

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, May 01, 2017
6:00 PM

AGENDA

JORI NELSON, COUNCIL PRESIDENT

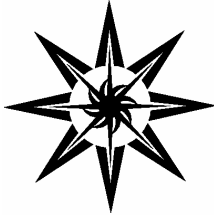
AGENDA ITEMS FOR DISCUSSION

Meadowbrook senior living facility update
Dial Realty representatives

Meadowbrook Update
Columbia Capital

- COU2017-21 Consider 2017 compensation study results and recommendations
Quinn Bennion
- COU2017-22 Consider changes to council policies related to election cycle changes
Joyce Hagen Mundy
- *COU2017-23 Consider approval of a Construction Contract with Kansas Heavy for the
Tomahawk Trail project
Keith Bredehoeft
- *COU2017-25 Consider approval of the 2018-2022 CARS Program
Keith Bredehoeft
- Proposed 2018 budget presentation- Overview Only
Lisa Santa Maria
- Police Department recommended 2018 budget presentation
Tim Schwartzkopf

***Council Action Requested the same night**



ADMINISTRATION

Council Committee Meeting Date: April 17, 2017

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 15, 2017

Consider 2017 compensation study results and recommendations

SUGGESTED MOTIONS (correlate with steps / recommendations in memo)

Motion 1:

Adopt the new salary ranges effective July 1 and bring incumbent employees into the new ranges.

Motion 2:

Adopt and support a strategy for new and existing employees below the midpoint (market) to reach the midpoint of their range by the end of 7 years. The plan would include annual performance reviews and a market adjustment for employees below the midpoint similar to the annual range adjustment but not below 1% per year.

Motion 3:

Support the City Administrator's recommended adjustments to meet the goal to remain competitive in the market rate of pay and retain employees. A one-time adjustment will be made in July and with the regular merit pool in January to bring employees closer to their anticipated placement in the range (only employees below their midpoint).

Motion 4:

Adopt the following adjustments to the employee benefit plan:

- Reduce sick time accrual by 8 hours a year (1 day)
- Addition of Veterans Day for 10 observed holidays per year
- Addition of 3 days of vacation at the end 15 years. The 20 year rate would stay the same as current.
- Increase family health insurance coverage from 75% city paid to 80% city paid

BACKGROUND

City Council reviewed the compensation study at their committee meeting on April 17th. The focus of the study was to verify position ranges, employee compensation and benefits against the competitive external market and validate internal equity. Gail Meriweather with Arthur Gallagher was secured to conduct the review and produce a study and she presented her findings at the committee meeting.

Department Heads met with Gail to discuss her findings and develop reasonable implementation strategies and recommendations for City Council to consider. Department Heads agree on the need to address position ranges and

remain competitive with the area market. The City currently lags in the position ranges and salaries in general.

Staff's implementation strategies and recommendations will be discussed at the Council committee meeting on May 1 and scheduled for final consideration at the Council meeting on May 15th.

The implementation of the compensation study is outlined in four steps:

1. Position salary ranges
2. Stay competitive with the market
3. Adjustments to existing salaries
4. Benefits review

Step 1: Position Salary Ranges

The compensation report includes changes to the position ranges. In general, the City's pay ranges lag the market. In summary, the compensation study recommends that 30 ranges increase, 3 ranges decrease slightly, 4 ranges remain about the same, and the introduction of 3 new positions: Information Technology Administrator, Dispatcher II and Public Information Officer / Deputy City Clerk.

Budget Considerations

The implementation cost will be approximately \$11,600 for six employees and will use existing budgeted 2017 salary funds.

Recommendation 1:

Adopt the new salary ranges effective July 1 and bring incumbent employees into the new ranges.

Step 2: Stay competitive with the market

The compensation study identifies that City salaries lag in comparison to the market by 9% (see compa-ratio in report).

City Administrator recommends that the City pay employees competitively. The study recommends selecting a reasonable amount of time for a strong performer to reach the midpoint of their range. Staff recommends adopting a statement to employees that by the end of their 7th year in the same position, a good performer can expect to be at the midpoint of their position range. The plan would include annual performance reviews (similar to the current practice) and a market adjustment for employees below the midpoint at a rate similar to the annual range adjustment but not below 1% per year.

Budget Considerations

The merit pool and market adjustment have not been set for the 2018 budget as of this date. The estimates in this memo will use similar numbers to the previous years.

Assumptions:

- 3.5% merit pool – actual amount is based on an employee’s annual performance review. Exact amount will be established as part of the 2018 budget process.
- 1.5% market adjustment – this amount is similar to the annual range adjustment. Exact amount will be determined in December 2017 based on report from Arthur Gallagher.

The following calculation estimates the increment increase from 2017 actual to 2018 estimate. These estimates include all existing employees at current salaries. The market adjustment is only applied to employees below their position midpoint and excludes employees currently above the midpoint or above the midpoint after the merit adjustment.

WITHOUT other adjustments included in this memo:

Total city-wide increase resulting from a 3.5% salary pool:

\$ 203,468

Total city-wide increase resulting from a 1.5% market adjustment:

\$ 56,850

WITH other adjustments included in this memo:

Total city-wide increase resulting from a 3.5% salary pool:

\$ 208,625

Total city-wide increase resulting from a 1.5% market adjustment:

\$ 47,955

These estimates will be different than included in the 2018 budget as these estimates do not account for vacant positions, possible promotions and other adjustments included in this memo.

Recommendation 2:

The City adopt and support a strategy for new and existing employees below the midpoint (market) to reach the midpoint of their range by the end of 7 years. The plan would include annual performance reviews and a market adjustment for employees below the midpoint similar to the annual range adjustment but not below 1% per year.

Step 3: Adjustments to existing salaries

With current salaries lagging the market, the study recommends market adjustments to bring employee salaries closer to the market for salaries below the midpoint of the range. The implementation of this portion of the compensation study takes a balance of meeting the goals set in Step 2, being fair and reasonable, keeping within the current budget, and managing implications for future budgets. The City Administrator worked with Department Heads to estimate one-time strategic adjustments for employees below the midpoint. The adjustment would be formula based and use last year’s merit review, tenure in the position and current placement in the new range.

The focus will be on employees with a salary below the midpoint with tenure two or more years that are not at the benchmark location in their range.

The preliminary calculations for one-time adjustment in July 2017:

Summary of adjustments (preliminary)

Department	Current employee count	Employees with adjustment
Police Dept	54	22
City Hall	21	6
Public Works	28	5
Totals	103	33

The salary changes proposed in July would primarily impact front line employees (non-supervisory positions) with 31 of the 33 employees as front line. Monetarily, 75% of the adjustments occur in the Police Department. Note that the total employee count is 103 due to current vacant positions in Police Department and Public Works.

Budget Considerations

Preliminary calculations place this adjustment at about \$67,000 for a mid-year increase in July 2017 with an annual salary impact of \$135,000.

Recommendation 3:

Support the City Administrator’s recommended adjustments to meet the goal to remain competitive in the market rate of pay and retain employees. A one-time adjustment will be made in July and the regular merit pool in January to bring employees closer to their anticipated placement in the range (only employees below their midpoint).

Step 4: Review of benefits

The compensation study included the review of employee benefits with comp cities such as vacation time, holidays, sick leave, pensions, and health insurance. There are areas where the city lags the market, similar to the market and ahead of the market.

Budget Considerations:

- Reduce sick time by 8 hours a year (1 day) – Savings is difficult to estimate as most employees do not use the last 8 hours of their annual sick leave. For estimate purposes, the approximate savings is similar to the amount for the addition of a 10th holiday.
- Addition of Veterans Day for 10 observed holidays per year – The impact of a holiday is difficult to estimate. The salary pool does not increase for an additional holiday as the day is already accounted into an employee’s annual salary. The increment cost is limited to emergency personnel for the overtime or comp time to cover someone who is off (if needed) as a result of an additional holiday. The increased cost is similar to the amount offset by the reduction of a day of sick time.
- Addition of 3 days of vacation at the end 15 years. The 20 year rate would stay the same as current. There are 8 employees that have tenure over 16 years and less than 21 years. In summary, the 8 employees will accrue 3 more days

of vacation earlier than the 21 year mark. The increment cost is limited to emergency personnel for the overtime or comp time to cover someone who is off (if needed) as a result of the additional three vacation days.

- Increase family health insurance coverage from 75% city paid to 80% city paid. There are 27 employees that have elected for family coverage. The monthly city contribution would rise from \$1,304.45 to \$1,391.41 per family. This results in an increased annual cost of \$28,175.

Recommendation 4:

Adopt the following adjustments to the employee benefit plan:

- Reduce sick time accrual by 8 hours a year (1 day)
- Addition of Veterans Day for 10 observed holidays per year
- Addition of 3 days of vacation at the end 15 years. The 20 year rate would stay the same as current.
- Increase family health insurance coverage from 75% city paid to 80% city paid

Questions / Responses from the April 17th meeting

The following questions were asked by Council at the April 17th meeting.

1. What is the benefit cost for every additional dollar of salary?

The chart below captures the benefits that are calculated as a percentage of employee salary in 2017. There are other benefits, such as health insurance that is based on employee coverage.

Benefit cost per \$1 of additional salary - 2017

Benefit	Non-commissioned EE	Commissioned EE (police officer & command staff)
FICA	\$0.0765	\$0.0765
SUI (unemployment)	\$0.0031	\$0.0031
KPERS	\$0.1046	-
Police Pension	-	\$0.1977
401a	\$0.0523	-
Increase in benefit per \$1 of salary	\$0.24	\$0.28

2. What is the average tenure of the employees by department?

Tenure of City of Prairie Village employees in their current position

Department	Number of EE's	Average tenure (yrs)
City Hall	21	5.52
Police Department	54	6.17
Public Works	28	7.09
Total	103	6.26

Note: Chart does not include vacant positions. The numbers are years in current position.

3. What is the yearly impact of the recommended adjustments?

The chart below captures the overall estimated costs of the recommended adjustments in this memo.

Summary of budget considerations resulting from recommendations

Recommendation	2018 salary with recommendations	2018 salary without recommendations
Current 2017 salary	\$ 5,813,385	\$ 5,813,385
1) New ranges	\$ 11,600	-
2) 3.5% merit	\$ 208,625	\$ 203,468
2) 1.5% market	\$ 47,955	-
3) one-time adjustment	\$ 135,000	-
4) holiday / sick change (offsetting)	-	-
4) vacation +3 days at 16 yrs	?	-
4) health insurance	\$ 28,175	-
Total salary	\$ 6,244,740	\$ 6,016,853

Note: These estimates will be different than included in the 2018 budget as these estimates do not account for vacant positions, possible promotions, conservative estimates and other adjustments.

Conclusion

The timing of the compensation study and adjustments align well with the budget process. The outlook for the 2018 budget is favorable with additional sales tax revenue and strong reappraisal growth.

This strategy is a prolonged commitment to employees. Council will discuss and vote on the recommendations at the Committee meeting on May 1. Final approval is expected on May 15th Council meeting. After the approval, the personnel services expenses can be estimated for the 2018 budget.

ATTACHMENTS:

- Retirement plan summary: PV Police Pension and KP&F
- Agenda information form from the April 17th meeting
- Recommended salary ranges with current and proposed ranges (2 pgs)
- Compensation Study conducted by Arthur Gallagher Co. (23 pgs)
- Presentation for Monday night's meeting – Arthur Gallagher Co. (12 pgs)

PREPARED BY:

Quinn Bennion, City Administrator
Date: April 27, 2017

Comparison of Kansas Police and Fire (KP&F) and PD Pension Plan

	KP&F	PVPD Pension Plan
Benefit formula	2.5% x avg monthly compensation x credited service	2.5% x avg monthly compensation x credited service
Monthly compensation	Includes overtime wages	Base pay / no overtime
Maximum service	36 years – 90%	30 years – 75%
Employee contribution	7.15%	4% / 8% after year 25
Normal Retirement	Age 50 w/ 25 years Age 55 w/ 20 years	Age 55 or 20 years
Fully vested	15 years	15 years

Both are defined benefit plans.

Currently, KP&F agencies contribute 19.03% of salary. That percentage will be 20.09% in 2018, and projected to be 22.02% in 2019.

Currently, the City contributes 19.63% of salary for the Police Pension. Those costs are also projected to rise in 2018.

The comparison above is for general benefits at separation. There are other differences related to death benefits, disability payments, beneficiaries, service buy back, that would require a more in depth comparison.



ADMINISTRATION

Council Committee Meeting Date: April 17, 2017

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 15, 2017

Consider 2017 compensation study results and recommendations

City Council commissioned a compensation study in preparation for the 2018 budget process. The last comprehensive compensation study was completed and implemented in 2006. The focus of the study was to verify position ranges, employee compensation and benefits against the competitive external market and validate internal equity. The Finance Committee interviewed interested firms and selected Gail Meriweather with Arthur Gallagher to conduct the review and study.

Ms. Meriweather has completed her research, information gathering, interviews and analysis to compile the report. She examined ranges in 10 peer cities in Kansas and referred to many comp/salary studies. She will be in attendance on Monday night to present her finding and recommendations to City Council.

Department Heads met with Gail to discuss her findings and develop reasonable implementation strategies and recommendations for City Council to consider. Department Heads agree on the need to address position ranges particularly the positions that are difficult to fill and retain such as police officer, dispatcher and technical positions. The area market for police officers is very competitive and the City is currently five officers short. Training an officer takes almost a year at \$50,000 an officer. Retaining good employees is a cost effective strategy over time.

The study and implementation strategies will be discussed at the next three council meetings:

- Committee meeting on April 17
- Committee meeting on May 1
- Council meeting on May 15

The implementation of the compensation study is shown in four Steps:

1. Position salary ranges
2. Stay competitive with the market
3. Adjustments to existing salaries
4. Benefits review

Step 1: Position Salary Ranges

The compensation report includes changes to the position ranges. In general, the City's pay ranges lag the market.

There are currently 42 position titles (for full-time employees). The new recommended schedule includes 40 position titles. The new pay ranges were reviewed by department heads and, with only a few exceptions, agreed with the new ranges.

In summary, it is recommended that 30 ranges increase, 3 ranges decrease slightly, 4 ranges remain about the same, and the introduction of 3 new positions: Information Technology Administrator, Dispatcher II and Public Information Officer / Deputy City Clerk. A change in the range does not necessarily translate to a change in an employee's salary.

There are six (6) employees that fall below the new ranges - mostly new hires. To bring these employees into their range is about \$11,600.

Recommendation 1:

In July, adopt the new salary ranges and bring incumbent employees into the new ranges. The implementation cost will be approximately \$11,600 and will use existing budgeted funds for employee salaries.

Step 2: Stay competitive with the market

The compensation study identifies that City salaries lag in comparison to the market by 9% (see compa-ratio in report).

Staff seeks Council's direction on where we want to be in the area market and what is the City's goal of attracting and retaining employees through a sustained pay structure. The study recommends selecting a reasonable amount of time for a strong performer to reach the midpoint of their range. Ms. Meriweather suggests that employees should reach the market rate in 5-7 years depending on proven job performance. It is the staff's recommendation to remain at market and stay competitive, particularly key positions such as police officer and dispatcher.

Recommendation 2:

It is recommended that the City adopt and support a strategy for new and existing employees below the midpoint (market) to reach the midpoint of their range by the end of 7 years. The plan would include annual performance reviews with associated merit raises for all employees - similar to the current practice. The strategy would also include a market adjustment for employees below the midpoint similar to the annual range adjustment but not below 1% per year. For example, depending on the market and budget parameters, a new employee could be eligible for an annual merit adjustment for good performance (approximately 3.5%) and 1.5% for a market adjustment. For employees with a salary near or above the midpoint, they would receive a merit based on their annual performance review – same as the current practice. The exact percentages would be determined annually as part of the budget process and based on area indexes, market and budget restraints.

Step 3: Adjustments to existing salaries

With current salaries lagging the market, the study recommends market adjustments to bring employee salaries closer to the market for salaries below the midpoint of the range. The study states "For incumbents who have been with the City for an extended period of time and whose performance warrants it, the City should consider

developing a strategy to address any compression and inequity issues that may exist upon implementation of a new salary range.”

The implementation of this portion of the compensation study takes a balance of meeting the goals set in Step 2, being fair and reasonable, keeping within the current budget, and managing implications for future budgets. The City Administrator worked with Department Heads to estimate one-time strategic adjustments for employees below the midpoint. The adjustment would be formula based and use last year's merit review, tenure in the position and current placement in the new range.

The focus will be on employees with a salary below the midpoint with tenure two or more years that are not at the benchmark location in their range. It is imperative that any adjustments be fair and equitable.

To put this plan in motion, it is recommended to make a mid-year adjustment in July and complete the increase in January 1 as part of their annual merit adjustment.

Preliminary calculations place this adjustment at about \$67,000 for a mid-year increase in July 2017 with an annual salary impact of \$135,000 or just below 1.5% of the city's annual salary budget of \$9,280,000.

The preliminary calculations for Step 3 results in adjustments for:

Summary of adjustments (preliminary)

Department	Current employee count	Employees with adjustment
Police Dept	54	22
City Hall	21	6
Public Works	28	5
Totals	103	33

The salary changes proposed in July would primarily impact front line employees (non-supervisory positions) with 31 of the 33 employees as front line. 75% of the adjustments occur in the Police Department. Note that the total employee count is 103 due to current vacant positions in Police Department and Public Works.

Recommendation 3:

The City Administrator will continue to work with Department Heads to meet the goals established in Step 2 to remain competitive in the market rate of pay and retain employees. The goal established in Step 2 would be used to determine a reasonable adjustment amount for tenured employees below the midpoint and to stay within salary budget in 2017. The plan is to make one-time adjustments in July and the regular merit pool in January to bring employees closer to their anticipated placement in the range (those below midpoint).

Step 4: Review of benefits

The compensation study included the review of employee benefits with comp cities such as vacation time, holidays, sick leave, pensions, and health insurance. There are areas where the city lags the market, similar to the market and ahead of the market. The differences are identified in the study. The City Administrator and Department Heads reviewed the study results and recommend the following changes to the benefit structure.

Recommendation 4:

- Reduce sick time by 8 hours a year (1 day)
- Addition of Veterans Day for 10 observed holidays per year
- Addition of 3 days of vacation at the end 15 years. The 20 year rate would stay the same as current.
- Increase family health insurance coverage from 75% city paid to 80% city paid

Staff is still reviewing the study and calculating the financial impact. The estimated costs associated with the changes to benefits will be provided at the May 1 committee meeting.

The single insurance coverage comparison shows the City is ahead of the market in paying for 100% of the single employee coverage. There is an explanation for this policy. All employees are mandated to sign-up for health insurance with the City. The requirement keeps the insurance group above 100 employees which is an advantage to the plan pricing and doesn't require individual underwriting when the plan is taken to the market. The city's benefits consultant states that when the City requires / mandates coverage, there must be a plan choice that is paid in full.

Conclusion

The timing of the compensation study and adjustments align well with the budget process. The outlook for the 2018 budget is favorable with additional sales tax revenue and strong reappraisal growth.

This strategy would be a prolonged commitment to employees. Council will discuss the study and recommendations at the next Committee meeting on May 1.

ATTACHMENTS:

- Recommended salary ranges with current and proposed ranges (2 pgs)
- Compensation Study conducted by Arthur Gallagher Co. (23 pgs)
- Presentation for Monday night's meeting – Arthur Gallagher Co. (12 pgs)

PREPARED BY:

Quinn Bennion, City Administrator

Date: April 14, 2017

July 2017 - City of Prairie Village

Proposed Salary Ranges

Job title	New Salary Range		Current Salary Range	
	Min	Max	Min	Max
Level 17				
City Administrator	\$127,620	\$191,440	\$115,581	\$172,658
Level 16				
	\$115,600	\$173,400		
PD 7				
Police Chief	\$111,290	\$179,390	\$89,711	\$134,013
Level 15				
	\$104,710	\$157,070		
Level 14				
Finance Director	\$94,850	\$142,270	\$85,853	\$128,249
Assistant City Administrator	\$94,850	\$142,270	\$77,609	\$115,935
Public Works Director	\$94,850	\$142,270	\$90,851	\$135,715
Level 13				
	\$85,910	\$128,870		
PD 6				
Police Captain	\$85,170	\$119,779	\$78,136	\$116,721
Level 12				
	\$77,820	\$116,720		
Level 11				
Senior Project Manager	\$70,490	\$105,730	\$66,641	\$98,002
Human Resources Manager	\$70,490	\$105,730	\$45,426	\$67,858
Information Technology Administrator	\$70,490	\$105,730		
PD 5				
Police Sergeant	\$67,570	\$93,140	\$66,823	\$89,097
Level 10				
Field Superintendent	\$63,850	\$95,770	\$56,739	\$84,757
City Clerk	\$63,850	\$95,770	\$58,316	\$87,115
Building Official	\$63,850	\$95,770	\$62,877	\$93,927
PD 4				
Police Corporal	\$58,250	\$81,000	\$56,489	\$75,319
Level 9				
	\$57,830	\$86,750		
Level 8				
Court Administrator	\$52,380	\$78,580	\$49,284	\$73,622
IT Police Technical Specialist	\$52,380	\$78,580	\$40,000	\$60,000
Project Inspector	\$52,380	\$78,580	\$48,368	\$72,193
Public Information Officer/ Deputy City Clerk	\$52,380	\$78,580		
Level 7				
Construction- Right of Way Inspector	\$47,450	\$71,170	\$43,934	\$65,630
Building Inspector	\$47,450	\$71,170	\$43,934	\$65,630
Assistant to the City Administrator	\$47,450	\$71,170	\$44,706	\$73,633
Office Manager	\$47,450	\$71,170	\$43,846	\$65,499
Crew Leader	\$47,450	\$71,170	\$46,751	\$66,002

Level 6				
Executive Assistant	\$42,980	\$64,460	\$42,181	\$63,012
Dispatcher II	\$42,980	\$64,460		
Codes Support Specialist	\$42,980	\$64,460	\$42,181	\$63,012
PD 3				
Police Officer	\$42,680	\$75,126	\$41,660	\$65,745
Level 5				
Sr. Maintenance Worker	\$38,930	\$58,390	\$40,804	\$57,605
Dispatcher	\$38,930	\$58,390	\$36,992	\$56,577
Property Clerk	\$38,930	\$58,390	\$34,639	\$51,745
Code Enforcement Officer	\$38,930	\$58,390	\$40,514	\$60,522
PD 2				
Community Service Officer	\$38,140	\$54,310	\$34,464	\$51,483
Level 4				
Accounting Clerk	\$35,260	\$52,900	\$33,415	\$49,915
Records Clerk	\$35,260	\$52,900	\$33,411	\$49,911
Court Clerk	\$35,260	\$52,900	\$33,411	\$49,911
Mechanic	\$35,260	\$52,900	\$35,954	\$53,710
Maintenance Worker	\$35,260	\$52,900	\$33,833	\$47,763
Administrative Support Specialist	\$35,260	\$52,900	\$31,223	\$46,640
Level 3				
	\$31,940	\$47,920		
Level 2				
	\$28,940	\$43,400		
Level 1				
Receptionist	\$26,210	\$39,310	\$24,993	\$37,336
Laborer	\$26,210	\$39,310	\$26,397	\$37,266



CITY OF PRAIRIE VILLAGE KANSAS

SALARY ADMINISTRATION REPORT

Developed by: Gail T. Meriweather, MBA
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April 6, 2017

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INTRODUCTION

This report contains a summary of the activities, results, and recommendations of Gallagher Benefit Services, Inc. in the design and implementation of a salary administration program for the City of Prairie Village Kansas (the "City"). When developing the salary administration program three objectives were met: internal equity, external competitiveness, and ease of administration. These three categories make up the primary sections of this report.

INTERNAL EQUITY

A major concern in any compensation program is the assurance of internal equity. That is, positions are recognized for their level of contribution to the organization and like positions are grouped together according to the external market rate of pay. The process for the City was similar to systems used by other municipalities. A first consideration was to get up-to-date information on all positions, covering duties, responsibilities, reporting relationships, skills required, etc. This was achieved by analyzing written job descriptions, reviewing department structures, and conducting individual interviews with department directors.

The information gathered during this process served as the basis for conducting the market analysis, ranking the positions and developing salary ranges. The final product of this process is a hierarchical ranking creating 17 distinct salary grades shown in appendix A. Separate salary ranges were created for the police department. Those salary grades are also included in appendix A. This system will allow for greater consistency across departments and opportunities for career advancement while still competing fairly within the market place.

EXTERNAL COMPETITIVENESS

An equal consideration to internal equity in a compensation program is the value of positions in the organization, relative to the "marketplace". The marketplace is defined as other organizations that would be looking to recruit employees with similar backgrounds and skills as well as organizations that are similar in size. To determine the value for the City's positions, several survey sources were referenced. They included the following:

- Comp Data
- Kansas Municipal League Salary and Benefits Survey
- Kansas Wage Survey Kansas City MSA
- Mid America Regional Council
- Towers Watson Compensation Series
 - Office Support/ Administrative Report
 - Professional Administrative Report
 - Professional Specialized Report
 - Technical Skilled Report
- Wage Wizard

The following municipalities were also referenced:

- Derby Kansas
- Garden City Kansas
- Lawrence Kansas
- Leawood Kansas
- Lenexa Kansas
- Liberal Kansas
- Manhattan Kansas
- Merriam Kansas
- Olathe Kansas
- Overland Park Kansas
- Shawnee Kansas
- Wyandotte Kansas

The data from the surveys was "aged" to be effective as of a common date of July 2017. A statistical analysis was performed on the results to determine what adjustments, if any may be needed to meet the competitive market. The City's average compa ratio for base salaries is approximately 92%, indicating that on average the organization is paying slightly behind the external market. The City does have some employees paid below the minimum of the salary range. The cost to bring those employees up to the minimum of range is approximately \$12,717.00. The results also indicate there are no employees paid above the maximum of the salary ranges.

It is important to note that the compa-ratio is a comparison of an employee's base pay compared to the

salary range midpoints. Compa-ratios for each employee have been calculated. A compa-ratio of 100% means that, on average, employees are paid equal to the market midpoint. Compa-ratios less than 80% or greater than 120% could mean that organizations are paying much less or much greater than the market midpoint.

There may be several valid reasons for compa-ratios less than 80%. The majority of employees may be new or recent hires; they may be poor performers; or promotion may be so rapid that few employees stay in the job long enough to get into the high end of the range.

For compa-ratios greater than 120%, the reasons for this are the reverse of those mentioned above; a majority of workers with high seniority, high performance, low turnover, few new hires, or low promotion rates.

The market rate of pay for each position and the different levels within a class (when available) is shown in appendix B. The levels will be helpful in understanding pay as it relates the various levels of complexity within job classification. This will allow for making better decisions regarding entry pay as well as career expanding opportunities within a job classification.

Finally, while there are employees paid below the minimum of the proposed salary ranges, there are a number of employees whose compa-ratios are less than the City's average of 92%. For incumbents who have been with the City for an extended period of time and whose performance warrants it, the City should consider developing a strategy to address any compression or inequity issues that may exist upon implementation of the new salary ranges.

EMPLOYEE BENEFITS ANALYSIS

In addition to a compensation study, the City of Prairie Village (“the City”) also requested data in order to compare its employee benefit package to similar municipalities. The full analyses are contained in appendix C. Brief overviews of paid time off, health insurance, and retirement benefits are shown below.

PAID TIME OFF

The City of Prairie Village lags the market slightly as it relates to the number of vacation hours.

Paid Vacation							
	# of Vacation Hours Employees Accrue per Year of Employment					Carry-Over and/or Accumulation	
	1 Year	5 Years	10 Years	15 Years	20 Years	Can vacation hours be carried over from year-to-year?	Maximum # of hours allowed to be carried over
City of Prairie Village	88	120	160	160	200	Yes	2 times annual amount earned 320 cap
Comparable Cities Average	94	129	157	185	205	Yes	Varies

The City offers one fewer holiday and personal day than the average of the comparable cities. While the City grants more sick leave hours, the maximum accrual is slightly lower.

Paid Holiday and Sick Days						
	Holidays and Personal Days		Sick Time Accumulation		Pay Out for Unused Sick Leave	
	Paid holidays observed each year	Paid personal days offered per year	# of sick leave hours employees are granted each year	Maximum # of sick hours that may be accumulated	At employee separation?	At retirement?
City of Prairie Village	9	1	96	750	Yes 10% if over 5 years in job	Yes 20%
Comparable Cities Average	10	2	87	849	Varies	Varies

Health Insurance

Unlike the comparable municipalities, the City of Prairie Village pays the health insurance premiums for “employee only” coverage while the others pay approximately 92% of “employee only” premiums. Premium contributions for “employee and spouse” are consistent with all employers paying approximately 83% of premium costs.

	Premiums for an Employee Only				Premiums for an Employee and Spouse			
	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015
City of Prairie Village	100	0	\$459.47	9	83	17	\$1,112.09	9
Comparable Cities Average	92	9	\$538.46	9	83	17	\$1,192.54	9

The percentage paid by the City for “employee and dependent” premiums is fairly consistent with the comparable cities at approximately 83%. However the City pays a lower percentage of premium for “family” coverage 75% compared to 83%.

	Premiums for an Employee and Dependents				Premiums for a Family			
	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015
City of Prairie Village	83	17	\$1,112.09	9	75	25	\$1,638.92	9
Comparable Cities Average	84	16	\$1,125.24	9	83	17	\$1,529.21	9

The City’s total monthly premiums for each category is lower than the average of comparable cities with exception of “family coverage”.

RETIREMENT AND SALARY INCREASES

All of the municipalities participate in KPERS with the exception of the City's police department. They all offer deferred compensation. However, the City like only 20% of the municipalities contribute to the deferred compensation plan. Sixty percent of the comparable municipalities offer longevity pay while the City does not offer longevity pay. Finally, the City like only 40% of the comparable municipalities offer Cost of Living Adjustments.

	KPERS	KP&F	Deferred Compensation		Salary Increases	
	City Employees	Police Officers	Additional options to enroll in a deferred comp plan?	City contribute to this plan?	Longevity pay and/or increases?	COLA
City of Prairie Village	60	0	No (457(b))	Yes	No	No
Comparable Cities Average	10 Yes 0 No	9 Yes 0 No	10 Yes 0 No	2 Yes 8 No	6 Yes 4 No	4 Yes 6 No

SALARY ADMINISTRATION POLICIES

The Salary Administration Policy Manual is attached to this report. This manual will serve as recommendations for most salary actions, and outlines suggested policies for the City on compensation matters. The manual defines various categories of employees and how they should be treated within the program.

Salary administration issues covered include: transfers, promotions, demotions, and treatment of employees falling above or below range. This manual is not intended to cover absolutely every administration issue, or substitute for the good judgment of management, but does provide a guide to the majority of program concerns facing the organization.

Appendix A

SALARY RANGES

City of Prairie Village Kansas Preliminary Analysis

Job title	Salary Range	
	Min	Max
Level 17		
City Administrator	\$127,620	\$191,440
Level 16		
	\$115,600	\$173,400
PD 6		
Police Chief	\$111,290	\$179,390
Level 15		
	\$104,710	\$157,070
Level 14		
Finance Director	\$94,850	\$142,270
Assistant City Administrator	\$94,850	\$142,270
Public Works Director	\$94,850	\$142,270
Level 13		
	\$85,910	\$128,870
PD 5		
Police Captain	\$85,170	\$119,779
Level 12		
	\$77,820	\$116,720
Level 11		
Senior Project Manager	\$70,490	\$105,730
Human Resources Manager	\$70,490	\$105,730
Information Technology Administrator	\$70,490	\$105,730
PD 4		
Police Sergeant	\$67,570	\$93,140
Level 10		
Field Superintendent	\$63,850	\$95,770
City Clerk	\$63,850	\$95,770
Building Official	\$63,850	\$95,770
PD 3		
Police Corporal	\$58,250	\$81,000
Level 9		
	\$57,830	\$86,750

Level 8		
Court Administrator	\$52,380	\$78,580
Project Inspector	\$52,380	\$78,580
Public Information Officer/ Deputy City Clerk	\$52,380	\$78,580
IT Police Technical Specialist	\$52,380	\$78,580
Level 7		
Construction- Right of Way Inspector	\$47,450	\$71,170
Building Inspector	\$47,450	\$71,170
Assistant to the City Administrator	\$47,450	\$71,170
Crew Leader	\$47,450	\$71,170
Office Manager	\$47,450	\$71,170
Level 6		
Executive Assistant	\$42,980	\$64,460
Codes Support Specialist	\$42,980	\$64,460
Dispatcher II	\$42,980	\$64,460
PD 2		
Police Officer	\$42,680	\$75,126
Level 5		
Sr. Maintenance Worker	\$38,930	\$58,390
Dispatcher	\$38,930	\$58,390
Property Clerk	\$38,930	\$58,390
Code Enforcement Officer	\$38,930	\$58,390
PD 1		
Community Service Officer	\$38,140	\$54,310
Level 4		
Accounting Clerk	\$35,260	\$52,900
Records Clerk	\$35,260	\$52,900
Court Clerk	\$35,260	\$52,900
Mechanic	\$35,260	\$52,900
Maintenance Worker	\$35,260	\$52,900
Administrative Support Specialist	\$35,260	\$52,900
Level 3		
	\$31,940	\$47,920
Level 2		
	\$28,940	\$43,400
Level 1		
Laborer	\$26,210	\$39,310
Receptionist	\$26,210	\$39,310

Appendix B

MARKET RATES

City of Prairie Village Kansas Market Rates 2017

Job Title	Market Rate
Accounting Clerk I	\$34,652
Accounting Clerk II	\$38,577
Accounting Clerk III	\$43,800
Receptionist	\$31,465
Office Assistant	\$37,657
Administrative Assistant I	\$36,660
Administrative Assistant II	\$41,735
Administrative Assistant III	\$51,277
Executive Assistant	\$51,227
Assistant City Administrator	\$117,634
Assistant to City Administrator	\$53,321
Building Inspector I	\$49,981
Building Inspector II	\$57,238
City Clerk	\$77,815
Deputy City Clerk	\$61,118
City Manager	\$155,475
Building Official	\$76,696
Codes Enforcement Officer	\$44,738
Codes Support Specialist	\$40,966
Construction Inspector I	\$49,067
Construction Inspector II	\$58,143
Construction Inspector III	\$68,294
IT Administrator I (Computer Systems Administrator I)	\$45,000
IT Administrator II (Computer Systems Administrator II)	\$54,050
IT Administrator III (Computer Systems Administrator III)	\$65,950
IT Administrator IV (Computer Systems Administrator IV)	\$86,500
Court Administrator	\$62,798
Court Clerk I	\$35,517
Court Clerk II	\$48,155
Crew Leader	\$61,766
Director of Finance	\$122,791
Field Superintendent	\$78,969

Human Resources Generalist I	\$50,158
Human Resources Generalist II	\$59,195
Human Resources Generalist III	\$74,972
Human Resources Generalist IV	\$89,627
Human Resources Manager	\$87,799
IT Administrator	\$87,072
IT Police Technical Specialist	\$60,435
Laborer I	\$29,815
Laborer II	\$39,750
Maintenance Worker I	\$35,096
Maintenance Worker II	\$40,939
Maintenance Worker III	\$48,708
Office Manager	\$62,071
Project Inspector I (Construction Coordinator I)	\$49,039
Project Inspector III (Construction Coordinator III)	\$64,909
Project Inspector IV (Construction Coordinator IV)	\$83,301
Project Inspector II (Construction Coordinator II)	\$58,649
Project Manager- Construction	\$91,087
Project Manager Sr. - Construction	\$127,691
Public Information Officer	\$67,091
Public Works Director	\$114,972
Service Mechanic I	\$34,550
Service Mechanic II	\$43,606
Service Mechanic III	\$53,970
Traffic Sign Tech	\$61,503
Traffic Signal Tech I	\$50,571
Traffic Signal Tech I	\$57,088

CITY OF PRAIRIE VILLAGE KANSAS

SALARY ADMINISTRATION POLICIES & PROCEDURES

April 6, 2017

INTRODUCTION

POLICY

It is the policy of the City to administer pay in such a manner as to attract, motivate and retain the most highly qualified personnel available.

It is the intention of the City to evaluate positions in a consistent manner and place them in an appropriate pay structure that is competitive within our industry, local community and region.

We also intend to compensate each employee on the basis of his/her performance and contribution to the accomplishment of the City's objectives and provide incentives toward individual growth through a merit increase program.

The contents of this manual are presented as a matter of information only. While the City wholeheartedly believes in the plans, policies and procedures described herein, they are not conditions of employment. The City reserves the rights to modify, revoke, suspend, terminate or change any or all such plans, policies, in whole or in part, at any time, with or without notice. The language used in this manual is not intended to create, nor is it to be construed to constitute a contract between the City and any one or all of its employees.

SALARY MANUAL OBJECTIVE

This manual outlines the basic components of the City's compensation program to assist management in administering salaries. It is designed to cover most situations that may arise. If an exceptional situation occurs, please notify the City Administrator before proceeding. A course of action will be recommended that will ensure the City's salary actions are consistently fair and equitable.

COMMUNICATION OF SALARY INFORMATION TO EMPLOYEES

Communication with employees regarding the salary structure as it impacts their current position is important for motivation. Employees will generally receive information about their position upon hire and when evaluated. Information at these times should be restricted to:

- Beginning rate of pay.
- Dates of performance and salary reviews.
- Increases are based on performance and are not automatic.
- Employee's current rate of pay.
- Effective date of any pay change and the new rate of pay.
- Minimum, midpoint and maximum of the employee's pay range.
- Date of the next merit review, which is normally twelve (12) months after the last review.

ADMINISTRATION OF THE PROGRAM

This pay administration manual provides the City with the basic tools to assist in making pay decisions.

PAY STRUCTURE

The pay structure is reviewed periodically by the City to ensure that it remains competitive with local, regional and industry market pay. Management will receive the pay levels and position titles for all employees reporting to them.

Increases to the pay ranges do not result in a general "across the board" increase. Employees will be rewarded based on their individual performance.

SALARY LEVEL

The salary level is a numerical level assigned to each job that has been formally described and evaluated. This level reflects the job's evaluation and the dollar value currently being paid in the competitive labor market for positions in that level.

SALARY RANGE

Each salary level is assigned a dollar range that includes a minimum, midpoint, and maximum.

1. **Minimum**: The salary range minimum represents the lowest salary an employee should be paid when assigned the duties of a position in a particular level. This does not necessarily suggest that the minimum is the exclusive hiring rate, but new employees should generally not be paid less than the minimum. An employee's hiring rate should be determined by his or her qualifications and how they meet the required knowledge, skills, abilities, and experience as described in the job description.
2. **Midpoint**: The salary range midpoint is considered to be the current market rate for the job. Employees who are fully qualified and experienced in all aspects of their job should normally be paid at or near the salary range midpoint. Due to the annual increases in the salary range, however, an employee may be in a job classification for several years before reaching the midpoint of the salary range.

3. **Maximum:** The highest salary that can be paid for positions in a pay level is the salary range maximum. The salary range maximum is determined by establishing a reasonable percentage spread between the minimum and maximum rates. The additional portion of the range above the midpoint provides adequate opportunity for individual salary growth and ample opportunity for salary differentiation based upon performance.

PART-TIME PERSONNEL

Part-Time Personnel - Such personnel will receive an hourly rate corresponding to the level of position, when a defined position description exists. In all other cases, appropriate management will establish the hourly rate.

HIRING - STARTING RATES

Normally, new employees should be hired in the first quartile of the pay range established for that position unless a different pay rate is specifically requested, documented, and justified by a department director and approved by the City Administrator. Where an individual is unusually well qualified, the starting pay may be up to the midpoint of the range. Employment above the midpoint of the pay range is considered an exception to policy and requires prior review and approval. It is important not to hire an employee at too high a level within the range unless qualifications warrant the rate. This would tend to limit the opportunity for pay advancement, thereby immediately reducing the incentive that should be provided by the range.

PERFORMANCE REVIEWS

It is the intent of the City to make pay increases and related personnel actions based on an individual's merit; the employee's performance in his/her assigned position and overall contribution.

Salary planning will occur annually. As a part of that process, the supervisors will evaluate the overall performance level of their employees. *The personnel policies and procedures manual outline the procedure for performance reviews.* Approval of the review must be secured from the

appropriate personnel, who, in addition to approving the review, will be responsible for ensuring that an accurate measure of performance ratings exists among employees.

The review form should be forwarded to the next higher level of management for review of objectivity and organizational consistency. Concerns and/or approval on reviews will be noted and returned to the originating manager for review with the employee.

The supervisor and the employee must review the performance that has occurred and both must understand what was good about performance and what can be done to improve it. Each approved review will be retained in the personnel file.

INCREASE PROCESS

Salary increases are based upon individual employee performance, as determined in the performance management process. No increase will be provided to any employee receiving an overall unacceptable performance ranking.

Generally, the majority of employees assigned to a specific level will be clustered around the midpoint of the salary range. An employee with limited experience in a specific job, and satisfactory performance will normally be just below the midpoint. Employees with more experience and better performance should be placed at or slightly above the midpoint. Length of employment with the City and an employee's consistently outstanding contribution over a longer period of time are reasons his or her salary would be at or near the maximum of the salary range.

SALARY ADJUSTMENTS

Special Pay Adjustments - Special pay adjustments may be made in certain instances as a means of recognizing and alleviating pay compression brought on by increases in starting pay for entry-level positions.

A director or manager recognizing the need for a special pay adjustment for an employee must submit a request, a recent performance review, and supporting documentation. Normally, special pay

adjustments should be given no more than once a year to any qualified employee. They may be given when salary ranges are adjusted and employee's salaries must be adjusted to meet the new range minimum or when internal equity problems need to be addressed with corrective measures.

Position Transfer - A position transfer is the lateral movement of an employee from one position to another in the same salary level. Normally, it does not warrant any type of promotional increase. The former director or manager and the new director or manager will collaborate on the performance review and recommend an appropriate merit increase at the annual review.

Downgrade Change - If changing conditions or unsatisfactory performance require a transfer to a position in a lower level, a downward adjustment to the employee's pay will be made if the current pay rate exceeds the maximum rate of the new position.

Promotional Increases - Promotions are defined as the indefinite movement of an employee to a position with a definite increase in responsibility and authority, a clear-cut change in duties, and a change to a higher salary level.

Promotions may occur at any time during the year, without regard to the employee's normal salary review date. Upon the effective date of the promotion, a regular full-time employee is eligible for a promotion pay increase of not less than 5%. In determining the amount of the promotional increase:

- Identify the level at which employee is currently being paid.
- Assume satisfactory performance.
- Promotional increases should not normally take an employee beyond the salary range midpoint.
- If that amount would leave the employee below minimum, recommend an amount that, if possible, would bring the employee to the minimum.

Introductory Period Increases - New full-time employees who successfully complete their "introductory" period will be considered regular employees and shall be eligible for a pay increase, based on performance, up to 5%, at that time.

Lump-Sum Salary Adjustments - Lump-Sum Salary Adjustments are defined as a monetary reward given to employees whose performance justifies recognition. The employee may receive a lump-sum salary adjustment for a one-time special contribution to the organization or as a reward for continued

high performance when the employee is at the range maximum and ineligible for further salary increases.

OUT-OF-RANGE PROCEDURES

Below Range - For employees paid below the minimum of the range assigned for their position level, increases may be recommended by the manager each six months, including requesting additional dollars during the normal performance review increase. This should continue until such time as the employee is within range.

Exceed Range - For employees paid at or above the maximum of the range assigned for their position level, special treatment may take place such as: increased time qualification for salary increases (every-other year or every eighteen months) or a lump-sum salary adjustment, etc. The amount provided would normally be less than the percentages received by employees within the range. At such time that the annual salary range movement catches and overtakes the employee's salary level, the employee will then be administered within the plan as defined previously.

Appendix C

EMPLOYEE BENEFITS ANALYSIS

CITY OF PRAIRIE VILLAGE KANSAS

www.foxlawson.com

COMPENSATION STUDY RESULTS

April 2017

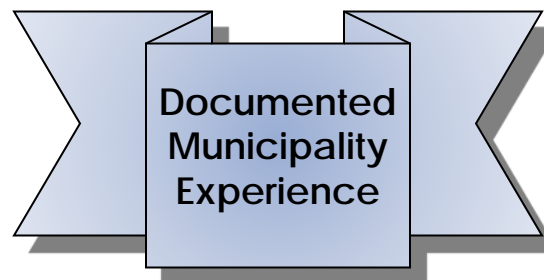
Gail T. Meriweather, MBA

(816) 395-8595 gail_meriweather@ajg.com



PROCESS

- Conducted management interviews
 - Identified the relevant labor market
 - Similar or comparable municipalities
 - Private sector
- Reviewed job descriptions & organization charts
- Conducted a market analysis of pay



COMPENSATION STUDY PROCESS

- **EXTERNAL COMPETITIVENESS** – comparing pay to like jobs in the external market
- **INTERNAL EQUITY** – ensuring similarly situated employees are paid similarly
- **SALARY ADMINISTRATION** – simple process that allows for consistency across departments

EXTERNAL COMPETITIVENESS

- Salary Surveys
 - Comp Data
 - Kansas Municipal League Compensation and Benefits Survey
 - Kansas Wage Survey Kansas City MSA
 - Mid-America Regional Council Compensation & Benefits Survey
 - Towers Watson Compensation Series
 - Office Personnel Report
 - Professional Administrative Services
 - Professional Specialized Services
 - Technical & Skilled Report
 - Wage Wizard

RELEVANT MUNICIPALITIES

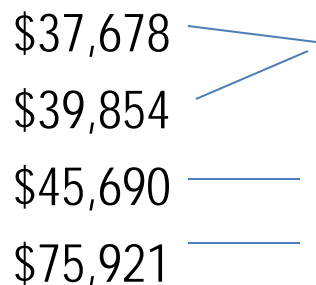
- Derby Kansas
- Garden City Kansas
- Lawrence Kansas
- Leawood Kansas
- Lenexa Kansas
- Liberal Kansas
- Manhattan Kansas
- Merriam Kansas
- Olathe Kansas
- Overland Park Kansas
- Shawnee Kansas
- Wyandotte Kansas

COMPENSATION

- **Process**

- Natural breaks to determine ranges

\$37,678
\$39,854
\$45,690
\$75,921



	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Jon Doe (salary)	\$31,050	\$38,820	\$46,590

compa ratio: $\$44,597 / \$38,820 = 115\%$

PROPOSED 2017 SALARY STRUCTURE

City of Prairie Village Kansas Preliminary Analysis		
Job title	Salary Range	
	Min	Max
Level 17		
City Administrator	\$127,620	\$191,440
Level 16		
	\$115,600	\$173,400
PD 6		
Police Chief	\$111,290	\$179,390
Level 15		
	\$104,710	\$157,070
Level 14		
Finance Director	\$94,850	\$142,270
Assistant City Administrator	\$94,850	\$142,270
Public Works Director	\$94,850	\$142,270
Level 13		
	\$85,910	\$128,870
PD 5		
Police Captain	\$85,170	\$119,779
Level 12		
	\$77,820	\$116,720
Level 11		
Senior Project Manager	\$70,490	\$105,730
Human Resources Manager	\$70,490	\$105,730
Information Technology Administrator	\$70,490	\$105,730
PD 4		
Police Sergeant	\$67,570	\$93,140
Level 10		
Field Superintendent	\$63,850	\$95,770
City Clerk	\$63,850	\$95,770
Building Official	\$63,850	\$95,770

PROPOSED 2017 SALARY STRUCTURE

City of Prairie Village Kansas Preliminary Analysis		
Job title	Salary Range	
	Min	Max
PD 3:		
Police Corporal	\$58,250	\$81,000
Level 9:		
	\$57,830	\$86,750
Level 8:		
Court Administrator	\$52,380	\$78,580
Project Inspector	\$52,380	\$78,580
Public Information Officer/ Deputy City Clerk	\$52,380	\$78,580
IT Police Technical Specialist	\$52,380	\$78,580
Level 7:		
Construction- Right of Way Inspector	\$47,450	\$71,170
Building Inspector	\$47,450	\$71,170
Assistant to the City Administrator	\$47,450	\$71,170
Crew Leader	\$47,450	\$71,170
Office Manager	\$47,450	\$71,170
Level 6:		
Executive Assistant	\$42,980	\$64,460
Codes Support Specialist	\$42,980	\$64,460
Dispatcher II	\$42,980	\$64,460
PD 2:		
Police Officer	\$42,680	\$75,126
Level 5:		
Sr. Maintenance Worker	\$38,930	\$58,390
Dispatcher	\$38,930	\$58,390
Property Clerk	\$38,930	\$58,390
Code Enforcement Officer	\$38,930	\$58,390



PROPOSED 2017 SALARY STRUCTURE

City of Prairie Village Kansas Preliminary Analysis		
Job title	Salary Range	
	Min	Max
PD 1		
Community Service Officer	\$38,140	\$54,310
Level 4		
Accounting Clerk	\$35,260	\$52,900
Records Clerk	\$35,260	\$52,900
Court Clerk	\$35,260	\$52,900
Mechanic	\$35,260	\$52,900
Maintenance Worker	\$35,260	\$52,900
Administrative Support Specialist	\$35,260	\$52,900
Level 3		
	\$31,940	\$47,920
Level 2		
	\$28,940	\$43,400
Level 1		
Laborer	\$26,210	\$39,310
Receptionist	\$26,210	\$39,310

FINDINGS

- Compensation structure
 - 17 salary ranges
 - 6 salary ranges- Police
- Compa- ratio of 92%
 - Approximately \$12,717 to bring employees to minimum of the range

Adjust the structures on an annual basis

Employee Benefits Highlights

PAID TIME OFF

Paid Vacation							
	# of Vacation Hours Employees Accrue per Year of Employment					Carry-Over and/or Accumulation	
	1 Year	5 Years	10 Years	15 Years	20 Years	Can vacation hours be carried over from year-to-year?	Maximum # of hours allowed to be carried over
City of Prairie Village	88	120	160	160	200	Yes	2 times annual amount earned. Capped at 320
Comparable Cities Average	94	129	157	185	205	Yes	Varies

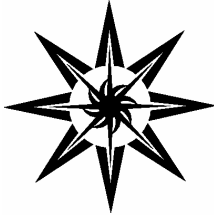
Paid Holiday and Sick Days						
	Holidays and Personal Days		Sick Time Accumulation		Pay Out for Unused Sick Leave	
	Paid holidays observed each year	Paid personal days offered per year	# of sick leave hours employees are granted each year	Maximum # of sick hours that may be accumulated	At employee separation?	At retirement?
City of Prairie Village	9	1	96	750	Yes 10% if over 5 years in job	Yes 20%
Comparable Cities Average	10	2	87	849	Varies	Varies

Employee Benefits Highlights

HEALTH INSURANCE

	Premiums for an Employee Only				Premiums for an Employee and Spouse			
	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015
City of Prairie Village	100	0	\$459.47	9	83	17	\$1,112.09	9
Comparable Cities Average	92	9	\$538.46	9	83	17	\$1,192.54	9

	Premiums for an Employee and Dependents				Premiums for a Family			
	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015	% City Pays	% Employee Pays	Total Premium	Total Premium % Increase 2016 v. 2015
City of Prairie Village	83	17	\$1,112.09	9	75	25	\$1,638.92	9
Comparable Cities Average	84	16	\$1,125.24	9	83	17	\$1,529.21	9



Council Committee Meeting Date: May 1, 2017
Council Meeting Date: May 15, 2017

COU2017-22 Consider change in CP029 President of the Council & CP001 City Committees

RECOMMENDATION

Move the Governing Body approve revisions to Council Policy 029 "President of the Council" amending the starting date to the first meeting in February and amendments to Council Policy 001 "City Committees".

BACKGROUND

On November 2, 2015, the Governing Body adopted Ordinance 2338 changing the date of general election of city officers from the first Tuesday of April to the Tuesday succeeding the first Monday in November. The terms of office for all city officials elected after January 1, 2017 shall commence on the second Monday in January following certification of the election.

To coordinate the change in election dates with existing Council policies the following changes are recommended:

- **Council Policy 001 - City Committees**
- III (H) **APPOINTMENT PROCESS**
 - A. Advertise opportunities in ~~December~~ **October** and ~~January~~ **November** in the Village Voice, City website, news release, etc.
 - B. Applications are due by ~~February~~ **December 1st**; online applications preferred. ~~All applications will be sent to the City Council.~~
 - F. **Mayoral appointment of Council members to serve on committees as directed by this policy will typically become effective the second meeting in February.**
 - I. Appointments **and Reappointments** will be presented and voted on by the second City Council meeting in ~~May~~ **February**.
 - J. In the event of vacancies after the regular annual appointments, the applicants who submitted applications in ~~January and February~~ **October and November** will be first considered, and vacant positions will be re-advertised if needed.
- II. **Mayoral appointment of Council members to serve on committees as directed by this policy will typically become effective the second meeting in February.**
 - A.
- V **COMMITTEE GUIDELINES**
 - A. Length of Terms - except for Planning Commission **and Civil Service Commission, who by code serve for three years, and** Committee Chairs and Council Liaisons and youth representatives, who serve for a one year term, all committee member terms will be two years. All committee members and youth representatives will serve without compensation.
- IX **POLICY**
 - 5. **Parks and Recreation Committee**
 - a. The Parks & Recreation Committee will consist of voting members Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There will be two non-voting youth representatives.
 - b. The Parks & Recreation Committee will meet at 6:30 p.m. six times per year ~~to include January, March, May, September, October, and November.~~

- **Council Policy 029 - President of the Council**

IV 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 ~~May~~ **February**.

If these policy changes are approved, the existing committee members with terms expiring in May, 2017 will be notified that their terms have been extended to February, 2018 to comply with the new election cycle.

ATTACHMENTS

Ordinance 2338

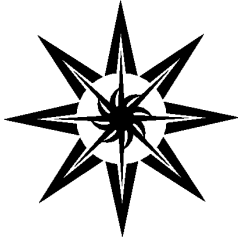
Council Policy 001 City Committees - New language **bolded**

Council Policy 029 President of the Council - New language **bolded**

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: April 25, 2017



City Council Policy: CP001 - City Committees

Effective Date: June 1, 2015

Amends: CP001 - dated January 2, 2015

Approved By: Governing Body

I. PURPOSE

To establish public committees which will allow citizen involvement and provide recommendations to the Governing Body.

II RESPONSIBILITY

- e. Except as otherwise provided herein, the Mayor, with the consent of the City Council, will be responsible for appointing members to serve on the committees established by this policy.
- d. The Mayor will appoint a City Council Member to serve both as a voting member and Committee Chair for all committees except the Planning Commission/Board of Zoning Appeals, Environmental Committee, Arts Council, VillageFest Committee, and JazzFest Committee.
- e. The Mayor will appoint a City Council Member as a nonvoting "Council Liason" to the Environmental Committee, Arts Council, VillageFest Committee and JazzFest Committee.
- f. The Mayor will appoint a City Council Member as a "Council Liason" nonmember observer to the Planning Commission/Board of Zoning Appeals.
- g. Vacancies which occur in these committees will be filled for the unexpired term by appointment by the Mayor with the consent of the City Council where applicable.
- h. Each Council Member Committee Chair and Council Liaison (except Council Liaison to the Planning Commission/Board of Zoning Appeals) will set direction, attend meetings, communicate the Governing Body's direction, priorities, and policies, prepare committee budget in consultation with City staff, manage city resource requests including the budget and staff time, and report back any necessary information and recommendations to and from the City Council.
- i. City staff will attend meetings, take meeting minutes if necessary, publicize meeting notices, provide budget and policy oversight, and assist with committee objectives as needed.
- j. All committee meetings including subcommittee meetings and special meetings are considered open meetings if a quorum is present as defined by Kansas Open Meetings Act.
- k. Committee meetings will be held on public property unless permission is granted from the Mayor and Committee Chair.

III APPOINTMENT PROCESS

The following process is outlined as a guide for committee appointments. Minor adjustments may be made by the Mayor and City Administrator.

- a. Advertise opportunities in ~~December~~ **October** and ~~January~~ **November** in the Village Voice, City website, news release, etc.
- b. Applications are due by ~~February~~ **December 1st**; online applications preferred. ~~All applications will be sent to the City Council.~~
- c. Committee Chair, Council Liaison, and City staff representative discuss incumbents, attendance and contributions to the committee along with applications and vacancies, and may interview candidates. The Committee Chair and Council Liaison for each committee except the Planning Commission/Board of Zoning Appeals will recommend appointments to the Mayor.
- d. For Planning Commission/Board of Zoning Appeals, the selection committee will consist of the Mayor, Planning Commission Council Liaison, Assistant City Administrator, Planning Consultant, and Council President. The selection committee will recommend appointments to the Mayor
- e. Mayor will make the final determination of recommended appointees for all committees.
- f. **Mayoral appointment of Council members to serve on committees as directed by this policy will typically become effective the second meeting in February.**
- g. Mayor will forward the applications for the recommended appointees to the City Council at least one week prior to the City Council meeting at which the recommended appointments will

- be considered. This will provide council members additional time to review the applications prior to the recommendation being included in the agenda packet
- h. Applicants who are not selected or approved will be notified by City administration.
 - i. Appointments **and Reappointments** will be presented and voted on by the second City Council meeting in ~~May~~ **February**.
 - j. In the event of vacancies after the regular annual appointments, the applicants who submitted applications in ~~January and February~~ **October and November** will be first considered, and vacant positions will be re-advertised if needed.

IV. **REMOVAL PROCESS**

The following process is outlined as a guide for the removal of a committee member. This does not apply to the members of the Planning Commission, whose removal is governed by Ord. 1901; PVMC 16, Article 1 and the adopted bylaws of the Planning Commission.

Appointees serve at the pleasure of the Governing Body. A committee member may be removed prior to the expiration of his or her term by the Mayor, with the consent of the City Council. All committee members are expected to attend meetings and are subject to the City's ethics code.

V. **COMMITTEE GUIDELINES**

- a. Length of Terms - except for Planning Commission **and Civil Service Commission, who by code serve for three years, and** Committee Chairs and Council Liaisons and youth representatives, who serve for a one year term, all committee member terms will be two years. All committee members and youth representatives will serve without compensation.
- b. Attendance - All committee members must attend a majority of the meetings. A member who does not meet attendance requirements may be subject to removal prior to the end of the appointed term.
- c. City Operation Committees include the Insurance Committee, Police Pension Board/Employee Retirement Committee, Finance Committee, Tree Board, Parks and Recreation Committee, and the Civil Service Commission.
- d. Event Committees include the JazzFest Committee and the VillageFest Committee which are responsible for specific city-sponsored events.
- e. Lifestyle Committees include the Environmental Committee and the Arts Council.
- f. Statutory Committees include the Planning Commission, Board of Zoning Appeals, and the Board of Code Appeals as required by Kansas Statutes.
- g. Committee Resources - City Council reviews and approves the committee budget each year. No committee is allowed to lend or transfer given funds to another committee or another organization without staff approval except The Prairie Village Foundation. The committee budget is for specific items or events which are the responsibility of that committee. If additional funds are needed, committee representatives must make a request to the City Council. No committee may use its funds to contribute funding support to another organization outside of required membership dues without specific City Council approval.
- h. If a committee desires additional staff time for an event, initiative, or program, that request will be communicated to the City Administrator through the Committee Chair or Council Liaison. Any significant new program or proposal that requires staff time or additional funding will need to come before the City Council to determine if and where it fits on the priority list and obtain City Council approval before the committee may proceed.
- i. Special meetings may be called by the Committee Chair with approval of the Mayor along with required public notification.
- j. A quorum for each committee is a majority of the then sitting voting members of each committee..

VI. **POLICY**

There are established, in the city, public committees with the following requirements for membership, meetings and duties:

1. Insurance Committee

- a. The Insurance Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Three other voting members who have an insurance background are appointed by the Mayor with the consent of the City Council.
- b. The Insurance Committee will meet during the day as needed and adjourn no later than 6:00 p.m.

- c. The Insurance Committee will monitor and discuss insurance issues relating to the City, and to recommend insurance bid award, when applicable.

2. Police Pension Board/Employee Retirement Board

- a. The Police Pension Board/Employee Retirement Board will consist of a Chair, who is a City Council Member appointed by the Mayor without the consent of the City Council, one additional voting member appointed by the Mayor with the consent of the City Council, and one voting member designated by the Police Department employees with a term of service until the appointment of successor.
- b. The Police Pension Board/Employee Retirement Board will meet as needed during the day and adjourn no later than 6:00 p.m.
- c. The Board has the powers and duties as designated in the Prairie Village, Kansas Police Department Revised Retirement Plan effective 1/1/2006 and as amended.

3. Finance Committee

- a. The Finance Committee will consist of four voting members, including a Chair, who are City Council Members, appointed by the Mayor without the consent of the City Council.
- b. The Finance Committee will meet as needed during the day and adjourn no later than 6:00 p.m.
- c. The Finance Committee will counsel and recommend policies and activities to the Governing Body and as directed by the Governing Body including but not limited to management of financial resources, financial/investment policies and provide direction and guidance to staff on financial issues.

4. Tree Board

- a. The Tree Board will consist of nine voting members appointed by the Mayor with the consent of the City Council, which includes a Chair appointed by the Committee. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. All voting members are appointed by the Mayor with the consent of the City Council.
- b. The Tree Board will meet as needed during the day and adjourn no later than 6:00 p.m.
- c. The Tree Board will study, investigate, assess, counsel and recommend to the Governing Body and as directed by the Governing Body a policy relating to trees, shrubs and other plantings upon city-owned property; to promote and preserve the beautification of the City; to provide the protection of the public health and safety; and to protect and encourage the preservation of trees, shrubs and plantings. (Ord. 1911, 1927 & 2075)

5. Parks and Recreation Committee

- a. The Parks & Recreation Committee will consist of voting members Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There will be two non-voting youth representatives.
- ~~b. The Parks & Recreation Committee will meet at 6:30 p.m. six times per year to include January, March, May, September, October, and November.~~
- c. The Park & Recreation Committee will counsel and recommend policies and activities to the Governing Body and as directed by the Governing Body including but not limited to recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system. (Ord. 1541 & 1875)

6. Police Civil Service Commission

- a. The Police Civil Service Commission will consist of five voting members appointed by the Mayor with the consent of the City Council. A Chair will be selected by the Commission. Members will not hold any other public office of the City.
- b. The Civil Service Commission will meet as needed and adjourn no later than 6:00 p.m.
- c. The Civil Service Commission responsibilities, as established in PVMC 1-807 & 1-808, including but not limited to assisting in determining qualifications and fitness of applicants for the position of commissioned police officer, for promotion of officers; and further will serve as an appeals board for commissioned officers. (Ord. 1468 & 1614)

7. JazzFest

- a. The JazzFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council

Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.

b. The JazzFest Committee will meet at 5:30 p.m. as needed.

c. The JazzFest Committee will coordinate and host the annual JazzFest event.

8. VillageFest

a. The VillageFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.

b. The VillageFest Committee will meet at 5:30 p.m. as needed.

c. The VillageFest Committee will coordinate and host the annual VillageFest event.

9. Prairie Village Arts Council

a. The Prairie Village Arts Council will consist of twelve voting members appointed by the Mayor, with the consent of the City Council, which includes a Chair appointed by the Committee. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. There will be two non-voting youth representatives.

b. The Prairie Village Arts Council will meet at 5:30 p.m. every other month.

c. The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body including but not limited to promotion and development of the arts in Prairie Village, and development of cultural activities for the city.

10. Environment/Recycle Committee

a. The Environment/Recycle Committee will consist of twelve voting members appointed by the Mayor, with the consent of the City Council, which includes a Chair appointed by the Committee. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. There will be two non-voting youth representatives.

b. The Environment/Recycle Committee will meet at 5:30 p.m. every other month.

c. The Environment/Recycle Committee will implement policies and activities as directed by the Governing Body including but not limited to maintaining and enhancing air quality, reducing waste disposal in landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.

11. Planning Commission/Board of Code & Zoning Appeals

a. The Planning Commission/Board of Code & Zoning Appeals will consist of seven voting members including a Chair, Vice-Chair and five other voting members all residing in or within seven (7) miles of Prairie Village. All voting members are appointed by the Mayor with the consent of the City Council. The Chair and Vice-Chair will be elected by the Commission with different leadership elected for the Board of Code & Zoning Appeals. The term of appointment will be three years. A Council Liaison appointed by the Mayor, without the consent of the City Council, will attend meetings as a nonmember observer.

b. The Planning Commission will meet on the First Tuesday of the month at 7 p.m. The Board of Code & Zoning Appeals will meet as needed at 6:30 p.m. on the First Tuesday of the month.

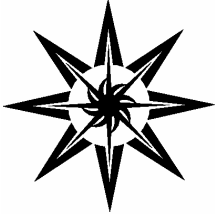
c. The duties of the Planning Commission are described in PVMC Chapter XVI covering such responsibilities as Comprehensive Plan; subdivision & zoning regulations, approval of plats. (Ord. 1901; PVMC 16, Article 1 and their adopted bylaws). The duties of the Board of Zoning Appeals are described in PVMC 19.54 covering the hearing of requests for variances to the zoning regulations and appeals of an interpretation of the zoning regulations (Ord. 1409; PVMC 19.54).

12. Ad Hoc Committee

a. The Mayor will appoint a voting Chair and voting members to serve on Ad Hoc Committees as needed, and without the consent of the City Council. Meetings of the committee will be held as designated by the Mayor, the Governing Body and/or the Chair of the committee. These committees will continue to meet as long as necessary, but will not be considered permanent committees.

b. The Committee will discuss issues as requested by the Mayor and/or the Governing Body. Ad Hoc Committees will be established by the Mayor to discuss a particular

subject and make recommendations related to the subject matter to the Mayor and Council.



City Council Policy: CP029

Effective Date:

Amends: April 7, 2014

Approved By: City Council

II. **SCOPE**

III. **PURPOSE**

- To establish a procedure for selecting the President of the Council

IV. **RESPONSIBILITY**

- 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 ~~May~~ **February**.

V. **DEFINITIONS**

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

VI. **POLICY**

- 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.
- 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.
- 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.
- 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.



COU2017-22 CITY CLERK DEPARTMENT

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 15, 2017

Consider Ordinance Revision

RECOMMENDATION

RECOMMEND THE GOVERNING BODY ADOPT AN ORDINANCE AMENDING SECTION 1-803, ENTITLED "PARK AND RECREATION COMMITTEE; MEMBERSHIP, DUTIES AND MEETINGS" OF ARTICLE 8, ENTITLED "COMMITTEES", OF CHAPTER 1, ENTITLED "ADMINISTRATION" OF THE MUNICIPAL CODE OF THE CITY OF PRARIE VILLAGE, KANSAS

BACKGROUND

Council Policy 001 entitled City Committees adopted by the City Council in 2015 made changes to committee structure and meeting requirements for several city committees including the Park and Recreation Committee reducing the number of meetings to be held. The proposed ordinance change removed from the original code the requirement for monthly meetings and changes the length of term from three years to two years as stated in the approved policy.

The attached ordinance revises the Municipal Code to reflect this action making the changes noted below:

ARTICLE 8. COMMITTEES

1-803. PARK AND RECREATION COMMITTEE; MEMBERSHIP, DUTIES AND MEETINGS.

(a) The park and recreation committee shall consist of 12 members. The mayor shall appoint one member of the Council to serve as chairperson and one to serve as vice-chairperson of the park and recreation committee for the period of one year. In addition, the committee will include a member from each ward in the City, two members from the City at large, and one member each representing the swimming pool and tennis programs, who shall be appointed by the Governing Body to serve a ~~three-year~~ **two-year** term. Committee vacancies shall be filled by appointment of the mayor and council for the balance of the unexpired term.

(b) The park and recreation committee shall meet ~~once each month~~ at a regularly scheduled time and place which will be posted in the municipal building. The park and recreation committee may also meet at such times and places as shall from time to time be

designated by the Governing Body and/or the chairperson of the committee.

(c) The park and recreation committee shall recommend policies and guidelines to the Governing Body on matters pertaining to: recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system.

ATTACHMENT

Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: April 25, 2017

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 1 ENTITLED "ADMINISTRATION" OF THE PRAIRIE VILLAGE MUNICIPAL CODE BY AMENDING SECTION 1-803 ENTITLED "PARK AND RECREATION COMMITTEE; MEMBERSHIP, DUTIES AND MEETINGS"

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

SECTION I

Chapter 1 of the Prairie Village Municipal Code entitled "Administration" is hereby amended by amending Section 1-803 entitled "Park and Recreation Committee; Membership, Duties and Meetings" to read as follows:

1-803 PARK AND RECREATION COMMITTEE; MEMBERSHIP, DUTIES AND MEETINGS.

- (a) The park and recreation committee shall consist of 12 members. The mayor shall appoint one member of the Council to serve as chairperson and one to serve as vice-chairperson of the park and recreation committee for the period of one year. In addition, the committee will include a member from each ward in the City, two members from the City at large, and one member each representing the swimming pool and tennis programs, who shall be appointed by the Governing Body to serve a two-year term. Committee vacancies shall be filled by appointment of the mayor and council for the balance of the unexpired term.
- (b) The park and recreation committee shall meet at a regularly scheduled time and place which will be posted in the municipal building. The park and recreation committee may also meet at such times and places as shall from time to time be designated by the Governing Body and/or the chairperson of the committee.
- (c) The park and recreation committee shall recommend policies and guidelines to the Governing Body on matters pertaining to: recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system.

SECTION II

Effective Date. This ordinance shall become effective upon approval by the Governing Body of the City of Prairie Village and publication as provided by law.

Approved by the Governing Body of the City of Prairie Village this 15th day of May, 2017.

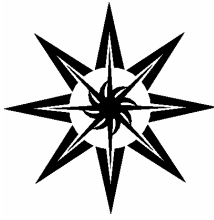
Mayor Laura Wassmer

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 1, 2017

CONSIDER CONSTRUCTION CONTRACT FOR THE TRAIL02X - TOMAHAWK TRAIL PROJECT

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Kansas Heavy Construction for the TRAIL02X - TOMAHAWK TRAIL for \$429,653.50 and to authorize transfer of \$75,000 from Drainage Program and \$20,000 from Paving Program for this project.

BACKGROUND

The concept for this trail project began in 2009 as part of a larger project that proposed to construct 1.3 miles of trail in Prairie Village totaling \$1.6 million dollars in construction costs. A Transportation Enhancement project with the State of Kansas was pursued but the project was not selected for funding. The Community Improvement District (CID) at the Village Shops provided a new funding source for this type of improvement. In 2010, this section of the trail was identified for construction with CID funding with a maximum design and construction budget set at \$350,000.

Seven years later, on March 10, 2017, the City Clerk Office opened bids for the project. Three acceptable bids were received:

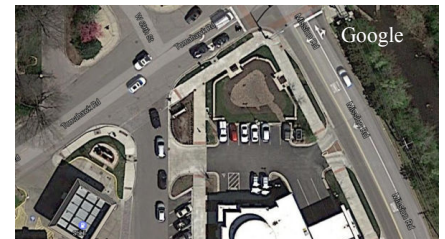
Mega Industries	\$578,911.00
Pyramid Excavation	\$501,516.00
Gunter Construction	\$461,341.81
Kansas Heavy Contractors	\$429,653.50
Engineer's Estimate	\$483,213.00

The Engineer has reviewed all bids and has recommended award of the low bid. The contract will be awarded for \$429,653.50

During the course of the development of the project, several changes were made from the concept (2010) to the bid (2017). These changes reflect items removed and added within the limits of the project based upon conditions in the field.

NEW TRAIL LIMIT

Mission Lane and UMB improvements (pictured right) were made prior to the project and constructed 10 foot wide sidewalk in the vicinity of the proposed trail. Giving consideration to the construction of these improvements, and the fact that the property also has wide sidewalk under the canopy along Tomahawk, it was determined to limit the trail improvements to the north and include a pedestrian bridge along 71st Street. The new north limit is essentially the entrance by Euston's Hardware.



Modifications to the project within the limits caused costs to increase. Those are summarized below:



PEDESTRIAN BRIDGE

Reduction in the trail construction allows for a connection to be added at the south end of the project at 71st and Tomahawk. A pedestrian bridge across the creek, similar to the bridge at 75th and Roe, brings new connectivity to the south side of the shops.

Additional sidewalk will be constructed on the north side of 71st Street to connect the trail to the shops.

PEDESTRIAN SAFETY

Added to the project to create safe access to the new trail, are pedestrian islands. These islands are on Tomahawk at Oxford and Prairie. Creating a new amenity on the east side forces us to recognize that the residential area is primarily on the west side in the immediate vicinity. Crossing the pedestrians safely is a top priority for staff at Public Works and the Police Department.

DRAINAGE

During design, staff has stressed that proper drainage and the storm sewer necessary to convey that water needs to be put in place now, while the construction is being done. We do not want to come back later and have to re-do any of this work. This is a high traffic area; full of shoppers, tenants of the shops and pedestrians, construction should be completed at one time. In addition, a cross-road pipe was discovered at the location of one of the pedestrian islands that requires replacement.

FUNDING SOURCES

Fully funding the construction project is available with dollars as outlined in the following programs:

CID Funds	\$330,000
First Washington	\$ 10,000
Drainage Program	\$ 75,000
Paving Program	<u>\$ 20,000</u>
TOTAL FUNDING	<u>\$435,000</u>

RELATION TO VILLAGE VISION

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Construction Agreement with Kansas Heavy Construction, Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

April 27, 2017

**CONSTRUCTION CONTRACT
FOR
PROJECT
TRAIL02X-TOMAHAWK TRAIL**

**BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
KANSAS HEAVY CONSTRUCTION, LLC**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2017, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Kansas Heavy Construction, LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project TOMAHAWK TRAIL, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

carried out and the Project shall be constructed fully in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Four Hundred Twenty-Nine Thousand, Six Hundred Fifty-Three 50/100 DOLLARS (\$429,653.50)** 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 Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would 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, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 15. INSURANCE AND BONDS.**
- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and

renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City.

Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.

- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. 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;
 - D. 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
 - E. 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.
 - F. 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

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer _____

(typed name)

Mayor _____

(typed title)

City of Prairie Village _____

(typed company name)

7700 Mission Road _____

(typed address)

Prairie Village, Kansas 66208 _____

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

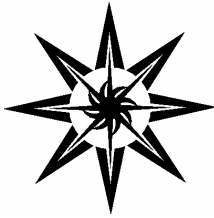
ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

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



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 1, 2017

CONSIDER 2018-2022 CARS APPLICATION

RECOMMENDATION

Staff recommends the City Council approve the 2018-2022 County Assistance Road System (CARS) program.

BACKGROUND

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2018-2022. The Public Works Department compiled the list of possible projects below. The work will include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk, new ADA ramps, and milling/overlaying the pavement.

Program Year		Street Segment	From	To	CARS Eligible Costs	County CARS Funds
2018	1	Roe Ave.	67 th Street	75 th Street	\$1,725,000	\$862,500
	2	Mission Road	84 th Street	95 th Street	\$627,000 <i>50% Leawood</i>	\$313,500
2019		Roe Avenue	63 rd Street	67 th Street	\$954,000	\$477,000
2020		Nall Avenue	83 rd Street	95 th Street	\$750,000 <i>60% Overland Park</i>	\$375,000
2021	1	Nall Avenue	79 th Street	83 rd Street	\$990,000	\$495,000
	2	Roe Avenue	83 rd Street	91 st Street	\$390,000	\$195,000
2022	1	Nall Avenue	67 th Street	75 th Street	\$2,750,000 <i>40% Overland Park</i>	\$1,375,000
	2	Somerset	State Line	Reinhardt	\$500,000	\$250,000

There are three years that we are proposing to submit two projects each year. Cities are generally guaranteed to have their first priority project funded but can have multiple projects approved if funds allow. Our number two projects for are UBAS overlay projects that the City would otherwise fund at 100%.

It should be noted that the City submits an application annually and can revise future year requests. The 2018 project is the only project that the City is committing to fund and construct. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design.

FUNDING SOURCE

Funding for the 2017 project on Mission Road will be included in the 2017 CIP. Future year's projects will be funded with each year's budget.

RELATION TO VILLAGE VISION

CC1. Attractive Environment

CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.

CFS3. Streets and Sidewalks

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1. Bike and Pedestrian Friendly

TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.

TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

Map of Project Locations

PREPARED BY

Melissa Prenger, Sr Project Manager

April 24, 2017



LEGEND OF SYMBOLS

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

2022-1
Nall, 67th to 75th (M/O)
w/ Overland Park

2019 (M/O)
Roe, 63rd to 67th

2018-1 (M/O)
Roe, 67th to 75th

2021-1
Nall, 79th to 83rd (M/O)

2022-2
Somerset, State Line to Reinhard
(UBAS)

2021-2
Roe, 83rd to 91st (UBAS)

2020
Nall, 83rd to 95th (M/O)
w/ Overland Park

2018-2 (UBAS)
Mission, 84th to 95th
w/ Leawood

STREET INDEX

1900 STATE LINE	4300 DELMAR
2000 CAMBRIDGE	4400 EL MONTE
2100 EATON	4500 FONTANA
2200 SAGAMORE	4600 GRANADA
2300 RAINBOW	4700 ROE
2400 HIGH DRIVE	4800 LINDEN
2500 BOOTH	4900 CEDAR
	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

CITY MAP

Prepared By:





Finance Department

DATE: April 26, 2017
TO: Mayor and Council
FROM: Lisa Santa Maria, Finance Director
SUBJECT: 2018 Preliminary General Fund Budget

Attached for the Mayor and Council review is the proposed 2018 General Fund budget. This budget is preliminary and is reflecting 2017 budget amounts for:

- Personal Services (wages)
- Workers Compensation
- Property and Causality

An updated 2018 General Fund budget will be provided after these numbers become available and after Council provides direction on the compensation study and recommendations.

The other major categories being presented should not change significantly from what has been presented. These categories are:

- Contract Services
- Commodities
- Capital Outlay

Budgets for the other twelve funds will be presented after 2018 budget estimates become available and transfers between funds have been determined.



Expenditures by Program



2018 Budget

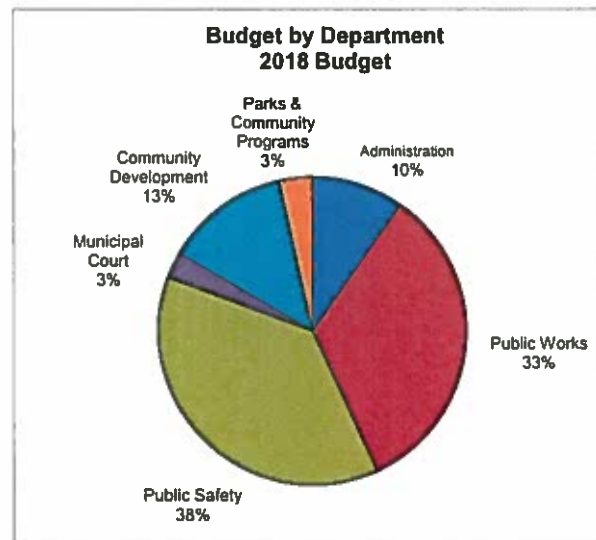
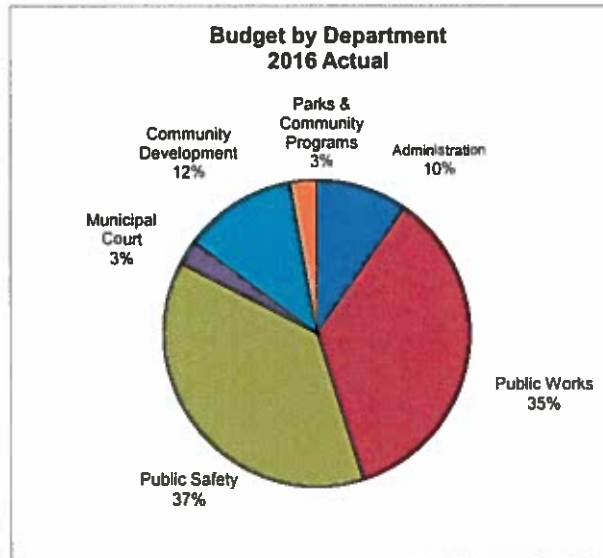
Summary by Department

Department	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Administration	\$ 1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,704,651
Public Works	5,681,085	5,622,665	5,824,530	5,833,990
Public Safety	5,833,101	5,930,636	6,578,725	6,559,270
Municipal Court	403,523	428,879	484,964	481,854
Community Development	1,820,377	1,898,895	2,268,455	2,292,684
Parks & Community Programs	533,887	446,297	591,662	599,887
Total	\$ 15,756,552	\$ 15,879,883	\$ 17,469,251	\$ 17,472,336

Expenditures by Fund

General Fund	\$ 14,260,055	\$ 14,400,773	\$ 15,672,853	\$ 15,612,119
Solid Waste Management Fund	1,403,839	1,391,311	1,688,638	1,711,817
Special Alcohol Fund	92,658	87,799	107,760	148,400
Total	\$ 15,756,552	\$ 15,879,883	\$ 17,469,251	\$ 17,472,336

Note: Only appropriated funds are included in the following department and program schedules. Those funds include: General, Solid Waste Management, Special Highway, Stormwater Utility, Special Parks & Recreation, Special Alcohol and Bond & Interest.





Expenditures – Administration



2018 Budget

Department: Administration

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Mayor & Council	\$ 87,396	\$ 80,419	\$ 175,410	\$ 175,510
Management & Planning	472,677	522,988	528,935	517,435
Legal Services	188,412	187,668	200,000	200,000
Human Resources	168,456	178,654	189,736	189,776
Finance	278,682	290,734	298,061	298,061
City Clerk	288,956	292,049	328,773	323,869
Total	\$1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,704,651

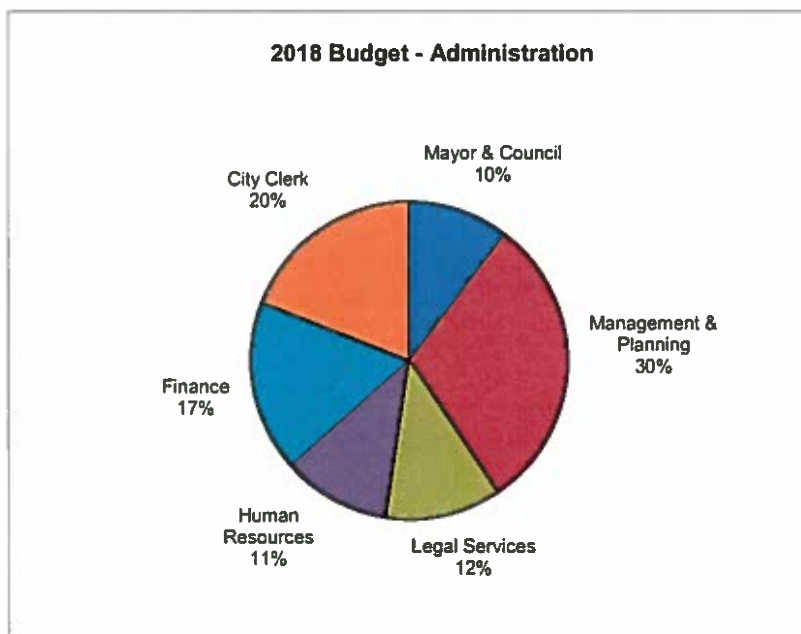
Expenditures by Character				
Personal Services	\$ 892,493	\$ 943,132	\$ 968,536	\$ 968,536
Contract Services	527,112	544,709	671,979	660,265
Commodities	58,664	58,540	74,100	74,550
Capital Outlay	6,310	6,130	6,000	1,300
Total	\$1,484,580	\$ 1,552,511	\$ 1,720,615	\$ 1,704,651

Expenditures by Fund				
General Fund	\$ 1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,704,651
Total	\$1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,704,651

Full-time Equivalent Positions	9.30	9.30	9.30	9.30
Unpaid Positions	13.00	13.00	13.00	13.00
Appointed/Contracted Officials	0.15	0.15	0.15	0.15

Notes

- In 2018, Information Technology was moved from the Administration budget to the Police Department budget



2018 Budget

Department: Administration
Program: Mayor & Council

The Mayor and 12 elected Council members serve as the legislative and and policy-making body of the City. The Mayor and Council provide leadership, vision and direction for the staff, resources and City.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 2,344	\$ 2,774	\$ 5,606	\$ 5,606
Contract Services	60,415	56,541	138,004	138,004
Commodities	24,637	21,104	31,800	31,900
Capital Outlay	0	0	0	0
Total	<u>\$ 87,396</u>	<u>\$ 80,419</u>	<u>\$ 175,410</u>	<u>\$ 175,510</u>
Expenditures by Fund				
General Fund	\$ 87,396	\$ 80,419	\$ 175,410	\$ 175,510
Total	<u>\$ 87,396</u>	<u>\$ 80,419</u>	<u>\$ 175,410</u>	<u>\$ 175,510</u>
Unpaid Positions				
	13.00	13.00	13.00	13.00
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	<u>13.00</u>	<u>13.00</u>	<u>13.00</u>	<u>13.00</u>

Notes

- The Mayor and Council Members do not receive a salary. They may receive a communications stipend of \$25/month. This rate has not changed since its inception in 2006.

2018 Contractual Services Budget also Includes the Following:

Consulting fees, council retreat, photo	\$15,000
Mayor & Council Salary (to be decided on)	63,000
Worker's Compensation	104
Training and conferences	35,700
Dues & Subscriptions:	
MARC, NLC & LKM	24,200
	<u>\$ 138,004</u>

2018 Commodities Budget Includes the Following:

Office supplies and postage	\$3,000
Other (Misc. expenses, rentals, etc)	7,000
Volunteer Appreciation Dinner	13,000
Council meals	7,100
Volunteer gift	1,800
	<u>\$ 31,900</u>

2018 Budget

Department: Administration
Program: Management & Planning

Provides overall management of City operations, coordination of City planning and implementation of Council direction and policy.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 344,988	\$ 379,389	\$ 360,997	\$ 360,997
Contract Services	112,518	124,638	147,438	134,938
Commodities	15,171	18,960	20,500	21,500
Total	\$ 472,677	\$ 522,988	\$ 528,935	\$ 517,435

Expenditures by Fund				
General Fund	\$ 472,677	\$ 522,988	\$ 528,935	\$ 517,435
Total	\$ 472,677	\$ 522,988	\$ 528,935	\$ 517,435

Full-time Equivalent Positions				
	2.30	2.30	2.30	2.30
City Administrator	1.00	1.00	1.00	1.00
Assistant City Administrator	0.30	0.30	0.30	0.30
Deputy City Clerk / PIO	1.00	1.00	1.00	1.00
	2.30	2.30	2.30	2.30

Appointed/Contracted Officials				
	0.15	0.15	0.15	0.15
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
	0.15	0.15	0.15	0.15

Notes

2018 Contractual Services Budget Includes the Following:

Miscellaneous contracts	\$ 8,000
Planning	45,000
Newsletter	30,000
Training & Conferences:	
NE Chamber lunch, MARC, LKM, ICMA, NLC, ASPA, KACM & NE KS Managers	13,220
Dues & Subscriptions:	
ICMA, KACM & ASPA	2,050
Insurance (Property & Workers Comp)	36,668
	\$ 134,938

2018 Budget

Department: Administration
Program: Legal Services

Provides support to City departments regarding legal matters. This service is provided by law firms retained by the City to handle the City's legal affairs. The law firms bill the City on an hourly basis for these services.

	2015	2016	2017	2018
	Actual	Actual	Budget	Budget
Program Expenditures				
Contract Services	\$ 188,412	\$ 187,668	\$ 200,000	\$ 200,000
Total	\$ 188,412	\$ 187,668	\$ 200,000	\$ 200,000
Expenditures by Fund				
General Fund	\$ 188,412	\$ 187,668	\$ 200,000	\$ 200,000
Total	\$ 188,412	\$ 187,668	\$ 200,000	\$ 200,000

Notes

- Services are provided at an hourly rate.

2018 Budget

Department: Administration
Program: Human Resources

The Human Resources function is responsible for providing quality service and support to employees, City-wide compliance with federal, state and local employment and benefit laws and regulations, recruitment, policies, employee compensation and benefits, maintenance of personnel records, training and development, and worker's compensation.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 98,881	\$ 101,220	\$ 111,285	\$ 111,285
Contract Services	69,012	77,125	77,151	77,691
Commodities	562	309	1,000	500
Capital Outlay	0	0	300	300
Total	\$ 168,456	\$ 178,654	\$ 189,736	\$ 189,776
Expenditures by Fund				
General Fund	\$ 168,456	\$ 178,654	\$ 189,736	\$ 189,776
Total	\$ 168,456	\$ 178,654	\$ 189,736	\$ 189,776
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Human Resources Specialist	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00

2018 Budget

Department: Administration
Program: Finance

The Finance Department is responsible for payroll, budgeting, accounting and financial reporting operations of the City and providing support to other City departments

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 204,180	\$ 211,053	\$ 214,680	\$ 214,680
Contract Services	70,917	75,782	79,381	82,381
Commodities	586	899	1,000	1,000
Capital Outlay	3,000	3,000	3,000	0
Total	<u>\$ 278,682</u>	<u>\$ 290,734</u>	<u>\$ 298,061</u>	<u>\$ 298,061</u>

Expenditures by Fund				
General Fund	\$ 278,682	\$ 290,734	\$ 298,061	\$ 298,061
Total	<u>\$ 278,682</u>	<u>\$ 290,734</u>	<u>\$ 298,061</u>	<u>\$ 298,061</u>

Full-time Equivalent Positions				
	2.00	2.00	2.00	2.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	-	1.00	1.00	1.00
Administrative Support Specialist	1.00	-	-	-
Total	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>

Notes

2018 Contractual Services Budget Includes the Following:

Audit Services	\$ 24,480
Investment Services	25,520
Bank Fees	7,800
Credit Card Fees	13,000
Printing	3,000
Insurance (Property & Workers Comp)	3,981
Training	4,000
Dues & Subscriptions	600
	<u>\$ 82,381</u>

2018 Budget

Department: Administration
Program: City Clerk

City Clerk staff are responsible for maintaining all records of the City. City Clerk staff provides support services to elected officials, City committees and other departments. Staff issue business and animal licenses; register individuals and families for recreation programs; coordinate the reservation of meeting rooms, ball fields, tennis courts and park pavilions.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 242,099	\$ 248,695	\$ 275,968	\$ 275,968
Contract Services	25,839	22,956	30,005	27,251
Commodities	17,708	17,268	19,800	19,650
Capital Outlay	3,310	3,130	3,000	1,000
Total	\$ 288,956	\$ 292,049	\$ 328,773	\$ 323,869
Expenditures by Fund				
General Fund	\$ 288,956	\$ 292,049	\$ 328,773	\$ 323,869
Total	\$ 288,956	\$ 292,049	\$ 328,773	\$ 323,869
Full-time Equivalent Positions				
	4.00	4.00	4.00	4.00
City Clerk	1.00	1.00	1.00	1.00
Administrative Support Specialist	3.00	3.00	3.00	3.00
Total	4.00	4.00	4.00	4.00

Notes

2018 Capital Outlay Budget Includes the Following:

Office equipment and furniture	\$ 1,000
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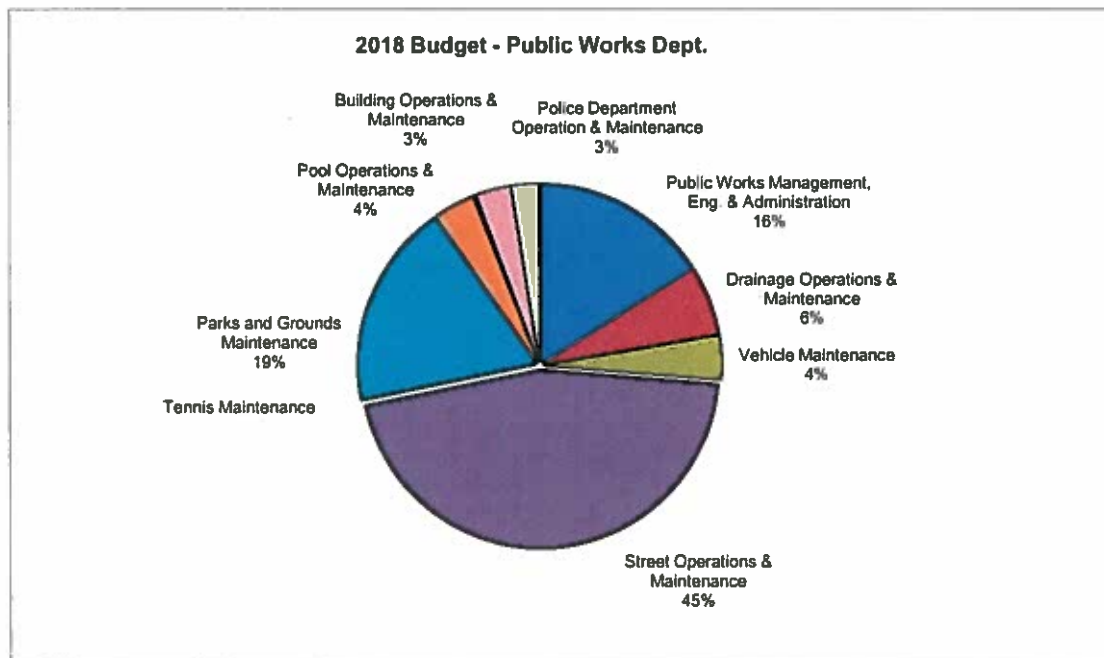
Expenditures – Public Works



2018 Budget

Department: Public Works

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Public Works Management, Engineering & Administration	\$ 910,107	\$ 923,226	\$ 932,323	\$ 937,773
Drainage Operations & Maintenance	390,105	366,480	360,925	362,975
Vehicle Maintenance	211,735	220,106	232,684	234,284
Street Operations & Maintenance	2,580,422	2,527,572	2,664,375	2,652,275
Parks and Grounds Maintenance	1,004,021	1,061,953	1,057,660	1,082,510
Pool Operations & Maintenance	208,371	205,501	215,150	218,960
Tennis Maintenance	16,827	7,732	13,050	15,050
Building Operations & Maintenance	209,840	173,060	197,350	184,850
Police Department Operation & Maintenance	149,657	137,035	151,013	145,313
Total	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,833,990
Expenditures by Character				
Personal Services	\$ 1,912,504	\$ 1,950,008	\$ 2,092,239	\$ 2,092,239
Contract Services	3,339,478	3,251,657	3,274,891	3,288,701
Commodities	347,886	360,423	421,400	417,050
Capital Outlay	81,217	60,577	36,000	36,000
Total	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,833,990
Expenditures by Fund				
General Fund	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,833,990
Total	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,833,990
Full-time Equivalent Positions	28.00	28.00	28.00	29.00



2018 Budget

Department: Public Works

Program: Public Works Management, Engineering & Administration

This program provides general management for Public Works and includes departmental budget preparation and control, purchasing, ADA compliance, public right of way and drainage permits and support to City committees. The program processes and monitors service requests from residents, businesses, City officials and other employees.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 703,214	\$ 737,821	\$ 789,314	\$ 789,314
Contract Services	182,793	162,620	113,609	118,759
Commodities	17,537	16,785	23,400	23,700
Capital Outlay	6,563	6,000	6,000	6,000
Total	\$ 910,107	\$ 923,226	\$ 932,323	\$ 937,773
Expenditures by Fund				
General Fund	\$ 910,107	\$ 923,226	\$ 932,323	\$ 937,773
Total	\$ 910,107	\$ 923,226	\$ 932,323	\$ 937,773
Full-time Equivalent Positions				
	7.00	7.00	7.00	8.00
Public Works Director	1.00	1.00	1.00	1.00
Senior Project Manager	-	-	-	1.00
Project Inspector	-	-	-	1.00
Manager of Engineering Services	1.00	1.00	1.00	-
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Total	7.00	7.00	7.00	8.00

2018 Budget

Department: Public Works

Program: Drainage Operations & Maintenance

The maintenance and repair of almost 2,600 drainage structures, 45 miles of drainage pipes and 9 miles of channels. The primary activities are compliance with Federal stormwater regulations (NPDES) and local stormwater management program including activities such as street sweeping, drainage inlet cleaning, and channel maintenance.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 335,737	\$ 327,617	\$ 307,904	\$ 307,904
Contract Services	17,650	11,775	16,671	17,671
Commodities	36,717	27,088	36,350	37,400
Capital Outlay	0	0	0	0
Total	\$ 390,105	\$ 366,480	\$ 360,925	\$ 362,975
Expenditures by Fund				
General Fund	\$ 390,105	\$ 366,480	\$ 360,925	\$ 362,975
Stormwater Utility Fund	\$0	\$0	\$0	\$0
Total	\$ 390,105	\$ 366,480	\$ 360,925	\$ 362,975
Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Crew Leader	1.00	1.00	1.00	1.00
Maintenance Workers	4.00	4.00	4.00	4.00
Total	5.00	5.00	5.00	5.00

2018 Budget

Department: Public Works
Program: Vehicle Maintenance

This program provides maintenance of all Public Works vehicles and equipment including: specifications preparation, preventative maintenance, repairs, and fueling.

This program provides fuel and limited vehicle maintenance service to the Police Department and Codes Division. The City provides fuel to the City of Mission Hills and to Johnson County Consolidated Fire District #2.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 188,549	\$ 191,859	\$ 202,414	\$ 202,414
Contract Services	11,730	16,160	16,470	17,970
Commodities	11,456	12,087	13,800	13,900
Capital Outlay	0	0	0	0
Total	\$ 211,735	\$ 220,106	\$ 232,684	\$ 234,284
Expenditures by Fund				
General Fund	\$ 211,735	\$ 220,106	\$ 232,684	\$ 234,284
Total	\$ 211,735	\$ 220,106	\$ 232,684	\$ 234,284
Full-time Equivalent Positions				
	3.00	3.00	3.00	3.00
Mechanic	1.00	1.00	1.00	1.00
Crew Leader	1.00	1.00	1.00	1.00
Senior Maintenance Worker	1.00	1.00	1.00	1.00
Total	3.00	3.00	3.00	3.00

2018 Budget

Department: Public Works

Program: Street Operations & Maintenance

This program provides for the maintenance and repair of approximately 112 miles of streets, 2800 traffic signs, 93 miles of sidewalk, and 1,530 ADA ramps. The primary activities in this program are pothole patching, snow/ice control, sidewalk repairs and curb/gutter repair. Major maintenance activities are annual crack filing, slurry sealing, bridge repairs and traffic line re-marking.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 257,955	\$ 238,726	\$ 306,510	\$ 306,510
Contract Services	2,183,367	2,134,547	2,201,365	2,190,365
Commodities	131,214	154,298	156,500	155,400
Capital Outlay	7,886	0	0	0
Total	\$ 2,580,422	\$ 2,527,572	\$ 2,664,375	\$ 2,652,275

Expenditures by Fund				
General Fund	\$ 2,580,422	\$ 2,527,572	\$ 2,664,375	\$ 2,652,275
Total	\$ 2,580,422	\$ 2,527,572	\$ 2,664,375	\$ 2,652,275

Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Laborer	2.00	2.00	2.00	2.00
Maintenance Worker	1.00	1.00	1.00	1.00
Senior Maintenance Worker	1.00	1.00	1.00	1.00
Crew Leader	1.00	1.00	1.00	1.00
Total	5.00	5.00	5.00	5.00

Notes

2018 Contractual Services Budget Includes the Following:

Op Green Light	\$ 5,400
Street Lights	\$ 800,000
Traffic Signals	800,000
Water	4,000
Equipment Maintenance & Repair	5,800
Equipment Rental	5,000
Insurance (Property & Workers Comp)	24,665
Training	3,500
Street Maintenance & Repair	542,000
Total	\$ 2,190,365

2018 Budget

Department: Public Works

Program: Parks and Grounds Maintenance

This program provides for operation, maintenance and repair of 12 parks,
6 fountains, 187 city islands, 9 pavilions, 68 acres of turf, 11 playscapes,
31 flower gardens, and 9,950 public trees.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 427,049	\$ 453,985	\$ 486,097	\$ 486,097
Contract Services	473,341	501,628	453,863	485,013
Commodities	91,384	81,763	117,700	111,400
Capital Outlay	12,247	24,577	0	0
Total	\$ 1,004,021	\$ 1,061,953	\$ 1,057,660	\$ 1,082,510
Expenditures by Fund				
General Fund	\$ 1,004,021	\$ 1,061,953	\$ 1,057,660	\$ 1,082,510
Total	\$ 1,004,021	\$ 1,061,953	\$ 1,057,660	\$ 1,082,510
Full-time Equivalent Positions				
	8.00	8.00	8.00	8.00
Crew Leader	1.00	1.00	1.00	1.00
Laborer	3.00	3.00	3.00	3.00
Maintenance Worker	2.00	2.00	2.00	2.00
Senior Maintenance Worker	1.00	1.00	1.00	2.00
Seasonal Laborers	1.00	1.00	1.00	-
Total	8.00	8.00	8.00	8.00

Notes

- In 2018, contract services budget includes \$100,000 for Emerald Ash Borer and \$100,000 for tree trimming.

2018 Budget

Department: Public Works

Program: Pool Operations & Maintenance

This program is for the operation and maintenance of the Harmon Park Swimming Pool complex and buildings. The complex has six pools: wading, leisure, slide, diving, lap, and adult.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Contract Services	168,456	160,058	167,550	170,860
Commodities	39,915	45,443	47,600	48,100
Total	\$ 208,371	\$ 205,501	\$ 215,150	\$ 218,960
Expenditures by Fund				
General Fund	\$ 208,371	\$ 205,501	\$ 215,150	\$ 218,960
Total	\$ 208,371	\$ 205,501	\$ 215,150	\$ 218,960

Notes

Pool Complex Features:

- Leisure Pool
- Wading Pool
- Adult Pool
- Lap Lanes
- Diving Well, Meter Pool
- Water Slides
- Concession Stand

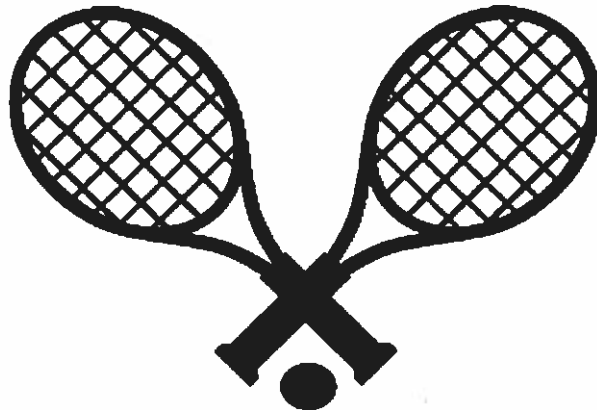


2018 Budget

Department: Public Works
Program: Tennis Maintenance

This program is for the operation and maintenance of the 15 tennis courts in several City parks.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Contract Services	14,621	7,454	12,050	12,050
Commodities	2,206	277	1,000	3,000
Total	\$ 16,827	\$ 7,732	\$ 13,050	\$ 15,050
Expenditures by Fund				
General Fund	\$ 16,827	\$ 7,732	\$ 13,050	\$ 15,050
Total	\$ 16,827	\$ 7,732	\$ 13,050	\$ 15,050



2018 Budget

Department: Public Works

Program: Building Operations & Maintenance

This program provides for the maintenance and operation of seven public buildings - Municipal Offices, Community Center and Public Works Facility (5)

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Contract Services	166,031	154,641	178,800	166,200
Commodities	13,782	18,420	18,550	18,650
Capital Outlay	30,027	0	0	0
Total	\$ 209,840	\$ 173,060	\$ 197,350	\$ 184,850
Expenditures by Fund				
General Fund	\$ 209,840	\$ 173,060	\$ 197,350	\$ 184,850
Total	\$ 209,840	\$ 173,060	\$ 197,350	\$ 184,850

2018 Budget

Department: Public Works

Program: Police Building Operations & Maintenance

This program provides for the maintenance and operation of the Police Building.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Contract Services	121,488	102,774	114,513	109,813
Commodities	3,675	4,261	6,500	5,500
Capital Outlay	24,494	30,000	30,000	30,000
Total	\$ 149,657	\$ 137,035	\$ 151,013	\$ 145,313
Expenditures by Fund				
General Fund	\$ 149,657	\$ 137,035	\$ 151,013	\$ 145,313
Total	\$ 149,657	\$ 137,035	\$ 151,013	\$ 145,313

Notes

2018 Capital Outlay Budget Includes the Following:

Records remodel project	\$30,000
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Expenditures – Police Department



2018 Budget

Department: Police Department

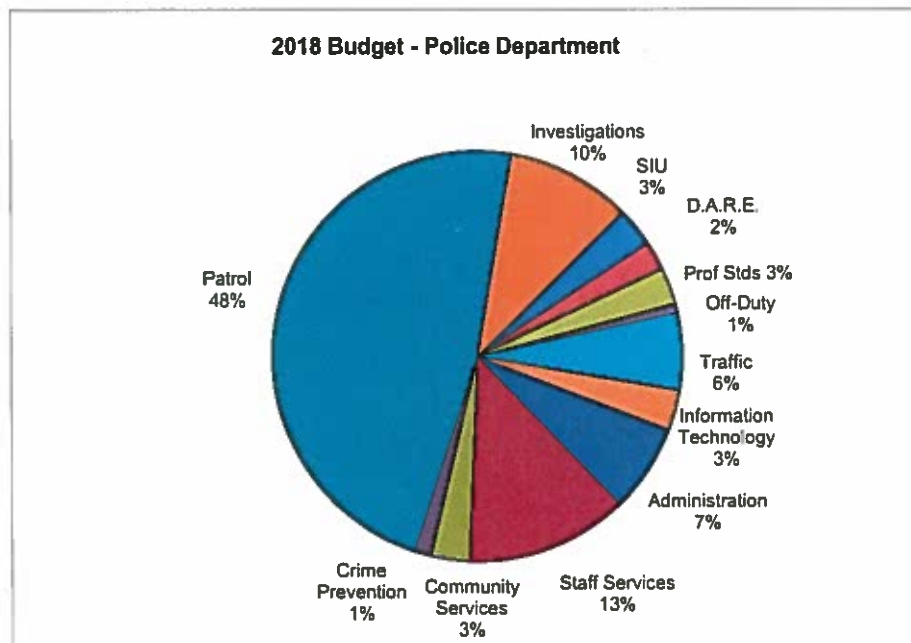
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Administration	\$ 416,689	\$ 449,187	\$ 445,605	\$ 458,655
Staff Services	839,302	884,591	852,447	845,432
Community Services	149,789	160,835	194,856	195,356
Crime Prevention	11,311	10,933	89,262	89,262
Patrol	2,933,661	2,951,738	3,122,228	3,128,678
Investigations	576,445	625,957	663,046	644,596
Special Investigations Unit	171,342	120,866	209,459	209,434
D.A.R.E.	92,658	87,799	107,760	148,400
Professional Standards	168,936	106,130	180,435	185,535
Off-Duty Contractual	42,316	33,856	48,707	48,707
Traffic Unit	275,554	303,932	409,670	399,670
Information Technology	155,096	194,812	255,250	205,545
Total	\$5,833,101	\$ 5,930,636	\$ 6,578,725	\$ 6,559,270
Expenditures by Character				
Personal Services	\$ 4,820,025	\$ 4,868,596	\$ 5,278,327	\$ 5,278,367
Contract Services	689,891	743,438	913,493	874,973
Commodities	173,873	154,690	210,405	213,030
Capital Outlay	149,312	163,912	176,500	192,900
Total	\$5,833,101	\$ 5,930,636	\$ 6,578,725	\$ 6,559,270
Expenditures by Fund				
General Fund	\$ 5,740,442	\$ 5,842,837	\$ 6,470,965	\$ 6,410,870
Special Alcohol Fund	92,658	87,799	107,760	148,400
Debt Service Fund	-	-	-	-
Total	\$5,833,101	\$ 5,930,636	\$ 6,578,725	\$ 6,559,270

Full-time Equivalent Positions

63.00	60.00	60.00	62.00
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Notes

- In 2018, Information Technology was moved from the Administration budget to the Police Department budget



2018 Budget

Department: Police Department
Program: Administration

Police administration is responsible for carrying out the directives, policies and procedures established by the City Council for operations of the Police Department. Responsibilities of this program include development of programs and procedures for emergency response, procedures to control or reduce crime and traffic accidents, and the establishment of programs to increase the quality of life in the cities of Prairie Village and Mission Hills.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 255,373	\$ 259,381	\$ 262,128	\$ 262,128
Contract Services	144,476	179,681	171,227	183,527
Commodities	15,531	9,823	11,750	12,500
Capital Outlay	1,308	302	500	500
Total	\$ 416,689	\$ 449,187	\$ 445,605	\$ 458,655
Expenditures by Fund				
General Fund	\$ 416,689	\$ 449,187	\$ 445,605	\$ 458,655
Total	\$ 416,689	\$ 449,187	\$ 445,605	\$ 458,655
Full-time Equivalent Positions				
	2.00	2.00	2.00	2.00
Police Chief	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00
Total	2.00	2.00	2.00	2.00

Notes

2018 Capital Outlay Budget Includes the Following:

Office Equipment	\$500
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2018 Budget

Department: Police Department
Program: Staff Services

The staff services division is responsible for the "911" emergency communication system and other calls for service within Prairie Village and Mission Hills. Additional responsibilities include the collection, dissemination, and the security of all police records, as well as monitoring building and court areas where security cameras are available.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 727,579	\$ 761,943	\$ 707,364	\$ 707,364
Contract Services	96,838	110,741	127,233	120,268
Commodities	13,008	9,755	15,350	15,300
Capital Outlay	1,877	2,152	2,500	2,500
Total	<u>\$ 839,302</u>	<u>\$ 884,591</u>	<u>\$ 852,447</u>	<u>\$ 845,432</u>

Expenditures by Fund				
General Fund	\$ 839,302	\$ 884,591	\$ 852,447	\$ 845,432
Total	<u>\$ 839,302</u>	<u>\$ 884,591</u>	<u>\$ 852,447</u>	<u>\$ 845,432</u>

Full-time Equivalent Positions				
	10.00	10.00	10.00	10.00
Police Captain	-	-	-	1.00
Communications Supervisor	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
Total	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>	<u>10.00</u>

Notes

2018 Capital Outlay Budget Includes the Following:

Replace Office Chairs	\$ 1,000
Computer Equipment	\$ 1,500
	<u>\$ 2,500</u>

2018 Budget

Department: Police Department
Program: Community Services

Community Services is responsible for the enforcement of the City's Animal Control Ordinances. Community Service Officers (CSOs) investigate animal complaints to include leash laws and neglect or animal abuse cases.

Community Services also supplements the Patrol Division by directing traffic at accident scenes, and providing extra personnel when needed for special events, vehicle maintenance, and other related duties.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 95,603	\$ 108,815	\$ 116,626	\$ 116,626
Contract Services	49,305	50,036	70,805	70,805
Commodities	4,881	1,983	7,425	7,925
Capital Outlay	0	0	0	0
Total	\$ 149,789	\$ 160,835	\$ 194,856	\$ 195,356

Expenditures by Fund				
General Fund	\$ 149,789	\$ 160,835	\$ 194,856	\$ 195,356
Total	\$ 149,789	\$ 160,835	\$ 194,856	\$ 195,356

Full-time Equivalent Positions				
	4.00	2.00	2.00	2.00
Community Service Officer	2.00	2.00	2.00	2.00
Crossing Guard	2.00	-	-	-
Total	4.00	2.00	2.00	2.00

Notes

2018 Contract Services Budget Includes the Following:

Johnson County Co-Responder	\$6,000
Crossing Guards & Animal Services	59,000
Insurance (Property & Workers Comp)	4,205
Vehicle Maintenance & Repair	1,500
Memberships	100
Total	\$ 70,805

2018 Budget

Department: Police Department
Program: Crime Prevention

Crime Prevention is responsible for speaking to various groups regarding crime prevention methods, distributing literature, alerting victims on how best to avoid future victimization, maintaining the Department's Face book account, and summarizes crime analysis patterns for the Patrol division to identify future enforcement priorities.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 8,271	\$ 8,205	\$ 81,918	\$ 81,918
Contract Services	2,886	2,728	4,494	4,494
Commodities	154	0	2,550	2,550
Capital Outlay	0	0	300	300
Total	\$ 11,311	\$ 10,933	\$ 89,262	\$ 89,262
Expenditures by Fund				
General Fund	\$ 11,311	\$ 10,933	\$ 89,262	\$ 89,262
Total	\$ 11,311	\$ 10,933	\$ 89,262	\$ 89,262
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Police Officer	-	-	1.00	1.00
Sergeant	1.00	1.00	-	-
Total	1.00	1.00	1.00	1.00

2018 Budget

Department: Police Department

Program: Patrol

The Patrol Division is responsible for initial response to calls for service and provide services through the district patrol concept. The basic emphasis of officers assigned to this Division is the protection of life and property, the detection and arrest of criminal violators of the law, recovery of stolen property and maintenance of a "police presence" throughout the cities of Prairie Village and Mission Hills.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 2,559,930	\$ 2,622,173	\$ 2,723,756	\$ 2,723,756
Contract Services	143,051	130,418	172,997	174,697
Commodities	99,985	99,024	121,475	122,725
Capital Outlay	130,695	100,122	104,000	107,500
Total	\$ 2,933,661	\$ 2,951,738	\$ 3,122,228	\$ 3,128,678
Expenditures by Fund				
General Fund	\$ 2,933,661	\$ 2,951,738	\$ 3,122,228	\$ 3,128,678
Total	\$ 2,933,661	\$ 2,951,738	\$ 3,122,228	\$ 3,128,678
Full-time Equivalent Positions				
	31.00	30.00	30.00	30.00
Police Captain	1.00	1.00	1.00	1.00
Police Sergeant	4.00	4.00	4.00	4.00
Police Corporal	3.00	3.00	3.00	3.00
Police Officer	23.00	22.00	22.00	22.00
Total	31.00	30.00	30.00	30.00

Notes

2018 Contractual Services Budget Includes the Following:

APS maintenance contract	\$ 8,000
Cleaning	\$ 10,000
Tow expenses	600
Dues & subscriptions	500
Patrol reference manuals	900
Machinery maintenance & repair	59,000
Insurance (Property & Workers Comp)	79,297
Graphics & application	3,800
In car video repairs	3,000
Mobile computer repair	3,500
School crossing beacon repairs	2,000
Department Cell Phones	4,000
Total	\$ 174,597

2018 Capital Outlay Budget Includes the Following:

Miscellaneous field equipment	\$ 17,500
Police Vehicles (3)	85,000
Office and computer equipment	5,000
Total	\$ 107,500

2018 Budget

Department: Police Department
Program: Investigations

Investigators conduct criminal investigations into all Part I (felony) and Part II (misdemeanor) crimes within the community. Personnel in this program also conduct juvenile investigations through School Resources Officers (SROs) at Shawnee Mission East High School and Indian Hills Middle School.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 537,598	\$ 561,322	\$ 580,530	\$ 580,530
Contract Services	25,039	25,088	40,041	40,191
Commodities	13,807	16,547	17,975	17,975
Capital Outlay	0	23,000	24,500	5,900
Total	\$ 576,445	\$ 625,957	\$ 663,046	\$ 644,596
Expenditures by Fund				
General Fund	\$ 576,445	\$ 625,957	\$ 663,046	\$ 644,596
Total	\$ 576,445	\$ 625,957	\$ 663,046	\$ 644,596
Full-time Equivalent Positions				
	6.00	6.00	6.00	6.00
Police Captain	1.00	1.00	1.00	1.00
Police Sergeant	1.00	1.00	1.00	1.00
Police Officer	4.00	4.00	4.00	4.00
Total	6.00	6.00	6.00	6.00

Notes

2018 Capital Outlay Budget Includes the Following:

Office and computer equipment	\$5,900
Total	\$ 5,900

2018 Budget

Department: Police Department
Program: Special Investigations Unit

The Special Investigations Unit (SIU) conducts investigations of individuals suspected of selling, distributing or possessing controlled substances. SIU not only focuses on drugs, but also other crimes such as prostitution, theft, liquor sales, and any other suspicious activity that may require undercover and/or surveillance work.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 162,566	\$ 113,360	\$ 196,856	\$ 196,856
Contract Services	5,741	6,569	8,228	8,228
Commodities	3,035	937	4,375	4,350
Capital Outlay	0	0	0	0
Total	\$ 171,342	\$ 120,866	\$ 209,459	\$ 209,434
Expenditures by Fund				
General Fund	\$ 171,342	\$ 120,866	\$ 209,459	\$ 209,434
Total	\$ 171,342	\$ 120,866	\$ 209,459	\$ 209,434
Full-time Equivalent Positions				
	2.00	2.00	2.00	2.00
Police Corporal	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00
Total	2.00	2.00	2.00	2.00

2018 Budget

Department: Police Department
Program: D.A.R.E.

The D.A.R.E. officer's primary responsibility is teaching the D.A.R.E. curriculum curriculum in our City's elementary schools. The D.A.R.E. officer is also the liaison between the Department and elementary school administration, participates in community events and and works with staff on school safety.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 73,069	\$ 67,457	\$ 79,733	\$ 79,773
Contract Services	3,777	7,589	11,472	12,072
Commodities	15,813	12,752	16,555	16,555
Capital Outlay	0	0	0	40,000
Total	\$ 92,658	\$ 87,799	\$ 107,760	\$ 148,400
Expenditures by Fund				
General Fund		\$ -	\$ -	\$ -
Special Alcohol Fund	92,658	87,799	107,760	148,400
Total	\$ 92,658	\$ 87,799	\$ 107,760	\$ 148,400
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00

Notes

- In 2018, Capital Outlay budget includes D.A.R.E. vehicle for \$40,000
- D.A.R.E. is funded by a transfer from the Special Alcohol Fund

2018 Budget

Department: Police Department
Program: Professional Standards

Professional Standards develops and implements training programs for all personnel and is responsible for hiring and recruitment. The training not only includes developing the existing staff, but also maintaining the Field Training Program for new employees.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 101,162	\$ 42,678	\$ 110,719	\$ 110,719
Contract Services	67,179	63,289	69,016	74,116
Commodities	595	163	700	700
Total	\$ 168,936	\$ 106,130	\$ 180,435	\$ 185,535
Expenditures by Fund				
General Fund	\$ 168,936	\$ 106,130	\$ 180,435	\$ 185,535
Total	\$ 168,936	\$ 106,130	\$ 180,435	\$ 185,535
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Police Sergeant	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00

2018 Budget

Department: Police Department
Program: Off-Duty Contractual

City organizations and private individuals often desire a police presence at private events. The City Council has stated that an increased police presence within the community by off-duty officers may further reduce crime. This program provides for those off-duty officers at events under conditions administered and controlled by the Department. This program includes security at Council meetings and Court sessions for both Prairie Village and Mission Hills.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 41,240	\$ 32,752	\$ 47,502	\$ 47,502
Contract Services	1,076	1,104	1,205	1,205
Total	\$ 42,316	\$ 33,856	\$ 48,707	\$ 48,707
Expenditures by Fund				
General Fund	\$ 42,316	\$ 33,856	\$ 48,707	\$ 48,707
Total	\$ 42,316	\$ 33,856	\$ 48,707	\$ 48,707

Notes

Revenues offset the anticipated expenses for off-duty contractual work.

2018 Budget

Department: Police Department
Program: Traffic Unit

The Traffic Unit is responsible for providing police services geared toward public safety on roadways, reduction in traffic accidents, and handling special projects.

These responsibilities are accomplished through selective enforcement in high accident areas, citizen complaints, school zones, and areas where speeding vehicles are problematic. In addition, the Traffic Unit handles special projects such as parades, street races, DUI saturation patrol, "Click It or Ticket," educational efforts, and other prevention programs sponsored by the Kansas Department of Transportation (KDOT).

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 257,633	\$ 290,508	\$ 371,195	\$ 371,195
Contract Services	10,858	9,736	16,225	16,225
Commodities	7,063	3,687	12,250	12,250
Capital Outlay	-	-	10,000	-
Total	\$ 275,554	\$ 303,932	\$ 409,670	\$ 399,670
Expenditures by Fund				
General Fund	\$ 275,554	\$ 303,932	\$ 409,670	\$ 399,670
Total	\$ 275,554	\$ 303,932	\$ 409,670	\$ 399,670
Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Police Officer	4.00	4.00	4.00	4.00
Police Sergeant	1.00	1.00	1.00	1.00
Total	5.00	5.00	5.00	5.00

2018 Budget

Department: Police Department
Program: Information Technology

Information Technology provides support for all users of the City's network information systems and administers the network hardware, software and communications for all applications.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ -	\$ -	\$ -	\$ -
Contract Services	139,664	156,458	220,550	169,145
Commodities	0	18	0	200
Capital Outlay	15,432	38,336	34,700	36,200
Total	\$ 155,096	\$ 194,812	\$ 255,250	\$ 205,545

Expenditures by Fund				
General Fund	\$ 155,096	\$ 194,812	\$ 255,250	\$ 205,545
Total	\$ 155,096	\$ 194,812	\$ 255,250	\$ 205,545

Full-time Equivalent Positions				
	-	-	-	2.00
IT Specialist	-	-	-	1.00
IT Manager	-	-	-	1.00
Total	-	-	-	2.00

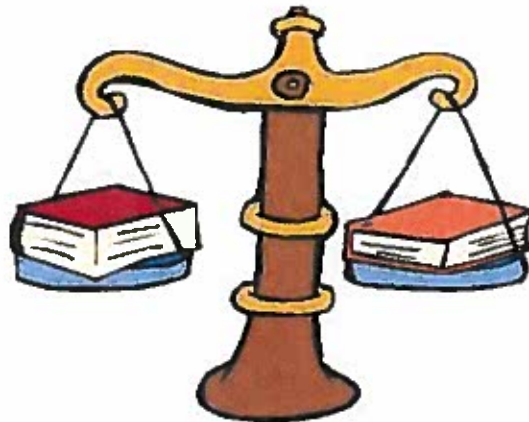
Notes

2018 Capital Outlay Budget Includes the Following:

Replace PC's - city-wide	\$ 24,000
Software Upgrades	5,000
Miscellaneous & Field Equipment	3,000
Communications Equipment	4,200
Total	\$ 36,200



Expenditures – Municipal Justice



2018 Budget

Department: Municipal Justice

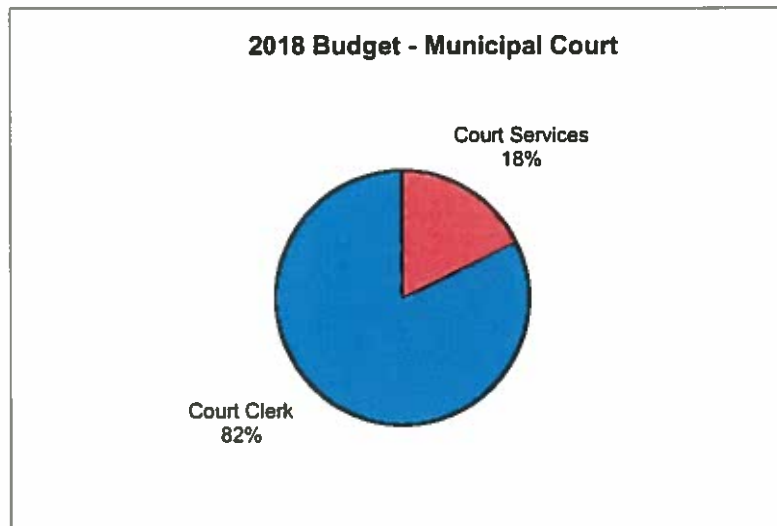
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Judges	\$ 30,924	\$ -	\$ -	\$ -
Court Services	43,093	78,767	89,535	85,335
Court Clerk	329,507	350,113	395,429	396,519
Total	\$ 403,523	\$ 428,879	\$ 484,964	\$ 481,854

Expenditures by Character				
Personal Services	\$ 283,587	\$ 288,894	\$ 308,759	\$ 308,759
Contract Services	111,924	134,465	168,005	164,895
Commodities	7,930	3,200	5,200	5,200
Capital Outlay	83	2,321	3,000	3,000
Total	\$ 403,523	\$ 428,879	\$ 484,964	\$ 481,854

Expenditures by Fund				
General Fund	\$ 403,523	\$ 428,879	\$ 484,964	\$ 481,854
Total	\$ 403,523	\$ 428,879	\$ 484,964	\$ 481,854

Full-time Equivalent Positions	5.25	5.25	5.25	5.25
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Appointed/Contracted Officials	1.25	1.25	1.25	1.25
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2018 Budget

Department: Municipal Justice
Program: Judges

The Municipal Court Judges hear arraignments and conduct trials as part of the Municipal Court functions.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 30,206	\$ -	\$ -	\$ -
Contract Services	718	-	-	-
Commodities	-	-	-	-
Total	\$ 30,924	\$ -	\$ -	\$ -
Expenditures by Fund				
General Fund	\$ 30,924	\$ -	\$ -	\$ -
Total	\$ 30,924	\$ -	\$ -	\$ -

Notes

- in 2016, Judges and Bailiff were moved to the contract services budget under Prosecutors.

2018 Budget

Department: Municipal Justice
Program: Court Services

The Prosecutor is responsible for representing law enforcement and code enforcement interests during trials and in processing the City's Diversion Program for DUI's and other misdemeanor Criminal Offenses.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ -	\$ 8,759	\$ -	\$ -
Contract Services	43,093	70,008	89,535	85,335
Total	\$ 43,093	\$ 78,767	\$ 89,535	\$ 85,335
Expenditures by Fund				
General Fund	\$ 43,093	\$ 78,767	\$ 89,535	\$ 85,335
Total	\$ 43,093	\$ 78,767	\$ 89,535	\$ 85,335
Full-time Equivalent Positions				
	0.25	0.25	0.25	0.25
Court Bailiff	0.25	0.25	0.25	0.25
Total	0.25	0.25	0.25	0.25
Appointed/Contracted Officials				
	1.25	1.25	1.25	1.25
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	1.25	1.25	1.25	1.25

Notes

- in 2016, Judges and Bailiff were moved from the personal services budget under Judges.

2018 Budget

Department: Municipal Justice

Program: Court Clerk

The City of Prairie Village provides Municipal Court services for the City of Prairie Village and the City of Mission Hills. The Court Clerk office prepares and maintains records, collects fines, schedules Court dockets, and prepares required reports of Court activities.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 253,381	\$ 280,135	\$ 308,759	\$ 308,759
Contract Services	68,114	64,457	78,470	79,560
Commodities	7,930	3,200	5,200	5,200
Capital Outlay	83	2,321	3,000	3,000
Total	\$ 329,507	\$ 350,113	\$ 395,429	\$ 396,519
Expenditures by Fund				
General Fund	\$ 329,507	\$ 350,113	\$ 395,429	\$ 396,519
Total	\$ 329,507	\$ 350,113	\$ 395,429	\$ 396,519
Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk A	3.00	3.00	3.00	3.00
Court Clerk B	1.00	1.00	1.00	1.00
Total	5.00	5.00	5.00	5.00



Expenditures – Community Development



2018 Budget

Department: Community Development

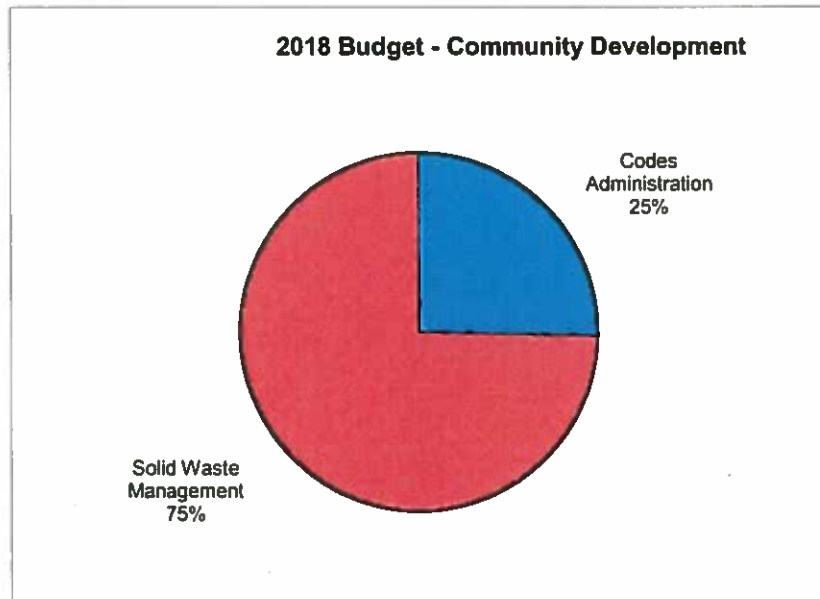
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Codes Administration	416,538	507,584	579,817	580,867
Solid Waste Management	1,403,839	1,391,311	1,688,638	1,711,817
Total	\$1,820,377	\$1,898,895	\$ 2,268,455	\$ 2,292,684

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Character				
Personal Services	\$ 405,406	\$ 491,524	\$ 545,942	\$ 546,903
Contract Services	1,399,288	1,394,437	1,705,013	1,727,431
Commodities	11,636	10,415	13,300	15,150
Capital Outlay	4,047	2,519	4,200	3,200
Debt Service	-	-	-	-
Contingency	-	-	-	-
Total	\$1,820,377	\$1,898,895	\$ 2,268,455	\$ 2,292,684

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Fund				
General Fund	416,538	507,584	579,817	580,867
Solid Waste Management Fund	1,403,839	1,391,311	1,688,638	1,711,817
Total	\$1,820,377	\$1,898,895	\$ 2,268,455	\$ 2,292,684

Full-time Equivalent Positions	4.70	5.20	6.20	7.20
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- In 2016, personal services reflects budget for full time Code Enforcement Officer.
- In 2017, personal services reflects budget for full time Building Inspector.



2018 Budget

Department: Community Development
Program: Codes Administration

Codes Administration Program is charges with enforcing building codes, zoning codes, rental licensing and property maintenance codes to ensure the health, safety and welfare of the community. The Codes Administration Program is also responsible for administering the Exterior Grant Program.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 380,034	\$ 464,662	\$ 519,101	\$ 519,101
Contract Services	20,821	29,988	44,216	44,416
Commodities	11,636	10,415	12,300	14,150
Capital Outlay	4,047	2,519	4,200	3,200
Total	\$ 416,538	\$ 507,584	\$ 579,817	\$ 580,867

Expenditures by Fund				
General Fund	\$ 416,538	\$ 507,584	\$ 579,817	\$ 580,867
Total	\$ 416,538	\$ 507,584	\$ 579,817	\$ 580,867

Full-time Equivalent Positions	4.40	4.90	5.90	6.90
Assistant City Administrator	0.40	0.40	0.40	0.40
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	2.00	2.00
Building Inspector	1.00	1.00	1.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Management Intern	-	0.50	0.50	0.50
Total	4.40	4.90	5.90	6.90

Notes

- In 2016, personal services reflects budget for full time Code Enforcement Officer.
- In 2017, personal services reflects budget for full time Building Inspector.

2018 Contract Services Budget Includes the Following:

Insurance (P&C and WC)	\$ 9,686
Training	11,300
Vehicle gas and maintenance	2,000
Dues for professional organizations	5,730
Contract for mowing	7,000
Contract for scanning	5,200
Copier	3,500
	<u>\$ 44,416</u>

2018 Capital Outlay Budget Includes the Following:

Office equipment & furniture	\$ 2,000
Computer equipment	600
Field equipment	600
	<u>\$ 3,200</u>

2018 Budget

**Department: Community Development
Program: Solid Waste Management**

Solid waste, composting and recyclables collection services are provided weekly for residents. These services are financed by special assessments to residents who subscribe to the service. Ninety-five percent of the single-family homes in the city use the service. Other are provided service through their homes association.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 25,372	\$ 26,862	\$ 26,841	\$ 27,802
Contract Services	1,378,467	1,364,449	1,660,797	1,683,015
Commodities	0	0	1,000	1,000
Contingency	0	0	0	0
Total	<u>\$ 1,403,839</u>	<u>\$ 1,391,311</u>	<u>\$ 1,688,638</u>	<u>\$ 1,711,817</u>
Expenditures by Fund				
Solid Waste Management Fund	1,403,839	1,391,311	1,688,638	1,711,817
Total	<u>\$ 1,403,839</u>	<u>\$ 1,391,311</u>	<u>\$ 1,688,638</u>	<u>\$ 1,711,817</u>
Full-time Equivalent Positions				
	0.30	0.30	0.30	0.30
Assistant City Administrator	0.30	0.30	0.30	0.30
Total	<u>0.30</u>	<u>0.30</u>	<u>0.30</u>	<u>0.30</u>

Notes

- Contract services budget includes the cost for the annual large item pickup. The cost is \$29,000.

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. The fee also includes a portion of the City's administrative costs including personal services and supplies.

2010 Assessment: \$177.62
 2011 Assessment: \$200.74
 2012 Assessment: \$200.74
 2013 Assessment: \$158.52
 2014 Assessment: \$174.00
 2015 Assessment: \$174.00
 2016 Assessment: \$174.00
 2017 Assessment: \$192.00
 2018 Assessment: \$192.00



Expenditures – Parks & Community Programs



2018 Budget

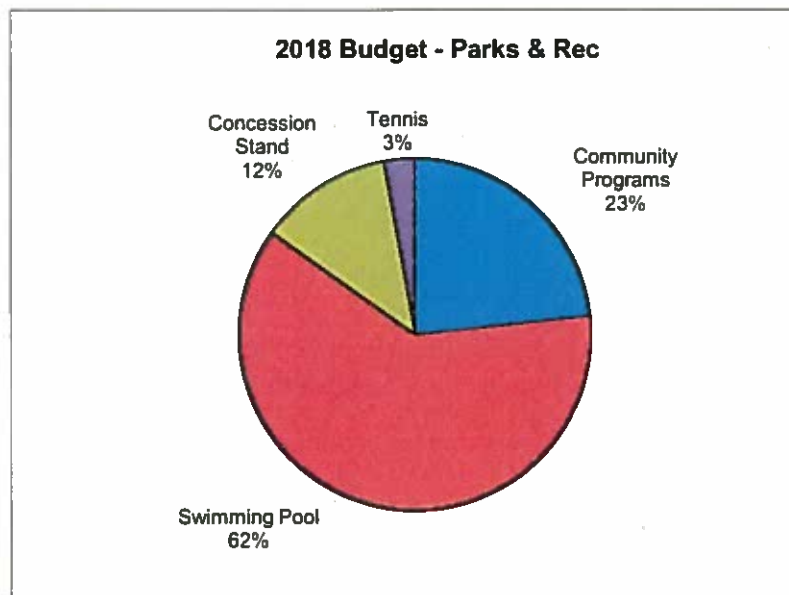
Department: Parks & Community Programs

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Community Programs	\$ 184,725	\$ 72,156	\$ 131,977	\$ 139,827
Swimming Pool	295,965	305,712	368,837	369,337
Concession Stand	39,730	53,957	73,648	73,573
Tennis	13,468	14,472	17,200	17,150
Total	\$ 533,887	\$ 446,297	\$ 591,662	\$ 599,887

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Character				
Personal Services	\$ 355,520	\$ 327,893	\$ 417,314	\$ 417,314
Contract Services	115,948	58,253	95,173	112,273
Commodities	37,389	45,866	58,375	59,500
Capital Outlay	25,030	14,286	20,800	10,800
Total	\$ 533,887	\$ 446,297	\$ 591,662	\$ 599,887

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Fund				
General Fund	\$ 533,887	\$ 446,297	\$ 591,662	\$ 599,887
Special Alcohol Fund	24,000	30,000	30,000	40,000
Debt Service Fund	0	0	0	0
Total	\$ 557,887	\$ 476,297	\$ 621,662	\$ 639,887

Full-time Equivalent Positions	20.80	20.80	20.80	20.80
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2018 Budget

Department: Parks & Community Programs

Program: Community Programs

This program provides funding for special city events and activities such as the annual 4th of July Celebration (Village Fest). It provides cultural programming sponsored by the Prairie Village Arts Council, JazzFest and Environmental Committee initiatives.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 85,694	\$ 47,931	\$ 73,767	\$ 73,767
Contract Services	82,892	23,104	51,960	65,060
Commodities	139	541	1,250	1,000
Capital Outlay	16,000	580	5,000	0
Total	\$ 184,725	\$ 72,156	\$ 131,977	\$ 139,827
Expenditures by Fund				
General Fund	\$ 184,725	\$ 72,156	\$ 131,977	\$ 139,827
Special Alcohol Fund	24,000	30,000	30,000	40,000
Total	\$ 208,725	\$ 102,156	\$ 161,977	\$ 179,827
Full-time Equivalent Positions				
	0.78	0.78	0.78	0.78
Management Assistant	0.78	0.78	0.78	0.78
Total	0.78	0.78	0.78	0.78

Notes

- Programs include Arts Council, Environmental Committee, Sister City and Village Fest. In 2017, Arts Council utilized funds in the PV Foundation to cover annual expenses

2018 Contract Services Includes the Following:

Insurance (P&C and WC)	\$ 2,560
VillageFest	18,000
Arts Council	13,500
Environmental Committee	8,000
Minor Home Repair	6,000
UCS	7,000
JazzFest	10,000
	\$ 65,060

2018 Budget

Department: Parks & Community Programs

Program: Swimming Pool

The City provides a swimming pool complex for use during the summer months. The City also sponsors swim and dive teams for youth.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 241,742	\$ 242,618	\$ 299,647	\$ 299,647
Contract Services	28,065	29,499	36,390	40,390
Commodities	17,128	21,820	20,000	21,500
Capital Outlay	9,030	11,776	12,800	7,800
Total	\$ 295,965	\$ 305,712	\$ 368,837	\$ 369,337

Expenditures by Fund				
General Fund	\$ 295,965	\$ 305,712	\$ 368,837	\$ 369,337
Total	\$ 295,965	\$ 305,712	\$ 368,837	\$ 369,337

Full-time Equivalent Positions				
	16.82	16.82	16.82	16.82
Management Assistant	0.22	0.22	0.22	0.22
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
Total	16.82	16.82	16.82	16.82

Notes

2018 Capital Outlay Budget Includes the Following:

Miscellaneous Pool Equipment	7,000
Office Equipment	800
	<u>7,800</u>
	\$ 7,800

2018 Budget

Department: Parks & Community Programs

Program: Concession Stand

The concession stand serves the patrons of both the swimming pool complex and Harmon Park.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 16,873	\$ 26,778	\$ 31,611	\$ 31,611
Contract Services	3,167	2,873	3,962	3,962
Commodities	19,690	22,376	35,075	35,000
Capital Outlay	0	1,930	3,000	3,000
Total	\$ 39,730	\$ 53,957	\$ 73,648	\$ 73,573
Expenditures by Fund				
General Fund	\$ 39,730	\$ 53,957	\$ 73,648	\$ 73,573
Total	\$ 39,730	\$ 53,957	\$ 73,648	\$ 73,573
Full-time Equivalent Positions				
	3.00	3.00	3.00	3.00
Concession Worker	3.00	3.00	3.00	3.00
Total	3.00	3.00	3.00	3.00

2018 Budget

Department: Parks & Community Programs

Program: Tennis

The City provides tennis courts in several City parks. The City also sponsors tennis lessons and a Kansas City Junior Tennis League (JTL) team.

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 11,211	\$ 10,566	\$ 12,289	\$ 12,289
Contract Services	1,824	2,777	2,861	2,861
Commodities	432	1,129	2,050	2,000
Total	\$ 13,468	\$ 14,472	\$ 17,200	\$ 17,150
Expenditures by Fund				
General Fund	\$ 13,468	\$ 14,472	\$ 17,200	\$ 17,150
Total	\$ 13,468	\$ 14,472	\$ 17,200	\$ 17,150
Full-time Equivalent Positions				
	0.20	0.20	0.20	0.20
Tennis Instructor	0.20	0.20	0.20	0.20
Total	0.20	0.20	0.20	0.20



2018 POLICE DEPARTMENT BUDGET

CHIEF TIM M. SCHWARTZKOPF

MINUS PERSONNEL COSTS		2018	2017
Administration	21	47,575.00	44,725.00
Staff Services	22	140,910.00	145,925.00
Community Services	23	75,275.00	71,200.00
Crime Prevention	24	5,860.00	5,923.00
Patrol	25	490,625.00	478,519.00
Investigations	26	61,705.00	80,605.00
Special Investigations	27	13,250.00	13,425.00
D.A.R.E.	28	66,915.00	26,110.00
Professional Standards	29	74,420.00	69,320.00
Off-Duty Contractual	30	48,707.00	48,707.00
Traffic Unit	31	31,500.00	42,100.00
TOTAL		1,056,742.00	1,026,559.00
2.94% DIFFERENCE		30,183.00	



ADMINISTRATION

2018 Budget	2017 Budget
47,575.00	44,725.00

- Chief of Police and Executive Assistant



ADMINISTRATION – changes

- increase – \$1,000 – physical exams (new hires)
- reduction – \$1,000 – medical tests / assessments
- increase – \$2,000 – Department composite



OFF-DUTY CONTRACTUAL

2018 Budget	2017 Budget
48,707.00	48,707.00

- no change

STAFF SERVICES

CAPT. MYRON WARD



COMMUNICATIONS

2018 Budget	2017 Budget
140,910.00	145,925.00

- 1 Captain, 6 Dispatchers, 2 Records Clerks, 1 Property Custodian



COMMUNICATIONS - changes

- increase – \$2,000 – overtime
- reduction – \$1,120 – JOCO Notify
- reduction – \$4,780 – new RMS
- reduction – \$1,000 – postage



PROFESSIONAL STANDARDS

2018 Budget	2017 Budget
74,420.00	69,320.00

- 1 Sergeant
- increase – \$2,000 – Range Time / Supplies



INFORMATION TECHNOLOGY

2018 Budget	2017 Budget
205,545.00	255,250.00

- 1 Senior Information Technology Specialist
- 1 Information Technology Specialist



INFORMATION TECHNOLOGY - changes

- increase – \$4,000 – training and conferences
- reduction – \$51,405 – DTI contract services

INVESTIGATIONS

CAPT. WES LOVETT



CRIME PREVENTION

2018 Budget	2017 Budget
5,860.00	5,923.00

- 1 Officer
- no changes from the 2018 budget



INVESTIGATIONS

2018 Budget	2017 Budget
61,705.00	80,605.00

- 1 Captain, 1 Sergeant, 2 Detectives, 2 School Resource Officers



INVESTIGATIONS - changes

- increase – \$4,900 – replacing the Voice Stress Analysis equipment and new software
- reduction – \$23,000 – no vehicle in 2018



SPECIAL INVESTIGATIONS (SIU)

2018 Budget	2017 Budget
13,250.00	13,425.00

- 1 Corporal and 1 Detective
- no changes +/- \$1,000 threshold



D.A.R.E.

2018 Budget	2017 Budget
66,915.00	26,110.00

- 1 Officer



D.A.R.E. - changes

- increase - \$40,000.00 – new D.A.R.E. vehicle
 - ▣ no impact to General Fund
 - ▣ expense taken from Special Alcohol Tax Fund

PATROL

CAPT. BYRON ROBERSON



COMMUNITY SERVICES (Animal Control)

2018 Budget	2017 Budget
75,275.00	74,775.00

- 2 Community Service Officers (CSOs)
- crossing guard services contract
- no budget changes



PATROL

2018 Budget	2017 Budget
490,625.00	478,519.00

- 1 Captain, 5 Sergeants and 3 Corporals
- 22 Officers (8.2 FTEs for Mission Hills)



PATROL - changes

- increase – \$10,000 – Patrol overtime
- increase – \$4,100 – cell phones for district cars
- increase – \$1,000 – vehicle assembly
- increase – \$1,000 – MDT air cards
- increase – \$3,500 – replace chairs in Roll Call and Report Writing



TRAFFIC

2018 Budget	2017 Budget
31,500.00	42,100.00

- 4 Officers
- reduction - \$10,000 – motorcycle

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, May 01, 2017
7:30 PM**

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **INTRODUCTION OF STUDENTS & SCOUTS**

V. **PRESENTATIONS**

Recognition of New Police Officers

Recognition of Prairie Village Shopping Center retailers

VI. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

VII. **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. Approve regular City Council meeting minutes- April 17, 2017
2. Adopt an Ordinance approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event
3. Approve Interlocal Agreement with Johnson County for the 2017 CARS project

VIII. **COMMITTEE REPORTS**

Council Committee of the Whole

COU2017-23 Consider approval of a Construction Contract with Kansas Heavy for the Tomahawk Trail project

COU2017-25 Consider approval of the 2018-2022 CARS Program

IX. **MAYOR'S REPORT**

- X. STAFF REPORTS
- XI. OLD BUSINESS
- XII. NEW BUSINESS
- XIII. EXECUTIVE SESSION

- XIV. ANNOUNCEMENTS
- XV. 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 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 COUNCIL
CITY OF PRAIRIE VILLAGE**

April 17, 2017

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 17, 2017 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director, Amy Hunt, HR Manager, and Meghan Buum, Deputy City Clerk.

INTRODUCTION OF STUDENTS & SCOUTS

One scout was in attendance and introduced himself.

PUBLIC PARTICIPATION

Mary English, 4402 W 77th Terrace, addressed the City Council. On April 4, 2017, Ms. English read a Shawnee Mission Post article related to constructing an amphitheatre at Harmon Park. Ms. English uses the park on a daily basis and does not support advancing a study for a rarely used amphitheatre in place of a heavily used green space.

She stated that the park is used daily by residents for disc golf, picnics, walking dogs, and hanging hammocks. Ms. English has met many neighbors at the disc golf course. The park is already losing a large chunk of green space to the fire station that citizens did not have input in. She doesn't want to see green space, trees, landmarks, or the disc golf course compromised for a concrete structure. She stated that her household will be watching the progression of this proposal closely and as it advances, they will take action as they can as citizens.

CONSENT AGENDA

Mr. Runion noted a correction to the April 3, 2017 meeting minutes in reference to the cost of the Village Square study.

Ted Odell moved the approval of the Consent Agenda items with the noted correction to the minutes for April 17, 2017:

1. Approval of the regular City Council meeting minutes - April 3, 2017
2. Approval of claims ordinance 2953
3. Approval of bid award to purchase swimming pool chemicals
4. Approval of bid award for highway rock salt
5. Approval of JazzFest performance contract
6. Approval of 2017-2018 insurance renewal

A roll call vote was taken with the following members voting "aye": Nelson, Schermoly, Noll, Mikkelson, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

COMMITTEE REPORTS

Environment/Recycle Committee

Jori Nelson announced that the Annual Earth Fair held at Shawnee Mission East on Saturday, April 15th was a great success with many in attendance.

Prairie Village Arts Council

Eric Mikkelson shared that the “Future of the Arts” reception was successful. The Council Chamber was filled with youngsters and families and by all reports a big success.

Prairie Village Tree Board

Terrence Gallagher noted that April 29th is Arbor Day and the Tree Board will recognize that by planting a tree in Weltner Park.

MAYOR’S REPORT

Mayor Wassmer reported that she was elected Vice Chair of the Johnson and Wyandotte County Council of Mayors.

STAFF REPORTS

Public Safety

- Chief Tim Schwartzkopf addressed the compensation study. He mentioned the number of Public Works and City Hall employees present at the meetings. While a large portion of the discussion focused on the Police Department, the salary study does impact the entire organization. He reinforced that the Police Department relies on all these departments to get their job accomplished. Not a week goes by where he doesn’t hear from his peers regarding the difficulty of hiring new officers. The industry faces many challenges including the inherent danger of police work, competition from other agencies and the private sector, and damaging national news stories hurting the reputation of policing. The PVPD is authorized to have 47 officers. The Department is currently five officers down and will be six down in May after an officer relocates to a new state. Three officers will come on board in May to go to the Police Academy so the Department will still be three short. Out of 386 applicants since February 2016, 30 candidates have made it to the interviews and nine have been hired. There is significant competition among departments as they try hard to attract seasoned, trained officers. It is \$50,000 to recruit, hire, and train an officer. The Department has spent \$450,000 with an upcoming \$300,000 for the new hires. It is important to not just recruit the right people, but keep those that we have developed to our standards. These officers will be the next corporals, sergeants, captains and police chief. It is not just officers, but dispatchers, animal control, and office staff. He wants the Prairie Village Police Department to be an employer of choice. He wants tenured employees to be rewarded and young employees to be able to plan for their future. He fully supports the recommendations from the compensation study.

- Officer Mark Brown competed in a metro wide motorcycle competition and took third place.
- The Citizens Police Academy starts Wednesday, April 19th. 12 people are enrolled.

Public Works

- Keith Bredehoeft submitted a grant to the Land Water Conservation fund for North Park. Continued discussions will take place at future meetings
- The McCrum Tennis Court repairs are progressing. Asphalt was laid this week.
- Mr. Bredehoeft noted that the construction at Roe Avenue at 91st Terrace is complete.

Shelia Meyers asked if Mr. Bredehoeft has received any comments from the neighbors.

Mr. Bredehoeft replied that he had not received any negative feedback. Mayor Wassmer stated that she had seen a few people confused by the inability to turn left. Mr. Bredehoeft stated that a sign indicating that had been placed on 91st Street.

Administration

- Lisa Santa Maria shared a presentation highlighting the preliminary 2018 budget revenue assumptions. This is the earliest she has ever shared this information but it is a good starting point. She highlighted items to consider:
- After meeting with the County Appraiser, the estimated growth in property tax income should be around 12.13%. However, it appears that appeals will likely be higher than usual this year so it may be slightly less. Ms. Santa Maria does not anticipate Meadowbrook affecting the 2018 Budget in terms of property taxes and TIF increment.
- The County Public Safety sales tax of which the City will receive a portion is in effect for the next 10 years but the City cannot count on it as a long term revenue source.
- The Google Fiber franchise fee is new revenue but it may cause others franchise fees to go down.
- Motor Vehicle and Gas Tax are using 2017 budget numbers as the 2018 estimates are not available yet. The Alcohol Tax is up slightly.
- The bulk of revenue over the last several years has been from property and sales tax.

Sheila Meyers asked if the increase in building permit fees will increase the total revenue. Ms. Santa Maria responded that there are a lot of different fees that factor into

the budget. The one that most significantly impacts the budget is ticketing from the Police Department, where revenues have decreased due to a lack of officers.

Brooke Morehead asked if the city receives permit fees from the Meadowbrook TIF projects. Quinn Bennion responded that yes, the city does receive income from the building permit fees at Meadowbrook. Mr. Bennion explained that the entities pay their property taxes each year. The base amount is distributed to the city, county, school district, and state as usual. The increment, or new tax, goes to the repayment of the bonds. When the property taxes at Meadowbrook are calculated, the city can only count on the base, not the increment.

Ms. Morehead asked how the price of a building permit was determined. Mr. Bennion responded that it is usually a percentage of the total cost of the project.

Eric Mikkelson asked for clarification on the TIF. Even if no improvements were done, it can be assumed that the property value will increase by 12% on average as other Prairie Village properties did. Assuming the property does increase by 12%, does that go into the TIF fund or does it increase the base? Mr. Bennion stated that the base is fixed and it would go into the TIF fund, which means the bonds could be paid off earlier than anticipated.

Terrence Gallagher clarified that the new county sales tax is related to the construction of the new courthouse. Ms. Santa Maria responded affirmatively.

- Ms. Santa Maria shared that Motor Vehicle and Gas Tax are using 2017 budget numbers as the 2018 estimates are not available yet. The Alcohol Tax is up slightly.
- The bulk of revenue over the last several years has been from property and sales tax.
- She is moving forward on the assumption that the mill will remain 19.41.
- The Public Safety budget will be presented at the May 1 meeting. The Public Works and Administration budget will be presented at the May 15 meeting. The

final CIP, outside agencies, and economic development budgets will be shared at the June 5 meeting.

- The Personal Services components will be finalized at a later date dependent on the outcomes of the compensation study.

Brooke Morehead asked if the City would still receive a franchise fee from KCP&L after the street light purchase. Ms. Santa Maria responded affirmatively, the franchise fee is unrelated to the streetlights.

Mr. Mikkelson asked when the Council can expect to see the compensation piece factored into the budget. Ms. Santa Maria said that she hoped that would be final at the May 15 meeting. Because it is the city's largest expenditure, the sooner the better. Mr. Mikkelson asked if that conversation would be conducted in tandem with the department budgets. Ms. Santa Maria said yes.

Dan Runion stated that while City Council would like to fund everything, there may be some decisions that need to be made to fund certain items over others. He asked how those piece by piece decisions are made. Ms. Santa Maria stated that the further we get into the budget cycle, the more difficult it becomes to change items. Thus far, the budgets are very conservative. The largest components are Personal Services, the CIP, and the Economic Development as it depletes. City Council needs to look out 10 years from now and decide how that fund should look for future Councils. Mayor Wassmer reiterated if you don't like the way the budget looks, the time to make any drastic adjustments is now.

Staff Reports continued:

- Wes Jordan shared that when the solid waste ordinance was considered at a past meeting, he received input to further look into the "scavenger" prohibitions. He clarified that this concerns scavenging from recycling, not the large item pick up as that actually provides the City a service because the weights collected is lower. That will be clarified in the amended ordinance.

Sheila Myers asked for clarification on the prohibition of kitchen scraps in compost piles. Mr. Jordan stated that the City gets very few complaints on compost items. He believes that the kitchen scraps is typically related to meat products due to the odor and attracting wildlife. He can do more research on the item. Serena Schermoly asked if that would be a misdemeanor crime as the ordinance currently states. Mr. Jordan stated that he doesn't foresee that being classified as a misdemeanor but he will talk to the City Attorney about best practices.

- Mr. Jordan shared further research related to trash can screening. He found that other cities requirements are all across the board. Some require screening and others don't. Some cities rely on the homes associations to enforce screening requirements. A new anomaly the City is facing is residents who have kept their Deffenbaugh cans and now have four trash containers. He is not aware of any city that does a partial screening option as a front screen does not solve the issue. The latest issue to pass a screening ordinance is Roeland Park which is similar to Prairie Village's ordinance as it currently stands, with an exception for elderly residents on a case by case basis as well as a requirement to correct the issue within 48 hours or a progressive fine. Mr. Jordan recommends leaving the current ordinance in place.

Mayor Wassmer stated that she doesn't agree with the 48 hour correction window and feels at least three weeks is a more acceptable window.

Eric Mikkelson asked about a possible program to help residents facing a hardship. Mr. Jordan stated that he would further investigate those options after receiving direction from the Council to continue the screening ordinance.

Mr. Odell shared his support for maintaining the current ordinance with a hardship provision and a longer length for rectifying screening issues.

Mayor Wassmer suggested creating a pamphlet with appropriate screening options.

Ms. Myers asked if landscaping was an appropriate screening option. Mr. Jordan responded that as long as the planting had foliage year round, it was an appropriate option.

Mr. Jordan stated that the last thing the City wanted was for this to become a court issue.

Mr. Odell moved the City Council direct staff to develop an ordinance that maintains the screening requirements with clarification to screening multiple sides, a hardship provision, a progressive fine structure, and the development of an assistance program. The motion was seconded by Brooke Morehead and passed unanimously.

- Mr. Jordan stated that large item pickup would take place over the next two weekends. Staff has fielded phone calls related to the removal of refrigerants/freon from appliances prior to collection. This change was implemented eight years ago so it is not a new requirement.
- Quinn Bennion reported that Lisa Santa Maria was recently voted as president of the State of Kansas GFOA.
- Mr. Bennion reported that Johnson County Park and Recreation recently put the Meadowbrook Park amenities out for bid.
- Mr. Bennion reported that Dial Realty will be attending the May 1, 2017 meeting to discuss the senior living facility at Meadowbrook Park as well as a financial update.

OLD BUSINESS

Brooke Morehead responded to Mary English's comments from the public participation portion of the meeting. She stated that the study underway is related to the comprehensive park master plan created in 2009. She has gotten a great response to the proposed park improvements. She believes it is an opportunity for the Council to show leadership and plan for the future. There is not a plan to cover green space with concrete, but a hope to add to the development of the park.

Serena Schermoly stated that she wants to reinforce that the fire department is building on the church's property, not city's property. She believes there confusion over that fact. She would like to hear from Chief Lopez on the development. Mr. Bennion stated that the Council would hear from the Consolidated Fire District at the May 1 meeting.

Eric Mikkelson stated that Mary English's comments resonated with him, and he understands her desire to keep green space in the park. It is important to hear both sides.

Mayor Wassmer clarified that there is no plan to remove the disc golf course or damage the historical wagon ruts that are visible in the park. Mr. Mikkelson questioned how that would be possible considering two holes of the disc golf course would be impacted by the amphitheatre. Ms. Morehead responded that the layout of the course might need to shift. The amphitheatre is an open air concept so play could continue. Everything can work together in the park.

Dan Runion asked if the amphitheatre was a guaranteed concept or a potential option. Mayor Wassmer stated that they study will determine if it is a feasible, wanted amenity in the park. Terrence Gallagher stated that just like any other park in the CIP, there will be community meetings to provide direction. The amphitheatre is just one component; the study will also address play structures, park shelters and other amenities.

Jori Nelson stated that she understood Ms. English's desire for City Council to be mindful of the importance of the green space to residents.

NEW BUSINESS

Eric Mikkelson stated that in light of the existing policy on the election of Council President beginning in May, the election would need to be held at this Council meeting. The issue of change of elections and desire for the term to run concurrent with the elections cycle will require a change to the policy. According to the current policy, Jori Nelson would be the next Council President. Mr. Mikkelson has spoken to Ms. Nelson and she has stated her willingness to accept a truncated term to get the terms back on track with the election cycle. He stated that this is in no way a reflection on the current Council President, Ted Odell, however, this role has a significant amount of agenda control and the Council shouldn't trample the rights of a fellow member to serve in her due role. Eric Mikkelson would like to amend council policy to start with a new president in January or February and nominate Jori Nelson to serve in the shortened term until that time. He welcomed discussion.

Mayor Wassmer stated that following the Committee on Committee meeting, she met with Quinn Bennion and Joyce Hagen Mundy to review all items impacted by the election cycle change for amendments at the May 1 Council meeting. She would like to have the discussion as part of a larger review on all policies that will need to be amended, such as committee appointments, Council committee assignments, and council recognition. Additionally, she would like to have council members have the information in advance of the discussion so they have time to review the materials. Dan Runion asked if the other policy items should also be affective in May. Mayor Wassmer responded that they all are due to the previous election cycles.

Eric Mikkelson stated that we are not in compliance with the Council Policy. Mayor Wassmer responded that we are not in compliance with any of our policies that were impacted by the election changes.

Eric Mikkelson moved to nominated Jori Nelson for Council President. Serena Schermoly seconded the motion.

Courtney McFadden asked why the election needed to happen at this meeting. She asked if the committee assignments would change as well. Jori Nelson responded that the Council President is a completely different entity than the committee policies.

Dan Runion stated that he would like to broaden the motion to include similarly affected positions to be in compliance with the policies. Mr. Mikkelson stated that he would be fine to amend the policies at the next meeting, but the Council needs to be in compliance with the policies until that point.

Mr. Mikkelson restated his motion to nominate Jori Nelson for Council President in accordance with Council Policy.

Brooke Morehead asked why this wouldn't be considered with all the committee decisions at the May 1, 2017 meeting. Mr. Runion asked if the motion could be amended to include all council committee assignments. Mayor Wassmer responded that those assignments hadn't been made yet. Mr. Mikkelson stated that they can be treated differently and everyone is agreeable to extending their terms. It is important to not adversely affect one member of the governing body.

Terrence Gallagher stated that the Council doesn't have to vote tonight to elect the Council President. The positions could continue and Jori could assume the role in January. Eric Mikkelson clarified that she might not get reelected and this is her only sure opportunity. Mr. Gallagher stated that he believes it needs to be more thought out. Additionally, he would like to see the other council members here as they were previous Council Presidents.

Ted Odell shared that the Council President was not elected at this meeting in some previous years.

Courtney McFadden said she wanted a comprehensive discussion of all the changes at the next meeting.

Dan Runion stated that in order to not make this personal, he believes that the Council should comply with the policy unless there is a compelling reason not to, which he doesn't see. He believes the Council President is sufficiently different from the other positions. Mayor Wassmer responded that the compelling reason is the election cycle changes.

Eric Mikkelson stated that his motion is simply to be in compliance with the Council Policy and he wants to look at more changes in future meetings.

The motion was voted on and passed with the following members voting "aye": Nelson, Schermoly, Mikkelson, Myers, Morehead, Runion, McFadden, and Gallagher.

Committee meetings scheduled for the next two weeks:

JazzFest Committee	04/25/2017	5:30 p.m.
VillageFest Committee	04/27/2017	5:30 p.m.
Council Committee of the Whole	05/01/2017	6:00 p.m.
City Council	05/01/2017	7:30 p.m.

=====

The city will celebrate Arbor Day on Saturday, April 29th at 9:30 a.m. at Weltner Park.

2017 Recreation Memberships are now on sale. Council members are encouraged to get their memberships early.

The 2017 annual Large Item Pick up has been scheduled for Saturday April 22nd for homes on 75th Street and north of 75th street; homes south of 75th Street will be collected on Saturday, April 29th.

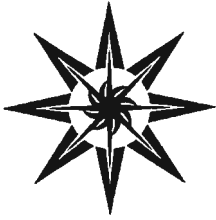
Save the Date for the Leadership Northeast Graduation on May 24, 2017. RSVP to Meghan Boom.

Save the Date for the Annual National League of Cities Conference in Charlotte, November 15-18, 2017. Early Bird registration is available through June 30th

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:20 p.m.

Meghan Buum
Deputy City Clerk



ADMINISTRATION DEPARTMENT

Council Meeting Date: May 1, 2017

CONSENT AGENDA: **Consider an Ordinance approving the Prairie Village Art Fair as a special event and authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event**

MOTION

Adopt an Ordinance approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance approving the Prairie Village Art Fair as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event

BACKGROUND

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

The Prairie Village Merchants Association has requested that the City approve an ordinance identifying the Prairie Village Art Fair (June 2-4, 2017) as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event, having the proper licenses. Currently, the following businesses qualify: Cafe Provence, Blue Moose, Minsky's, Tavern in the Village, C. Frogs, and Story.

ATTACHMENTS

1. Ordinance
2. Event Area

PREPARED BY

Meghan Buum
Deputy City Clerk
April 26, 2017

ORDINANCE NO. 2358

AN ORDINANCE APPROVING THE PRAIRIE VILLAGE ART FAIR 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 AREAS AT SUCH EVENT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, THAT:

Section 1. Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibitions concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Section 2. In accordance with such authority, the City approves the Prairie Village Art Fair as a special event to be held at the Village Shopping Center on June 2-4, 2017.

Section 3. Authorization is given to barricade the area outlined on the attached Exhibit A during such event. A smaller area may be selected based on the size of the event, but the event boundary may not be expanded

Section 4. Vendors holding the appropriate license from the State of Kansas to sell alcoholic liquor and cereal malt beverages may, in accordance with all applicable state laws and municipal ordinances, sell alcoholic liquor and cereal malt beverages in the area designated by the Division of Alcoholic Beverage Control within the barricaded area during the event.

Section 5. Vendors must be active business occupants in the Prairie Village Shopping Center at the time of the event and have the appropriate licenses from the City of Prairie Village.

Section 6. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within barricaded area on June 2-4, 2017.

Section 7. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 1st DAY OF MAY, 2017.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Laura Wassmer, Mayor

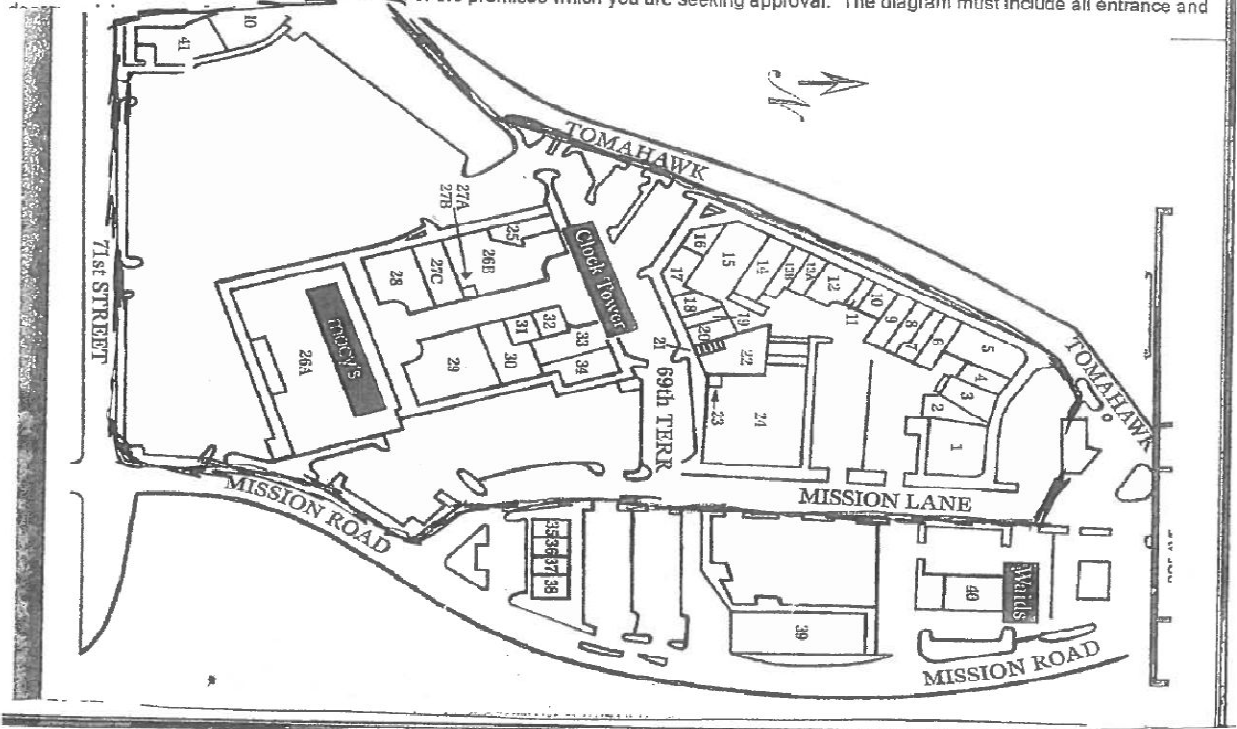
ATTEST:

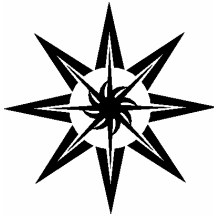
APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

SECTION 6 – DIAGRAM: Complete for On-Premise and Special Events only.
In the space below, in ink, a complete sketch of the premises which you are seeking approval. The diagram must include all entrance and





PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 1, 2017

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT MIRD 0005: MISSION ROAD, 75TH STREET TO 84TH STREET

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for Project MIRD0005: Mission Road, 75th Street to 84th Street.

BACKGROUND

Johnson County has approved the MIRD0005: Mission Road, 75th Street to 84th Street rehabilitation project. An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. This agreement will limit the County share of the project's construction costs \$1,222,000. The County's funding for this project comes from the County Assistance Road System (CARS) Program.

This project is a part of the 2017 CIP.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project MIRD0005: Mission Road, 75th Street to 84th Street for the City's portion of the project.

RELATION TO VILLAGE VISION

- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Interlocal Agreement with Johnson County.

PREPARED BY

Melissa Prenger, Sr. Project Manager

April 25, 2017

**Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas, for the Public Improvement of
Mission Road from 75th Street to 84th Street
(320001161)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Mission Road from 75th Street to 84th Street (the "Project"); and

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

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

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

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2017.

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

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

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

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is Two Million Five Hundred Eighteen Dollars (\$2,518,000).

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

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

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed One Million Two Hundred Twenty Two Dollars (\$1,222,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

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

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

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

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

3. **Financing**

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

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

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

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

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

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

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

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

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

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

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

5. Acquisition of Real Property for the Project

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

6. **Duration and Termination of Agreement**

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

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

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

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

City of Prairie Village, Kansas

Ed Eilert, Chairman

Laura Wassmer, Mayor

Attest:

Attest:

Linda W. Barnes
Clerk of the Board

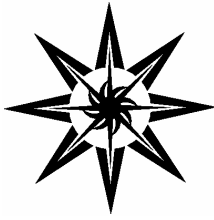
City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 1, 2017

CONSIDER CONSTRUCTION CONTRACT FOR THE TRAIL02X - TOMAHAWK TRAIL PROJECT

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Kansas Heavy Construction for the TRAIL02X - TOMAHAWK TRAIL for \$429,653.50 and to authorize transfer of \$75,000 from Drainage Program and \$20,000 from Paving Program for this project.

BACKGROUND

The concept for this trail project began in 2009 as part of a larger project that proposed to construct 1.3 miles of trail in Prairie Village totaling \$1.6 million dollars in construction costs. A Transportation Enhancement project with the State of Kansas was pursued but the project was not selected for funding. The Community Improvement District (CID) at the Village Shops provided a new funding source for this type of improvement. In 2010, this section of the trail was identified for construction with CID funding with a maximum design and construction budget set at \$350,000.

Seven years later, on March 10, 2017, the City Clerk Office opened bids for the project. Three acceptable bids were received:

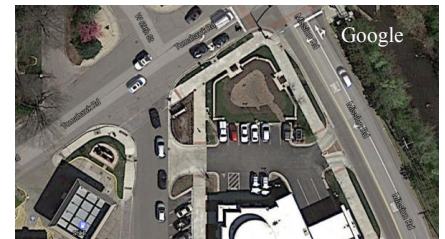
Mega Industries	\$578,911.00
Pyramid Excavation	\$501,516.00
Gunter Construction	\$461,341.81
Kansas Heavy Contractors	\$429,653.50
Engineer's Estimate	\$483,213.00

The Engineer has reviewed all bids and has recommended award of the low bid. The contract will be awarded for \$429,653.50

During the course of the development of the project, several changes were made from the concept (2010) to the bid (2017). These changes reflect items removed and added within the limits of the project based upon conditions in the field.

NEW TRAIL LIMIT

Mission Lane and UMB improvements (pictured right) were made prior to the project and constructed 10 foot wide sidewalk in the vicinity of the proposed trail. Giving consideration to the construction of these improvements, and the fact that the property also has wide sidewalk under the canopy along Tomahawk, it was determined to limit the trail improvements to the north and include a pedestrian bridge along 71st Street. The new north limit is essentially the entrance by Euston's Hardware.



Modifications to the project within the limits caused costs to increase. Those are summarized below:



PEDESTRIAN BRIDGE

Reduction in the trail construction allows for a connection to be added at the south end of the project at 71st and Tomahawk. A pedestrian bridge across the creek, similar to the bridge at 75th and Roe, brings new connectivity to the south side of the shops.

Additional sidewalk will be constructed on the north side of 71st Street to connect the trail to the shops.

PEDESTRIAN SAFETY

Added to the project to create safe access to the new trail, are pedestrian islands. These islands are on Tomahawk at Oxford and Prairie. Creating a new amenity on the east side forces us to recognize that the residential area is primarily on the west side in the immediate vicinity. Crossing the pedestrians safely is a top priority for staff at Public Works and the Police Department.

DRAINAGE

During design, staff has stressed that proper drainage and the storm sewer necessary to convey that water needs to be put in place now, while the construction is being done. We do not want to come back later and have to re-do any of this work. This is a high traffic area; full of shoppers, tenants of the shops and pedestrians, construction should be completed at one time. In addition, a cross-road pipe was discovered at the location of one of the pedestrian islands that requires replacement.

FUNDING SOURCES

Fully funding the construction project is available with dollars as outlined in the following programs:

CID Funds	\$330,000
First Washington	\$ 10,000
Drainage Program	\$ 75,000
Paving Program	<u>\$ 20,000</u>
TOTAL FUNDING	<u>\$435,000</u>

RELATION TO VILLAGE VISION

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Construction Agreement with Kansas Heavy Construction, Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

April 27, 2017

**CONSTRUCTION CONTRACT
FOR
PROJECT
TRAIL02X-TOMAHAWK TRAIL**

**BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
KANSAS HEAVY CONSTRUCTION, LLC**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2017, by and between the City of Prairie Village, Kansas, hereinafter termed the “City”, and Kansas Heavy Construction, LLC, hereinafter termed in this agreement, “Contractor”, for the construction and completion of Project TOMAHAWK TRAIL, (the “Project”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

carried out and the Project shall be constructed fully in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Four Hundred Twenty-Nine Thousand, Six Hundred Fifty-Three 50/100 DOLLARS (\$429,653.50)** 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 Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would 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, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 15. INSURANCE AND BONDS.**
- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and

renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

Workers' Compensation: Statutory

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

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

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

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

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

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

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

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

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

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

16. INDEMNITY

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

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

- 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. 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;
 - D. 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
 - E. 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.
 - F. 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

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer _____

(typed name)

Mayor _____

(typed title)

City of Prairie Village _____

(typed company name)

7700 Mission Road _____

(typed address)

Prairie Village, Kansas 66208 _____

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

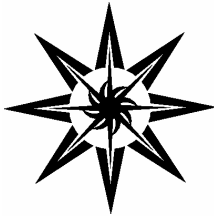
ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

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



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 1, 2017

Council Meeting Date: May 1, 2017

CONSIDER 2018-2022 CARS APPLICATION

RECOMMENDATION

Staff recommends the City Council approve the 2018-2022 County Assistance Road System (CARS) program.

BACKGROUND

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2018-2022. The Public Works Department compiled the list of possible projects below. The work will include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk, new ADA ramps, and milling/overlaying the pavement.

Program Year		Street Segment	From	To	CARS Eligible Costs	County CARS Funds
2018	1	Roe Ave.	67 th Street	75 th Street	\$1,725,000	\$862,500
	2	Mission Road	84 th Street	95 th Street	\$627,000 <i>50% Leawood</i>	\$313,500
2019		Roe Avenue	63 rd Street	67 th Street	\$954,000	\$477,000
2020		Nall Avenue	83 rd Street	95 th Street	\$750,000 <i>60% Overland Park</i>	\$375,000
2021	1	Nall Avenue	79 th Street	83 rd Street	\$990,000	\$495,000
	2	Roe Avenue	83 rd Street	91 st Street	\$390,000	\$195,000
2022	1	Nall Avenue	67 th Street	75 th Street	\$2,750,000 <i>40% Overland Park</i>	\$1,375,000
	2	Somerset	State Line	Reinhardt	\$500,000	\$250,000

There are three years that we are proposing to submit two projects each year. Cities are generally guaranteed to have their first priority project funded but can have multiple projects approved if funds allow. Our number two projects for are UBAS overlay projects that the City would otherwise fund at 100%.

It should be noted that the City submits an application annually and can revise future year requests. The 2018 project is the only project that the City is committing to fund and construct. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design.

FUNDING SOURCE

Funding for the 2017 project on Mission Road will be included in the 2017 CIP. Future year's projects will be funded with each year's budget.

RELATION TO VILLAGE VISION

CC1. Attractive Environment

CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.

CFS3. Streets and Sidewalks

CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.

TR1. Bike and Pedestrian Friendly

TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.

TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

Map of Project Locations

PREPARED BY

Melissa Prenger, Sr Project Manager

April 24, 2017



LEGEND OF SYMBOLS

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

2022-1
Nall, 67th to 75th (M/O)
w/ Overland Park

2019 (M/O)
Roe, 63rd to 67th

2018-1 (M/O)
Roe, 67th to 75th

2022-2
Somerset, State Line to Reinhard
(UBAS)

2021-1
Nall, 79th to 83rd (M/O)

2021-2
Roe, 83rd to 91st (UBAS)

2020
Nall, 83rd to 95th (M/O)
w/ Overland Park

2018-2 (UBAS)
Mission, 84th to 95th
w/ Leawood

STREET INDEX

- | | |
|------------------|---------------|
| 1900 STATE LINE | 4300 DELMAR |
| 2000 CAMBRIDGE | 4400 EL MONTE |
| 2100 EATON | 4500 FONTANA |
| 2200 SAGAMORE | 4600 GRANADA |
| 2300 RAINBOW | 4700 ROE |
| 2400 HIGH DRIVE | 4800 LINDEN |
| 2500 BOOTH | 4900 CEDAR |
| | 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 |
| 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 | |

CITY MAP

Prepared By:



MAYOR'S ANNOUNCEMENTS
May 1, 2017

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	05/02/2017	6:30 p.m.
Planning Commission	05/02/2017	7:00 p.m.
Tree Board	05/03/2017	6:00 p.m.
Prairie Village Arts Council	05/10/2017	5:30 p.m.
Park & Recreation Committee	05/10/2017	5:30 p.m.
Council Committee of the Whole	05/15/2017	6:00 p.m.
City Council	05/15/2017	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature the work of Jackie Keiman-Hale and Sean Ward in the R.G. Endres Gallery during the month of May. The artist reception will be held on Friday, May 12th.

2017 Recreation and Team Memberships are now on sale.

The 1st Annual Doggie Dash 3K run/walk will be held on Saturday, May 6th beginning at the Police Department.

Save the Date for the Leadership Northeast Graduation on May 24, 2017. RSVP to Meghan Buum.

Save the Date for the Annual National League of Cities Conference in Charlotte, November 15-18, 2017. Early Bird registration is available through June 30th

INFORMATIONAL ITEMS
May 1, 2017

1. Council Committee of the Whole Minutes - April 17, 2017
2. Board of Zoning Appeals Agenda - May 2, 2017
3. Planning Commission Agenda - May 2, 2017
4. JazzFest Committee Minutes - 3/21/2017
5. Environment/Recycle Committee Minutes - 3/22/2017
6. VillageFest Committee Minutes - 3/22/2017
7. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
April 17, 2017

The Council Committee of the Whole met on Monday, April 17, 2017 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Ted Odell with the following members present: Mayor Laura Wassmer, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director; and Meghan Boom, Deputy City Clerk.

Presentation and report of compensation study

Quinn Bennion introduced Gail Meriweather with Arthur Gallagher & Co. Ms. Meriweather was hired earlier this year to complete a compensation study at the direction of City Council and she is present at the meeting to share the methodology and results of the compensation study.

Ms. Meriweather went through an extensive process to get an understanding of the City of Prairie Village. She began with interviewing each of the department heads individually to understand the department, and to understand their hiring and employee retention struggles. She then met with groups and individual employees to talk through the process and address any questions or concerns they might have had. From those meetings, she used information to help identify the relevant labor market - which cities and companies the departments are losing employees to, and from where they are recruiting new employees. After reviewing that information, Prairie Village job descriptions, and the organization chart, she went to the market to understand the pay structure. Her goals were to understand what other organizations were paying externally, to understand internal reporting structure and peer-relationships, and to develop an easy process for implementation.

As part of the external review, Ms. Meriweather reviewed several salary and benefits studies including those from the Kansas League of Municipalities, the Kansas Wage Survey and the Kansas City metro area, Mid America Regional Council, and Towers Watson Compensation Series. She also looked at Wage Wizard, which populates information for Salary.com, which is a common tool employees use when looking for salary information. It is her goal that the report will grow with the city and remain relevant for many years.

In addition to the published salary surveys, Ms. Meriweather looked at specific municipalities. She looked at those within the metro area in direct competition for employees as well as cities like Garden City, KS and Liberal, KS. While Prairie Village isn't losing employees to those cities, they are of a similar size. She evaluated Derby, KS as it is similarly situated near a larger city.

Eric Mikkelson asked Ms. Meriweather to elaborate on the criteria for the selection of the cities. Some of the local cities in the study are many times larger than Prairie Village, so he was concerned that Prairie Village would always be comparably lower with them in the mix. Ms. Meriweather responded that while the tax base and population are different, those local cities in the comparison mix are those where Prairie Village is losing employees. There is not a city exactly like Prairie Village in Johnson County to which to compare, which is why she brought in outside cities of similar sizes. She stated that for reliable data, she seeks five good matches. Each position was not compared to the same five cities from the total twelve.

Mr. Mikkelson stated that in his mind, the City Council needed to decide if they wanted to compare specific Prairie Village positions to larger cities with larger budgets. Ms. Meriweather stated that she as the consultant had already made those decisions. For example, while it might not make sense to compare the salary of a city administrator to Overland Park, it does make sense to compare a police officer or a laborer position.

Terrence Gallagher asked if the cities with similar populations such as Garden City or Liberal also had similar items that might impact certain positions within Public Works such as miles of road, green space, or weather. Ms. Meriweather responded that she did not evaluate that as part of this process. The recommendation is not definitive with one salary for all employees; the study offers a range to accommodate all employees.

Brooke Morehead asked if a municipality itself has more impact on a public safety job versus a clerical job. Ms. Meriweather stated that the job functions are the same but what is happening within the population impacts the position. In her experience, the issues in different populations are also happening within your own area, just not making the news.

Jori Nelson asked if other police departments are having similar issues retaining and filling vacant positions. Ms. Meriweather responded yes, and reinforced that less people are applying for those jobs so departments are recruiting seasoned officers from one another.

Ms. Meriweather explained how she came to the different salary ranges. She stated that while the City of Prairie Village has 33-35 job descriptions, she evaluated around 75 positions with different levels of complexity. For example, there might be three different levels of police dispatcher or clerk. The blank levels without a job description allow the organization to grow. Looking at the salary numbers, she finds a natural break within the groups of numbers to establish the ranges with a 50% range spread; 20% points on either side.

Ms. Meriweather explained the compa-ratio - a comparison of an employee's base pay compared to the salary range midpoints. Compa-ratios for each employee have been calculated. A compa-ratio of 100% means that, on average, employees are paid equal to the market midpoint. Compa-ratios less than 80% or greater than 120% could mean that organizations are paying much less or much greater than the market midpoint. The City of Prairie Village has a 92% compa-ratio on average, which is low. No employees are paid above the maximum of the suggested ranges. In order to implement the study,

six employees would have to be brought up to the minimum of the ranges with an annual cost of \$11,637.

Eric Mikkelson stated that the comp data is critical when determining the recommended ranges. To tie back to his original question, he asked if each of the 12 cities considered carried equal weight. Ms. Meriweather clarified that it might not be 12 cities compared for each position, but the ones that are considered are then averaged, with consideration taken as well from the private sector comparison. Construction jobs are commonly compared to the private sector.

Brooke Morehead asked if employees leave the City of Prairie Village solely based on pay. If pay is the factor, it is easy to solve the problem. However, if there are other reasons the city is losing employees, then changing salary ranges won't alter that fact. She stated that she wanted to be certain the city is addressing more than just compensation. Ms. Meriweather stated that in certain positions, a \$0.50 - \$1.00 raise is a significant amount and the City of Prairie Village is not just meeting the market rate, it is not even meeting the minimums in certain cases.

Jori Nelson asked if Ms. Meriweather reviewed the benefits. Ms. Meriweather replied that she had and would address that later in the presentation. Ms. Nelson asked if the City had an exit survey to determine why police officers are leaving. Mayor Wassmer stated that Chief Schwartzkopf has a good handle on why employees are leaving, and pay has been an issue. However, Ms. Meriweather was not hired to address turnover. She is solely evaluating compensation.

Courtney McFadden asked if she evaluated match scores on qualifications. For example: if a police officer had a bachelor's degree in criminal justice, he or she would qualify for a certain level of pay. Ms. Meriweather did not evaluate that however the Chief does have reliable data on appropriate salary increases given certain qualifications. This conversation is based on bringing those that are below the 92% to that minimum level. There are a number of long term employees who are under that 92%, not just in the police department. Those employees first need to be brought to the minimum, and then adjusted based on skill, qualifications, and performance following that adjustment.

Eric Mikkelson stated that this is a complex subject and that a lot of what Ms. Meriweather presented is policy decisions that the City Council must make. He asked if the \$11,637 is a half year cost implemented on July 1. Quinn Bennion stated that it is the annual cost. Ms. Meriweather stated that the entire structure will have to be adjusted on an annual basis; typically about 1.5-2% based on the price of labor not the CPI.

Dan Runion asked if Ms. Meriweather had attrition statistics from cities with a compa-ratio of 100% or greater. He wanted to know if the City could expect lower attrition as it moved to an improved compa-ratio. Ms. Meriweather stated that as previously discussed, a satisfied employee is not based solely on pay, but it does help. There is a correlation between higher pay and less employee turnover.

Jori Nelson asked how the City of Prairie Village compares to other cities in terms of retention. Ms. Meriweather stated that she did not evaluate that as part of this study. She is aware of the national trends in police department retention issues. It has been common in all municipalities she has worked with.

Serena Schermoly asked if Ms. Meriweather recommended that the City comes in at the minimum level rather than the midpoint. Ms. Meriweather clarified that she recommends bringing those employees who are not at the minimum up to that level, at the very least. That currently impacts six employees.

Terrence Gallagher asked if the six employees below the proposed minimum are meeting the current minimum in their salary range. Quinn Bennion stated that yes, the City does not pay anyone below the current minimum salary levels. Mr. Gallagher asked if those who are below the proposed minimums are on performance plans and wanted clarification on why their pay is so low. Mr. Bennion stated that they are not poor performers, they are new employees hired at the low point of the current salary range.

Sheila Meyers asked for clarification on adjusting the salary structure annually. Ms. Meriweather stated that by increasing the salary ranges each year, it would prevent a significant change every ten years as Prairie Village currently has to do.

Ms. Meriweather provided highlights of her benefits comparison. The City of Prairie Village is low in comparison to other cities in terms of paid time off. Prairie Village has fewer paid vacation days after 15 years, so she suggests a slight change at that level. Prairie Village has nine paid holidays where other municipalities typically have 10-11. Prairie Village has one paid personal day where others typically have two. Health insurance coverage for individuals is very good for Prairie Village employees but she recommends a slight change to the family plan. For deferred compensation, all cities have some form but they are defined differently.

Mr. Mikkelson stated that if the city had a rich benefits plan, it might allow for a lower salary range and vice-versa. An employee may be willing to accept a lower salary due to the offsetting benefits. Ms. Meriweather stated that what employees consider a “benefit” varies based on demographics. A younger employee might value time off as the highest benefit, where an employee with a family might value health care coverage. She suggests looking at the additional cost of benefits, and the market on average should be around 38-40% of salary. Mr. Mikkelson asked if the city’s all-in comparison is high or low. Ms. Meriweather stated that it was low.

Mr. Mikkelson asked if Ms. Meriweather evaluated the police department’s defined benefits pension plan. Ms. Meriweather did not because it is a very unique plan with only one other city operating a similar plan.

Ms. Meyers asked about moving to a paid-time-off system in which all sick and vacation days are lumped into one sum. Ms. Meriweather stated that they should be kept separate. By state law, the city must pay out earned vacation days upon employee separation, but they do not have to pay out sick time.

Ms. McFadden asked if it was a good policy to attempt to get to the average salary or if the city should try to get ahead of average. Ms. Meriweather stated that the consulting company typically steps out after establishing the minimums. However, she thinks it is crucial to address those employees who are above the minimum but not at the midpoint. They should have an expectation to be the midpoint of their range after 5-7 years of experience in the field. Her opinion is that the city should try to have the employees reach the midpoint within that recommended time frame.

Ted Odell asked what dollar amount it would take to reach the midrange. Quinn Bennion stated that after reviewing the study and discussing the results with department heads, he recommends salary adjustments for good performers who have been with the city for at least 2 years. There is a city employee who has been with the city for 20 years who has still not reached the salary midpoint. It is time to make adjustments. The annual impact would begin at \$135,000. He recommends an adjustment on July 1st, so the impact for 2017 budget would be \$67,000.

Ms. Schermoly asked if that impact would bring us to low or mid-range. Mr. Bennion responded that the initial annual impact would put the City on track to mid-range and expanded on four recommendations.

First, he recommends adopting the salary ranges and bringing the six outlying employees to the minimum of the new ranges. Second, City Council needs to decide where the city should be in the market. Staff believes recommends that good performers reach the mid-range in seven years. In order to reach that level, in addition to merit increases, the city would implement a market adjustment to keep up with the salary range adjustments. Third, address the long-term employees who are at the low end of their range in a fair and equitable way. For an example, a good performing employee who has been with us for 4 years should be at least 4/7 of the way to their midpoint. An adjustment would be made on July 1 and January 1 to get employees to the correct increment. Fourth, adjust benefits to be more competitive.

Ms. Nelson asked why an employee would be with the City for 20 years without reaching their midpoint. Mr. Bennion responded that even a good performer who started at the low end of their salary range could not be moving up fast enough to get ahead of the range shift. This is an extreme example is more common in employees with an 8-12 year tenure. Approximately 1/3 of employees would need an adjustment. 31 of the 33 qualifying employees are in non supervisory roles, and 75% of the adjustments are in the police department.

Ms. Morehead clarified that the \$135,000 is for salary impact only. She asked for more information on how the benefits and insurance component would impact the overall budget. Mr. Bennion stated he would have that information at the next meeting.

Sheila asked if the \$135,000 would be an annual cost or a one-time cost. Mr. Bennion stated that it would be an annual cost, with that number increasing each year based on cost of labor adjustments. The base salary amount would be adjusted.

Ms. Schermoly asked for the average length of tenure of employees by department. Mr. Bennion will follow up with the requested tenure of each department. If we are losing employees before they reach 5-7 years, does the City need to move the goal to reach the midpoint sooner than that. She stated that Chief Schwartzkopf had shared that the police department hired nine of 386 applicants. At \$50,000 in training per hire, that is an investment of \$450,000. She believes that an increase to the salary range is warranted to protect that investment. Mr. Bennion stated that Chief has prepared comments that he will share during the Council meeting.

Mr. Odell asked if Mr. Bennion needed anything specific today. Mr. Bennion stated that it is an informational overview and a chance for City Council to ask questions about the study. Mr. Odell asked for an all-in cost on an annual basis.

Ms. Meyers asked where the funds would come from to increase salaries in 2017. Mr. Bennion stated that would come from the unspent 2017 salaries. Because of the vacancies, the budget would be able to accommodate that increase. Ms. Meyers asked for budget predictions based on the variables of what may or may not be implemented. Mr. Bennion stated that he could provide how the increments may change.

Mr. Mikkelson asked for a breakdown of the all-in number should we adopt the recommendations to get to mid-point in five years versus seven years. He would also like Ms. Meriweather's opinion on the police department pension to see if it is better or worse than market. The result of that depends on how aggressive salary changes should be. It is a huge piece of missing analysis though he understands it is a unique program for which to find comparisons. Mr. Bennion stated that staff could offer a comparison to KP&F for Mr. Mikkelson to review. Mr. Mikkelson stated that he doesn't feel qualified to do so. Mayor Wassmer stated that comparisons were made adjustments to the police pension were implemented last year when the council was presented changes to the retirement contribution levels.

Mr. Gallagher asked if the Deputy City Clerk/Public Information Officer was a new position and if there are other new positions identified. Mr. Bennion stated that there are three new job titles identified but not necessarily new positions. Mr. Gallagher asked if everyone stays in their current position in a lateral move. Mr. Bennion confirmed yes.

Mr. Odell stated that the budget discussion and solid waste screening discussion would take place in the Council Meeting.

ADJOURNMENT

Council President Ted Odell adjourned the Council Committee of the Whole meeting at 7:28 p.m.

Ted Odell
Council President

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
May 2, 2017
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - April 4, 2017

III. ACTION ITEM

BZA2017-02 Request for a Variance from PVMC 19.08.025(A) to decrease the side yard setback from 6 feet to 4'8"
7136 Village Drive
Zoning: R-1b Single Family Residential District
Applicant: O'Neill Construction for Adam & Brooke Santa

IV. OTHER BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, MAY 2, 2017
7700 MISSION ROAD
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PLANNING COMMISSION MINUTES - APRIL 4, 2017

III. PUBLIC HEARINGS

PC2017-01 Amendment to Prairie Village Zoning Code to repeal Design
Guidelines for Countryside East Homes Association -
Chapter 19.25.010
Applicant: City of Prairie Village

IV. NON-PUBLIC HEARINGS

PC2017-105 Building Line Modification
4602 Homestead
Zoning: R-1a
Applicant: Bruce Wendlandt, architect

PC2017-106 Site Plan Approval for Retaining Wall
3007 West 71st Terrace
Zoning: R-1a
Applicant: Doug Stehl

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

JazzFest Committee Minutes
March 21, 2017

Present: JD Kinney, Alex Toepfer, John Wilinski, Brooke Morehead, Brian Peters and Joyce Hagen Mundy.

No Quorum - General Discussion

Talent

Oleta Adams contract will go to Council in April. "The Evolution of Jazz" was suggested as a possible theme for the festival allowing for a more diverse line-up. Alex suggested Eddie Moore for a more contemporary artist. He has verbal agreement with Project H, who performed a few years ago. Brooke suggested trying again to arrange an educational/outreach program with the students.

Presentation to Council

JD reported he presented the committee's request for continued city funding at the \$10,000 level. No formal action was taken. Brooke noted there was some concern expressed by Council on the crossing over of committees and funding and the role of the Arts Council at the Jazz Festival. JD confirmed that will need to be clarified.

Merchandise

JD has spoken with Vinyl Renaissance regarding selling items at the festival. He would like to see a higher level of items for sale. He announced that Dave has secured a coffee vendor for the festival.

Financial

Joyce reported that the committee will be receiving an on-going donation of \$5000 from Republic as well as in-kind services. Funding response has been down. JD would like to have four major donors in place. Brian Peters stated he would follow-up with Wireco.

Next Meeting: Tuesday, April 25th at 5:30 p.m.

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

March 22, 2017

Pete Jarchow, for the Steering Committee, opened the meeting at 5:30 p.m.

Members attending were Pete, Karin McAdams, Devin Scrogum, Thomas O'Brien, Margaret Goldstein, Deborah English and Penny Mahon. Jori Nelson represented the City Council, Alley Williams attended on behalf of the city staff, and Ellie Green, a Shawnee Mission H.S. student and her father, Geoff Green, were visiting.

The minutes were approved as corrected. The Community Gardens charge \$12.00, but it is for a simple membership fee.

- **Committee Reports:**

- **Earth Fair:**

- Vendor applications are plentiful and still coming in.
- The three food trucks will be Coffee Cake KC, Indios Carboncitos BBQ and Pita for Good.
- Entertainment will be provided by the Green Swing Band, dancers from Haskell Indian Nations University, Al Pugsley and the electric cars, Operation Wildlife, the menagerie from Shawnee Mission East, and Nowachek Apiaries.
- Margaret is picking up the big banners.
- It was suggested that we invite members of the other standing committees.

- **Community Gardens:**

- Rolling Hills Presbyterian Church has space and is offering 10 garden plots through our Community Garden group.
- The first workday will take place next Saturday, March 25. Free wood chips will be available.

- **Education/Steering Committee:**

- The committee is searching for topics and speakers for the Community Forum. A new idea has been suggested: that the topic be stormwater, and that speakers be invited who represent different area communities and areas of expertise.
 - The American Public Works Association, based in Kansas City, has relevant subcommittees. Pete suggested inviting them to participate in the forum.
 - Note: Johnson County is now looking at water issues based more on watersheds than on cities.
 - Clarification: Permeable driveways, which are helpful in reducing stormwater runoff, can now be claimed for tax advantages in Prairie Village. It might be worth proposing to Public Works that they consider building permeable sidewalks.
 - Stormwater can be a hopeful issue; there are streams in this area that still have fish.

- Mid-America Regional Council (MARC) has a manual for post-construction water treatment that is widely used. It advocates practices such as use of natural vegetation. There is a major economic benefit for using native plants on public parklands in terms of cleaner water and less maintenance.
 - Overland Park is sponsoring the recycling extravaganza on Earth Day, April 22, at Black and Veatch. Many kinds of items will be accepted for recycling; it's a busy event, and the organizers need a lot more volunteers.
- **City report:**
 - A few applications for the PVERC have come into the city. City staff will wait to evaluate the membership status of committees before they accept those applications.
- **New business:**
 - A grant from KCPL would make it possible to have bicycle rental stands in Prairie Village.
 - At one time the city rejected having electric car charging stations, because of the high cost, but KCPL might help with that. The highest cost is installation, and if they paid that it could make it feasible. Thomas O'Brien will look into it.

The meeting was adjourned at 6:50. The next meeting will be held at 5:30 on Wednesday, April 26.

Respectfully submitted,

Karin McAdams

Village Fest Committee Meeting

March 23, 2017 – 5:30 p.m.

City Hall – Multi-Purpose Room

In attendance: Meghan Buum, Ted Fritz, Toby Fritz, Cindy Jenny, Jamie Parrett, Teresa Stewart, Corbin Trimble, Dale Warman,

Approval of minutes: Toby Fritz made a motion to approve the minutes from the February 2017 meeting. Corbin Trimble seconded the motion and they passed unanimously.

Committee updates:

- Vendor contracts—Meghan has sent contracts out to all vendors and will follow up on unreturned contracts in May.
- Pancake breakfast—Dale will contact the boy scout troop before the next meeting to ensure they're on board to do the patriotic service.
- “Wow Event”—The committee voted to move forward with the WWII plane flyover. Dale will move forward with arrangements.
- Marching Falcons—Teresa has been in touch with them and they are onboard to participate.
- Spirit award ceremony—No new updates
- Pie contest—No new updates
- Food vendors—Meghan has made contact with all previous vendors. All have committed except Nothing Bundt Cakes who was still checking his schedule.
- Craft Vendor—Meghan reported on behalf of Danny that two applications had been received.
- Children's craft area—No new updates
- Stage entertainment—No new updates
- Water sales—No new updates
- Info booth—No new updates
- Volunteers—Please send volunteer requests to Morgan.
- YMCA—Jamie reported that the YMCA will likely focus on gymnastics and martial arts for their booth.
- Marketing—Meghan reported on behalf of Kathleen that she had priced out the banner changes. Meghan had communicated with Shawnee Mission East and we are able to use their fence to display the one-sided banner. If there are additional sign needs, please let Kathleen know.
- History exhibit—Ted reported that he is working with Mahaffie to have historical impersonators and a covered wagon. He hopes to have the wagon displayed near the swales in the park. He will also confirm the presence of the military vehicles for display.

Next Steps—

- Teresa presented options regarding t-shirts for volunteers. The committee can choose to order new t-shirts or match them to the existing t-shirts. The committee decided to match to the existing volunteer shirt.
- Meghan will order a tarp for the slip and slide
- The yard signs are in storage at City Hall and they do not need to be reordered.
- The construction on Mission Road south of 75th Street will not begin until after the Village Fest event.

**Council Members
Mark Your Calendars
May 1, 2017**

May 2017	Jackie Keiman-Hale and Sean Ward in the R.G. Endres Gallery
May 1	City Council Meeting
May 6	Prairie Village Doggie Dash 8 a.m.
May 12	Artist reception in the R.G. Endres Gallery 6:30 to 7:30 p.m.
May 15	City Council Meeting
May 27	Prairie Village Pool Opens
June 2017	Jean Wender and Janey Greene in the R.G. Endres Gallery
June 2-4	Prairie Village Art Fair
June 5	City Council Meeting
June 6	Dive meet - pool complex closes at 5 pm
June 8	Swim meet - pool complex closes at 5 pm
June 9	MARC Regional Assembly 11:30 a.m. to 1:30 p.m. Westin Kansas City at Crown Center
June 9	Moonlight Swim - Pool Complex remains open until 10 p.m.
June 9	Artist reception in the R.G. Endres Gallery
June 19	City Council Meeting
June 20	Dive meet - pool complex closes at 5 pm
June 29	Swim meet - pool complex closes at 5 pm Large Item Pick-up for homes on 75 th Street and north of 75 th Street
April 29	Large Item Pick-up for homes south of 75 th Street
July 2017	Dion Hitchings and Sonia Jones in the R.G. Endres Gallery
July 3	City Council Meeting
July 4	VillageFest - free swim for PV residents - pool closes at 6 pm
July 5	Dive meet - pool complex closes at 5 pm
July 6	Swim meet - pool complex closes at 5 pm
July 14	Artist reception in the R.G. Endres Gallery
July 17	City Council Meeting
July 21	Moonlight Swim - Pool Complex remains open until 10 p.m.