Investments	11,662	32,998	9,089	20,000	15,232
Total Revenue	629,844	646,190	612,349	623,770	618,492
Total Sources	629,844	646,190	612,349	623,770	618,492
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	-	-	-	-	-
Commodities	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Service	-	-	-	-	-
Infrastructure	-	-	-	-	-
Contingency	-	-	244,637	-	302,168
Total Expenditures	-	-	244,637	-	302,168
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	597,000	619,880	603,260	603,260	600,000
Total	597,000	619,880	603,260	603,260	600,000
Total Uses	597,000	619,880	847,897	603,260	902,168
Sources Over(Under) Uses	32,844	26,310	(235,548)	20,510	(283,676)
Fund Balance @ 12/31	\$ 236,856	\$ 263,166	\$ -	\$ 283,676	\$ -

Funding Sources: State gasoline tax (per gallon)

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

Stormwater Utility Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 271,231	\$ 341,180	\$ 406,844	\$ 451,875	\$ 489,187
Revenues:					
Licenses & Permits	12,880	9,393	5,000	10,000	5,000
Charges for Services	1,641,036	1,634,451	1,637,312	1,637,312	1,637,312
Interest on Investments	16,033	66,851	24,721	40,000	24,721
Total Revenue	1,669,949	1,710,695	1,667,033	1,687,312	1,667,033
Total Sources	1,669,949	1,710,695	1,667,033	1,687,312	1,667,033
Expenditures:					
Contingency	-	-	423,877	-	506,220
Total Expenditures	-	-	423,877	-	506,220
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	1,050,000	1,050,000	1,050,000
Total	1,600,000	1,600,000	1,650,000	1,650,000	1,650,000
Total Uses	1,600,000	1,600,000	2,073,877	1,650,000	2,156,220
Sources Over(Under) Uses	69,949	110,695	(406,844)	37,312	(489,187)
Fund Balance @ 12/31	\$ 341,180	\$ 451,875	\$ -	\$ 489,187	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ -	\$ 71,393	\$ 89,302	\$ 130,128	\$ 76,067
Revenues:					
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Interest on Investments	-	6,882	-	5,000	2,294
Total Revenue	176,393	215,826	187,611	222,852	221,556
Total Sources	176,393	215,826	187,611	222,852	221,556
Expenditures:					
Contingency	-	-	-	-	7,294
Total Expenditures	-	-	-	-	7,294
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	105,000	157,091	276,913	276,913	290,329
Total	105,000	157,091	276,913	276,913	290,329
Total Uses	105,000	157,091	276,913	276,913	297,623
Sources Over(Under) Uses	71,393	58,735	(89,302)	(54,061)	(76,067)
Fund Balance @ 12/31	\$ 71,393	\$ 130,128	\$ -	\$ 76,067	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 13,673	\$ 23,988	\$ 70,249	\$ 94,447	\$ 128,603
Revenues:					
Liquor Tax	176,393	208,944	187,611	217,852	219,262
Interest on Investments	890	6,797	802	5,000	2,588
Miscellaneous	5,584	62,285	50,000	25,000	25,000
Total Revenue	182,867	278,026	238,413	247,852	246,850
Total Sources	182,867	278,026	238,413	247,852	246,850
Expenditures:					
Personnel Services	89,616	115,543	121,798	121,798	146,079
Contract Services	75,757	80,727	74,898	74,898	115,618
Commodities	7,179	11,297	17,000	17,000	17,000
Capital Outlay	-	-	-	-	-
Contingency	-	-	94,966	-	96,756
Total Expenditures	172,552	207,567	308,662	213,696	375,453
Total Uses	172,552	207,567	308,662	213,696	375,453
Sources Over(Under) Uses	10,315	70,459	(70,249)	34,156	(128,603)
Fund Balance @ 12/31	\$ 23,988	\$ 94,447	\$ -	\$ 128,603	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 33,990	\$ 35,836	\$ 38,097	\$ 40,385	\$ 50,385
Revenues:					
Property Taxes	-	-	-	-	-
Motor Vehicle Tax	-	-	-	-	-
Interest on Investments	1,846	4,549	1,525	10,000	2,216
Total Revenue	1,846	4,549	1,525	10,000	2,216
Transfers from Other funds:					
Transfer from General Fund	1,050,725	1,048,000	1,709,525	1,160,525	1,709,850
Transfer from Stormwater Fund	-	-	-	-	-
Total	1,050,725	1,048,000	1,709,525	1,160,525	1,709,850
Total Sources	1,052,571	1,052,549	1,711,050	1,170,525	1,712,066
Expenditures:					
Debt Service	1,050,725	1,048,000	559,525	559,525	1,709,850
Infrastructure	-	-	1,150,000	601,000	-
Contingency	-	-	39,622	-	52,601
Total Expenditures	1,050,725	1,048,000	1,749,147	1,160,525	1,762,451
Total Uses	1,050,725	1,048,000	1,749,147	1,160,525	1,762,451
Sources Over(Under) Uses	1,846	4,549	(38,097)	10,000	(50,385)
Fund Balance @ 12/31	\$ 35,836	\$ 40,385	\$ -	\$ 50,385	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 6,212,265	\$ 8,543,239	\$ 8,544,719	\$ 3,973,099	\$ 7,253,542
Revenues:					
Intergovernmental	720,584	851,187	807,470	3,900,000	689,000
Bond Proceeds	-	-	-	-	-
Interest on Investments	16,218	49,805	87,447	60,000	32,127
Miscellaneous	3,337	11,751	1,000	1,000	1,000
Net Inc/Decr in Fair Value	14,272	-	-	-	-
Total Revenue	754,411	912,743	895,917	3,961,000	722,127
Transfers from Other funds:					
Transfer from General Fund	5,319,000	5,284,229	6,135,530	6,684,530	5,455,000
Transfer from Special Highway Fund	597,000	619,880	603,260	600,000	600,000
Transfer from Stormwater Utility Fund	1,000,000	1,000,000	1,050,000	1,050,000	1,050,000
Transfer from Special Parks & Rec Fund	105,000	157,091	276,913	276,913	290,329
Transfer from Transient Guest Tax Fund	-	365,000	190,000	190,000	300,000
Transfer from Economic Development Fund	-	220,000	-	-	-
Total	7,021,000	7,646,200	8,255,703	8,801,443	7,695,329
Total Sources	7,775,411	8,558,943	9,151,620	12,762,443	8,417,456
Expenditures:					
Infrastructure	5,444,437	13,129,083	8,933,000	9,482,000	8,774,000
Total Expenditures	5,444,437	13,129,083	8,933,000	9,482,000	8,774,000
Total Uses	5,444,437	13,129,083	8,933,000	9,482,000	8,774,000
Sources Over(Under) Uses	2,330,974	(4,570,140)	218,620	3,280,443	(356,544)
Fund Balance @ 12/31	\$ 8,543,239	\$ 3,973,099	\$ 8,763,339	\$ 7,253,542	\$ 6,896,998

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 = \$8,774,000

2025 PROJECT DESCRIPTION	2025 EXPENDITURES
Park Infrastructure Reserve	\$105,000
Franklin Park Historical Marker & Surfacing	\$390,000
Windsor Trail & Playset	\$40,000
Shaffer Park Fountain Lights Replace & LED	\$25,000
PARK TOTAL PER YEAR	\$560,000
Water Discharge Program Reserve	\$0
Mission Road	\$20,000
Drainage Repair Program	\$1,300,000
DRAINAGE TOTAL PER YEAR	\$1,320,000
Traffic Calming Program Reserve	\$20,000
Residential Street Rehabilitation Program	\$3,500,000
UBAS Overlay Program	\$400,000
Somerset Dr - State Line to Reinhardt UBAS (Leawood)	\$550,000
63rd St - Roe Ave to Nall Ave (Mission Admin) (CARS)	\$173,000
75th St - State Line to Mission Rd (CARS)	\$711,000
Nall Ave - 67th St to 75th St (CARS)	\$645,000
Roe Ave - 63rd St to 83rd St (CARS)	\$50,000
STREET TOTAL PER YEAR	\$6,049,000
Building Reserve	\$50,000
PW Salt Barn Repair Siding	\$70,000
BUILDINGS TOTAL PER YEAR	\$120,000
ADA Compliance Program Reserve	\$25,000
Concrete Repair Program	\$600,000
Electric Charging for Wassmer Park	\$100,000
OTHER TOTAL PER YEAR	\$725,000
CIP TOTAL	\$8,774,000

Risk Management Reserve Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 215,579	\$ 248,377	\$ 217,356	\$ 261,311	\$ 254,311
Revenues:					
Interest on Investments	4,114	11,968	4,000	8,000	5,701
Miscellaneous	14,684	7,640	-	-	-
Total Revenue	18,798	19,608	4,000	8,000	5,701
Transfers from Other funds:					
Transfer from General Fund	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-
Total	-	-	-	-	-
Total Sources	18,798	19,608	4,000	8,000	5,701
Expenditures:					
Contract Services	(14,000)	6,674	40,000	15,000	40,000
Risk Management Reserve	-	-	181,356	-	220,012
Total Expenditures	(14,000)	6,674	221,356	15,000	260,012
Total Uses	(14,000)	6,674	221,356	15,000	260,012
Sources Over(Under) Uses	32,798	12,934	(217,356)	(7,000)	(254,311)
Fund Balance @ 12/31	\$ 248,377	\$ 261,311	\$ -	\$ 254,311	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 170,819	\$ 222,208	\$ -	\$ 114,726	\$ 148,726
Revenues:					
Interest on Investments	5,099	10,245	695	7,000	5,309
Total Revenue	5,099	10,245	695	7,000	5,309
Transfers from Other funds:					
Transfer from General Fund	136,000	266,000	266,000	266,000	266,000
Total	136,000	266,000	266,000	266,000	266,000
Total Sources	141,099	276,245	266,695	273,000	271,309
Expenditures:					
Contract Services: <i>Exterior and Sustainability Grant Programs</i>	89,710	96,028	104,000	104,000	104,000
Contract Services: <i>Property Tax Rebate</i>	-	26,772	25,000	35,000	50,000
Contract Services: <i>Community Center Site Design and Owner's Rep</i>	-	40,927	-	100,000	-
Contract Services: <i>Mail-in Ballot</i>	-	-	54,000	-	54,000
Capital Outlay (Parks)	-	220,000	-	-	-
Contingency	-	-	83,695	-	212,035
Total Expenditures	89,710	383,727	266,695	239,000	420,035
Total Uses	89,710	383,727	266,695	239,000	420,035
Sources Over(Under) Uses	51,389	(107,482)	-	34,000	(148,726)
Fund Balance @ 12/31	\$ 222,208	\$ 114,726	\$ -	\$ 148,726	\$ -

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	2024 Bud	2024 Est	2025 Bud
Beginning balance	\$0	\$114,726	\$148,726
Interest	695	7,000	5,309
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	-	(100,000)	-
Mail-in Ballot - Community Center	(54,000)	-	(54,000)
Exterior Grant Program	(74,000)	(74,000)	(74,000)
Sustainability Grant Program	(30,000)	(30,000)	(30,000)
Property tax rebate program	(25,000)	(35,000)	(50,000)
Capital Outlay (Parks)	-	-	-
Contingency	(83,695)	-	(212,035)
Total	\$0	\$148,726	\$0

Equipment Reserve Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 782,500	\$ 564,818	\$ 545,047	\$ 964,277	\$ 787,277
Revenues:					
Interest on Investments	16,362	47,782	3,452	30,000	22,207
Total Revenue	16,362	47,782	3,452	30,000	22,207
Transfers from Other funds:					
Transfer from General Fund	332,800	600,000	600,000	600,000	550,000
Total	332,800	600,000	600,000	600,000	550,000
Total Sources	349,162	647,782	603,452	630,000	572,207
Expenditures:					
Capital Outlay	566,844	248,323	611,000	807,000	752,000
Contingency	-	-	537,499	-	607,484
Total Expenditures	566,844	248,323	1,148,499	807,000	1,359,484
Total Uses	566,844	248,323	1,148,499	807,000	1,359,484
Sources Over(Under) Uses	(217,682)	399,459	(545,047)	(177,000)	(787,277)
Fund Balance @ 12/31	\$ 564,818	\$ 964,277	\$ -	\$ 787,277	\$ -

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 = \$752,000

2024 PROJECT DESCRIPTION	2025 EXPENDITURES
PD Laptop Replacement (2028 - 2029 project)	\$25,000
Server Replacement	\$10,000
PD Radio Replacement (2027 project)	\$50,000
PD In car video / BWC (2025 project)	\$150,000
Traffic Camera/Fixed Location License Plate Reader	\$80,000
Switches (Network)	\$10,000
Network Back Up	\$10,000
Citywide Laptop/Computer Replacement	\$30,000
City Facility Camera Replacement	\$8,000
TOTAL	\$373,000
Public Works Equipment	
PW Mower (Annual)	\$25,000
PW Internat'l Dump Truck (Annual)	\$250,000
Drainage Pole Camera, Drainage Rover wheels/controller	\$47,000
Material Transport Buggy	\$15,000
Outdoor Warning Siren	\$42,000
TOTAL	\$379,000
EQUIPMENT RESERVE TOTAL	\$752,000

Meadowbrook TIF Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 26	\$ 71,468	\$ 174,328	\$ 148,402	\$ 212,402
Revenues:					
Incremental Property Taxes	2,053,194	2,532,771	2,752,600	3,140,933	3,393,323
Interest on Investments	1,609	8,896	5,344	5,000	3,716
Total Revenue	2,054,803	2,541,667	2,757,944	3,145,933	3,397,039
Expenditures:					
Contract Services	10,000	10,000	10,000	10,000	10,000
Debt Service (Payment to Trustee)	1,973,361	2,454,733	2,683,600	3,071,933	3,324,323
Contingency (TIF Commercial Balance)	-	-	238,672	-	275,118
Total Expenditures	1,983,361	2,464,733	2,932,272	3,081,933	3,609,441
Total Uses	1,983,361	2,464,733	2,932,272	3,081,933	3,609,441
Sources Over(Under) Uses	71,442	76,934	(174,328)	64,000	(212,402)
Fund Balance @ 12/31	\$ 71,468	\$ 148,402	\$ -	\$ 212,402	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 145,256	\$ 231,024	\$ 156,020	\$ 237,741	\$ 123,717
Revenues:					
Sales Taxes	641,726	686,934	620,000	660,000	680,000
Interest on Investments	4,042	15,826	5,000	6,996	6,745
Total Revenue	645,768	702,760	625,000	666,996	686,745
Expenditures:					
Contract Services	560,000	696,043	781,020	781,020	810,462
Total Expenditures	560,000	696,043	781,020	781,020	810,462
Total Uses	560,000	696,043	781,020	781,020	810,462
Sources Over(Under) Uses	85,768	6,717	(156,020)	(114,024)	(123,717)
Fund Balance @ 12/31	\$ 231,024	\$ 237,741	\$ -	\$ 123,717	\$ -

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

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 248,046	\$ 450,261	\$ 343,606	\$ 351,682	\$ 42,027
Revenues:					
Sales Taxes	614,593	604,809	585,000	575,000	585,000
Interest on Investments	7,622	26,977	12,000	15,345	11,686
Total Revenue	622,215	631,786	597,000	590,345	596,686
Total Sources	622,215	631,786	597,000	590,345	596,686
Expenditures:					
Contract Services	420,000	730,365	940,606	900,000	638,713
Total Expenditures	420,000	730,365	940,606	900,000	638,713
Total Uses	420,000	730,365	940,606	900,000	638,713
Sources Over(Under) Uses	202,215	(98,579)	(343,606)	(309,655)	(42,027)
Fund Balance @ 12/31	\$ 450,261	\$ 351,682	\$ -	\$ 42,027	\$ -

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

Expenditures: Development within PV Shops per Developer Agreement

Transient Guest Tax

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 112,831	\$ 372,438	\$ 136,126	\$ 233,368	\$ 239,268
Revenues:					
Transient Guest Tax	288,557	336,999	280,000	350,000	350,000
Interest on Investments	7,931	23,388	268	10,000	10,541
Total Revenue	296,488	360,387	280,268	360,000	360,541
Total Sources	296,488	360,387	280,268	360,000	360,541
Expenditures:					
Contract Services	36,881	134,457	163,100	164,100	171,500
Capital Outlay (Parks)	-	365,000	190,000	190,000	300,000
Reserves	-	-	63,294	-	128,309
Total Expenditures	36,881	499,457	416,394	354,100	599,809
Total Uses	36,881	499,457	416,394	354,100	599,809
Sources Over(Under) Uses	259,607	(139,070)	(136,126)	5,900	(239,268)
Fund Balance @ 12/31	\$ 372,438	\$ 233,368	\$ -	\$ 239,268	\$ -

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	2022	2023	2024	2024	2025
Arts Council Annual Allocation	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
VillageFest	598	35,000	37,000	37,000	39,000
JazzFest	25,000	35,000	35,000	35,000	35,000
Diversity Committee	-	16,500	12,500	12,500	12,500
Juneteenth Festival	-	15,000	15,000	15,000	15,000
Holiday	1,283	2,957	3,000	3,000	3,000
Meadowbrook JCPRD Festival	10,000	10,000	10,000	10,000	15,000
Meadowbrook/VT Partnership	-	-	25,000	25,000	25,000
Public Art Fund	-	10,000	10,000	10,000	10,000
Capital Outlay (Harmon Park)	-	365,000	-	-	-
Capital Outlay (Other Parks)	-	-	190,000	190,000	300,000
Contractual Payment to Trustee	-	-	-	-	-
City Admin Fee (2%)	-	-	5,600	7,000	7,000
Reserves (10% plus misc.)	-	-	63,294	-	128,309
	\$ 36,881	\$ 499,457	\$ 416,394	\$ 354,500	\$ 599,809

ARPA Fund

	2022 Actual	2023 Actual	2024 Budget	2024 Estimate	2025 Budget
Fund Balance 1/1	\$ 1,701,226	\$ 3,372,940	\$ 1,372,939	\$ 1,591,542	\$ -
Revenues:					
Intergovernmental (Federal Funds)	1,701,211	-	-	-	-
Interest on Investments	35,304	78,314	50,000	58,458	-
Miscellaneous	-	-	-	-	-
Total Revenue	1,736,515	78,314	50,000	58,458	-
Total Sources	1,736,515	78,314	50,000	58,458	-
Expenditures:					
Personnel Services	-	-	-	-	-
Contract Services	1,861	144,352	-	-	-
Commodities	4,811	-	-	150,000	-
Capital Outlay	58,129	-	1,400,000	1,500,000	-
Infrastructure	-	1,715,360	-	-	-
Contingency	-	-	22,939	-	-
Total Expenditures	64,801	1,859,712	1,422,939	1,650,000	-
Total Uses	64,801	1,859,712	1,422,939	1,650,000	-
Sources Over(Under) Uses	1,671,714	(1,781,398)	(1,372,939)	(1,591,542)	-
Fund Balance @ 12/31	\$ 3,372,940	\$ 1,591,542	\$ -	\$ -	\$ -

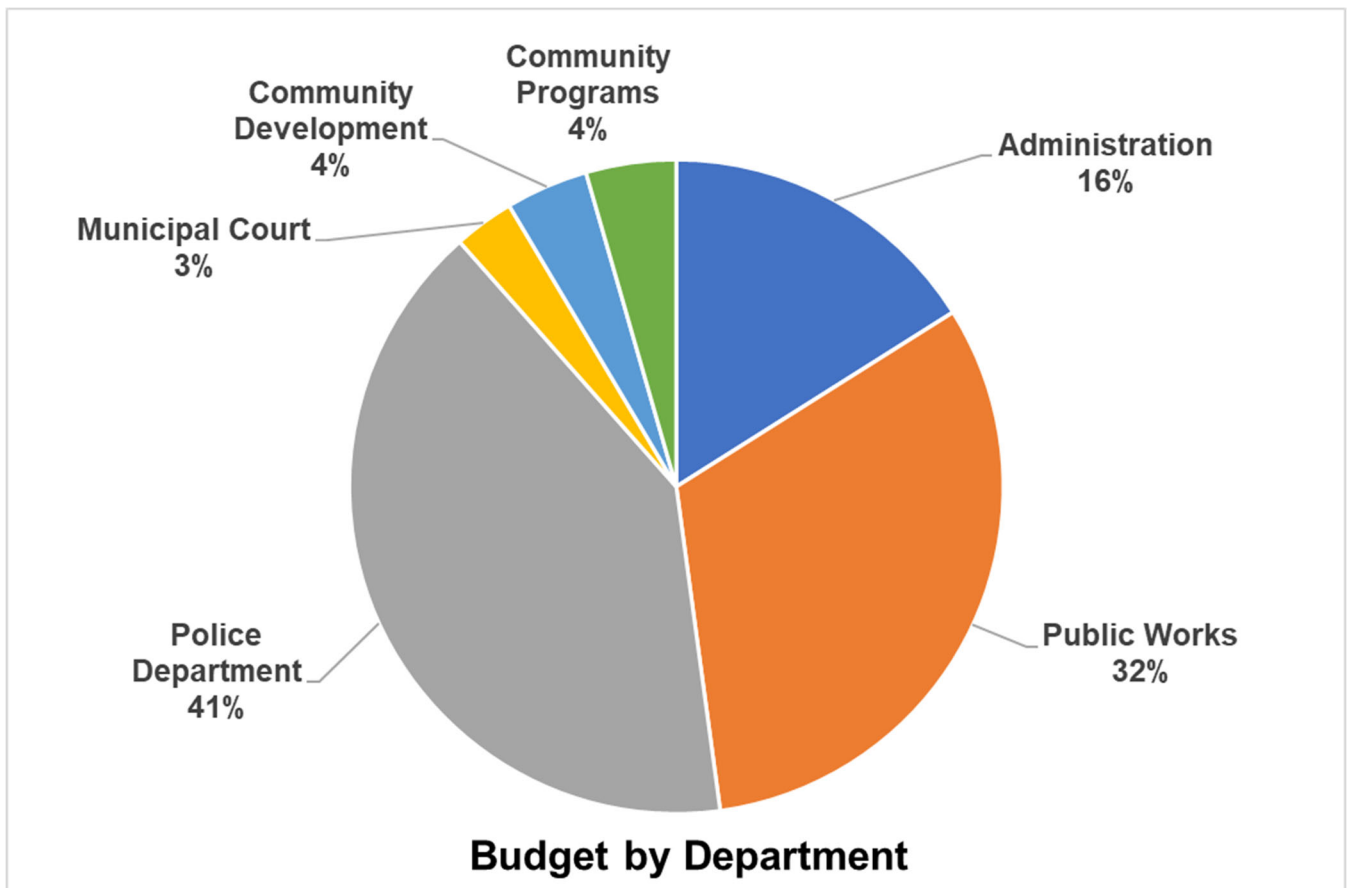
Funding Sources: Monies received from the Federal Government American Rescue Plan Act (ARPA) in response to the COVID-19 pandemic. Total allocation is \$3,402,421.

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	2022	2023	2024	2024	2025
Public Health Expenditures	\$ 6,147	\$ -	\$ -	\$ -	\$ -
Pool Improvement Project	58,129	1,715,360	-	-	-
IT/Phone System Improvements	-	48,508	-	148,500	-
Infrastructure/Capital Projects	-	95,406	1,400,000	1,500,000	-
Miscellaneous	525	438	22,939	1,500	-
	\$ 64,801	\$ 1,859,712	\$ 1,422,939	\$ 1,650,000	\$ -

General Fund: Summary by Department					
Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget	2025 % Change
Administration	2,014,730	2,902,700	3,657,408	3,774,942	3.2%
Public Works	6,465,072	7,148,538	7,316,626	7,482,346	2.3%
Police Department	7,654,696	8,280,817	8,841,205	9,555,263	8.1%
Municipal Court	536,634	606,012	679,314	702,496	3.4%
Community Development	801,925	833,923	941,098	960,610	2.1%
Community Programs	792,383	881,465	939,470	1,048,876	11.6%
Total	18,265,442	20,653,455	22,375,121	23,524,533	

Note: in 2023, the IT department budget moved from PD to Admin, and oversight shifted to the Assistant City Administrator. The 2025 IT department budget makes up \$982k of the Admin line above.



2025 Budget

FTE Summary by Department

Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Administration	10.55	10.55	10.55	10.55
Information Technology	2.00	3.00	3.00	3.00
Public Works	31.00	31.00	31.00	31.00
Police Department	59.00	59.50	59.50	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	7.45	7.45	7.45	7.45
Community Programs <i>(Inc. Seasonal)</i>	21.30	21.30	21.30	21.30
Total FTE	136.55	138.05	138.05	138.05
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Program

Program	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Management & Planning	3.85	3.85	4.00	4.00
Information Technology	-	3.00	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	9.00	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	29.50	29.50	29.50
Investigations	6.00	6.00	6.00	6.00
Special Investigations	3.00	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	4.00	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	7.00	7.00	7.00	7.00
Solid Waste Management	0.45	0.45	0.45	0.45
City Clerk	3.70	3.70	3.55	3.55
Community Programs	1.50	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	136.55	138.05	138.05	138.05
Mayor & Council <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

2025 Budget

FTE Summary by Department

Department	2022 Actual	2023 Actual	2024 Budget	2025 Budget
Administration	10.55	10.55	10.55	10.55
Information Technology	2.00	3.00	3.00	3.00
Public Works	31.00	31.00	31.00	31.00
Police Department	59.00	59.50	59.50	59.50
Municipal Court	5.25	5.25	5.25	5.25
Community Development	7.45	7.45	7.45	7.45
Community Programs <i>(Inc. Seasonal)</i>	21.30	21.30	21.30	21.30
Total FTE	136.55	138.05	138.05	138.05
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2022 Actual	2023 Actual	2024 Budget	2025 Budget
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Administration

City Administrator	1.00	1.00	1.00	1.00
Deputy City Administrator	0.85	0.85	0.85	1.00
Assistant City Administrator	1.00	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	0.70	0.70	0.70	-
Administrative Support Specialist	2.00	2.00	2.00	2.70
City Clerk	1.00	1.00	1.00	0.85
Information Technology	-	3.00	3.00	3.00
Total	10.55	13.55	13.55	13.55

Public Works

Public Works Director	1.00	1.00	1.00	1.00
City Engineer	-	-	-	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	-	-	-	-
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	15.00	15.00	15.00	15.00
Mechanic	1.00	1.00	1.00	1.00
Total	31.00	31.00	31.00	31.00

Police Department

Police Chief	1.00	1.00	1.00	1.00
Police Captain	3.00	3.00	3.00	3.00
Police Sergeant	5.00	5.00	5.00	5.00
Police Corporal	4.00	4.00	4.00	4.00
Police Officer	34.00	34.00	34.00	34.00
Executive Assistant	1.00	1.00	1.00	1.00
Dispatcher	6.00	6.00	6.00	6.00
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Crime Analyst	-	0.50	0.50	0.50
Community Service Officer	2.00	2.00	2.00	2.00
Information Technology	2.00	-	-	-
Total	61.00	59.50	59.50	59.50

2025 Budget

FTE Summary by Position

Department/Position	2022 Actual	2023 Actual	2024 Budget	2025 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	0.15	0.15	0.15	-
City Clerk	-	-	-	0.15
Receptionist	0.30	0.30	0.30	-
Codes Support Specialist	2.00	2.00	2.00	2.30
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
Total	7.45	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	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	21.30	21.30	21.30	21.30
Grand Total	136.55	138.05	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
2025 Budget Calendar**

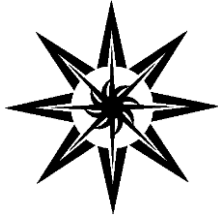
Month	Date	Action Item
February	2/20/24	Council Meeting - Handout 2025 Budget Calendar Outline
March	3/4/24	Council Meeting - (1) 2025 Budget Goals and Objectives (2) Mill Rate Handout (3) Decision Packages (<i>send to Jason by 4/4/2024</i>)
	3/7/24	Meet with Johnson County Appraiser - Beau Boisvert
	3/18/24	Council Meeting - 4th Quarter 2023 Financial Report
April	4/1/24	Council Meeting - (1) Worker's Compensation and Insurance Cost Assumptions
	4/4/24	Department budget requests due
	4/8 - 4/12/24	Budget review process with individual departments
	4/15/24	Council Meeting - (1) Decision Package Discussion (2) Preliminary Revenue Discussion (3) Committee 2025 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest)
May	5/6/24	Council Meeting - (1) CIP Discussion and Annual Road Condition Report
	5/14/24	Finance Committee Meeting - Preliminary 2025 Budget Established and Decision Packages
	5/20/24	Council Meeting
	5/23/24	Finance Committee Meeting - Preliminary 2025 Budget Established and Decision Packages (Continued)
	5/27/24	HOLIDAY
June	6/3/24	Council Meeting
	6/15/24	SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate
	6/17/24	Council Meeting - 2025 Budget Discussion and Approval of Preliminary Budget
July	7/1/24	Council Meeting - 2025 Budget Discussion and Approval of Preliminary Budget (if needed)
	7/4/24	HOLIDAY
	7/15/24	Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request Permission to Publish 2025 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date
	7/20/24	SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing
August	8/5/24	Council Meeting
	8/10/24	Notification sent to taxpayers by the county, if exceeding revenue neutral rate
	8/19/24	Council Meeting
	8/20/24	Latest date for notice to be published in the Legal Record for RNR and Budget Hearing
	8/25/24	Submit budget forms to County Clerk (due August 25th) <i>If not exceeding revenue neutral rate</i>
September	9/3/24	Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption
October	10/1/24	Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st)
	10/1-10/31/24	Finalize Budget Book; Submit to GFOA Award Program



**Additional 2025 Budget information can
be found on the City's website at**

www.pvkansas.com.

2025 Recommended Budget as of 9/3/2024



PUBLIC WORKS DEPARTMENT

Council Meeting: September 3, 2024

COU2024-48 CONSIDER APPROVAL OF THE SUPERIOR BOWEN CONTRACT FOR THE 2024 UBAS PROGRAM (UBAS2024)

RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Superior Bowen Asphalt Company, LLC for the 2024 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 August 14, 2024, the office of the City Clerk opened bids for the 2024 UBAS Program.

Two bids were received:

McAnany Construction	\$ 349,999.99
Superior Bowen	\$ 297,671.80
Engineer's Estimate	\$ 381,2023.97

City staff has reviewed the bids for accuracy and recommends awarding the project to Superior Bowen.

The project was bid at \$297,671.80. 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 UBAS2024.

ATTACHMENTS

1. Construction Agreement with Superior Bowen.
2. UBAS2024 Map

PREPARED BY

Melissa Prenger, City Engineer

August 28, 2024

CONSTRUCTION AGREEMENT



**UBAS2024
2024 UBAS PROGRAM**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SUPERIOR BOWEN

CONSTRUCTION CONTRACT
FOR
UBAS2024 | 2024 UBAS PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
SUPERIOR BOWEN ASPHALT CO, LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Superior Bowen Asphalt Co, LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2024 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 the mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of THREE UNDER 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	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

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

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

- calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.
- 10. LIQUIDATED DAMAGES**
- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

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

11. PAYMENT PROCEDURE

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

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

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

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

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

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

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

14. CHANGES IN THE WORK

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

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

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

15. INSURANCE AND BONDS.

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

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

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

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

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

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

18. NON-DISCRIMINATION LAWS

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

Superior Bowen Asphalt Company, LLC

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

Superior Bowen Asphalt Company, LLC

(typed company name)

7700 Mission Road

520 W Pennway St, Suite 300

(typed address)

Prairie Village, Kansas 66208

Kansas City, MO 64108

(typed city, state, zip)

816-921-8200

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

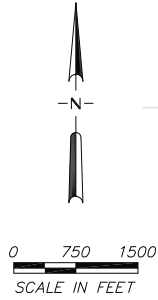
City Clerk, Adam Geffert

City Attorney, Alex Aggen

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

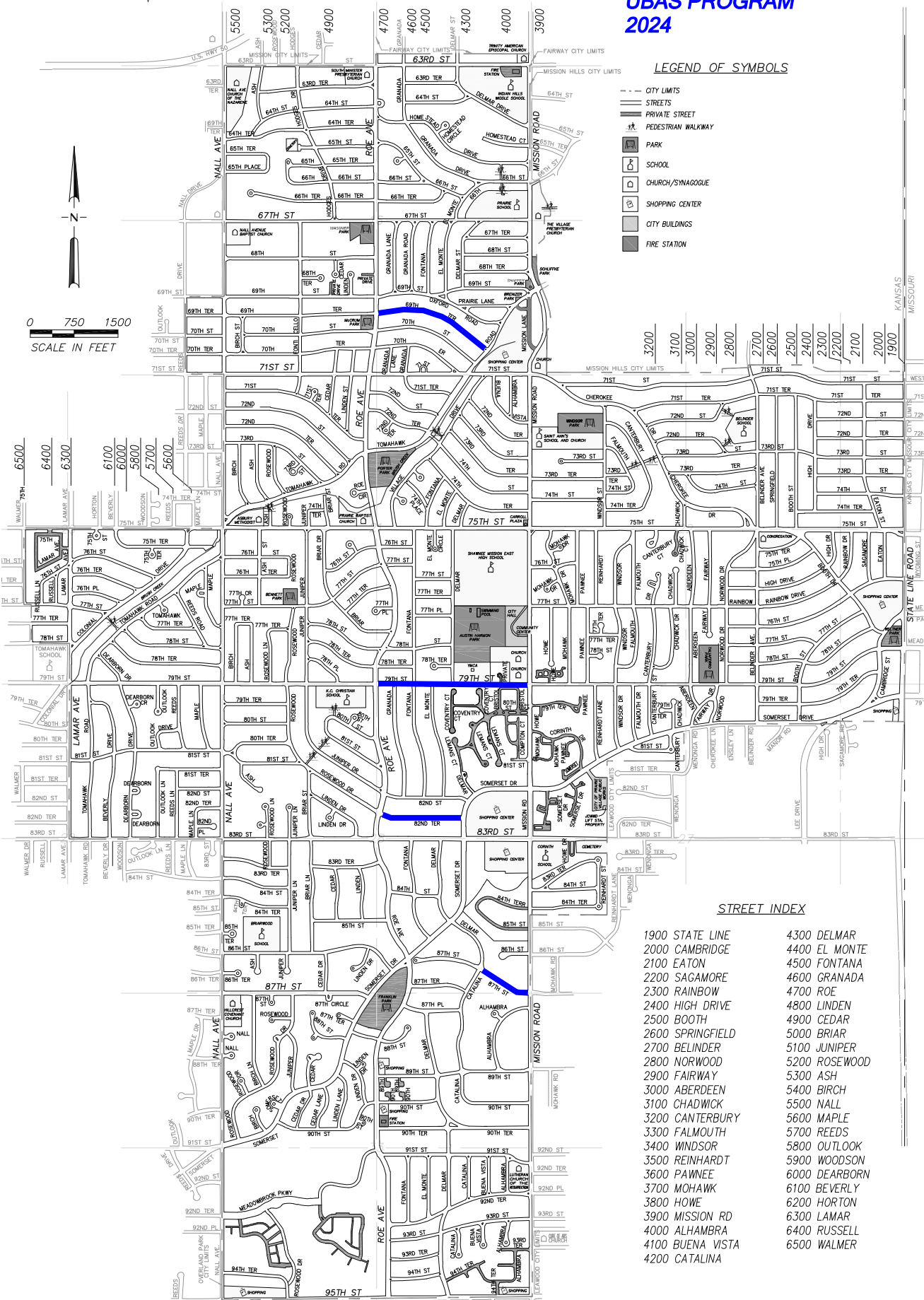


UBAS PROGRAM 2024



LEGEND OF SYMBOLS

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



STREET INDEX

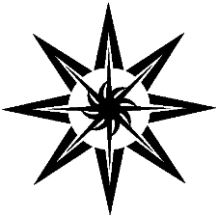
- 1900 STATE LINE
- 2000 CAMBRIDGE
- 2100 EATON
- 2200 SAGAMORE
- 2300 RAINBOW
- 2400 HIGH DRIVE
- 2500 BOOTH
- 2600 SPRINGFIELD
- 2700 BELINDER
- 2800 NORWOOD
- 2900 FAIRWAY
- 3000 ABERDEEN
- 3100 CHADWICK
- 3200 CANTERBURY
- 3300 FALMOUTH
- 3400 WINDSOR
- 3500 REINHARDT
- 3600 PAWNEE
- 3700 MOHAWK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

Prepared By:



LARKYN
LAMP RYNEARSON

REVISED 07/26/17



Short Term Rental Ban Discussion

BACKGROUND

At the May 6, 2024 [Council meeting](#), the Council discussed potential options for Short Term Rentals (STR), which ranged from adding new regulations and fees to a ban for rentals under 30 days. While the Council discussed several options, direction was given to staff to provide information about what a ban for rentals under 30 days would look like.

Prior to this discussion, the City Council had a [work session](#) on April 24, 2023 to discuss next steps in the housing discussion related to the R-1 zoning areas. At the work session, Council completed a prioritization exercise to provide staff direction for which areas to address first. The top two [results](#) were updating the Neighborhood Design Guidelines and researching further regulations and/or fees for STRs.

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

Potential STR Ban

There is no statutory restriction against a municipality enacting an STR ban. Lawsuits in other jurisdictions have been filed against STR bans or strong STR restrictions, but a survey of those cases shows courts often siding with municipalities if the municipalities have demonstrated a legitimate public purpose. Accordingly, having a stated public purpose in the text of a potential ordinance could help an STR ban avoid challenges. Additionally, in dealing with any questions as to vested property rights, having a prospective enactment to take effect in the future can provide existing STRs more time to adapt.

The specific language of what would be included and where it would be included could vary based on what the Council expects the ban to include, whether there might be any exceptions (for grandfathered existing license holders or for limited STRs), and how the Council would like to see enforcement enacted. The applicable code would likely be under the zoning and property maintenance code sections. Code enforcement officers could provide notification that a property is out of compliance. At this stage, those officers could be enabled with the discretion to provide a warning first before issuing a notice of violation. A violation under these sections would likely result in a mandatory court appearance with a fine to be assessed by the judge. Under that mechanism, there would be a cap on the fine of \$500.00 per day.

Neighboring City STR Ban

The Council could look towards a neighboring city, Leawood, that has enacted an STR ban. Leawood still requires that someone looking to rent out their property on a monthly or longer basis has a rental license. Leawood has effectively banned STRs by requiring a minimum stay of 30 nights for any rental property under their code that addresses residential rentals. The code does not otherwise get into details or STR-unique enforcement except to state that:

No person, firm or corporation shall lease or rent, or offer for lease or rent, a dwelling unit for a period of less than 30 days.

Per conversations with Leawood's counsel, they are not experiencing substantial challenges or issues with enforcement. However, they have noted that in the event that there is a need to enforce the code against an STR, their prosecutors have needed the cooperation of a neighbor to build their case that an STR exists.

Potential Existing STRs

If Council decides to move towards a complete ban on STRs, it might consider how it wishes to treat STRs already legally operating. This could include that properties that have been already licensed with the City as rentals may receive either the right to continue under the same ownership (assuming no other code violations or loss of license) for the duration of their existing rental license or to have a distinct time period for enforcement to begin. Existing rental licenses are currently renewed on an annual basis.

Whether existing STRs have any difference in the time period for enforcement to commence, staff would recommend that once a final decision is made that notices regarding that final decision are sent out to all property owners with an active rental license. As it currently stands, there are over 800 properties with an active rental license.

Partial STR Bans

In the event that Council desires to explore possibilities for limited renting of property, such as allowing it during a single thirty-day period within each calendar year, the ordinances could be crafted to allow for it, but the enforcement of some rentals as opposed to no rentals creates difficulties for staff and potentially any prosecution of a violation. Similarly, heightened restrictions that would apply just to STRs may, at this time, have limited value where existing STRs appear to be limited within the City.

Removal from Listing Services

There may be a possibility that third-party platforms will affirmatively remove STRs within the City. Counsel with VRBO's government affairs team has stated that once an ordinance is passed, their team works with City's to try to find workable solutions to increase compliance. Communications are also out to a second popular STR website, Airbnb, concerning its ability and willingness to scrub STRs which might be within City limits, or to only permit listings that require a minimum 30-day rental.

Recommendations on Public Process and Future Effective Date

If the Council pursues an STR ban, it is recommended that it does so with a future prospective date in mind. Neighboring cities that have banned STRs or have enacted more restrictions on them have both recommended providing a public involvement process, education, and a ramp-up time. This can serve to both limit challenges and also to provide a transparent and fair process for those who have been legally operating to have time to make appropriate adjustments.

Staff is seeking direction before bringing back a formal recommendation to Council.

As a reminder, in May Council was provided with a summary of what a variety of other cities are doing to address STRs. Additional information can be gathered if needed.

- Fairway: Allows short term rentals with strict license requirements
- Leawood: Does not allow rentals under 30 days
- Lenexa: Allows short term rentals; follow same requirements as long term rentals
- Merriam: Allows short term rentals; follow same requirements as long term rentals and additional measures such as a higher permit fee, a 1000 foot buffer between STRs, “neighborly” requirements such as notifying neighbors and posting “rules of conduct.”
- Mission: Adopted new regulations in August 2024 including limiting the number of STRs per parcel and increasing fees
- Mission Hills: Does not allow rentals under 30 days
- Overland Park: Allows short term rentals; follow same requirements as long term rentals; currently discussing potential further regulations. Adopted a “nuisance party ordinance”.
- Roeland Park: Allows short term rentals; must obtain a license and notify property owners within 100 feet
- Shawnee: Allows short term rentals with some regulations and fees
- Westwood: Allows short term rentals; must obtain business license, provide a courtesy notice to neighbors, limit to 6 guests per rental, and post the City’s rules and regulations somewhere on the property.

PREPARED BY

Alex Aggen, City Attorney

Nickie Lee, Deputy City Administrator

Date: August 26, 2024



COUNCIL PRESIDENT

Council Committee of the Whole: September 3, 2024

City Council Work Session Topic Review

DISCUSSION

Following the July 15 Council Committee of the Whole discussion on work session topics, a survey was distributed to the Governing Body to rank proposed topics in order of preference to guide future discussions. The average ranking was calculated based on the weight of the ranked position and the response count for each answer choice, with the attached graph showing the most preferred choices.

The Governing Body will review the responses overall, and discuss the first two priority topics:

- Council President appointment process
- Cost of a new City Hall

ATTACHMENTS

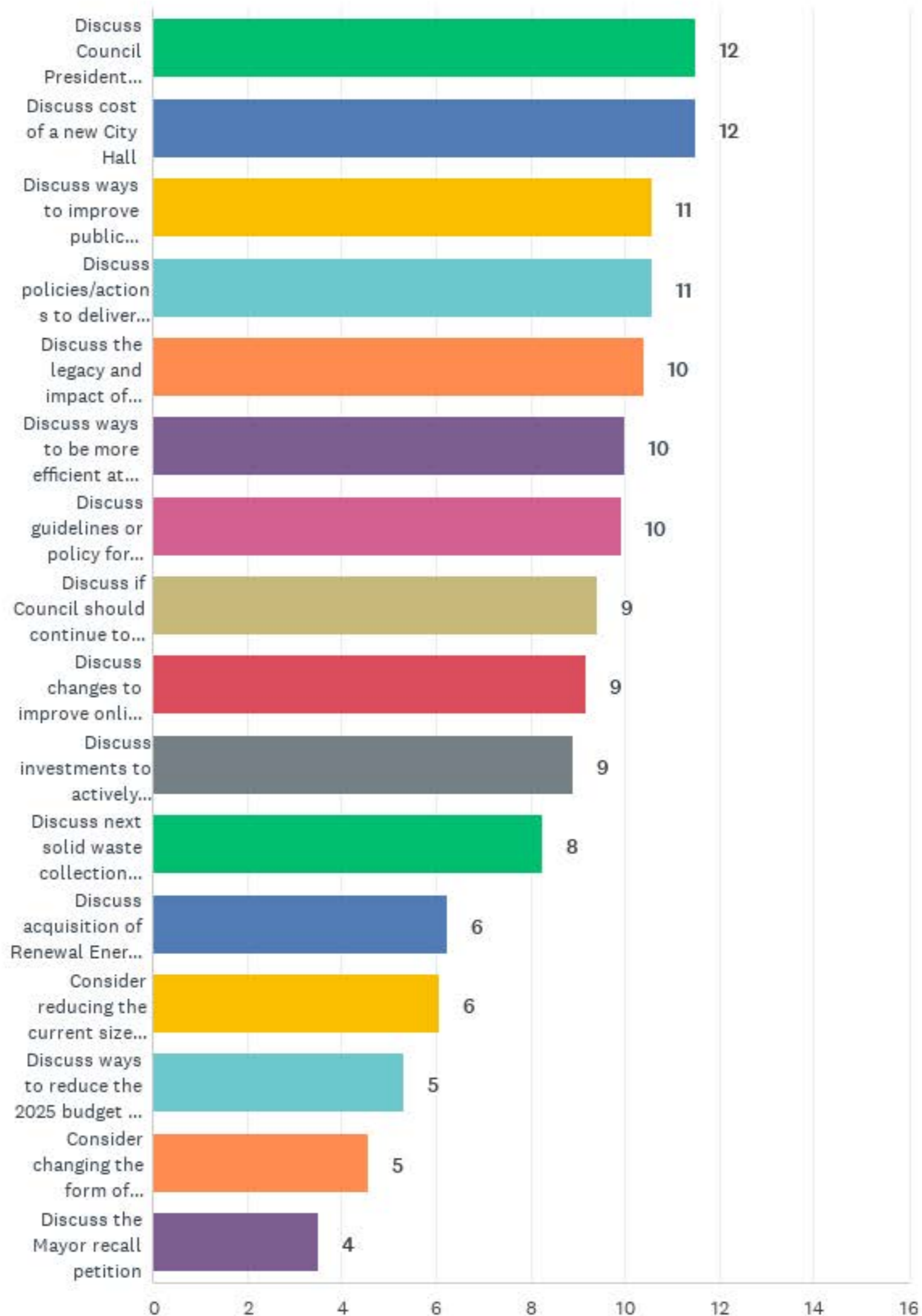
Work Session Topics Survey Results
Council Policy 029 - President of the Council

PREPARED BY

Meghan Buom
Assistant City Administrator
August 27, 2024

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Total	Score
Discuss Council President appointment process	16.67%	16.67%	8.33%	0.00%	25.00%	0.00%	0.00%	8.33%	8.33%	8.33%	0.00%	0.00%	0.00%	0.00%	8.33%	0.00%	12	11.5
	2	2	1	0	3	0	0	1	1	1	0	0	0	0	1	0	12	11.5
Discuss cost of a new City Hall	25.00%	0.00%	8.33%	16.67%	8.33%	8.33%	0.00%	0.00%	8.33%	8.33%	16.67%	0.00%	0.00%	0.00%	0.00%	0.00%	12	11.5
	3	0	1	2	1	1	0	0	1	1	2	0	0	0	0	0	12	11.5
Discuss ways to improve public communications	0.00%	16.67%	8.33%	8.33%	16.67%	8.33%	8.33%	8.33%	0.00%	8.33%	0.00%	8.33%	8.33%	0.00%	0.00%	0.00%	12	10.58
	0	2	1	1	2	1	1	1	0	1	0	1	1	0	0	0	12	10.58
Discuss policies/actions to deliver meaningful and sustainable tax relief to residents	8.33%	16.67%	8.33%	8.33%	8.33%	16.67%	0.00%	0.00%	0.00%	8.33%	8.33%	0.00%	8.33%	8.33%	0.00%	0.00%	12	10.58
	1	2	1	1	1	2	0	0	0	1	1	0	1	1	0	0	12	10.58
Discuss the legacy and impact of "deferred" maintenance	8.33%	16.67%	8.33%	8.33%	0.00%	0.00%	16.67%	8.33%	8.33%	8.33%	0.00%	8.33%	0.00%	8.33%	0.00%	0.00%	12	10.42
	1	2	1	1	0	0	2	1	1	1	0	1	0	1	0	0	12	10.42
Discuss ways to be more efficient at meetings to reduce meeting length	0.00%	8.33%	16.67%	0.00%	8.33%	0.00%	16.67%	25.00%	0.00%	8.33%	8.33%	8.33%	0.00%	0.00%	0.00%	0.00%	12	10
	0	1	2	0	1	0	2	3	0	1	1	1	0	0	0	0	12	10
Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council	8.33%	16.67%	8.33%	0.00%	0.00%	8.33%	8.33%	8.33%	0.00%	16.67%	16.67%	0.00%	0.00%	8.33%	0.00%	0.00%	12	9.92
	1	2	1	0	0	1	1	1	0	2	2	0	0	1	0	0	12	9.92
Discuss if Council should continue to comment after public speaking	8.33%	0.00%	0.00%	25.00%	16.67%	8.33%	0.00%	0.00%	0.00%	0.00%	8.33%	8.33%	25.00%	0.00%	0.00%	0.00%	12	9.42
	1	0	0	3	2	1	0	0	0	0	1	1	3	0	0	0	12	9.42
Discuss changes to improve online Council meeting recording	8.33%	8.33%	0.00%	8.33%	0.00%	0.00%	16.67%	8.33%	25.00%	0.00%	8.33%	8.33%	0.00%	0.00%	8.33%	0.00%	12	9.17
	1	1	0	1	0	0	2	1	3	0	1	1	0	0	1	0	12	9.17
Discuss investments to actively sustain and manage our City's tree canopy	8.33%	0.00%	8.33%	0.00%	0.00%	16.67%	16.67%	8.33%	8.33%	0.00%	8.33%	16.67%	0.00%	0.00%	8.33%	0.00%	12	8.92
	1	0	1	0	0	2	2	1	1	0	1	2	0	0	1	0	12	8.92
Discuss next solid waste collection contract and costs	0.00%	0.00%	0.00%	25.00%	8.33%	8.33%	0.00%	8.33%	8.33%	0.00%	0.00%	16.67%	8.33%	16.67%	0.00%	0.00%	12	8.25
	0	0	0	3	1	1	0	1	1	0	0	2	1	2	0	0	12	8.25
Discuss acquisition of Renewal Energy Credits (RECs)	0.00%	0.00%	16.67%	0.00%	0.00%	8.33%	0.00%	8.33%	8.33%	0.00%	0.00%	8.33%	16.67%	0.00%	16.67%	16.67%	12	6.25
	0	0	2	0	0	1	0	1	1	0	0	1	2	0	2	2	12	6.25
Consider reducing the current size of Council	0.00%	0.00%	0.00%	0.00%	8.33%	16.67%	0.00%	8.33%	16.67%	0.00%	0.00%	0.00%	0.00%	16.67%	33.33%	0.00%	12	6.08
	0	0	0	0	1	2	0	1	2	0	0	0	0	2	4	0	12	6.08
Discuss ways to reduce the 2025 budget by 5%	8.33%	0.00%	8.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.33%	8.33%	8.33%	8.33%	25.00%	0.00%	25.00%	12	5.33
	1	0	1	0	0	0	0	0	0	1	1	1	1	3	0	3	12	5.33
Consider changing the form of government	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.33%	0.00%	8.33%	25.00%	0.00%	0.00%	16.67%	8.33%	8.33%	25.00%	12	4.58
	0	0	0	0	0	0	1	0	1	3	0	0	2	1	1	3	12	4.58
Discuss the Mayor recall petition	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8.33%	0.00%	0.00%	0.00%	16.67%	8.33%	8.33%	8.33%	16.67%	33.33%	12	3.5
	0	0	0	0	0	0	1	0	0	0	2	1	1	1	2	4	12	3.5

Q2 Please rank these topics in order of preference for discussion.



#1

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Page 1

Q1

Name

Ron Nelson

Q2

Please rank these topics in order of preference for discussion.

Discuss ways to reduce the 2025 budget by 5%	14
Discuss the legacy and impact of "deferred" maintenance	2
Discuss if Council should continue to comment after public speaking	6
Discuss changes to improve online Council meeting recording	7
Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings	1
Discuss ways to be more efficient at meetings to reduce meeting length	12
Consider reducing the current size of Council	15
Consider changing the form of government	16
Discuss ways to improve public communications	5
Discuss policies/actions to deliver meaningful and sustainable tax relief to residents	13
Discuss investments to actively sustain and manage our City's tree canopy	8
Discuss next solid waste collection contract and costs	4
Discuss acquisition of Renewal Energy Credits (RECs)	9
Discuss Council President appointment process	10
Discuss cost of a new City Hall	3
Discuss the Mayor recall petition	11

#2

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Page 1

Q1

Name

Inga

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **10**
 - Discuss the legacy and impact of "deferred" maintenance **7**
 - Discuss if Council should continue to comment after public speaking **1**
 - Discuss changes to improve online Council meeting recording **11**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **2**
 - Discuss ways to be more efficient at meetings to reduce meeting length **8**
 - Consider reducing the current size of Council **15**
 - Consider changing the form of government **14**
 - Discuss ways to improve public communications **4**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **3**
 - Discuss investments to actively sustain and manage our City's tree canopy **12**
 - Discuss next solid waste collection contract and costs **6**
 - Discuss acquisition of Renewal Energy Credits (RECs) **13**
 - Discuss Council President appointment process **5**
 - Discuss cost of a new City Hall **9**
 - Discuss the Mayor recall petition **16**
-

#3

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Page 1

Q1

Name

Ian

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **14**
 - Discuss the legacy and impact of "deferred" maintenance **2**
 - Discuss if Council should continue to comment after public speaking **13**
 - Discuss changes to improve online Council meeting recording **4**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **11**
 - Discuss ways to be more efficient at meetings to reduce meeting length **7**
 - Consider reducing the current size of Council **15**
 - Consider changing the form of government **16**
 - Discuss ways to improve public communications **8**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **6**
 - Discuss investments to actively sustain and manage our City's tree canopy **1**
 - Discuss next solid waste collection contract and costs **9**
 - Discuss acquisition of Renewal Energy Credits (RECs) **3**
 - Discuss Council President appointment process **5**
 - Discuss cost of a new City Hall **10**
 - Discuss the Mayor recall petition **12**
-

#4

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Page 1

Q1

Name

Nick Reddell

Q2

Please rank these topics in order of preference for discussion.

- | | |
|---|----|
| Discuss ways to reduce the 2025 budget by 5% | 1 |
| Discuss the legacy and impact of "deferred" maintenance | 12 |
| Discuss if Council should continue to comment after public speaking | 5 |
| Discuss changes to improve online Council meeting recording | 9 |
| Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings | 11 |
| Discuss ways to be more efficient at meetings to reduce meeting length | 7 |
| Consider reducing the current size of Council | 8 |
| Consider changing the form of government | 10 |
| Discuss ways to improve public communications | 6 |
| Discuss policies/actions to deliver meaningful and sustainable tax relief to residents | 2 |
| Discuss investments to actively sustain and manage our City's tree canopy | 15 |
| Discuss next solid waste collection contract and costs | 14 |
| Discuss acquisition of Renewal Energy Credits (RECs) | 16 |
| Discuss Council President appointment process | 3 |
| Discuss cost of a new City Hall | 4 |
| Discuss the Mayor recall petition | 13 |
-

#5

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Page 1

Q1

Name

Dave

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **16**
 - Discuss the legacy and impact of "deferred" maintenance **10**
 - Discuss if Council should continue to comment after public speaking **11**
 - Discuss changes to improve online Council meeting recording **12**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **3**
 - Discuss ways to be more efficient at meetings to reduce meeting length **8**
 - Consider reducing the current size of Council **5**
 - Consider changing the form of government **13**
 - Discuss ways to improve public communications **2**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **6**
 - Discuss investments to actively sustain and manage our City's tree canopy **9**
 - Discuss next solid waste collection contract and costs **14**
 - Discuss acquisition of Renewal Energy Credits (RECs) **15**
 - Discuss Council President appointment process **1**
 - Discuss cost of a new City Hall **4**
 - Discuss the Mayor recall petition **7**
-

#6

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Page 1

Q1

Name

Terry OToole

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **14**
 - Discuss the legacy and impact of "deferred" maintenance **4**
 - Discuss if Council should continue to comment after public speaking **5**
 - Discuss changes to improve online Council meeting recording **7**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **8**
 - Discuss ways to be more efficient at meetings to reduce meeting length **3**
 - Consider reducing the current size of Council **6**
 - Consider changing the form of government **9**
 - Discuss ways to improve public communications **10**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **11**
 - Discuss investments to actively sustain and manage our City's tree canopy **12**
 - Discuss next solid waste collection contract and costs **13**
 - Discuss acquisition of Renewal Energy Credits (RECs) **15**
 - Discuss Council President appointment process **2**
 - Discuss cost of a new City Hall **1**
 - Discuss the Mayor recall petition **16**
-

#7

COMPLETE

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Time Spent: 00:04:38
IP Address: 136.32.239.104

Page 1

Q1

Name

Greg Shelton

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **13**
 - Discuss the legacy and impact of "deferred" maintenance **3**
 - Discuss if Council should continue to comment after public speaking **12**
 - Discuss changes to improve online Council meeting recording **9**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **10**
 - Discuss ways to be more efficient at meetings to reduce meeting length **11**
 - Consider reducing the current size of Council **15**
 - Consider changing the form of government **16**
 - Discuss ways to improve public communications **7**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **1**
 - Discuss investments to actively sustain and manage our City's tree canopy **6**
 - Discuss next solid waste collection contract and costs **4**
 - Discuss acquisition of Renewal Energy Credits (RECs) **8**
 - Discuss Council President appointment process **2**
 - Discuss cost of a new City Hall **5**
 - Discuss the Mayor recall petition **14**
-

#8

COMPLETE

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Last Modified: Tuesday, August 13, 2024 9:57:47 AM
Time Spent: 00:03:57
IP Address: 76.92.229.178

Page 1

Q1

Name

Terrence Gallagher

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **16**
 - Discuss the legacy and impact of "deferred" maintenance **8**
 - Discuss if Council should continue to comment after public speaking **4**
 - Discuss changes to improve online Council meeting recording **9**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **2**
 - Discuss ways to be more efficient at meetings to reduce meeting length **10**
 - Consider reducing the current size of Council **14**
 - Consider changing the form of government **15**
 - Discuss ways to improve public communications **3**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **5**
 - Discuss investments to actively sustain and manage our City's tree canopy **7**
 - Discuss next solid waste collection contract and costs **12**
 - Discuss acquisition of Renewal Energy Credits (RECs) **13**
 - Discuss Council President appointment process **1**
 - Discuss cost of a new City Hall **6**
 - Discuss the Mayor recall petition **11**
-

#9

COMPLETE

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Last Modified: Tuesday, August 13, 2024 10:12:12 AM
Time Spent: 00:03:53
IP Address: 76.92.243.14

Page 1

Q1

Name

lori sharp

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **3**
 - Discuss the legacy and impact of "deferred" maintenance **14**
 - Discuss if Council should continue to comment after public speaking **13**
 - Discuss changes to improve online Council meeting recording **8**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **10**
 - Discuss ways to be more efficient at meetings to reduce meeting length **5**
 - Consider reducing the current size of Council **6**
 - Consider changing the form of government **7**
 - Discuss ways to improve public communications **12**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **2**
 - Discuss investments to actively sustain and manage our City's tree canopy **11**
 - Discuss next solid waste collection contract and costs **4**
 - Discuss acquisition of Renewal Energy Credits (RECs) **16**
 - Discuss Council President appointment process **9**
 - Discuss cost of a new City Hall **1**
 - Discuss the Mayor recall petition **15**
-

#10

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Page 1

Q1

Name

Cole M Robinson

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **16**
- Discuss the legacy and impact of "deferred" maintenance **1**
- Discuss if Council should continue to comment after public speaking **4**
- Discuss changes to improve online Council meeting recording **2**
- Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **6**
- Discuss ways to be more efficient at meetings to reduce meeting length **8**
- Consider reducing the current size of Council **9**
- Consider changing the form of government **10**
- Discuss ways to improve public communications **13**
- Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **14**
- Discuss investments to actively sustain and manage our City's tree canopy **7**
- Discuss next solid waste collection contract and costs **12**
- Discuss acquisition of Renewal Energy Credits (RECs) **3**
- Discuss Council President appointment process **5**
- Discuss cost of a new City Hall **11**
- Discuss the Mayor recall petition **15**

#11

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Time Spent: 00:01:47
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Page 1

Q1

Name

Chi Nguyen

Q2

Please rank these topics in order of preference for discussion.

- Discuss ways to reduce the 2025 budget by 5% **12**
 - Discuss the legacy and impact of "deferred" maintenance **9**
 - Discuss if Council should continue to comment after public speaking **4**
 - Discuss changes to improve online Council meeting recording **1**
 - Discuss guidelines or policy for Council participating in social media, email, texting, etc during Council meetings **7**
 - Discuss ways to be more efficient at meetings to reduce meeting length **2**
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 - Consider changing the form of government **13**
 - Discuss ways to improve public communications **5**
 - Discuss policies/actions to deliver meaningful and sustainable tax relief to residents **10**
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 - Discuss next solid waste collection contract and costs **8**
 - Discuss acquisition of Renewal Energy Credits (RECs) **6**
 - Discuss Council President appointment process **15**
 - Discuss cost of a new City Hall **11**
 - Discuss the Mayor recall petition **16**
-

#12

COMPLETE

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Last Modified: Wednesday, August 14, 2024 6:36:37 PM
Time Spent: 00:05:59
IP Address: 136.33.59.165

Page 1

Q1

Name

Tyler

Q2

Please rank these topics in order of preference for discussion.

- | | |
|---|-----------|
| Discuss ways to reduce the 2025 budget by 5% | 11 |
| Discuss the legacy and impact of "deferred" maintenance | 7 |
| Discuss if Council should continue to comment after public speaking | 13 |
| Discuss changes to improve online Council meeting recording | 15 |
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| Discuss Council President appointment process | 8 |
| Discuss cost of a new City Hall | 1 |
| Discuss the Mayor recall petition | 16 |
-



City Council Policy: CP029 - President of the Council

Effective Date: June 5, 2017

Amends: April 7, 2014

Approved By: Governing Body

I. SCOPE

II. PURPOSE

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

III. RESPONSIBILITY

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

IV. DEFINITIONS

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

V. POLICY

- A.** The Councilmember that has the longest consecutive tenure and has not yet been President of the Council will be nominated as the President of the Council and confirmed by a simple majority vote.
- B.** If there are multiple Councilmembers that have the same tenure, the nominee for President of the Council will be chosen by ward in numerical order.
- C.** If a Councilmember chooses not to be nominated for President of the Council, the Councilmember with the second longest consecutive tenure and has not yet been President of the Council will be nominated.
- D.** If all Councilmembers have served as President of the Council, the Councilmember with the longest consecutive tenure will be nominated as President of the Council.

MAYOR'S ANNOUNCEMENTS
Tuesday, September 3, 2024

JazzFest	09/07/2024	3 – 10 p.m.
Diversity Committee	09/10/2024	4:00 p.m.
Planning Commission	09/10/2024	7:00 p.m.
Parks and Recreation Committee	09/11/2024	4:00 p.m.
Arts Council	09/11/2024	5:30 p.m.
Arts Council State of the Arts gallery reception	09/11/2024	7:00 p.m.
Lancer Day	09/13/2024	12:30 p.m.
City Council	09/16/2024	6:00 p.m.

INFORMATIONAL ITEMS
September 3, 2024

1. JazzFest Committee meeting minutes – August 27, 2024
2. 2024 First-half crime report
3. September plan of action

Prairie Village Jazz Fest 2024
Committee Meeting
Tuesday August 27, 2024, 5:30 p.m.
Multipurpose Room

Attendees

Dave Robinson	City Council Liaison
Dave Hassett	Food and Beverage Chair
J.D. Kinney	Special Events Coordinator, Committee Chair
Kyle Vanlanduyt	Master of Ceremonies
Joyce Hagen Mundy	Volunteer Chair
John Wilinski	Artist Relations and Backstage Chair
Elissa Andre	Marketing Chair
Brooke Morehead	Member at Large
Mary Ann Watkins	Member at Large
Sgt. Josh Bernal	Prairie Village Police Liaison

Committee Chair's Report

Repair of the Harmon Park stairs and additional landscaping scheduled to be completed prior to Jazz Fest

Sgt Josh Bernal is the PV PD liaison to Jazz Fest 2024. He discussed overnight security, onsite officer staffing, Med Act, and parking lot patrol. Possible drone flyover to assess crowd size and seating concentration.

Additional workers from PV Public Works have been requested for Saturday morning September 7 for tent set up and table and chair placement

The MPR will be furnished with food and refreshments for PV Public Works and Police Department staff after 3:00 pm.

Talent

Artist lanyards to be distributed at sound check

Risers/chairs/music stands confirmed from SME by Alex Toepfer

Sound checks schedule:

SME Blue Knights	1:45-2:30
Sons of Brasil	11:15-12:00
Back Alley Brass Band	1:00-1:45
Pete Fucinaro Quartet	10:30-11:15
Adam Larson Band	12:00-1:00

Meet and Greet tent sited at sidewalk entrance to backstage area.

F&B

Non-alcoholic beverages for sale to be picked up from Sams Club 9/30

We have 4 cases of donated water to use for volunteers (entrance gates)

15 boxes of red and of chardonnay ordered at Rimann. Pickup on 9/7

Crawford Distributors has finalized adult beverage selection and quantities.

Plan to site food trucks behind new Harmon Park Pavilion

Beverage sales tent to be sited in its traditional location but reduced in size to 20x30

Hospitality Area

Hospitality tent 20x30 sited in grass between Harmon Park Pavilion east wall and pool sidewalk. Will use pavilion outlet for lighting

Infrastructure

Stage to be constructed beginning Thursday September 5.

Rented tents, tables and chairs to be delivered Thursday September 5.

Rented generator for food trucks and other power needs as per usual layout. Power outlets in the pavilion will be used for Ice Truck, Beverage Sales tent and Butterfluff Popcorn and as needed for backup.

Marketing

Jazz Fest fans received, 100+ distributed at VillageFest (July 4).

Tshirts (65) in assorted sizes ordered for volunteers. Delivery scheduled for this week

Can koozies (100) scheduled to be delivered this week

Yard signs distributed August 27. Placement at intersections by Labor Day weekend

11x17 posters (75) for PV Village/Corinth Square distributed by Mary Ann Watkins

Radio spots on The Bridge have begun

KCUR spots will begin September 1.

Social media likes exceeding 2,000.

City Committees/Exhibitor Tents

PV Foundation to sell Jazz Fest blankets, past year t-shirts, possible raffle item

PV Arts Council will have a tent

The Jazz Fest Committee will meet on Friday September 6 at 5:00 pm at the beverage tent to do a site tour and familiarize Committee members with the Fest layout

The final JazzFest Committee meeting will be held Tuesday, September 24, 2024, in the Multipurpose Room at PV City Hall at 5:30 pm

The meeting concluded at 6:45 p.m

Respectfully submitted: JD Kinney

PRAIRIE VILLAGE FIRST HALF CRIME REPORT - 2024

	2020	2021	2022	2023	2024	Average	2024+/-
Calls For Service							
Calls By Officers	3,194	3,106	3,871	4,023	4,057	3,650.2	406.8
Calls By CSOs	545	508	517	553	478	520.2	-42.2
Calls For Service Total	3,739	3,614	4,388	4,576	4,535	4,170.4	364.6
Offenses							
Burglary Residence	9	9	8	14	5	9.0	-4.0
Aggravated Burglary	0	7	3	4	7	4.2	2.8
Burglary Business / Church / Other	2	1	0	0	2	1.0	1.0
Arson	0	0	0	0	0	0.0	0.0
Assault / Battery	30	49	35	34	42	38.0	4.0
Criminal Damage	43	39	50	63	34	45.8	-11.8
Forgery	4	5	5	4	10	5.6	4.4
Fraud	24	34	49	49	36	38.4	-2.4
Homicide	1	1	0	0	0	0.4	-0.4
Rape	1	2	0	2	0	1.0	-1.0
Robbery	2	0	1	1	0	0.8	-0.8
Sex Offenses	4	6	0	3	2	3.0	-1.0
Trespassing	6	7	0	1	0	2.8	-2.8
Weapons Violations	6	3	2	4	2	3.4	-1.4
Offenses Total	132	163	153	179	140	153.4	-13.4
Thefts							
All Other Theft	33	14	25	33	18	24.6	-6.6
Auto Theft	11	22	31	22	24	22.0	2.0
Shoplifting	14	7	11	9	6	9.4	-3.4
Theft from Building	19	19	11	28	20	19.4	0.6
Theft from Motor Vehicle	20	45	46	24	35	34.0	1.0
Theft of Motor Vehicle Parts	3	10	11	14	0	7.6	-7.6
Thefts Total	100	117	135	130	103	117.0	-14.0
Arrests							
Alcohol Related	18	16	10	4	8	11.2	-3.2
Drug Arrests	52	28	37	37	34	37.6	-3.6
DUI	63	62	56	52	39	54.4	-15.4
Arrests Total	133	106	103	93	81	51.6	29.4
Crashes							
No Injury	79	85	93	102	61	84.0	-23.0
Injury	25	30	29	33	32	29.8	2.2
Hit and Run Accidents	8	19	13	19	10	13.8	-3.8
Private Property	3	1	1	0	4	1.8	2.2
Fatal	0	0	0	0	0	0.0	0.0
Crashes Total	115	135	136	154	107	129.4	-22.4


	2020	2021	2022	2023	2024	Average	2024+/-
Crime Prevention							-
Open Door (Garage / Car)	188	258	196	178	145	193.0	-48.0
Residence Checks	36	34	40	43	22	35.0	-13.0
House Checks	83	94	167	313	259	183.2	75.8
Crime Prevention Total	307	386	403	534	426	411.2	14.8
Miscellaneous							-
Failure to Yield	0	41	28	63	53	37.0	16.0
Medical Calls	210	221	390	558	787	433.2	353.8
Mental Health Total	165	149	104	131	130	135.8	-5.8
Traffic Stops	2,895	4,247	2,583	3,713	2,888	3265.2	-377.2
Miscellaneous Total	3,270	4,658	3,105	4,465	3,858	3,871.2	-13.2

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: August 27, 2024

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: SEPTEMBER PLAN OF ACTION

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

- 2025 Budget Final Adoption - Jason (08/24)
 - Exceeding Revenue Neutral Rate Public Hearing - Jason (09/24)
 - Budget Adoption Public Hearing - Jason (09/24)
- PV Foundation Fall Meeting - Meghan (09/24)
- End of Pool Season Wrap Up - Meghan (09/24)
- Holiday Event Planning - Meghan/JD (09/24)
- Community Center
 - Meeting w/Shawnee Mission School Dist - Keith (09/24)
 - Finance Committee Input - Keith/Jason (09/24)
 - Draft Agreements between County/YMCA/City - Keith (09/24)
 - 3rd Community Meeting - Staff (09/24)
- Feasibility Study/Mission Road Bible Church - Melissa/Staff (09/24)
- Everyg Update - Wes (09/24)
- Insurance Committee Meeting (Health Premiums) - Cindy (09/24)
- Hispanic Heritage Celebration - Tim (09/24)
- Climate Action Plan Race to Zero CDP reporting - Ashley/Meghan (09/24)

In Progress

- Lancer Day - PD/Mayor (08/24)
- Council Work Session Topics - Meghan (08/24)
- State of the Arts - Nickie/Arts Council (08/24)
- JOCO Homeless Service Center - Wes (08/24) [Pending Lenexa Outcome]
- Ward Meeting Facilitation - Meghan/Ashley (08/24)
- JazzFest - Meghan/JD/Staff (07/24)
- Kansas Gas Franchise Agreement - Adam/Alex (05/24)
- Outdoor Warning Siren Replacement 79th & Roe - Tim (05/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Update City Employees Code of Ethics - Cindy/Tim (03/24)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)

- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)
- Short Term Rental Update - Nickie/Alex (05/23)
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Research Viability of Interior Rental Inspections - Nickie (06/19)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)

Completed

- Sept/October Village Voice - Ashley (08/24)
- Back to School with a Firefighter - Meghan/PV Foundation (08/24)
- 2025 Budget - Jason (08/24)
 - Publish Budget
- Community Center - Staff (08/24)
 - YMCA Proforma
- KU Kickoff Permitting - Adam (07/24)
- Debris Monitoring Contracts - Tim (7/24)
- 2nd Quarter Financial Report - Jason (07/24)
- Crime Stats 6 Month Review - Chief (08/24)

Ongoing

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

Tabled initiatives

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