

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, May 15, 2017
6:00 PM

AGENDA

JORI NELSON, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Presentation of the 2016 audit
Berberich, Trahan and Company, P.A.

*COU2017-26 Consider approval of a traffic calming on Tomahawk Rd- speed limit,
narrow pavement, islands
Keith Bredehoeft

*COU2017-27 Consider approval 2017 Paving and CARS Contract with Fahey
Construction
Keith Bredehoeft

COU2017-28 Discussion regarding live streaming and video archiving of city meetings
Alley Williams

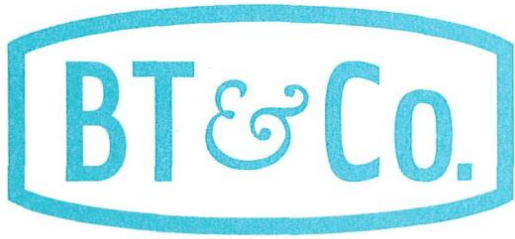
Presentation and discussion of the 2018 budget-Administration
Lisa Santa Maria

Presentation and discussion of the 2018 budget- Public Works
Keith Bredehoeft

Discussion of draft Parks CIP plan
Keith Bredehoeft

COU2017-29 Consider approval of Windsor Park Design contract with Indigo Design
Keith Bredehoeft

***Council Action Requested the same night**



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

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CITY OF PRAIRIE VILLAGE, KANSAS

Report to the Honorable Mayor and City Council
_____, 2017



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

_____, 2017

To the Honorable Mayor and City Council of
City of Prairie Village, Kansas

We are pleased to present this report related to our audit of the financial statements of the City of Prairie Village, Kansas (the City) for the year ended December 31, 2016. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the Honorable Mayor and City Council and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the City.

[FIRM SIGNATURE]

3630 SW Burlingame Road Topeka, Kansas 66611 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandcocpa.com

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CITY OF PRAIRIE VILLAGE, KANSAS

Report to the Honorable Mayor and City Council
_____, 2017

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Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication with Those Charged with Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
Our Responsibilities with Regard to the Financial Statement Audit	Our responsibilities under auditing standards generally accepted in the United States of America and the Kansas Municipal Audit and Accounting Guide have been described to you in our arrangement letter dated October 6, 2016.
Overview of the Planned Scope and Timing of the Financial Statement Audit	We have issued a separate communication regarding the planned scope and timing of our audit and have discussed with you our identification of and planned audit response to significant risks of material misstatement.
Accounting Policies and Practices	Preferability of Accounting Policies and Practices Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit period. Adoption of, or Change in, Accounting Policies Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The City adopted the provisions of Governmental Accounting Standards Board Statement No. 72: <i>Fair Value Measurement and Application</i> . This resulted in additional disclosures about fair value measurements for investments. Significant or Unusual Transactions We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Area	Comments
	<p>Management’s Judgments and Accounting Estimates</p> <p>Accounting estimates are an integral part of the preparation of financial statements and are based upon management’s current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached “Summary of Accounting Estimates.”</p>
<p>Audit Adjustments</p>	<p>Audit adjustments proposed by us and recorded by the City are summarized in the attached representation letter.</p>
<p>Uncorrected Misstatements</p>	<p>During the course of our audit, we accumulated uncorrected misstatements that were determined by management to be immaterial, both individually and in the aggregate, to the statements of financial position, results of operations, and cash flows and to the related financial statement disclosures. The effect of these uncorrected misstatements is summarized in the attached representation letter.</p>
<p>Disagreements with Management</p>	<p>We encountered no disagreements with management over the application of significant accounting principles, the basis for management’s judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.</p>
<p>Consultations with Other Accountants</p>	<p>We are not aware of any consultations management had with other accountants about accounting or auditing matters.</p>
<p>Significant Issues Discussed with Management</p>	<p>No significant issues arising from the audit were discussed with or the subject of correspondence with management.</p>
<p>Significant Difficulties Encountered in Performing the Audit</p>	<p>We did not encounter any significant difficulties in dealing with management during the audit.</p>

Area	Comments
Certain Written Communications between Management and Our Firm	Copies of certain written communications between our firm and the management of the City, including the representation letter provided to us by management, are attached.

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CITY OF PRAIRIE VILLAGE, KANSAS

Summary of Significant Accounting Estimates

Year Ended December 31, 2016

The following describes the significant accounting estimates reflected in the City's December 31, 2016 financial statements:

Estimate	Accounting Policy	Management's Estimation Process	Basis for Our Conclusion on Reasonableness of Estimate
Net OPEB Obligation	The net OPEB obligation is computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return, the interest rate used to determine the present value, and medical care cost trend rates.	The rate of return is based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Net Pension Liability – Police Department Retirement Plan	The net pension liability is computed by an independent actuarial firm. The disclosure is based upon numerous assumptions and estimates, including the expected rate of investment return and the interest rate used to determine the present value.	The rate of return is based on historical and general market data.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Net Pension Liability – KPERS	The net pension liability is computed by an independent actuarial firm hired by KPERS.	Management of the City obtained and reviewed the Schedule of Employer and Nonemployer Allocations and Schedule of Pension Amounts by Employer and Nonemployer as of June 30, 2016 that were audited by other auditors. Management compared their employer contributions as shown on these schedules to the City's actual contributions and recalculated its allocated percentage and its share of the collective net pension liability.	Review of management's analysis resulted in our conclusion that the estimate appears reasonable.
Fair value of investments	The fair value of investments is computed by the custodians of the City's investments.	Management of the City obtained and reviewed the year-end valuations prepared by the custodians.	Review of the investment information prepared by the custodians resulted in our conclusion that the estimates appear reasonable.

Berberich Trahan & Co., P.A.
3630 SW Burlingame Road
Topeka, Kansas 66611-2050

This representation letter is provided in connection with your audit of the basic financial statements of the City of Prairie Village, Kansas (the City) as of and for the year ended December 31, 2016 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects in accordance with accounting principles generally accepted in the United States of America.

We confirm, to the best of our knowledge and belief, as of the date of the auditor's report, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated October 6, 2016, for the preparation and fair presentation of the financial statements referred to above in accordance with accounting principles generally accepted in the United States of America.
2. We have identified for you all of our funds and governmental functions.
3. We have properly classified all funds and activities.
4. We have properly determined and reported the major governmental funds based on the required quantitative criteria.
5. We are responsible for compliance with laws and regulations applicable to the City including adopting, approving, and amending budgets.
6. We have identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts including legal and contractual provisions for reporting specific activities in separate funds.
7. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
8. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
9. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

10. Related-party transactions, including those with other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete, and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements, and guarantees, have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of accounting principles generally accepted in the United States of America.
11. All events subsequent to the date of the financial statements and for which accounting principles generally accepted in the United States of America requires adjustment or disclosure have been adjusted or disclosed.
12. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
13. The following have been properly recorded and/or disclosed in the financial statements:
 - a. Net positions and fund balance classifications.
 - b. The fair value of investments.
 - c. Amounts of contractual obligations for construction and purchase of real property or equipment not included in the liabilities or encumbrances recorded on the books.
 - d. Debt issue provisions.
 - e. Significant estimates and material concentrations known to management which are required to be disclosed.
 - f. Risk financing activities.
 - g. Deposits and investment securities categories of risk.
 - h. The effect on the financial statements of standards which have been issued, but which we have not yet adopted.
 - i. Liens or encumbrances on assets or revenues or any assets or revenues which were pledged as collateral for any liability or which were subordinated in any way.
14. We have no plans or intentions that may materially affect the carrying value or classification of assets or liabilities. In that regard:
 - a. The City has no significant amounts of idle property or equipment.
 - b. The City has no plans or intentions to discontinue the operations of any activities or programs or to discontinue any significant operations.
 - c. Provision has been made to reduce applicable assets that have permanently declined in value to their realizable values.
 - d. We have reviewed long-lived assets and certain identifiable intangibles to be held and used for impairment whenever events or changes in circumstances have indicated that the carrying amount of the assets might not be recoverable and have appropriately recorded the adjustment.

15. We are responsible for making the accounting estimates included in the financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:
 - a. To reduce receivables to their estimated net collectable amounts.
 - b. For risk retention, including uninsured losses or loss retentions (deductibles) attributable to events occurring through December 31, 2016 and/or for expected retroactive insurance premium adjustments applicable to periods through December 31, 2016.
 - c. To reduce investments and other assets which have permanently declined in value to their realizable values.
 - d. For pension obligations, post-retirement benefits other than pensions, and deferred compensation agreements attributable to employee services rendered through December 31, 2016.

16. There are no:
 - a. Material transactions that have not been properly recorded in the accounting records underlying the financial statements.
 - b. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a "potentially responsible party" by the Environmental Protection Agency in connection with any environmental contamination.
 - c. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by the Contingencies Topic of the FASB Accounting Standards Codification.
 - d. Guarantees, whether written or oral, under which the City is contingently liable.
 - e. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.
 - f. Lines of credit or similar arrangements.
 - g. Agreements to repurchase assets previously sold.
 - h. Security agreements in effect under the Uniform Commercial Code.
 - i. Liabilities which are subordinated in any way to any other actual or possible liabilities.
 - j. Debt issue repurchase options or agreements, or sinking fund debt repurchase ordinance requirements.
 - k. Leases or material amounts of rental obligations under long-term leases.
 - l. Authorized but unissued bonds or notes.
 - m. Derivative financial instruments.
 - n. Special or extraordinary items.
 - o. Arbitrage rebate liabilities.
 - p. Impairments of capital assets.

17. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders that is not disclosed in the financial statements.

18. The City has satisfactory title to all owned assets.

19. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance. In connection therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act and Uniform Grant Guidance, because we have not received, expended, or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.
20. Net positions (net investment in capital assets; restricted; and unrestricted) and fund balances are properly classified and, when applicable, approved.
21. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the statement of activities and allocations have been made on a reasonable basis.
22. Revenues have been appropriately classified in the statement of activities within program revenues and general revenues.
23. Capital assets, including infrastructure assets, are properly capitalized, reported, and depreciated.
24. We agree with the findings of specialists in evaluating the other postemployment benefit liability and pension liabilities and have adequately considered the qualifications of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.
25. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the basic financial statements. A list of the uncorrected misstatements is attached to this letter.

Information Provided

26. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of governing board and committees of board members, or summaries of actions of recent meetings for which minutes have not yet been prepared.
27. All transactions have been recorded in the accounting records and are reflected in the financial statements.

28. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
29. We have no knowledge of allegations of fraud or suspected fraud, affecting the City's financial statements involving:
 - a. Management.
 - b. Employees who have significant roles in the internal control.
 - c. Others where the fraud could have a material effect on the financial statements.
30. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements received in communications from employees, former employees, analysts, regulators, or others.
31. We have no knowledge of noncompliance or suspected noncompliance with laws or regulations whose effects should be considered when preparing financial statements.
32. We are not aware of any pending or threatened litigation or claims whose effects should be considered when preparing the financial statements.
33. We have disclosed to you the identity of the City's related parties and all the related-party relationships and transactions of which we are aware.
34. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the City's ability to record, process, summarize, or report financial data.
35. We are aware of no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
36. With respect to supplementary information presented in relation to the financial statements as a whole:
 - a. We acknowledge our responsibility for the presentation of such information.
 - b. We believe such information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
 - c. The methods of measurement or presentation have not changed from those used in the prior period.
 - d. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.
37. With respect to the required supplementary information presented as required by the Governmental Accounting Standards Board to supplement the basic financial statements:
 - a. We acknowledge our responsibility for the presentation of such required supplementary information.
 - b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by accounting principles generally accepted in the United States of America.

- c. The methods of measurement or presentation have not changed from those used in the prior period.
- 38. During the course of your audit, you may have accumulated records containing data which should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.
- 39. We are responsible for and have reviewed and approved the proposed adjustments to the trial balances identified during the audit, which are included in the adjusting journal entries attachment, and will post all adjustments accordingly.

Very truly yours,

CITY OF PRAIRIE VILLAGE, KANSAS

Quinn Bennion, City Administrator

Date Signed _____

Lisa Santa Maria, Finance Director

Date Signed _____

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City of Prairie Village

Year End: December 31, 2016

Adjusting journal entries

Number	Date	Name	Account No	Debit	Credit
1	12/31/2016	OFS - Bond Premium	19-00-00-4201-000 CPF19		-186,075.00
	12/31/2016	Bond Proceeds	19-00-00-4900-000 CPF19		-18,600.00
	12/31/2016	Bond Proceeds	19-00-00-4900-000 CPF19	186,075.00	
	12/31/2016	Bond Costs	19-50-50-8900-000 CPF19	18,600.00	
		To reclassify the bond premium and bond discount		204,675.00	-204,675.00
2	12/31/2016	Cash, including investments	25-00-00-1001-000 DSF25	7,872,542.95	
	12/31/2016	OFS - Bond Premium	25-00-00-4899-000 DSF25		-118,692.60
	12/31/2016	OFS - Bond Proceeds	25-00-00-4900-000 DSF25		-11,300,000.00
	12/31/2016	Contract Services	25-00-00-6009-000 DSF25	3,190,122.12	
	12/31/2016	Bond Costs	25-00-00-6009-001 DSF25	271,635.86	
	12/31/2016	Debt Service (Interest and Other)	25-00-00-9100-000 DSF25	84,391.67	
		Client prepared entry to record activity related to the 2016A bond issuance and related expenditures		11,418,692.60	-11,418,692.60

City of Prairie Village, Kansas
Summarized Schedule of Uncorrected Misstatements
December 31, 2016

ENTITY WIDE

Description	Effect on				
	Assets	Liabilities	Equity	Revenues	Expenditures
<u>Reversal of prior year adjustments passed:</u>					
To record additional accounts payable			136,000		(136,000)
<u>Current year adjustments passed:</u>					
To record additional accounts payable		(19,200)			19,200
	0	(19,200)	136,000	0	(116,800)
			<u>(116,800)</u>		
Cumulative Effect on Equity			<u>19,200</u>		

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City of Prairie Village, Kansas
 Summarized Schedule of Uncorrected Misstatements
 December 31, 2016

General Fund

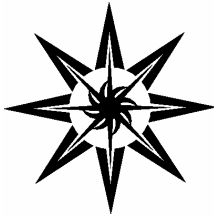
Description	Effect on				
	Assets	Liabilities	Equity	Revenues	Expenditures
<u>Reversal of prior year adjustments passed:</u>					
To record additional accounts payable			22,000		(22,000)
<u>Current year adjustments passed:</u>					
None					
	0	0	22,000	0	(22,000)
			(22,000)		
Cumulative Effect on Equity			0		

DRAFT

City of Prairie Village, Kansas
Summarized Schedule of Uncorrected Misstatements
December 31, 2016

Capital Projects Fund

Description	Effect on				
	Assets	Liabilities	Equity	Revenues	Expenditures
<u>Reversal of prior year adjustments passed:</u>					
To record additional accounts payable			114,000		(114,000)
<u>Current year adjustments passed:</u>					
To record additional accounts payable		(19,200)			19,200
	0	(19,200)	114,000	0	(94,800)
			(94,800)		
Cumulative Effect on Equity			19,200		



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 15, 2017

Council Meeting Date: May 15, 2017

CONSIDER TRAFFIC CALMING ON TOMAHAWK ROAD FROM ROE AVENUE TO NALL AVENUE

RECOMMENDATION

Staff recommends City Council approve the installation of traffic calming measures on Tomahawk Road from Roe Ave to Nall Ave.

BACKGROUND

Residents along Tomahawk Road have desired traffic calming measures for many years and now about 75% of the resident support installing these measures. They exceeded the required 60% approval for the construction of traffic calming measures. These measures include three diverter islands near the intersections of Ash and Birch Streets, an island modification at Nall Avenue, and a speed limit reduction between Roe Avenue and Nall Avenue. The diverter island just east of Ash Street will include a pedestrian crossing providing access to the pedestrian bridge over Brush Creek. The neighborhood is supportive of the traffic calming measures as shown on the attach drawing. TranSystems performed the attached traffic study which shows support for lowering the speed limit. It is anticipated that these improvements will be built with the 2017 Paving Program. The approximate cost of the these traffic calming measures will be \$40,000.

FUNDING SOURCE

Funding is available under project TRAFRESV: Traffic Calming.

ATTACHMENTS

1. Traffic Calming Island Layout
2. TranSystems Study supporting the reduction of the speed limit.

PREPARED BY

Keith Bredehoeft, Director of Public Works

May 10, 2017

TOMAHAWK ROAD SPEED ZONE ANALYSIS
Nall Avenue to Roe Avenue

Prepared for
CITY OF PRAIRIE VILLAGE

By



September 9, 2016

Introduction

In accordance with your request, TranSystems Corporation has prepared the following speed zone analysis for the roughly one-half mile segment of Tomahawk Road between Nall Avenue and Roe Avenue in Prairie Village, Kansas. A map of the study segment and surrounding area is shown on Figure 1 below.

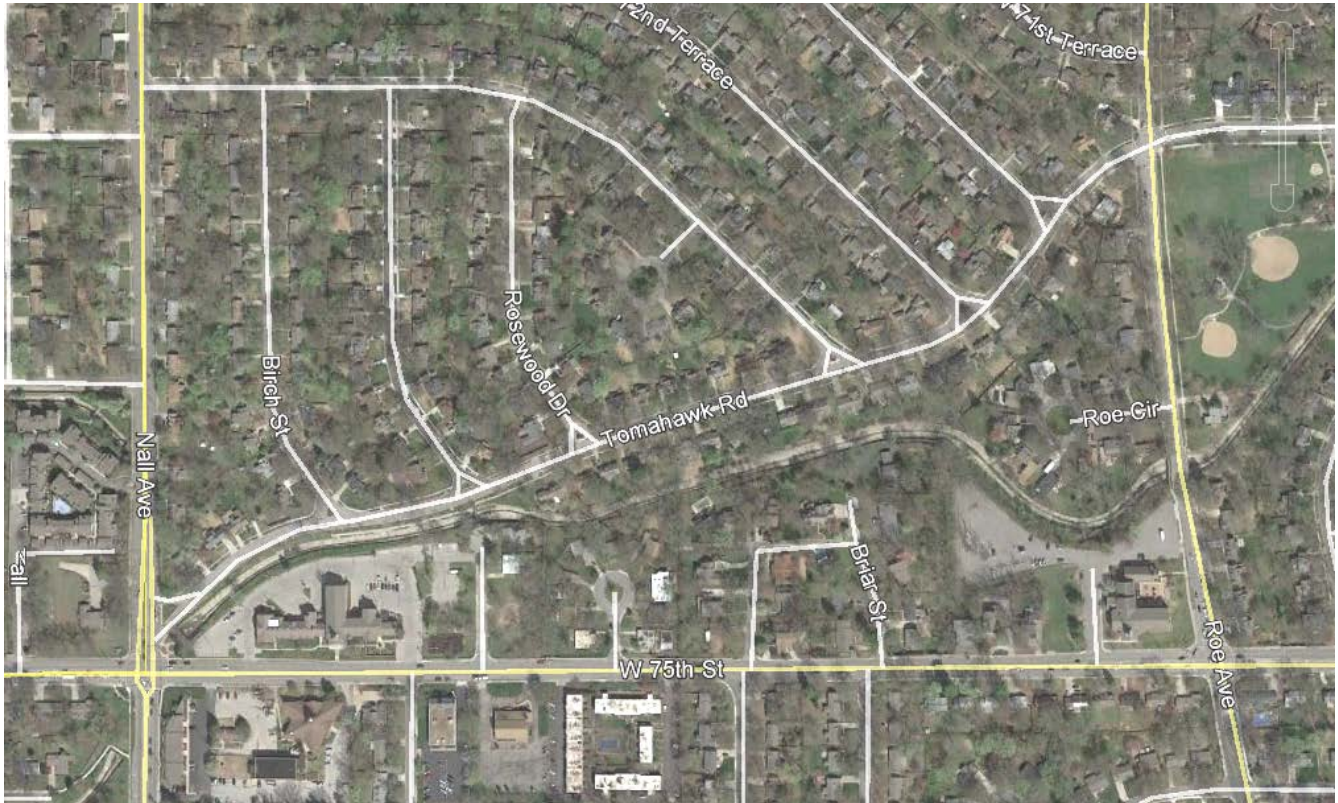


Figure 1 – Tomahawk Road Study Segment

Data Collection

Road Segment Inventory

As part of the data collection, we reviewed the study segments and documented various existing features which may affect vehicle speed. These included characteristics such as road width, horizontal and vertical alignment, parking practices, and roadside development. A summary of our findings is listed below:

- ▶ Tomahawk Road is a two-lane street with curbs and gutters and sidewalks along both sides of the street. A large portion of the sidewalk on the north side of the street is adjacent to the back of the curb, with no buffer from the roadway. The street is generally 34 feet wide, measured between the backs of curbs.
- ▶ The posted speed limit on Tomahawk Road is 30 m.p.h.
- ▶ There is some horizontal curvature in the alignment of Tomahawk Road, especially at the east end of the study segment. The vertical alignment of the roadway can be generally characterized as level.

- ▶ The study segment of Tomahawk Road is located in a predominately residential area, with mature trees lining both sides of the street. Single-family homes are set back roughly 40 feet from the street along the majority of the study segment. Approximately 40 of these homes have driveways onto Tomahawk Road. The western third of the study segment has a drainage channel along the south side of the street, and there are no homes along the south side of the street adjacent to the drainage channel.
- ▶ There are six local streets that intersect the study segment. Each of these operate under stop sign control at Tomahawk Road. Tomahawk Road is uncontrolled between Nall and Roe Avenues. A cursory review of sight distances found that all sight lines from the stop controlled approaches are adequate. Near the horizontal curves at the east end of the study segment the sight distances are slightly less than at the west end.
- ▶ Parking is permitted along Tomahawk Road, and during our field work we observed sporadic on-street parking activity (less than 5 vehicles) along both sides of the study segment.

Spot Speed Studies

A spot speed study is a typical method used to determine vehicle speed characteristics along a particular segment of road. One of the more important statistics obtained from a spot speed study is the 85th percentile speed. This statistic represents the speed at which 85 percent of the observed vehicles are traveling at or below, and it is generally regarded as the speed considered reasonable and appropriate by most drivers.

TranSystems placed machine traffic volume counters at two locations along the study segment to determine existing vehicle speed characteristics along the street over a typical weekday. The counters were in place on Thursday, August 18, 2016. Spot speed studies were conducted using the vehicle speed-measuring feature of the traffic counters. The results of the studies are shown below in Table 1. Relative frequency distributions for the data have also been prepared and are included in the Appendix.

Location	85th Percentile Speed (m.p.h.)	Average Speed (m.p.h.)	Number of Observations
Tomahawk Road, 150 feet east of 72nd Terrace	29.4	26.8	1,852
Tomahawk Road, 175 feet east of Birch Street	28.6	26.7	1,518

Table 1 shows that the measured 85th percentile speeds for the study segment are approximately 29 m.p.h. at both locations. This is slightly less than the posted speed limit. The average speed at both locations is nearly 27 m.p.h.

Test Speed Runs

In addition to the spot speed studies that were conducted, the Consultant drove the study segment several times at different speeds to assess potential speed limits. The results of these test speed runs represented our subjective judgment of a reasonable range of speeds for Tomahawk Road taking into consideration the physical features we observed and have documented. Findings from the test speed runs are summarized below:

- ▶ 25 m.p.h. was generally comfortable throughout the study segment, especially when traveling adjacent to vehicles parked on the street.
- ▶ 30 m.p.h. was considered somewhat fast at certain locations along the study segment, such as the curves near the east end of the segment, and when traveling adjacent to vehicles parked on the street.

Analysis and Recommendations

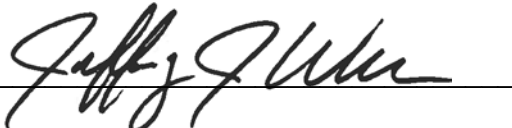
When establishing speed limits, it is important to recognize several factors about driver behavior and the relationship between speed and safety. First, the majority of drivers drive properly most of the time. Further, most drivers select what they believe to be the safe and proper speed based on the roadway and traffic conditions; more so than the posted speed limit. A posted speed limit that is inconsistent with what most drivers perceive to be safe and reasonable will produce a wider range of speeds, and crash rates tend to be higher where speeds within the traffic stream vary widely.

Based on the measured 85th percentile speeds, inventory of existing conditions, and our observations, a speed limit of either 25 m.p.h. or 30 m.p.h. would be appropriate for Tomahawk Road between Nall Avenue and Roe Avenue. The Manual on Uniform Traffic Control Devices (MUTCD), the Federal Highway Administration (FHWA) reference adopted as the standard governing the use of traffic control devices in the State of Kansas, also indicates that speed limits should be posted within 5 m.p.h. of the 85th percentile speed of free-flowing traffic. Therefore, either speed limit would be in accordance with established practices.

We trust that the enclosed information proves beneficial to the City of Prairie Village. We appreciate the opportunity to be of service to you and will be available to review this study at your convenience.

Sincerely,
TranSystems

By: _____



Jeffrey J. Wilke, PE, PTOE

Appendix

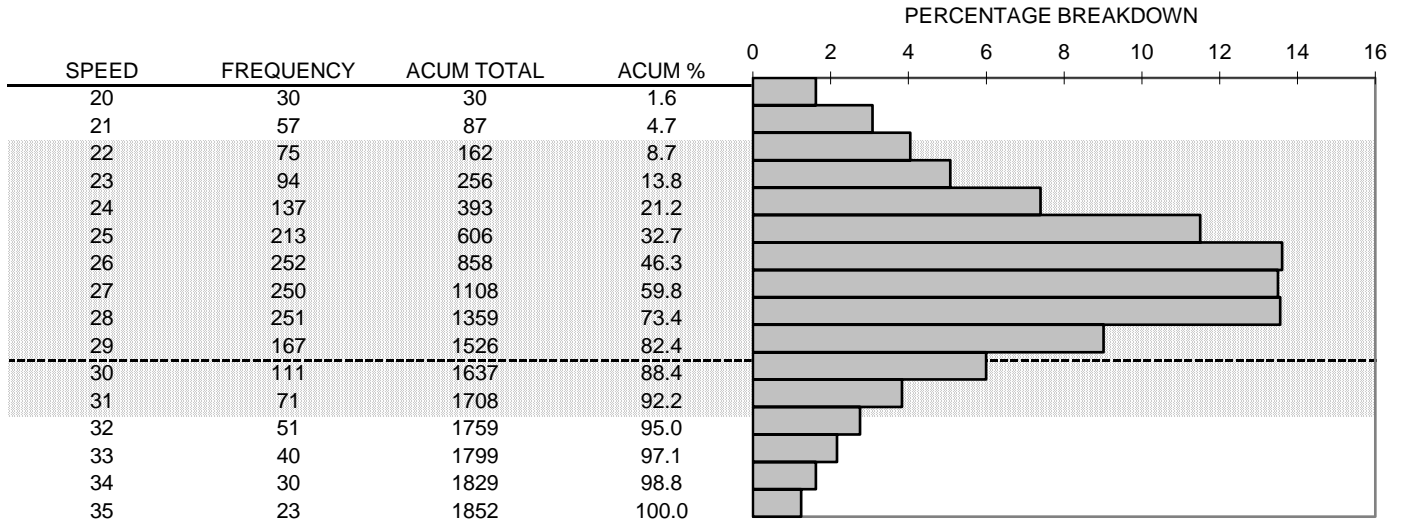
Relative Frequency Distributions A-1 and A-2

SPOT SPEED STUDY RESULTS RELATIVE FREQUENCY DISTRIBUTION

CITY: Prairie Village
OBSERVER: machine
DATE: Thursday 8/18/2016

COUNTY: Johnson
SPEED LIMIT: 30
DIRECTION: EB & WB

LOCATION: Tomahawk Road, 150 ft east of 72nd Terrace
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 26.8
50th PERCENTILE = 26.3
85th PERCENTILE = 29.4
90th PERCENTILE = 30.4
95th PERCENTILE = 32.

PACE = 22 - 31
VEHICLES IN PACE = 1621
% IN PACE = 87.5
% BELOW PACE = 4.7
% ABOVE PACE = 7.8

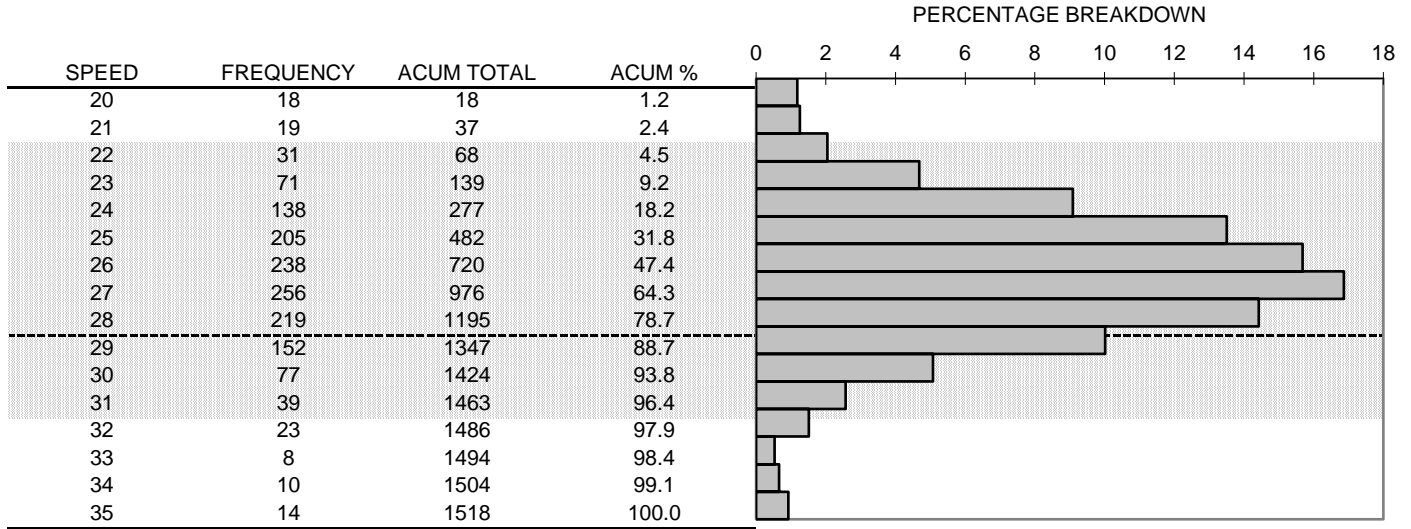
SAMPLE VARIANCE = 9.6704913
STANDARD DEVIATION = 3.1097414
RANGE 1*S = 68.57451
RANGE 2*S = 95.51836
RANGE 3*S = 100.

SPOT SPEED STUDY RESULTS RELATIVE FREQUENCY DISTRIBUTION

CITY: Prairie Village
OBSERVER: machine
DATE: Thursday 8/18/2016

COUNTY: Johnson
SPEED LIMIT: 30
DIRECTION: EB & WB

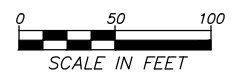
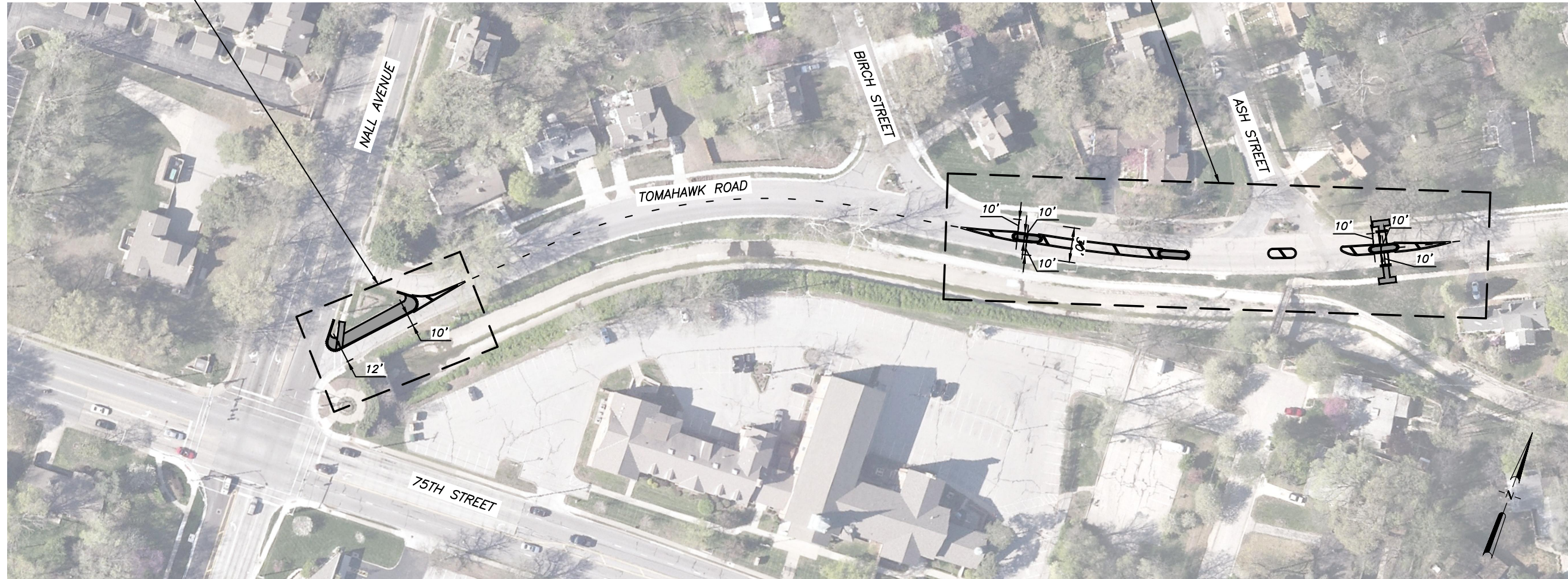
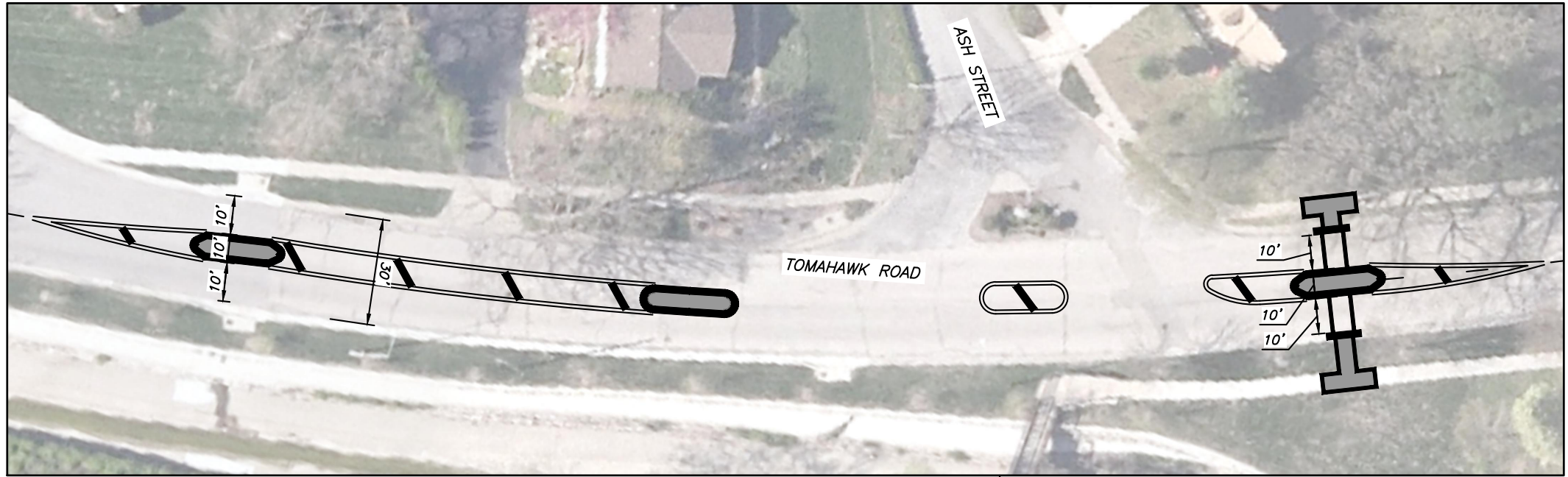
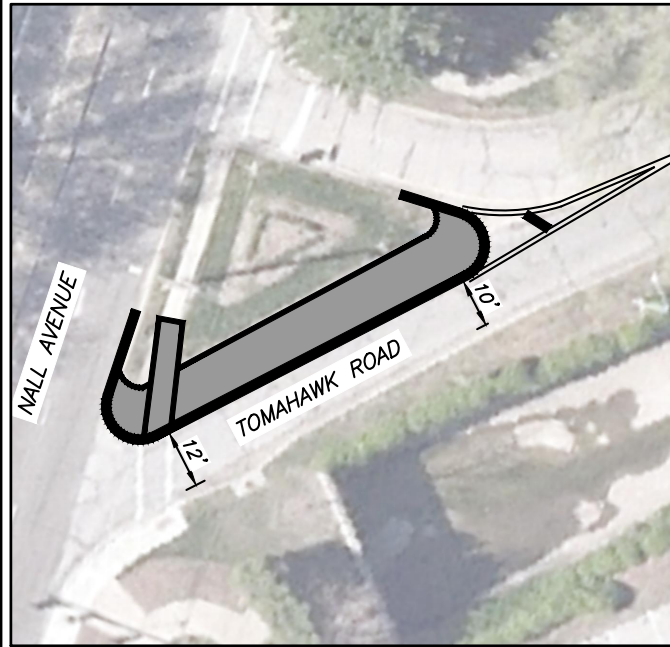
LOCATION: Tomahawk Road, 175 ft. east of Birch St.
TIME START: 12:00 AM
TIME END: 11:59 PM



AVERAGE SPEED = 26.7
50th PERCENTILE = 26.2
85th PERCENTILE = 28.6
90th PERCENTILE = 29.2
95th PERCENTILE = 30.5

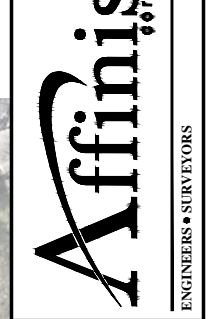
PACE = 22 - 31
VEHICLES IN PACE = 1426
% IN PACE = 93.9
% BELOW PACE = 2.4
% ABOVE PACE = 3.6

SAMPLE VARIANCE = 6.6014523
STANDARD DEVIATION = 2.5693292
RANGE 1*S = 79.57839
RANGE 2*S = 93.93939
RANGE 3*S = 99.07773



Drawn: Checksheet: Approved:	JMS	JMS	JMS	JMS	JMS	JMS	JMS
Notes:	<>	<>	<>	<>	<>	<>	<>
Revised:	<>	<>	<>	<>	<>	<>	<>
4/08/2016	SIDEWALK SUPPLEMENT	JMS	JMS	JMS	JMS	JMS	JMS

8900 Indian Creek Parkway, Suite 450
 Overland Park, Kansas 66210
 Phone: 913-239-1100
 Toll Free: 877-527-5468
 Fax: 913-239-1111
 www.affinis.us



CITY OF PRAIRIE VILLAGE, KANSAS
 2016 TRAFFIC CALMING
 P.V. PROJECT NUMBER: --
 Tomahawk Road
 PLAN SHEET



PUBLIC WORKS DEPARTMENT

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

CONSIDER CONSTRUCTION CONTRACT FOR THE 2017 PAVING AND CARS PROGRAMS

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with JM Fahey Construction for the 2017 Paving and CARS Programs for \$4,700,000.

BACKGROUND

This project includes work on many streets throughout the City. It is funded by the 2017 Paving Program and the 2017 CARS Program. These streets will be rehabilitated and will include repair or replacement of the concrete curb/gutter and asphalt pavement.

Street Projects

- Fontana Street, 91st Street to 92nd Terrace
- 87th Street, Mission Road to Delmar Road
- Cedar Drive, Somerset Drive to 90th Street
- Booth Street, 77th Street to Somerset Drive
- 73rd Street, Booth Street to Springfield Street
- 73rd Street - Springfield Street to Belinder Avenue
- 94th Terrace, 95th Street to Nall
- Tomahawk Road, 81st Street to 83rd Street
- 72nd Terrace, 73rd Street to Cherokee Drive
- 75th Street cul-de-sac
- 83rd Terrace, Juniper Lane to Nall Avenue
- Linden Drive cul-de-sac
- El Monte Street, 67th Street to Oxford Road
- 76th Street, Colonial Drive to Lamar Avenue
- Rosewood Drive, 79th Street to Roe Avenue
- City Hall Parking Lot
- Oxford Road, Tomahawk Road to 69th Street

On May 5, 2017, the City Clerk opened bids for the project. Three acceptable bids were received:

	JM Fahey	McAnany	O'Donnell	Engineer's Estimate
2017 Paving (PAPV2016)	\$ 2,004,988.55	\$ 2,152,874.50	\$ 2,065,034.00	\$ 2,369,952.00
Mission Road (MIRD0005)	\$ 2,088,287.80	\$ 2,126,602.77	\$ 2,282,787.30	\$ 2,554,228.00
PROGRAM TOTAL	\$ 4,093,276.35	\$ 4,279,477.27	\$ 4,347,821.30	\$ 4,924,180.00

The Engineer has reviewed all bids and has recommended award of the low bid. The contract will be awarded for \$4,700,00.

FUNDING SOURCES

Funding is available as follows:

2017 Paving Project (PAVP2017)	\$2,225,000
2017 CARS Project (MIRD0005)	\$2,475,000

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- 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. Construction Agreement with JM Fahey Construction

PREPARED BY

Melissa Prenger, Senior Project Manager

May 10, 2017

**CONSTRUCTION CONTRACT
FOR
PROJECT
PAPV2017- 2017 PAVING PROGRAM
MIRD005 2017 CARS PROJECT
BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
J.M. FAHEY CONSTRUCTION COMPANY**

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 J.M. Fahey Construction Company, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2017 PAVING AND CARS PROGRAM, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Four Million Seven Hundred Thousand DOLLARS (\$ 4,700,000.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

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

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided

in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

- Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as “**Total Project Work**”) and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as “**Project Segments**.” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule (“**Work Schedule**”) setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

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

8. DELAYS AND EXTENSIONS OF TIME

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

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

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

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

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

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

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

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.

- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

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

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.

- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims,

- security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.

12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.

- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, 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.)



ADMINISTRATION

Council Committee Date: May 15, 2017

Discuss live streaming and video archiving of City meetings

BACKGROUND

From 1976 to 1997, the City of Prairie Village broadcasted City Council meetings on the local PEG channel. Since its discontinuation, there has not been any official live streaming or video archiving of Council meetings. The City's current practice is to audio record its City Council meetings. The audio recordings are kept on file until the City Council approves the minutes at the next meeting. Once the minutes are approved, the audio file is recorded over. In the interim, the audio file is available to residents for a small fee.

Council Member Schermoly has been live streaming meetings on Facebook via a City iPad and also archives the video from a camera she purchased from the company Livestream.

In September 2014, the City formed a Communications Work Group to evaluate the current processes and provide a recommendation on providing video/audio recordings or live streaming of the Council Committee of the Whole and City Council meetings. The Work Group evaluated five options:

- (1) leave status quo;
- (2) audio only recording with opportunity to convert to action minutes;
- (3) audio and video recording with action item web posting;
- (4) video web posting in entirety; and
- (5) video streaming to the web.

The Work Group believed the current process was working well and did not pursue other options at that time.

Following the City Council Work Session in February 2017, the City Council approved moving up the exploration of live streaming/video archiving of Council meetings to the "In Progress" portion of the project/initiative list. Council also approved adding the live streaming component to the City's Request for Proposals (RFP) to update the audio/visual equipment in the Council Chambers and Multi-Purpose Room. Staff has conducted preliminary research on what surrounding cities do and the numerous programs available for live streaming.

What other Johnson County cities are doing

Live streaming video of Council meetings	Not currently live streaming video of Council meetings
De Soto	Bonner Springs (posts video after)
Mission	Edgerton
Olathe	Fairway
	Gardner (posts video after)
	Lake Quivira
	Leawood (provides DVD after for a fee)
	Lenexa
	Merriam
	Mission Hills
	Mission Woods
	Overland Park
	Roeland Park
	Shawnee
	Spring Hill
	Westwood
	Westwood Hills

*Further information attached on Kansas cities that have live streaming

Live streaming Programs and Costs

There are several live streaming platforms with varying costs. The list below is not meant to be all inclusive, but rather show the wide range of options available.

1. YouTube: YouTube proves to be a popular choice for live streaming and video archiving for cities in Kansas and there are no monthly program costs. However, this lower cost solution tends to require more staff time. Hardware costs are dependent on what type of equipment is chosen and can range anywhere from \$500 to \$3,000.
2. Livestream & BoxCast: These popular live streaming platforms have similar costs and capabilities. One time cost of equipment starting at \$400, annual cost of \$2,400 for Livestream and for BoxCast it is a one time deposit of \$139.98 for the hardware, annual cost of \$1,559.88.
3. Swagit: This is a complete "hands free" option with all the uploading, archiving, and indexing done by the company. One time costs range from \$5,000 to \$30,000 depending on equipment needs and expectation, and the annual cost is from \$9,000 to \$15,000.

Staff Time

Video streaming and archiving will require staff time. In the survey of other cities, it varied as to the amount of time and the exactness of reporting. Currently, the unofficial operations require one person for the entire meeting and prep and post time.

The City's new Information Technology (IT) Manager has experience with live streaming and installing the equipment. If the City moves forward with streaming, a staff member will manage and monitor the activity. It is not proposed to add a staff member so the necessary staff time will not be available for other activities.

If approved, installation and implementation will occur by year end of 2017 given the current priorities and the onboarding of the IT Manager.

Staff secured Conference Technologies, Inc. (CTI) to review and make recommendation for the Council Chamber equipment and audio upgrades. As directed by a Council motion, CTI researched several options for live streaming and provided an estimated cost of full integration into the new AV system. The estimated cost was \$8,439.50 for the equipment and installation. This amount does not include the annual subscription service for live streaming and video archiving. Staff viewed this amount was higher than anticipated and have pursued the costs of a non-integrated operation. The non-integrated system will require more staff time, but is less costly for equipment and installation.

ADA - Closed Captioning

A few questions have been raised about closed captioning and any requirements to do so under the American Disabilities Act. Staff has researched the topic and found that many cities that currently live stream do not offer closed captioning. Certain live streaming platforms, such as BoxCast, do provide closed captioning as an option to archived videos at no additional costs. However, BoxCast reports that the automated closed captioning software currently available on the market is not accurate enough to be utilized with integration so closed captioning during live streaming would require a dedicated City staff member to manually caption the meetings while they occur.

Additionally, the City Attorney provided a memorandum discussing her findings. She states that while there is currently no express requirement under the ADA for the City to provide closed captioning of live streamed videos, she could not find definitive guidance as to whether the City would be required to do so if requested by a person with a hearing disability.

Motions

1. City Council authorizes the live streaming and video recording of City meetings. Council will need to discuss if this includes Committee of the Whole, City Council, and Planning Commission meetings.
2. City Council authorizes funds up to \$5,000 from the Equipment Reserve Fund to purchase necessary hardware in 2017. Council also authorizes funds up to \$3,000 to be

in the 2018 budget for the annual costs associated with live streaming and video archiving.

3. City Council authorizes staff to separate the live streaming/video recording component from the audio/visual RFP, which will come to City Council after a formal bidding process. The live streaming and video archiving will be a project of the new IT staff. Including the live streaming equipment and platform selection in the bid was complicating the A/V RFP process as a result of the variety of options and costs.

BUDGET

- One time costs up to \$5,000 for hardware including, but not limited to, a camera suitable for video recording, mounting the camera, electrical, cabling, and audio integration
- Annual cost up to \$3,000 for the monthly fees of a live streaming platform.

ATTACHMENTS

Chart - Kansas Cities' Experience with Live Streaming Video
City Attorney Memo - Live streaming ADA Requirements

PREPARED BY

Alley Williams

Date: May 10, 2017

Kansas Cities' Experience with Live Streaming Video

City	Population	Video Program	Cost	How Many Viewers?	Staff Time
Andover	12,509	Channel 7 and Civic Media	Website is \$6,000/year; Have a bid to upgrade the sound system, control system, and cameras to high definition, bid came back at \$140,000	Unsure	15-20 minutes to set up and shut down recordings; 2-3 hours a month of routine checking. Everything ran through own IT Department
Augusta	9,242	Channel 7; Vimeo for archiving	Vimeo is \$60/year	Unsure on live; 40-50 archive	Clerk operates the equipment during the meeting and City Manager uploads to archive (1-2 hours)
Coffeyville	9,876	Government Access Channel; Ustream	Ustream is free	Unsure on live; 17-200 archived viewers	IT employee attends all meetings to set up and monitor recordings
Derby	23,234	Swagit	\$617/mo plus one time cost of \$6,000	Unsure	Almost none
De Soto	6,074	YouTube	YouTube is free	5-10 live viewers, 30-60 archived; for contentious meetings 30-40 live and hundreds archive	City Admin the only one involved. Initial setup took roughly 30 hours. Unless there is an issue, takes about 30 minutes
Hutchinson	41,642	Channel 7; YouTube	Entire setup (Tricaster, cameras, monitors, wiring, etc.) was \$50,000. IT staff was able to setup in house	Usually 10 or less live; hundreds for contentious meetings	2 IT staff go 1 hour before meeting and setup and are there during entire meeting to monitor feed
Lawrence	92,763	YouTube	YouTube is free; underwent a massive tech upgrade (new monitors, cameras, etc.) for \$100,000	90 live	Have a part time staffer come in 2 hours before the meeting to set up and works the meeting

Mission	9,491	YouTube	\$900 for equipment	1-2 live; 50-100 archived	20 min/week in addition to Public Information Officer attending every meeting to monitor and work the A/V equipment
Olathe	134,305	Olathe Government Network			
Park City	7,499	Channel 7 contracted out for live; Civic Media for archive	Channel 7 contract is \$18,746/year	Unsure	The City itself does not livestream; meetings are recorded and Channel 7 broadcasts
Topeka	127,215	24/7 Topeka.org channel; YouTube		Unsure	3 staff required 1 hour before the meeting, during the meeting, and 1 hour after
Wichita	388,413	Granicus and Youtube	\$3,000/mo for Granicus	Unsure live; average 70 unique visitors a day on archive	80+ hours on implementation; 6 hours for minutes each week; 2-6 hours/quarter for upkeep

Compiled A. Williams
Sept. 2016

MEMORANDUM

To: Quinn Bennion
Alley Williams

From: Katie Logan, City Attorney

Re: Website access to City public meetings via live streamed video – access to persons with hearing disabilities under the Americans with Disability Act, 42 U.S.C. 12101 *et seq.* (“ADA”).ⁱ

Dated: May 10, 2017

Current ADA Regulations

There is currently no express requirement under the ADA for the City to provide captioning of audio content of live streamed videos of its public meetings made available through the City’s website.

Although there is no express requirement, I could find no definitive guidance as to whether the City would be required to do so if requested by person with a hearing disability.

The current ADA regulations and guidelines governing communications by local public entities indicate that a city must provide “auxiliary services” when requested by a person who has a communication disability, and must give primary consideration to the choice of aid or service requested. However, the City is not required to honor that person’s choice if it can demonstrate that another equally effective method of communication is available, or that the use of the means requested would result in an undue burden, defined as significant difficulty or expense, to the City.

In its *ADA Title II Technical Assistance Manual*, the DOJ states, “The foundation of many of the specific requirements in the Department’s regulations is the principle that individuals with disabilities must be provided an equally effective opportunity to participate in or benefit from a public entity’s aids, benefits, and services. ILLUSTRATION 1: A deaf individual does not receive an equal opportunity to benefit from attending a city council meeting if he or she does not have access to what is said.”

The following DOJ guidance states that a city would likely be required to provide a sign language interpreter if requested by a deaf person attending a city council meeting. “If a person who is deaf is attending a town council meeting, effective communication would likely require a sign language interpreter or real time captioning, depending upon whether the person’s primary language is sign language or English.” *A Primer for State and Local Governments*, U.S. Department of Justice.

In another guidance publication, the DOJ states that the regulations requiring a public entity to ensure that communications with members of the public with disabilities are as effective as communications with others, *may be satisfied* if a public entity provides “real-time captioning” (computer assisted real-time transcription in which a transcriber types what is being said at a meeting into a computer that projects the words onto a screen) for people who are hearing impaired but do not use sign language. *ADA Requirements - Effective Communication*. U.S. Department of Justice. This guidance does not mandate “real-time captioning” – but rather indicates that “real-time captioning” may satisfy the obligation to ensure effective communication.

I attempted to contact the DOJ directly to obtain further guidance as to the requirements for providing captioning of live streamed videos of public meetings made available through the City’s website, but have not received a response as of completion of this memo. I note that many cities, including the City of Milwaukee, Wisconsin (which entered into a settlement agreement in 2016 with the DOJ on matters relating to ADA requirements for access to the City’s website) do not provide captions for live streamed videos of their public meetings made available through their websites. While the fact that many cities do not provide such captioning is not determinative, it does suggest that such captioning is not required under the current regulations. I will update you of any additional guidance I receive from the DOJ.

Proposed ADA Regulations.

The DOJ has issued proposed regulations which do require (without request) public entities (effective three years after publication of a final rule) to use real-time captioning of videos it makes available to members of the public via its website to “...enable people who are deaf or hard of hearing to watch real-time presentations. Captions provide the part of the content available via the audio track. Captions not only include dialogue, but also identify who is

speaking and notate sound effects and other significant audio.” PROPOSED RULES
DEPARTMENT OF JUSTICE 28 CFR Part 35 *Nondiscrimination on the Basis of Disability;
Accessibility of Web Information and Services of State and Local Government Entities* 81 FR
28658-01, May 9, 2016. The comment period closed October 7, 2016 and to date the DOJ has
not issued any of the proposed rules.

ⁱ Although I did a limited review of other federal laws, I did not find other federal laws which would impose captioning requirements for live streamed videos of public meetings made available only through the City’s website. I note that there are certain requirements for captioning of videos first broadcast on public, educational, and government (PEG) access television, but those requirements do not apply since the City is not considering using PEG access television for the initial broadcast of its meetings.



Finance Department

DATE: May 15, 2017
TO: Mayor and Council
FROM: Lisa Santa Maria, Finance Director
SUBJECT: 2018 Preliminary Budget

Attached for the Mayor and Council review is the proposed 2018 budget. This budget is preliminary.

The following are budget considerations for discussion, and there may be others after Monday's meeting:

1. Remove \$63,000 allocated for elections in the Mayor and Council budget – what is Council's direction?
2. Legal Services budget is currently at \$200,000 – should this be lowered to \$175,000? Attached is a history of legal costs.
3. Add funding for Teen Council travel at \$3,000 to NLC conference in March (flight, hotel, registration and food for 2)
4. Add funding to support on-going annual subscription for Video Streaming services at \$3,000 – see related memo in Council packet
5. Add funding for Parks Program manager at \$150,000 (salary, benefits, vehicle and programming budget) – see attached memo

An updated 2018 budget will be provided after the County Clerks 2018 Budget letter becomes available (June 15th).

Also attached per a Council member's request, are the Mill Levy rates for the Cities used for benefits comparison purposes in the Compensation Study.

Legal Budget History

Year	Budget	Actual	Difference	Notes
2011	\$125,000	\$110,516	14,484	
2012	\$125,000	\$225,682	(100,682)	David Morrison Ethics Violation, Employment Issues
2013	\$115,000	\$249,735	(134,735)	Mission Valley SUP, Mission Chateau, Open Carry
2014	\$160,000	\$420,562	(260,562)	Mission Valley SUP, Mission Chateau
2015	\$200,000	\$188,412	11,588	
2016	\$230,000	\$187,668	42,332	
2017	\$200,000	\$43,119		Year to Date
2018	\$200,000			

Memorandum

To: Mayor and City Council
From: Quinn Bennion, City Administrator
Alley Williams, Assistant to the City Administrator
Date: May 11, 2017
Subject: Parks Coordinator

At the May 1, 2017 City Council meeting, Council asked staff to provide cost estimates for adding a parks programmer position into the 2018 budget.

Please see the following salary ranges for equivalent positions to a parks coordinator from neighboring cities.

City	Equivalent Position	Salary Range
Fairway	Parks & Recreation Director	\$58,000-\$65,000
Leawood	Recreation Supervisor	\$40,019-\$65,000
Lenexa	Recreation Program Coordinator	\$37,061-\$51,997
Merriam	Recreation Supervisor	\$48,268-\$72,401
Shawnee	Recreation Coordinator	\$48,660-\$70,588
PV Recommended	Parks & Recreation Coordinator	\$42,980-\$64,460

With this comparative information, staff recommends a 2018 budget of:

Salary & Benefits = \$70,000
Vehicle = \$25,000
Programming costs for events/promotion = \$30,000
TOTAL = \$125,000

If this position and range is approved in the budget, there would need to be significant discussion about responsibilities, office location, supervisor, programming expectations and goals for the parks programming efforts.

**Compensation Study Survey Sources
2016 Mill Levies**

	City	City
1	Liberal	51.789
2	Manhattan	48.023
3	Derby	48.021
4	Wyandotte	38.813
5	Lawrence	32.018
6	Lenexa	31.828
7	Garden City	31.457
8	Merriam	27.673
9	Shawnee	26.611
10	Olathe	24.708
11	Leawood	24.513
12	Prairie Village	19.471
13	Overland Park	13.800



Expenditures by Fund



City of Prairie Village
2018 Budget
Budget Summary - All Funds

City of Prairie Village
2018 Budget
Budget Summary - All Funds

	General Fund	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Rec	Special Alcohol	Bond & Interest	Subtotal - Budgeted Funds	Capital Infrastructure	Risk Management	Economic Development	Equipment Reserve	CID Corinth	CID PV Shops	All Funds Total
Fund Balance 1/1	6,210,067	396,664	108,586	192,852	(0)	171,992	75,511	7,155,671	2,772,228	89,853	94,000	40,935	106,742	92,297	10,351,727
Revenues:															
Property Taxes	7,024,699	-	-	-	-	-	-	7,024,699	-	-	-	-	-	-	7,024,699
Sales Taxes	5,300,000	-	-	-	-	-	-	5,300,000	-	-	-	-	600,000	550,000	6,450,000
Use Tax	1,060,000	-	-	-	-	-	-	1,060,000	-	-	-	-	-	-	1,060,000
Motor Vehicle Tax	727,688	-	-	-	-	-	-	727,688	-	-	-	-	-	-	727,688
Liquor Tax	138,647	-	-	-	138,647	138,647	-	415,941	-	-	-	-	-	-	415,941
Franchise Fees	2,101,700	-	-	-	-	-	-	2,101,700	-	-	-	-	-	-	2,101,700
Licenses & Permits	723,250	1,650	-	6,000	-	-	-	730,900	-	-	-	-	-	-	730,900
Intergovernmental	-	-	582,720	-	-	-	-	582,720	-	-	-	-	-	-	582,720
Charges for Services	1,498,978	1,608,768	-	1,581,436	-	-	-	4,689,182	-	-	-	-	-	-	4,689,182
Fines & Fees	907,400	-	-	-	-	-	-	907,400	-	-	-	-	-	-	907,400
Recreational Fees	408,700	-	-	-	-	-	-	408,700	-	-	-	-	-	-	408,700
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest on Investments	55,000	5,000	1,800	4,800	425	1,300	1,500	69,825	65,000	540	6,000	4,000	600	600	146,565
Miscellaneous	162,500	9,000	-	-	-	-	-	171,500	10,000	-	-	-	-	-	181,500
Total Revenue	20,108,562	1,624,418	584,520	1,592,236	139,072	139,947	1,500	24,190,255	75,000	540	6,000	4,000	600,600	550,600	25,426,995
Transfers from Other funds:															
Transfer from General Fund	-	-	-	-	-	-	1,033,038	1,033,038	4,100,000	35,000	-	450,000	-	-	5,618,038
Transfer from Solid Waste Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	450,000	-	-	-	-	-	241,833	691,833	1,000,000	-	-	-	-	-	1,691,833
Transfer from Special Highway Fund	-	-	-	-	-	-	-	-	643,000	-	-	-	-	-	643,000
Transfer from Special Parks & Rec Fund	-	-	-	-	-	-	-	-	139,072	-	-	-	-	-	139,072
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	450,000	-	-	-	-	-	1,274,871	1,724,871	5,882,072	35,000	-	450,000	-	-	8,091,943
Total Sources	20,558,562	1,624,418	584,520	1,592,236	139,072	139,947	1,276,371	25,915,126	5,957,072	35,540	6,000	454,000	600,600	550,600	33,518,938
Expenditures:															
Personal Services	10,070,224	24,951	-	-	-	96,029	-	10,191,204	-	-	-	-	-	-	10,191,204
Contract Services	4,642,301	1,683,015	-	-	-	52,072	-	6,377,388	-	70,000	50,000	-	707,342	642,897	7,847,627
Commodities	766,925	1,000	-	-	-	16,555	-	784,480	-	-	-	-	-	-	784,480
Capital Outlay	211,700	-	-	-	-	40,000	-	251,700	-	-	-	457,000	-	-	708,700
Debt Service	-	-	-	-	-	-	1,308,038	1,308,038	-	-	-	-	-	-	1,308,038
Infrastructure	-	-	-	-	-	-	-	-	7,635,100	-	-	-	-	-	7,635,100
Equipment Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Infrastructure Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	500,000	312,116	50,106	93,255	-	107,283	-	1,062,760	-	-	-	-	-	-	1,062,760
Total Expenditures	16,191,150	2,021,082	50,106	93,255	-	311,939	1,308,038	19,975,570	7,635,100	70,000	50,000	457,000	707,342	642,897	29,537,909
Transfers to Other Funds:															
Transfer to General Fund	-	-	-	450,000	-	-	-	450,000	-	-	-	-	-	-	450,000
Transfer to Bond & Interest Fund	1,033,038	-	-	241,833	-	-	-	1,274,871	-	-	-	-	-	-	1,274,871
Transfer to Capital Infrastructure Fund	4,100,000	-	643,000	1,000,000	139,072	-	-	5,882,072	-	-	-	-	-	-	5,882,072
Transfer to Risk Management Fund	35,000	-	-	-	-	-	-	35,000	-	-	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	450,000	-	-	-	-	-	-	450,000	-	-	-	-	-	-	450,000
Total	5,618,038	-	643,000	1,691,833	139,072	-	-	8,091,943	-	-	-	-	-	-	8,091,943
Total Uses	21,809,188	2,021,082	693,106	1,785,088	139,072	311,939	1,308,038	28,067,513	7,635,100	70,000	50,000	457,000	707,342	642,897	37,629,852
Sources Over(Under) Uses	(1,250,626)	(396,664)	(108,586)	(192,852)	-	(171,992)	(31,667)	(2,152,387)	(1,678,028)	(34,460)	(44,000)	(3,000)	(106,742)	(92,297)	(4,110,914)
Fund Balance @ 12/31	4,959,441	0	(0)	(0)	(0)	(0)	43,844	5,003,284	1,094,200	55,393	50,000	37,935	0	0	6,240,813

General Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 7,059,237	\$ 6,931,243	\$ 6,604,051	\$ 6,837,403	\$ 6,210,067
Revenues:					
Property Taxes	5,314,495	5,484,905	6,331,169	6,331,169	7,024,699
Sales Taxes	4,803,664	4,836,697	4,854,400	4,854,400	5,300,000
Use Tax	994,647	1,112,114	985,000	985,000	1,060,000
Motor Vehicle Tax	511,134	620,575	649,770	649,770	727,688
Liquor Tax	128,353	128,934	130,000	130,000	138,647
Franchise Fees	1,979,976	1,991,903	1,972,750	1,972,750	2,101,700
Licenses & Permits	672,724	819,498	597,080	597,080	723,250
Intergovernmental				-	
Charges for Services	1,531,907	1,516,070	1,523,076	1,523,076	1,498,978
Fines & Fees	905,453	911,058	1,010,900	1,010,900	907,400
Recreational Fees	426,651	433,456	377,825	377,825	408,700
Interest on Investments	80,876	40,315	80,000	80,000	55,000
Miscellaneous	212,325	153,338	165,600	165,600	162,500
Net Inc/Decr in Fair Value	(57,878)	(15,908)			
Total Revenue	17,504,327	18,032,954	18,677,570	18,677,570	20,108,562
Transfers from Other funds:					
Transfer from Stormwater Utility Fund	400,000	400,000	400,000	400,000	450,000
Total	400,000	400,000	400,000	400,000	450,000
Total Sources	17,904,327	18,432,954	19,077,570	19,077,570	20,558,562
Expenditures:					
Personal Services	8,563,935	8,775,727	9,504,543	9,029,316	10,070,224
Contract Services	4,801,397	4,754,921	5,156,285	4,898,471	4,642,301
Commodities	621,564	620,381	765,225	726,964	766,925
Capital Outlay	266,000	249,745	246,800	234,460	211,700
Contingency	-	-	500,000	-	500,000
Total Expenditures	14,252,896	14,400,773	16,172,853	14,889,210	16,191,150
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	3,144,425	4,091,021	4,100,000	4,100,000	4,100,000
Transfer to Bond & Interest Fund			480,696	480,696	1,033,038
Transfer to Risk Management Fund	35,000	35,000	35,000	35,000	35,000
Transfer to Economic Development Fund	-	-	-	-	-
Transfer to Equipment Reserve Fund	600,000	-	200,000	200,000	450,000
Total	3,779,425	4,126,021	4,815,696	4,815,696	5,618,038
Total Uses	18,032,321	18,526,794	20,988,549	19,704,906	21,809,188
Sources Over(Under) Uses	(127,994)	(93,840)	(1,910,979)	(627,336)	(1,250,626)
Fund Balance @ 12/31	\$ 6,931,243	\$ 6,837,403	\$ 4,693,072	\$ 6,210,067	\$ 4,959,441

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

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

Solid Waste Management Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 303,546	\$ 373,792	\$ 388,599	\$ 483,473	\$ 396,664
Revenues:					
Licenses & Permits	1,515	1,720	1,500	1,500	1,650
Charges for Services	1,459,277	1,484,647	1,451,205	1,608,768	1,608,768
Interest on Investments	6,143	4,928	6,800	6,800	5,000
Miscellaneous	7,150	9,698	7,000	7,000	9,000
Total Revenue	1,474,085	1,500,993	1,466,505	1,624,068	1,624,418
Total Sources	1,474,085	1,500,993	1,466,505	1,624,068	1,624,418
Expenditures:					
Personal Services	25,372	26,862	26,841	26,862	24,951
Contract Services	1,378,467	1,364,449	1,660,797	1,683,015	1,683,015
Commodities	-	-	1,000	1,000	1,000
Contingency	-	-	166,466	-	312,116
Total Expenditures	1,403,839	1,391,311	1,855,104	1,710,877	2,021,082
Total Uses	1,403,839	1,391,311	1,855,104	1,710,877	2,021,082
Sources Over(Under) Uses	70,246	109,681	(388,599)	(86,809)	(396,664)
Fund Balance @ 12/31	\$ 373,792	\$ 483,473	\$ -	\$ 396,664	\$ 0

Funding Sources: Special assessments on property tax bills.

Expenditures: In 2017 the City contracted with Republic Trash Services for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies.

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

Special Highway Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 79,777	\$ 105,449	\$ 106,399	\$ 147,676	\$ 108,586
Revenues:					
Intergovernmental	576,553	584,317	567,810	567,810	582,720
Interest on Investments	4,119	2,232	3,200	3,200	1,800
Total Revenue	580,672	586,549	571,010	571,010	584,520
Total Sources	580,672	586,549	571,010	571,010	584,520
Expenditures:					
Contingency	-	-	67,309	-	50,106
Total Expenditures	-	-	67,309	-	50,106
Transfers to Other Funds:					
Transfer to General Fund	-	-	-	-	-
Transfer to Capital Infrastructure Fund	555,000	544,322	610,100	610,100	643,000
Total	555,000	544,322	610,100	610,100	643,000
Total Uses	555,000	544,322	677,409	610,100	693,106
Sources Over(Under) Uses	25,672	42,227	(106,399)	(39,090)	(108,586)
Fund Balance @ 12/31	\$ 105,449	\$ 147,676	\$ -	\$ 108,586	\$ (0)

Funding Sources: State gasoline tax (per gallon)

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

Stormwater Utility Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 320,111	\$ 269,356	\$ 216,012	\$ 249,377	\$ 192,852
Revenues:					
Licenses & Permits	6,230	10,360	4,500	4,500	6,000
Charges for Services	1,579,416	1,602,687	1,575,264	1,575,264	1,581,436
Interest on Investments	5,707	4,582	6,319	6,319	4,800
Total Revenue	1,591,353	1,617,629	1,586,083	1,586,083	1,592,236
Total Sources	1,591,353	1,617,629	1,586,083	1,586,083	1,592,236
Expenditures:					
Contingency	-		159,487		93,255
Total Expenditures	-	-	159,487	-	93,255
Transfers to Other Funds:					
Transfer to General Fund	400,000	400,000	400,000	400,000	450,000
Transfer to Bond & Interest Fund	242,108	237,608	242,608	242,608	241,833
Transfer to Capital Infrastructure Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Transfer to Equipment Reserve Fund	-	-	-	-	-
Total	1,642,108	1,637,608	1,642,608	1,642,608	1,691,833
Total Uses	1,642,108	1,637,608	1,802,095	1,642,608	1,785,088
Sources Over(Under) Uses	(50,755)	(19,979)	(216,012)	(56,525)	(192,852)
Fund Balance @ 12/31	\$ 269,356	\$ 249,377	\$ -	\$ 192,852	\$ (0)

Funding Sources: Special assessments on the property tax bills - fee per square foot of impervious area (\$0.040/sq. ft.) (2015 rate was \$0.040/sq. ft.)

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

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

Special Park & Recreation Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 97,301	\$ 46,370	\$ 77,801	\$ 15,516	\$ (0)
Revenues:					
Liquor Tax	128,353	128,934	130,000	130,000	138,647
Interest on Investments	716	212	750	750	425
Total Revenue	129,069	129,146	130,750	130,750	139,072
Total Sources	129,069	129,146	130,750	130,750	139,072
Expenditures:					
Contingency	-	-	18,551	-	-
Total Expenditures	-	-	18,551	-	-
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	180,000	160,000	190,000	146,266	139,072
Total	180,000	160,000	190,000	146,266	139,072
Total Uses	180,000	160,000	208,551	146,266	139,072
Sources Over(Under) Uses	(50,931)	(30,854)	(77,801)	(15,516)	-
Fund Balance @ 12/31	\$ 46,370	\$ 15,516	\$ -	\$ (0)	\$ (0)

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

Expenditures: Park and pool improvements.

Special Alcohol Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 150,919	\$ 165,832	\$ 182,912	\$ 177,792	\$ 171,992
Revenues:					
Liquor Tax	128,353	128,934	130,000	130,000	138,647
Interest on Investments	3,218	824	2,000	2,000	1,300
Miscellaneous	-	-	-	-	-
Total Revenue	131,571	129,758	132,000	132,000	139,947
Total Sources	131,571	129,758	132,000	132,000	139,947
Expenditures:					
Personal Services	73,068	67,457	79,773	79,773	96,029
Contract Services	27,777	37,589	41,472	41,472	52,072
Commodities	15,813	12,752	16,555	16,555	16,555
Capital Outlay	-	-	-	-	40,000
Contingency	-	-	177,112	-	107,283
Total Expenditures	116,658	117,799	314,912	137,800	311,939
Total Uses	116,658	117,799	314,912	137,800	311,939
Sources Over(Under) Uses	14,913	11,960	(182,912)	(5,800)	(171,992)
Fund Balance @ 12/31	\$ 165,832	\$ 177,792	\$ -	\$ 171,992	\$ (0)

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

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

Bond & Interest Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 128,885	\$ 81,628	\$ 71,155	\$ 105,728	\$ 75,511
Revenues:					
Property Taxes	354,750	533,673	-	-	-
Motor Vehicle Tax	170,396	65,228	62,229	62,229	-
Interest on Investments	3,240	1,640	3,000	3,000	1,500
Total Revenue	528,386	600,542	65,229	65,229	1,500
Transfers from Other funds:					
Transfer from General Fund			480,696	480,696	1,033,038
Transfer from Stormwater Fund	242,108	237,608	242,608	242,608	241,833
Transfer from Special Highway Fund					
Transfer from Special Parks & Rec Fund					
Transfer from Special Alcohol Fund					
Total	242,108	237,608	723,304	723,304	1,274,871
Total Sources	770,494	838,150	788,533	788,533	1,276,371
Expenditures:					
Debt Service	817,751	814,050	818,750	818,750	1,308,038
Total Expenditures	817,751	814,050	818,750	818,750	1,308,038
Total Uses	817,751	814,050	818,750	818,750	1,308,038
Sources Over(Under) Uses	(47,257)	24,100	(30,217)	(30,217)	(31,667)
Fund Balance @ 12/31	\$ 81,628	\$ 105,728	\$ 40,938	\$ 75,511	\$ 43,844

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

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

Notes: The City's outstanding bonds will be paid off in 2036.

Capital Infrastructure Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 3,176,319	\$ 2,224,267	\$ 1,812,767	\$ 3,156,962	\$ 2,772,228
Revenues:					
Intergovernmental	138,162	1,163,891	1,294,000	1,294,000	-
Bond Proceeds	-	3,267,475	-	-	-
Interest on Investments	68,138	52,774	90,000	90,000	65,000
Miscellaneous	-	7,110	10,000	10,000	10,000
Net Inc/Decr in Fair Value	(41,999)	(39,576)	-	-	-
Total Revenue	164,301	4,451,674	1,394,000	1,394,000	75,000
Transfers from Other funds:					
Transfer from General Fund	3,144,425	4,091,021	4,100,000	4,100,000	4,100,000
Transfer from Special Highway Fund	555,000	544,322	610,100	610,100	643,000
Transfer from Stormwater Utility Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Transfer from Grant Fund	-	-	-	-	-
Transfer from Special Parks & Rec Fund	180,000	160,000	190,000	146,266	139,072
Total	4,879,425	5,795,343	5,900,100	5,856,366	5,882,072
Total Sources	5,043,726	10,247,017	7,294,100	7,250,366	5,957,072
Expenditures:					
Debt Service	-	58,276	-	-	-
Infrastructure	5,995,778	9,256,045	7,635,100	7,635,100	7,635,100
Total Expenditures	5,995,778	9,314,322	7,635,100	7,635,100	7,635,100
Total Uses	5,995,778	9,314,322	7,635,100	7,635,100	7,635,100
Sources Over(Under) Uses	(952,052)	932,695	(341,000)	(384,734)	(1,678,028)
Fund Balance @ 12/31	\$ 2,224,267	\$ 3,156,962	\$ 1,471,767	\$ 2,772,228	\$ 1,094,200

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

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

Risk Management Reserve Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 2,361	\$ 96,469	\$ 94,108	\$ 92,264	\$ 89,853
Revenues:					
Interest on Investments	487	544	450	450	540
Miscellaneous	61,622	-	-	-	-
Total Revenue	62,109	544	450	450	540
Transfers from Other funds:					
Transfer from General Fund	35,000	35,000	35,000	35,000	35,000
Transfer from Special Alcohol Fund	-	-	-	-	-
Total	35,000	35,000	35,000	35,000	35,000
Total Sources	97,109	35,544	35,450	35,450	35,540
Expenditures:					
Contract Services	3,001	39,748	70,000	37,861	70,000
Total Expenditures	3,001	39,748	70,000	37,861	70,000
Total Uses	3,001	39,748	70,000	37,861	70,000
Sources Over(Under) Uses	94,108	(4,205)	(34,550)	(2,411)	(34,460)
Fund Balance @ 12/31	\$ 96,469	\$ 92,264	\$ 59,558	\$ 89,853	\$ 55,393

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

Expenditures: Risk management related expenditures, such as insurance deductibles

Economic Development Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 1,942,029	\$ 1,887,943	\$ 1,826,943	\$ 1,603,200	\$ 94,000
Revenues:					
Interest on Investments	13,747	8,559	16,000	16,000	6,000
Total Revenue	13,747	8,559	16,000	16,000	6,000
Transfers from Other funds:					
Transfer from General Fund	-	-	-	-	-
Total	-	-	-	-	-
Total Sources	13,747	8,559	16,000	16,000	6,000
Expenditures:					
Contract Services	67,833	293,302	70,000	1,354,465	50,000
Contingency	-	-	-	170,735	-
Total Expenditures	67,833	293,302	70,000	1,525,200	50,000
Total Uses	67,833	293,302	70,000	1,525,200	50,000
Sources Over(Under) Uses	(54,086)	(284,743)	(54,000)	(1,509,200)	(44,000)
Fund Balance @ 12/31	\$ 1,887,943	\$ 1,603,200	\$ 1,772,943	\$ 94,000	\$ 50,000

Projects	2015	2016	2017	2017	2018
Exterior Grant Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Website renovation & upgrades	-	-	-	-	-
Johnson County Home Repair Program	20,000	20,000	20,000	20,000	-
KCADC Joint Membership w/Chamber	3,000	3,000	-	-	-
Total	\$ 73,000	\$ 73,000	\$ 70,000	\$ 70,000	\$ 50,000

Economic Development Fund Allocation	2017	2017 Est	2018
Park Land Acquisition & Improvements (\$257,353 paid in 2016 for North Park)	\$1,200,000		
Contingency Fund	\$272,943		
Exterior Grant Program (3 years - 2017 - 2019)	\$150,000	\$94,000	\$50,000
Mission Road 75th to 83rd Street - aesthetics	\$100,000		
Village Square Design (Harmon)	\$50,000		
Total	\$1,772,943	\$94,000	\$50,000

Equipment Reserve Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 560,882	\$ 787,225	\$ 631,725	\$ 390,335	\$ 40,935
Revenues:					
Intergovernmental	-	-	-	-	-
Interest on Investments	6,039	3,556	5,500	5,500	4,000
Total Revenue	6,039	3,556	5,500	5,500	4,000
Transfers from Other funds:					
Transfer from General Fund	600,000	-	200,000	200,000	450,000
Transfer from Stormwater Utility Fund	-	-	-	-	-
Transfer from Economic Dev Fund	-	-	-	-	-
Total	600,000	-	200,000	200,000	450,000
Total Sources	606,039	3,556	205,500	205,500	454,000
Expenditures:					
Capital Outlay	379,696	400,445	372,000	554,900	457,000
Total Expenditures	379,696	400,445	372,000	554,900	457,000
Total Uses	379,696	400,445	372,000	554,900	457,000
Sources Over(Under) Uses	226,343	(396,890)	(166,500)	(349,400)	(3,000)
Fund Balance @ 12/31	\$ 787,225	\$ 390,335	\$ 465,225	\$ 40,935	\$ 37,935

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

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Plan

Equipment Reserve Expenditure Total = \$457,000

2018 PROJECT DESCRIPTION	2018 EXPENDITURES
Police Department Radio Replacement	\$375,000
Police Department Laptop Replacement	\$42,000
IT PROJECTS TOTAL	\$417,000
Public Works Mower	\$40,000
EQUIPMENT/VEHICLE TOTAL	\$40,000
EQUIPMENT RESERVE TOTAL	\$457,000

CID - Corinth Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 164,637	\$ 143,585	\$ 85	\$ 86,827	\$ 106,742
Revenues:					
Sales Taxes	527,280	551,399	535,000	535,500	600,000
Interest on Investments	1,689	629	1,500	1,000	600
Total Revenue	528,969	552,027	536,500	536,500	600,600
Total Sources	528,969	552,027	536,500	536,500	600,600
Expenditures:					
Contract Services	550,021	608,785	516,585	516,585	707,342
Contingency			20,000		
Total Expenditures	550,021	608,785	536,585	516,585	707,342
Total Uses	550,021	608,785	536,585	516,585	707,342
Sources Over(Under) Uses	(21,052)	(56,758)	(85)	19,915	(106,742)
Fund Balance @ 12/31	\$ 143,585	\$ 86,827	\$ -	\$ 106,742	\$ 0

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

Expenditures: Development within Corinth Square per Developer Agreement

CID - PV Shops Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Estimate	2018 Budget
Fund Balance 1/1	\$ 174,839	\$ 161,450	\$ 17,450	\$ 89,747	\$ 92,297
Revenues:					
Sales Taxes	551,832	542,693	550,000	550,000	550,000
Interest on Investments	1,148	835	1,700	1,700	600
Total Revenue	552,980	543,528	551,700	551,700	550,600
Total Sources	552,980	543,528	551,700	551,700	550,600
Expenditures:					
Contract Services	566,369	615,231	549,150	549,150	642,897
Contingency			20,000		
Total Expenditures	566,369	615,231	569,150	549,150	642,897
Total Uses	566,369	615,231	569,150	549,150	642,897
Sources Over(Under) Uses	(13,389)	(71,703)	(17,450)	2,550	(92,297)
Fund Balance @ 12/31	\$ 161,450	\$ 89,747	\$ -	\$ 92,297	\$ 0

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

Expenditures: Development within PV Shops per Developer Agreement

2018 Budget
Schedule of Transfers

Transfer From

	Transfer To										Total	
	General	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Recreation	Special Alcohol	Bond & Interest	Capital Projects	Risk Management	Economic Development		Equipment Reserve
General Fund	-	-	-	-	-	-	1,033,038	4,100,000	35,000	-	450,000	5,618,038
Solid Waste Management	-	-	-	-	-	-	-	-	-	-	-	-
Special Highway	-	-	-	-	-	-	-	643,000	-	-	-	643,000
Stormwater Utility	450,000	-	-	-	-	-	241,833	1,000,000	-	-	-	1,691,833
Special Parks & Recreation	-	-	-	-	-	-	-	139,072	-	-	-	139,072
Special Alcohol	-	-	-	-	-	-	-	-	-	-	-	-
Bond & Interest	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Economic Development	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Total	450,000	-	-	-	-	-	1,274,871	5,882,072	35,000	-	450,000	8,091,943



Expenditures by Program



2018 Budget

FTE Summary by Department

Department	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Administration	9.30	9.30	9.30	9.30
Public Works	28.00	28.00	28.00	29.00
Police Department	63.00	60.00	60.00	61.00
Municipal Court	5.25	5.25	5.25	5.25
Community Development	4.70	5.20	6.20	7.20
Parks & Community Programs	20.80	20.80	20.80	20.80
Total FTE	<u>131.05</u>	<u>128.55</u>	<u>129.55</u>	<u>132.55</u>
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Program

Program	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Management & Planning	2.30	2.30	2.30	2.30
Public Works Administration	7.00	7.00	7.00	8.00
Drainage Operation & Maintenance	5.00	5.00	5.00	5.00
Vehicle Maintenance	3.00	3.00	3.00	3.00
Street Operation & Maintenance	5.00	5.00	5.00	5.00
Buildings & Grounds	8.00	8.00	8.00	8.00
Swimming Pool Operation & Maintenance	-	-	-	-
Tennis Operation & Maintenance	-	-	-	-
Building Operation & Maintenance	-	-	-	-
Police Department Operation & Maint.	-	-	-	-
Police Department Administration	2.00	2.00	2.00	2.00
Staff Services	10.00	10.00	10.00	10.00
Community Services	4.00	2.00	2.00	2.00
Crime Prevention	1.00	1.00	1.00	1.00
Patrol	31.00	30.00	30.00	29.00
Investigations	6.00	6.00	6.00	6.00
Special Investigations	2.00	2.00	2.00	2.00
D.A.R.E.	1.00	1.00	1.00	1.00
Professional Standards	1.00	1.00	1.00	1.00
Off-Duty Contractual	-	-	-	-
Traffic	5.00	5.00	5.00	5.00
Information Technology	-	-	-	2.00
Judges	-	-	-	-
Prosecutor	0.25	0.25	0.25	0.25
Court Clerk	5.00	5.00	5.00	5.00
Legal Services	-	-	-	-
Human Resources	1.00	1.00	1.00	1.00
Administrative Services	-	-	-	-
Finance	2.00	2.00	2.00	2.00
Codes Administration	4.40	4.90	5.90	6.90
Solid Waste Management	0.30	0.30	0.30	0.30
City Clerk	4.00	4.00	4.00	4.00
Community Programs	0.78	0.78	0.78	0.78
Swimming Pool	16.82	16.82	16.82	16.82
Concession Stand	3.00	3.00	3.00	3.00
Tennis	0.20	0.20	0.20	0.20
Total FTE	<u>131.05</u>	<u>128.55</u>	<u>129.55</u>	<u>132.55</u>
Mayor & Council <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

2018 Budget

FTE Summary by Department

Department	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Administration	9.30	9.30	9.30	9.30
Public Works	28.00	28.00	28.00	29.00
Police Department	63.00	60.00	60.00	61.00
Municipal Court	5.25	5.25	5.25	5.25
Community Development	4.70	5.20	6.20	7.20
Parks & Community Programs	20.80	20.80	20.80	20.80
Total FTE	131.05	128.55	129.55	132.55
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Administration				
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
Human Resources Specialist	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	-	1.00	1.00	1.00
Administrative Support Specialist	4.00	3.00	3.00	3.00
City Clerk	1.00	1.00	1.00	1.00
Total	9.30	9.30	9.30	9.30
Public Works				
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
Crew Leader	4.00	4.00	4.00	4.00
Maintenance Worker	7.00	7.00	7.00	7.00
Mechanic	1.00	1.00	1.00	1.00
Senior Maintenance Worker	3.00	3.00	3.00	4.00
Laborer	5.00	5.00	5.00	5.00
Seasonal Laborers	1.00	1.00	1.00	-
Total	28.00	28.00	28.00	29.00
Police Department				
Police Chief	1.00	1.00	1.00	1.00
Police Captain	2.00	2.00	2.00	3.00
Police Sergeant	8.00	8.00	7.00	7.00
Police Corporal	4.00	4.00	4.00	4.00
Police Officer	33.00	32.00	33.00	32.00
Executive Assistant	1.00	1.00	1.00	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
Community Service Officer	2.00	2.00	2.00	2.00
Crossing Guard	2.00	-	-	-
Information Technology	-	-	-	2.00
Total	63.00	60.00	60.00	61.00

2018 Budget

FTE Summary by Position

Department/Position	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Municipal Justice				
Court Baliff	0.25	0.25	0.25	0.25
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	3.00	3.00	3.00	4.00
Total	<u>5.25</u>	<u>5.25</u>	<u>5.25</u>	<u>5.25</u>
Community Development				
Assistant City Administrator	0.70	0.70	0.70	0.70
Codes Support Specialist	1.00	1.00	1.00	1.00
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
Management Intern	-	0.50	0.50	0.50
Total	<u>4.70</u>	<u>5.20</u>	<u>6.20</u>	<u>7.20</u>
Parks & Community Programs				
Management Assistant	1.00	1.00	1.00	1.00
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Concession Worker	3.00	3.00	3.00	3.00
Tennis Instructor	0.20	0.20	0.20	0.20
Total	<u>20.80</u>	<u>20.80</u>	<u>20.80</u>	<u>20.80</u>
Grand Total	131.05	128.55	129.55	132.55
Unpaid Positions				
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>
Appointed/Contracted Officials				
City Attorney/Assistant City Attorney	0.05	0.05	0.05	0.05
City Planner	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
City Prosecutor	0.50	0.50	0.50	0.50
Municipal Judge	0.50	0.50	0.50	0.50
Public Defender	0.25	0.25	0.25	0.25
Total	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>	<u>1.40</u>

2018 Budget

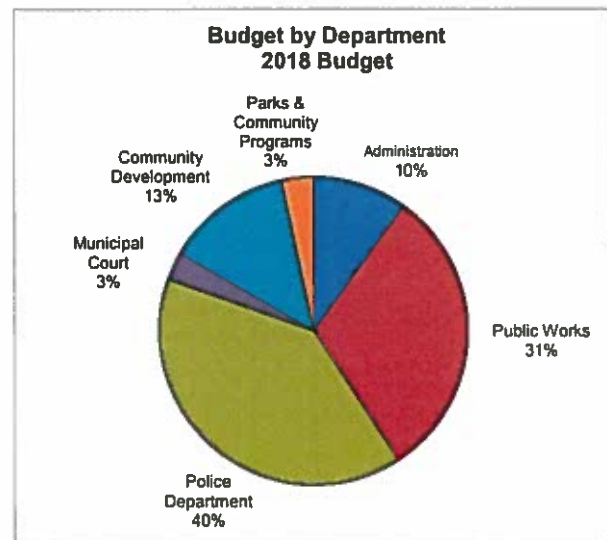
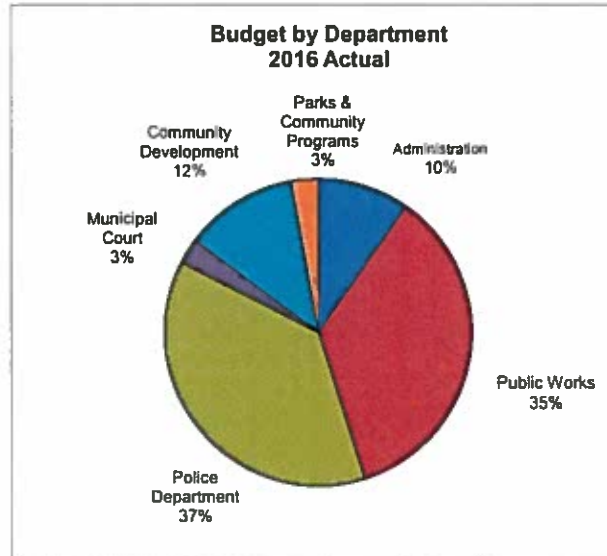
Summary by Department

Department	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Administration	\$ 1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,751,284
Public Works	5,681,085	5,622,665	5,824,530	5,418,607
Police Department	5,833,101	5,930,636	6,578,725	6,956,991
Municipal Court	403,523	428,879	484,964	522,484
Community Development	1,820,377	1,898,895	2,268,455	2,338,216
Parks & Community Programs	533,887	446,297	591,662	577,190
Total	\$ 15,756,552	\$ 15,879,883	\$ 17,469,251	\$ 17,564,772

Expenditures by Fund

General Fund	\$ 14,260,055	\$ 14,400,773	\$ 15,672,853	\$ 15,691,150
Solid Waste Management Fund	1,403,839	1,391,311	1,688,638	1,708,966
Special Alcohol Fund	92,658	87,799	107,760	164,656
Total	\$ 15,756,552	\$ 15,879,883	\$ 17,469,251	\$ 17,564,772

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	539,267
Legal Services	188,412	187,668	200,000	200,000
Human Resources	168,456	178,654	189,736	210,301
Finance	278,682	290,734	298,061	307,412
City Clerk	288,956	292,049	328,773	318,794
Total	\$1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,751,284

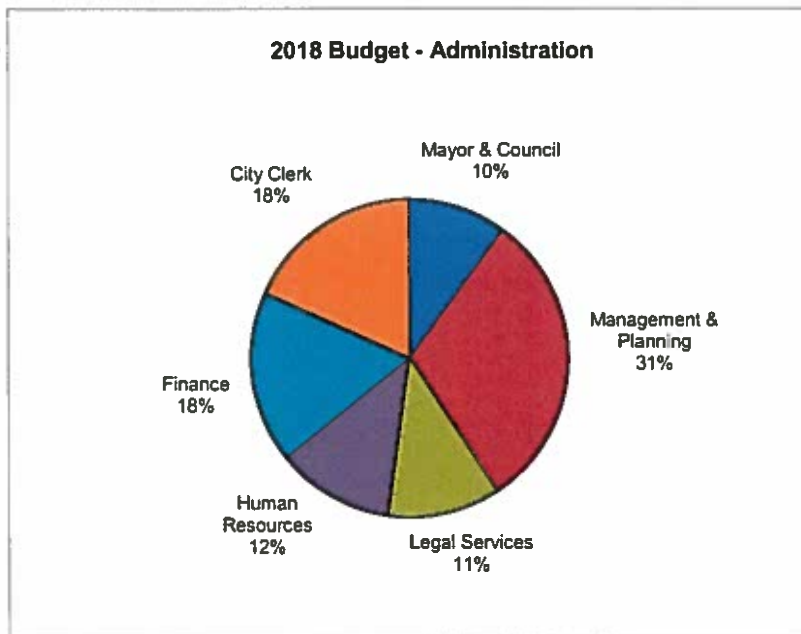
Expenditures by Character				
Personal Services	\$ 892,493	\$ 943,132	\$ 968,536	\$ 1,015,169
Contract Services	527,112	544,709	671,979	660,265
Commodities	58,664	58,540	74,100	74,550
Capital Outlay	6,310	6,130	6,300	1,300
Total	\$ 1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,751,284

Expenditures by Fund				
General Fund	\$ 1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,751,284
Total	\$ 1,484,580	\$ 1,552,511	\$ 1,720,915	\$ 1,751,284

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	\$ 87,396	\$ 80,419	\$ 175,410	\$ 175,510
Expenditures by Fund				
General Fund	\$ 87,396	\$ 80,419	\$ 175,410	\$ 175,510
Total	\$ 87,396	\$ 80,419	\$ 175,410	\$ 175,510
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	13.00	13.00	13.00	13.00

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
Elections	63,000
Worker's Compensation	104
Training and conferences	35,700
Dues & Subscriptions:	
MARC, NLC & LKM	24,200
	\$ 138,004

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
	\$ 31,900

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	\$ 382,829
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	\$ 539,267

Expenditures by Fund				
General Fund	\$ 472,677	\$ 522,988	\$ 528,935	\$ 539,267
Total	\$ 472,677	\$ 522,988	\$ 528,935	\$ 539,267

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

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
	<u>\$ 134,938</u>

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	\$ 131,810
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	\$ 210,301
Expenditures by Fund				
General Fund	\$ 168,456	\$ 178,654	\$ 189,736	\$ 210,301
Total	\$ 168,456	\$ 178,654	\$ 189,736	\$ 210,301
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	\$ 224,031
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	\$ 278,682	\$ 290,734	\$ 298,061	\$ 307,412
Expenditures by Fund				
General Fund	\$ 278,682	\$ 290,734	\$ 298,061	\$ 307,412
Total	\$ 278,682	\$ 290,734	\$ 298,061	\$ 307,412
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	2.00	2.00	2.00	2.00

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
	\$ 82,381

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	\$ 270,893
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	\$ 318,794

Expenditures by Fund				
General Fund	\$ 288,956	\$ 292,049	\$ 328,773	\$ 318,794
Total	\$ 288,956	\$ 292,049	\$ 328,773	\$ 318,794

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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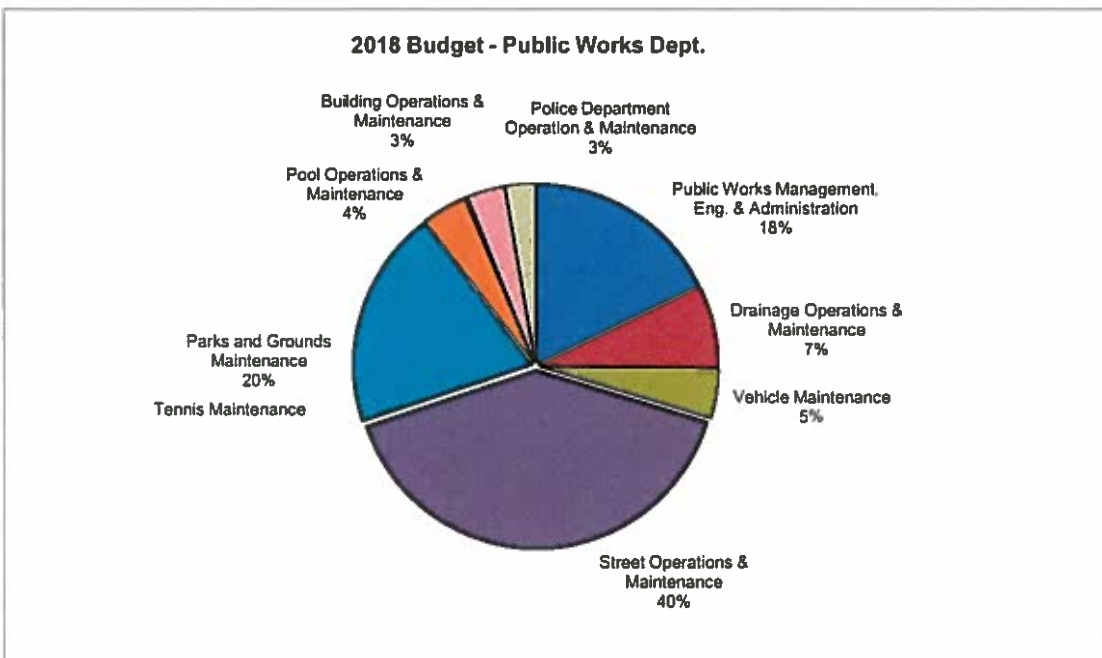
Expenditures – Public Works



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	\$ 964,124
Drainage Operations & Maintenance	390,105	366,480	360,925	396,889
Vehicle Maintenance	211,735	220,106	232,684	247,745
Street Operations & Maintenance	2,580,422	2,527,572	2,664,375	2,179,470
Parks and Grounds Maintenance	1,004,021	1,061,953	1,057,660	1,066,206
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	\$ 5,418,607
Expenditures by Character				
Personal Services	\$ 1,912,504	\$ 1,950,008	\$ 2,092,239	\$ 2,164,106
Contract Services	3,339,478	3,251,657	3,274,891	2,796,951
Commodities	347,886	360,423	421,400	417,050
Capital Outlay	81,217	60,577	36,000	40,500
Total	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,418,607
Expenditures by Fund				
General Fund	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,418,607
Total	\$ 5,681,085	\$ 5,622,665	\$ 5,824,530	\$ 5,418,607
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	\$ 815,665
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	\$ 964,124
Expenditures by Fund				
General Fund	\$ 910,107	\$ 923,226	\$ 932,323	\$ 964,124
Total	\$ 910,107	\$ 923,226	\$ 932,323	\$ 964,124
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	\$ 341,818
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	\$ 396,889
Expenditures by Fund				
General Fund	\$ 390,105	\$ 366,480	\$ 360,925	\$ 396,889
Stormwater Utility Fund	\$0	\$0	\$0	\$0
Total	\$ 390,105	\$ 366,480	\$ 360,925	\$ 396,889
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	\$ 215,875
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	\$ 247,745
Expenditures by Fund				
General Fund	\$ 211,735	\$ 220,106	\$ 232,684	\$ 247,745
Total	\$ 211,735	\$ 220,106	\$ 232,684	\$ 247,745
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	\$ 325,455
Contract Services	2,183,367	2,134,547	2,201,365	1,698,615
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	\$ 2,179,470

Expenditures by Fund				
General Fund	\$ 2,580,422	\$ 2,527,572	\$ 2,664,375	\$ 2,179,470
Total	\$ 2,580,422	\$ 2,527,572	\$ 2,664,375	\$ 2,179,470

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	\$ 308,250	Note: \$471,950 transferred to Bond & Interest Fund
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	
	\$ 1,698,615	

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	\$ 465,293
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	4,500
Total	\$ 1,004,021	\$ 1,061,953	\$ 1,057,660	\$ 1,066,206
Expenditures by Fund				
General Fund	\$ 1,004,021	\$ 1,061,953	\$ 1,057,660	\$ 1,066,206
Total	\$ 1,004,021	\$ 1,061,953	\$ 1,057,660	\$ 1,066,206
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

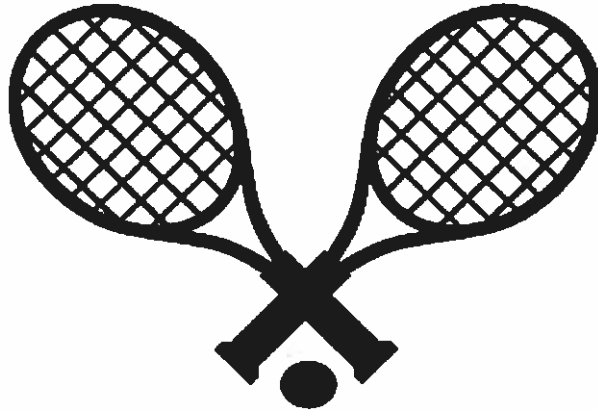


2018 Budget

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	\$ 470,552
Staff Services	839,302	884,591	852,447	897,407
Community Services	149,789	160,835	194,856	203,713
Crime Prevention	11,311	10,933	89,262	82,081
Patrol	2,933,661	2,951,738	3,122,228	3,148,981
Investigations	576,445	625,957	663,046	695,305
Special Investigations Unit	171,342	120,866	209,459	221,607
D.A.R.E.	92,658	87,799	107,760	164,656
Professional Standards	168,936	106,130	180,435	186,488
Off-Duty Contractual	42,316	33,856	48,707	48,707
Traffic Unit	275,554	303,932	409,670	430,000
Information Technology	155,096	194,812	255,250	407,494
Total	\$5,833,101	\$ 5,930,636	\$ 6,578,725	\$ 6,956,991

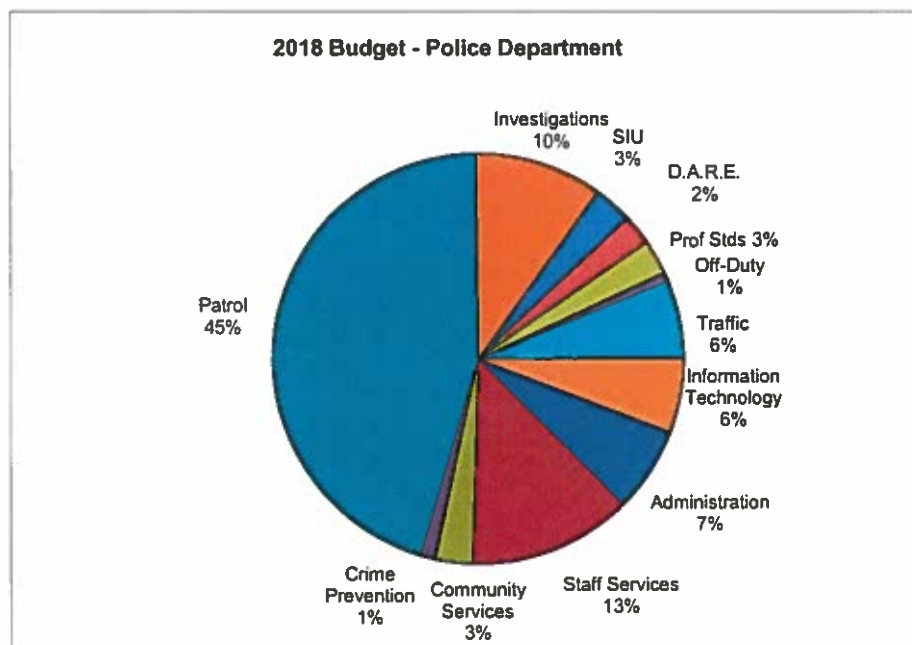
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Character				
Personal Services	\$4,820,025	\$ 4,868,596	\$ 5,278,327	\$ 5,676,088
Contract Services	689,891	743,438	913,493	874,973
Commodities	173,873	154,690	210,405	213,030
Capital Outlay	149,312	163,912	176,500	152,900
Total	\$5,833,101	\$ 5,930,636	\$ 6,578,725	\$ 6,916,991

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Fund				
General Fund	\$5,740,442	\$ 5,842,837	\$ 6,470,965	\$ 6,792,335
Special Alcohol Fund	92,658	87,799	107,760	164,656
Debt Service Fund	-	-	-	-
Total	\$5,833,101	\$ 5,930,636	\$ 6,578,725	\$ 6,956,991

Full-time Equivalent Positions	63.00	60.00	60.00	61.00
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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	\$ 274,025
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	\$ 470,552
Expenditures by Fund				
General Fund	\$ 416,689	\$ 449,187	\$ 445,605	\$ 470,552
Total	\$ 416,689	\$ 449,187	\$ 445,605	\$ 470,552
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

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	\$ 759,339
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	\$ 839,302	\$ 884,591	\$ 852,447	\$ 897,407

Expenditures by Fund				
General Fund	\$ 839,302	\$ 884,591	\$ 852,447	\$ 897,407
Total	\$ 839,302	\$ 884,591	\$ 852,447	\$ 897,407

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	10.00	10.00	10.00	10.00

Notes

2018 Capital Outlay Budget includes the following:

Replace Office Chairs	\$ 1,000
Computer Equipment	\$ 1,500
Total	\$ 2,500

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	\$ 124,983
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	\$ 203,713

Expenditures by Fund

General Fund	\$ 149,789	\$ 160,835	\$ 194,856	\$ 203,713
Total	\$ 149,789	\$ 160,835	\$ 194,856	\$ 203,713

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	\$ 74,737
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	\$ 82,081
Expenditures by Fund				
General Fund	\$ 11,311	\$ 10,933	\$ 89,262	\$ 82,081
Total	\$ 11,311	\$ 10,933	\$ 89,262	\$ 82,081
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	\$ 2,744,059
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	<u>\$ 2,933,661</u>	<u>\$ 2,951,738</u>	<u>\$ 3,122,228</u>	<u>\$ 3,148,981</u>

Expenditures by Fund				
General Fund	\$ 2,933,661	\$ 2,951,738	\$ 3,122,228	\$ 3,148,981
Total	<u>\$ 2,933,661</u>	<u>\$ 2,951,738</u>	<u>\$ 3,122,228</u>	<u>\$ 3,148,981</u>

Full-time Equivalent Positions				
	31.00	30.00	30.00	29.00
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	21.00
Total	<u>31.00</u>	<u>30.00</u>	<u>30.00</u>	<u>29.00</u>

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	4,100
	<u>\$ 174,697</u>

2018 Capital Outlay Budget Includes the Following:

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

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	\$ 631,239
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	\$ 695,305
Expenditures by Fund				
General Fund	\$ 576,445	\$ 625,957	\$ 663,046	\$ 695,305
Total	\$ 576,445	\$ 625,957	\$ 663,046	\$ 695,305
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	\$ 209,029
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	\$ 221,607
Expenditures by Fund				
General Fund	\$ 171,342	\$ 120,866	\$ 209,459	\$ 221,607
Total	\$ 171,342	\$ 120,866	\$ 209,459	\$ 221,607
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	\$ 96,029
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	\$ 164,656
Expenditures by Fund				
General Fund	\$ -	\$ -	\$ -	\$ -
Special Alcohol Fund	92,658	87,799	107,760	164,656
Total	\$ 92,658	\$ 87,799	\$ 107,760	\$ 164,656
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	\$ 111,672
Contract Services	67,179	63,289	69,016	74,116
Commodities	595	163	700	700
Total	\$ 168,936	\$ 106,130	\$ 180,435	\$ 186,488
Expenditures by Fund				
General Fund	\$ 168,936	\$ 106,130	\$ 180,435	\$ 186,488
Total	\$ 168,936	\$ 106,130	\$ 180,435	\$ 186,488
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	\$ 401,525
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	\$ 430,000
Expenditures by Fund				
General Fund	\$ 275,554	\$ 303,932	\$ 409,670	\$ 430,000
Total	\$ 275,554	\$ 303,932	\$ 409,670	\$ 430,000
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	\$ -	\$ -	\$ -	\$ 201,949
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	\$ 407,494

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Fund				
General Fund	\$ 155,096	\$ 194,812	\$ 255,250	\$ 407,494
Total	\$ 155,096	\$ 194,812	\$ 255,250	\$ 407,494

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

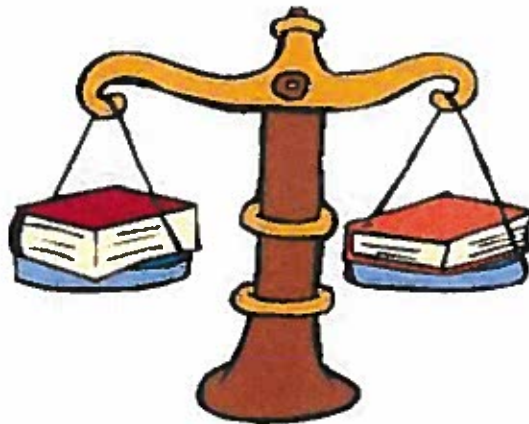
Notes

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
	\$ 36,200



Expenditures – Municipal Justice



2018 Budget

Department: Municipal Justice

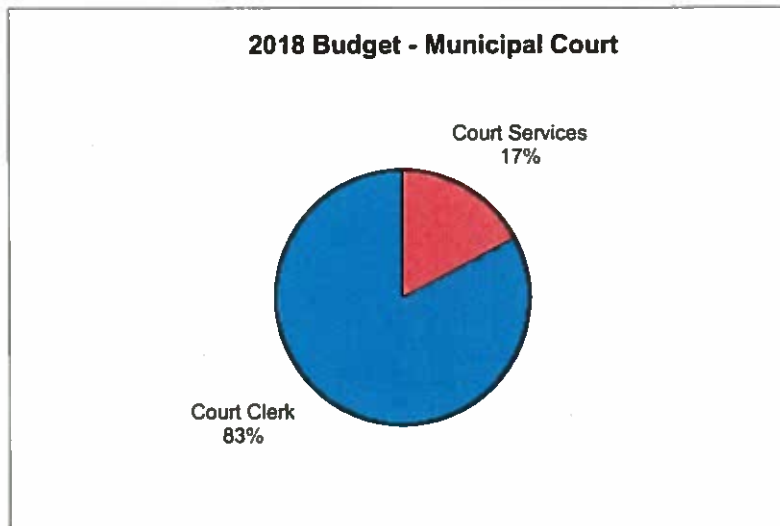
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Judges	\$ 30,924	\$ -	\$ -	\$ -
Court Services	43,093	78,767	89,535	89,896
Court Clerk	329,507	350,113	395,429	432,588
Total	\$ 403,523	\$ 428,879	\$ 484,964	\$ 522,484

Expenditures by Character				
Personal Services	\$ 283,587	\$ 288,894	\$ 308,759	\$ 349,389
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	\$ 522,484

Expenditures by Fund				
General Fund	\$ 403,523	\$ 428,879	\$ 484,964	\$ 522,484
Total	\$ 403,523	\$ 428,879	\$ 484,964	\$ 522,484

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	\$ -	\$ 4,561
Contract Services	43,093	70,008	89,535	85,335
Total	\$ 43,093	\$ 78,767	\$ 89,535	\$ 89,896
Expenditures by Fund				
General Fund	\$ 43,093	\$ 78,767	\$ 89,535	\$ 89,896
Total	\$ 43,093	\$ 78,767	\$ 89,535	\$ 89,896
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	\$ 344,828
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	\$ 432,588
Expenditures by Fund				
General Fund	\$ 329,507	\$ 350,113	\$ 395,429	\$ 432,588
Total	\$ 329,507	\$ 350,113	\$ 395,429	\$ 432,588
Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	3.00	3.00	3.00	4.00
Total	5.00	5.00	5.00	5.00



Expenditures – Community Development



2018 Budget

Department: Community Development

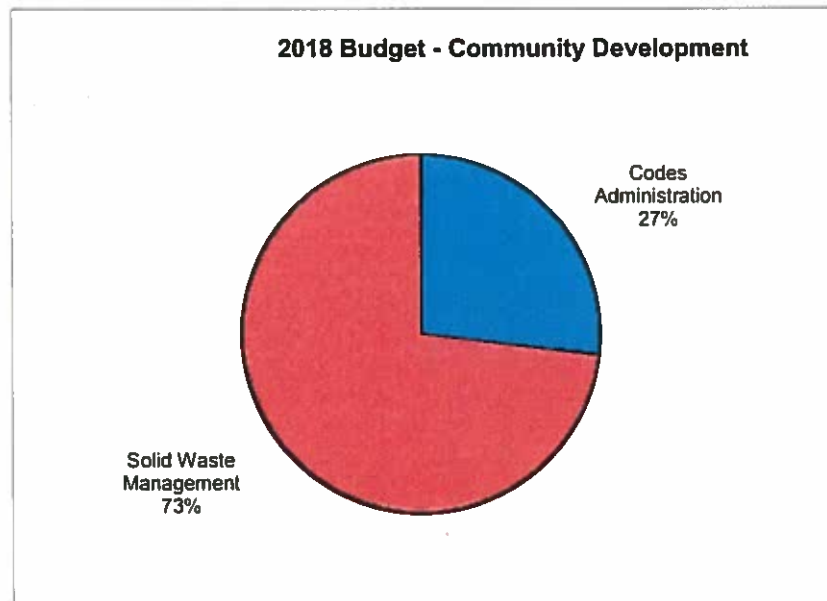
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Codes Administration	416,538	507,584	579,817	629,250
Solid Waste Management	1,403,839	1,391,311	1,688,638	1,708,966
Total	\$1,820,377	\$1,898,895	\$ 2,268,455	\$ 2,338,216

Expenditures by Character				
Personal Services	\$ 405,406	\$ 491,524	\$ 545,942	\$ 592,435
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	\$ 2,338,216

Expenditures by Fund				
General Fund	416,538	507,584	579,817	629,250
Solid Waste Management Fund	1,403,839	1,391,311	1,688,638	1,708,966
Total	\$1,820,377	\$1,898,895	\$ 2,268,455	\$ 2,338,216

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	\$ 567,484
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	\$ 629,250

Expenditures by Fund				
General Fund	\$ 416,538	\$ 507,584	\$ 579,817	\$ 629,250
Total	\$ 416,538	\$ 507,584	\$ 579,817	\$ 629,250

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
Codes 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
	\$ 44,416

2018 Capital Outlay Budget Includes the Following:

Office equipment & furniture	\$ 2,000
Computer equipment	600
Field equipment	600
	\$ 3,200

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	\$ 24,951
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>\$ 1,708,966</u>
Expenditures by Fund				
Solid Waste Management Fund	1,403,839	1,391,311	1,688,638	1,708,966
Total	<u>\$ 1,403,839</u>	<u>\$ 1,391,311</u>	<u>\$ 1,688,638</u>	<u>\$ 1,708,966</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

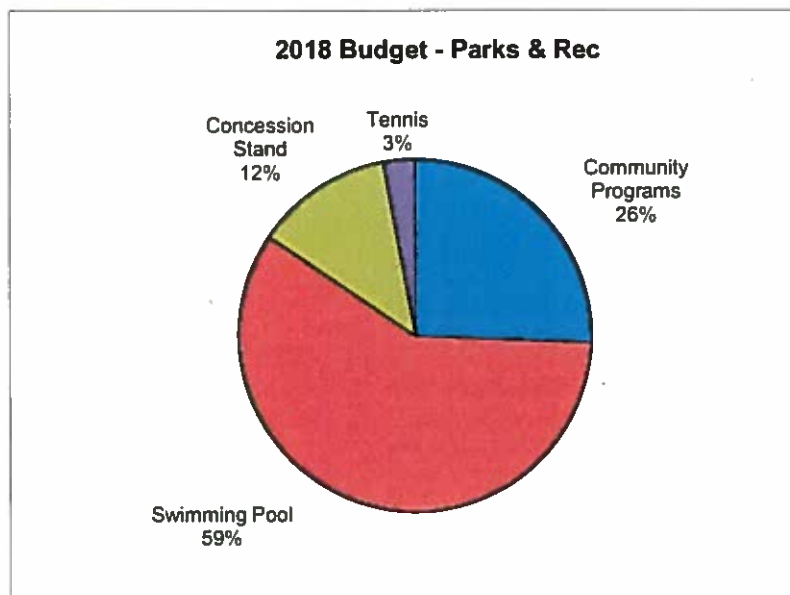
Department: Parks & Community Programs

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Expenditures by Program				
Community Programs	\$ 184,725	\$ 72,156	\$ 131,977	\$ 147,923
Swimming Pool	295,965	305,712	368,837	339,927
Concession Stand	39,730	53,957	73,648	72,577
Tennis	13,468	14,472	17,200	16,763
Total	\$ 533,887	\$ 446,297	\$ 591,662	\$ 577,190

Expenditures by Character				
Personal Services	\$ 355,520	\$ 327,893	\$ 417,314	\$ 394,017
Contract Services	115,948	58,253	95,173	112,873
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	\$ 577,190

Expenditures by Fund				
General Fund	\$ 533,887	\$ 446,297	\$ 591,662	\$ 577,190
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	\$ 617,190

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	\$	81,263
Contract Services	82,892		23,104		51,960		65,660
Commodities	139		541		1,250		1,000
Capital Outlay	16,000		580		5,000		0
Total	\$ 184,725	\$	72,156	\$	131,977	\$	147,923
Expenditures by Fund							
General Fund	\$ 184,725	\$	72,156	\$	131,977	\$	147,923
Special Alcohol Fund	24,000		30,000		30,000		40,000
Total	\$ 208,725	\$	102,156	\$	161,977	\$	187,923
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	7,600
JazzFest	10,000
	<u>\$ 65,660</u>

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	\$ 270,237
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	<u>\$ 295,965</u>	<u>\$ 305,712</u>	<u>\$ 368,837</u>	<u>\$ 339,927</u>
Expenditures by Fund				
General Fund	\$ 295,965	\$ 305,712	\$ 368,837	\$ 339,927
Total	<u>\$ 295,965</u>	<u>\$ 305,712</u>	<u>\$ 368,837</u>	<u>\$ 339,927</u>
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	<u>16.82</u>	<u>16.82</u>	<u>16.82</u>	<u>16.82</u>

Notes

2018 Capital Outlay Budget Includes the Following:

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

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	\$ 30,615
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	\$ 72,577
Expenditures by Fund				
General Fund	\$ 39,730	\$ 53,957	\$ 73,648	\$ 72,577
Total	\$ 39,730	\$ 53,957	\$ 73,648	\$ 72,577
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.

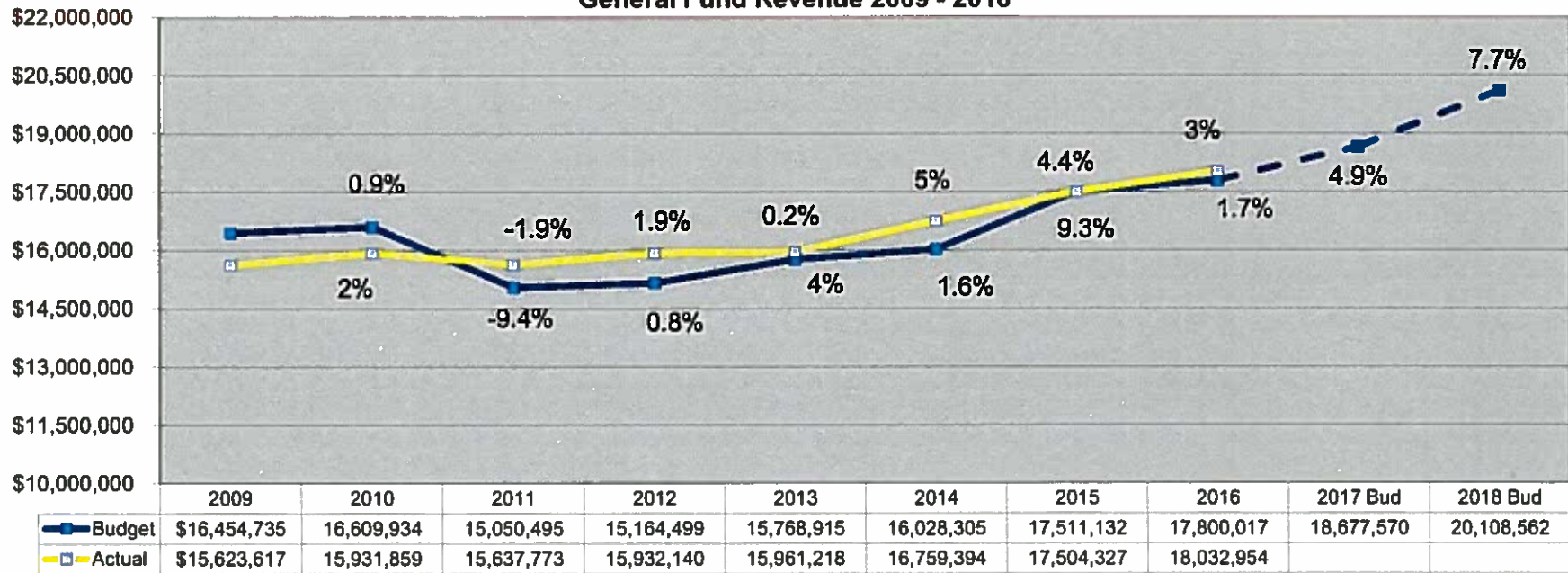
	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Program Expenditures				
Personal Services	\$ 11,211	\$ 10,566	\$ 12,289	\$ 11,902
Contract Services	1,824	2,777	2,861	2,861
Commodities	432	1,129	2,050	2,000
Total	\$ 13,468	\$ 14,472	\$ 17,200	\$ 16,763
Expenditures by Fund				
General Fund	\$ 13,468	\$ 14,472	\$ 17,200	\$ 16,763
Total	\$ 13,468	\$ 14,472	\$ 17,200	\$ 16,763
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



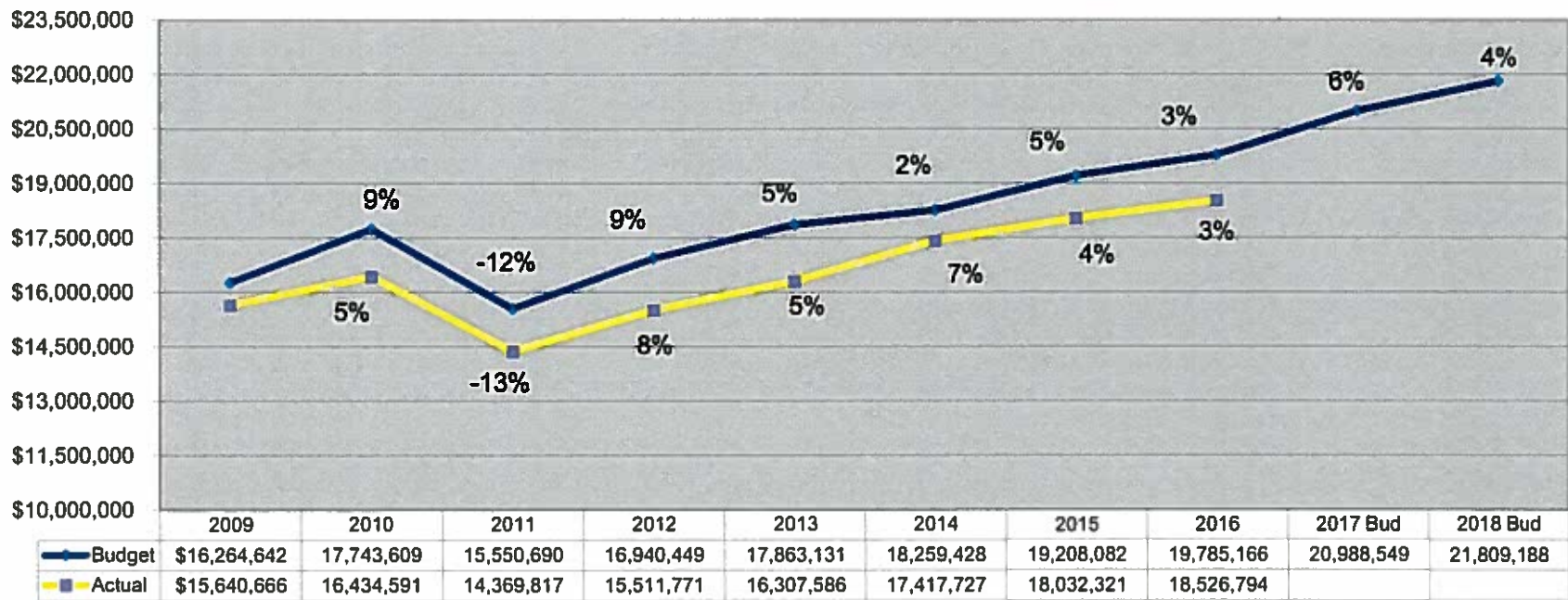
**Expenditures by Character & Line Item
Combines All Funds For 2015 - 2018**

	2015 Actual	2016 Actual	2017 Budget	2018 Budget
Personal Services				
Wages/Salaries/Overtime	\$ 6,342,232	\$ 6,496,860	\$ 6,780,725	\$ 7,111,825
Health Care/Other Insurance Coverage	898,144	954,242	1,226,412	1,369,711
Social Security/Pension	<u>1,422,000</u>	<u>1,423,943</u>	<u>1,604,020</u>	<u>1,709,668</u>
Total Personal Services	\$ 8,662,376	\$ 8,875,045	\$ 9,611,157	\$ 10,191,204
Contract Services				
Utilities/Communications	\$ 1,905,870	\$ 1,892,224	\$ 1,927,320	\$ 1,429,150
Insurance	340,789	357,080	393,398	393,398
Elections	-	-	-	-
Special Assessments	36,170	36,587	37,300	37,500
Printing	5,567	5,336	7,800	7,100
Fees for Contract Services	3,654,591	4,066,814	4,206,512	4,458,744
Training, Dues, Publications	183,196	163,085	222,610	233,360
Vehicular & Equipment Maint.	192,170	168,564	230,399	227,775
Building & Grounds Maint.	<u>1,076,512</u>	<u>1,019,334</u>	<u>1,038,950</u>	<u>1,060,600</u>
Total Contract Services	\$ 7,394,865	\$ 7,709,026	\$ 8,064,289	\$ 7,847,627
Commodities				
Postage, Office Supplies	\$ 46,929	\$ 37,060	\$ 55,325	\$ 53,375
Clothing	74,887	81,204	77,000	78,975
Vehicular & Equip. Supplies	234,824	188,538	299,955	297,030
Building & Grounds Supplies	189,671	231,963	232,900	234,900
Other Commodities	<u>91,067</u>	<u>94,368</u>	<u>117,600</u>	<u>120,200</u>
Total Commodities	\$ 637,378	\$ 633,133	\$ 782,780	\$ 784,480
Capital Outlay				
Equipment & Vehicles	\$ 645,696	\$ 650,190	\$ 618,800	\$ 708,700
Total Capital Outlay	\$ 645,696	\$ 650,190	\$ 618,800	\$ 708,700
Total Operating Costs	\$ 17,340,315	\$ 17,867,394	\$ 19,077,026	\$ 19,532,011
Transfers				
Transfers to/from Other Funds	\$ 6,105,602	\$ 6,467,951	\$ 7,258,404	\$ 8,091,943
Total Transfers	\$ 6,105,602	\$ 6,467,951	\$ 7,258,404	\$ 8,091,943
Debt Service				
Principal	\$ 725,000	\$ 730,000	\$ 745,000	\$ 1,175,000
Interest	<u>92,750</u>	<u>84,050</u>	<u>73,750</u>	<u>133,038</u>
Total Debt Service	\$ 817,750	\$ 814,050	\$ 818,750	\$ 1,308,038
Infrastructure				
Park Projects	\$ 262,702	\$ 420,392	\$ 277,000	\$ 277,000
Drainage Projects	173,373	443,031	900,000	900,000
Street Projects	4,849,451	7,258,005	5,513,100	5,513,100
Building Projects	75	452,342	50,000	50,000
Sidewalk & Curb Projects	<u>710,177</u>	<u>740,552</u>	<u>895,000</u>	<u>895,000</u>
Total Infrastructure	\$ 5,995,778	\$ 9,314,321	\$ 7,635,100	\$ 7,635,100
Reserves & Contingency				
Contingency	\$ -	\$ -	\$ 1,128,925	\$ 1,062,760
Capital Improvement Reserve	-	-	-	-
Risk Management Reserve	-	-	-	-
Economic Development	-	-	-	-
Equipment Reserve	-	-	-	-
Total Reserves	\$ -	\$ -	\$ 1,128,925	\$ 1,062,760
Total Non-Operating Costs	\$ 12,919,130	\$ 16,596,322	\$ 16,841,179	\$ 18,097,841
Grand Total	\$ 30,259,445	\$ 34,463,716	\$ 35,918,205	\$ 37,629,852

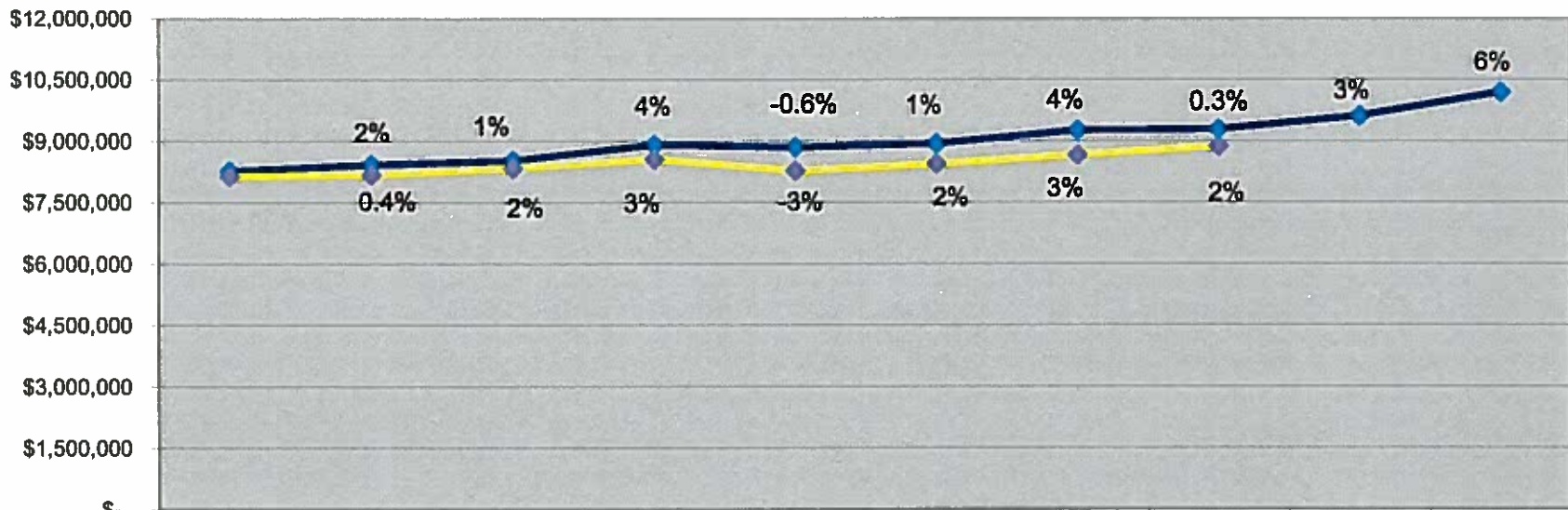
General Fund Revenue 2009 - 2018



General Fund Expenditures 2009 - 2018



Personal Services (all funds) 2009 - 2018



	2009	2010	2011	2012	2013	2014	2015	2016	2017 Bud	2018 Bud
◆ Budget	\$8,273,989	8,426,413	8,529,376	8,912,768	8,856,928	8,943,782	9,264,553	9,287,593	9,611,157	10,191,204
◆ Actual	\$8,145,624	8,179,922	8,341,395	8,560,142	8,280,386	8,446,158	8,662,375	8,875,045		
	98%	97%	98%	96%	93%	94%	94%	96%		

CITY OF PRAIRIE VILLAGE
PROPOSED 2018
OPERATING BUDGET

May 15, 2017



Agenda

2

- Overview and Update from May 1st presentation
- Department Budget Presentations
 - ▣ Admin / Court & Community Programs
 - ▣ Public Works
- Outside Agency Funding



General Budget Items Update

3

- Fuel: lowered to \$2.5/gallon from \$3.25/gallon
- Personnel Services:
 - Added full time IT staff member (converted from contract services)
 - Compensation & Benefits Study
 - Increased Police Pension to \$620,000 from \$550,000 (12.7%)
 - Health care coverage increased 12.8% (10% plus change in family coverage)
 - Overall Personnel Services increased 5.9% over the 2017 budget
- Overall General Fund budget expenditures increased 3.9% over the 2017 budget



Highlights

4

- The 2018 Budget as presented is balanced
 - ▣ Same mill levy rate – 19.471
 - ▣ Maintained same offering of services and added a full-time IT position to the Police department – converted
 - ▣ Nominal overall increase in 2018 General Fund department operating budgets of 0.55% (not including transfers)
 - ▣ Stormwater Utility fee remains at current rate = \$0.04 per square foot of impervious area



2018 Budget Objectives

5

- ❑ Maintain high quality services and programs
- ❑ Maintain quality streets, parks and infrastructure
- ❑ Continue strong financial condition
- ❑ Maintain AAA bond rating
- ❑ Increase financial transparency
- ❑ Increase citizen participation in budget issues



2018 Budget Objectives

6

- Emphasis on Equipment Reserve Fund for non - routine equipment purchases
- Budget for General Fund ending fund balance to be 25% of revenues (excluding transfers)
- Continue to tighten actual budget ratio by reducing budget (96% estimated) and more reliance on contingency



Preliminary 2018 Budget at a Glance

Prairie Village 2018 Budget at a Glance

Property Tax Mill Levy Rate		19.471
Total Assessed Valuation	\$	360,777,538
Stormwater Utility Fee per Square Foot of Impervious Area		4.0¢
Number of Residential Properties		9,754
Population (2014 estimate)		21,877
Total General Fund Budget	\$	21,809,188
Number of Full-time Equivalent Positions Added - IT Manager		1
Annual City Tax Liability - Avg. Home	\$	614.00
Monthly City Tax Liability - Avg. Home	\$	51.00
Outstanding Debt at Dec. 31, 2018	\$	19,085,108



Mill Levy (cont)

Johnson County Cities 2016 Mill Levies On each \$1,000 Tangible Assessed Valuation

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Roeland Park	28.485	11.769	4.978			45.232
Spring Hill C/F	23.939	12.280	2.452		0.189	38.860
Westwood Hills	25.497	11.769				37.266
Mission Hills	21.951	11.769	-			33.720
Bonner Springs	23.986		4.481		5.190	33.657
Edgerton	33.654					33.654
Westwood	21.301	11.769				33.070
Lenexa	23.891		7.937			31.828
Fairway	19.428	11.769	0.434			31.631
Prairie Village	19.471	11.769	-			31.240
Mission	18.019	11.769				29.788
Merriam	26.637		1.036			27.673
Desoto	15.572	6.550	4.940			27.062
Shawnee	18.510	0.750	7.351			26.611
Olathe C/F	10.874	1.713	9.352		2.769	24.708
Leawood	18.875		5.638			24.513
Gardner	13.504		7.040			20.544
Overland Park	12.839			0.961		13.800

S: 2016 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



Johnson County Cities 2016 Mill Levies w/o Fire (CFD #2) On each \$1,000 Tangible Assessed Valuation

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Spring Hill C/F	23.939	12.280	2.452	-	0.189	38.860
Bonner Springs	23.986	-	4.481	-	5.190	33.657
Edgerton	33.654	-	-	-	-	33.654
Roeland Park	28.485	-	4.978	-	-	33.463
Lenexa	23.891	-	7.937	-	-	31.828
Merriam	26.637	-	1.036	-	-	27.673
Desoto	15.572	6.550	4.940	-	-	27.062
Shawnee	18.510	0.750	7.351	-	-	26.611
Westwood Hills	25.497	-	-	-	-	25.497
Olathe C/F	10.874	1.713	9.352	-	2.769	24.708
Leawood	18.875	-	5.638	-	-	24.513
Mission Hills	21.951	-	-	-	-	21.951
Westwood	21.301	-	-	-	-	21.301
Gardner	13.504	-	7.040	-	-	20.544
Fairway	19.428	-	0.434	-	-	19.862
Prairie Village	19.471	-	-	-	-	19.471
Mission	18.019	-	-	-	-	18.019
Overland Park	12.839	-	-	0.961	-	13.800

S: 2016 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



City Expenditure Categories

10

- Personal Services – wages and benefits
- Contract Services – contracts for auxiliary services
- Commodities – used to purchase goods
- Capital Outlay – used to acquire assets or improve the useful life of existing assets

2018 BUDGET

ADMINISTRATION / COURT



Administration

12

Administration	2018 Budget	2017 Budget	Difference - Dollars	Percentage Change
Mayor & Council	\$169,904	\$169,804	\$100	0.06%
Management & Planning	\$156,438	\$167,938	<\$11,500>	<6.9%>
Legal Services	\$200,000	\$200,000	\$0.00	0.0%
Finance	\$83,381	\$83,381	\$0.00	0.0%
City Clerk	\$47,901	\$52,805	<\$4,904>	<9.3%>



Administration (cont)

Administration	2018 Budget	2017 Budget	Difference - Dollars	Percentage Change
Information Technology	Moved to PD	→		
Human Resources	\$78,491	\$78,451	\$40	0.05%
Municipal Court	\$173,095	\$176,205	<\$3,110>	<1.8%>
Codes Administration	\$61,766	\$60,716	\$1,050	1.7%
Parks & Recreation	\$116,513	\$116,138	\$375	0.32%
Community Programs	\$66,660	\$58,210	\$8,450	14.5%



Mayor & Council

14

- Mayor & Council (0.06% increase, \$100)
 - ▣ Elections @ \$63,000 (decision point)
 - ▣ Training
 - ▣ Conferences
 - ▣ Shawnee Mission Educational Fund (SMEF)
 - ▣ Meals
 - ▣ Volunteer Appreciation Event
 - ▣ MARC, NLC, LKM and NEJC Chamber dues



Management & Planning

15

- **Management & Planning** (6.9% decrease, \$11,500)
 - ▣ Positions include:
 - (1) City Administrator
 - (.3) Assistant City Administrator
 - (1) Deputy City Clerk / PIO
 - ▣ Newsletter
 - ▣ Planning Services
 - ▣ Training
 - ▣ Dues
 - ▣ Employee Events



Legal Services

- Legal Services (no change)
 - Services are provided at an hourly rate
 - Difficult to predict – with wide variations
 - 2011 actual – \$110,516
 - 2012 actual – \$225,682
 - 2013 actual – \$249,735
 - 2014 actual – \$420,562
 - 2015 actual – \$188,412
 - 2016 actual – \$187,668
 - 2017 budget – \$200,000
 - 2018 preliminary budget – \$200,000
- Decision point



Finance

17

- Finance (no change)
 - Audit services
 - Investment services
 - Bank fees
 - Credit card fees
 - Bond compliance services
 - Positions include:
 - (1) Finance Director and (1) Accounting Clerk



City Clerk

18

- City Clerk (9.3% decrease, \$4,904)
 - Positions include:
 - (1) City Clerk
 - (2) Administrative Support Specialist
 - (1) Receptionist
 - Animal Licensing
 - Admin/Retail Licensing
 - Rental Licensing
 - Facilities Reservations
 - Mayor & Council Support
 - Recreation Memberships



Human Resources

19

- **Human Resources** (0.05% increase, \$40)
 - Payroll (ADP)fees
 - Recruitment expenses
 - Contract services for benefits
 - Positions include:
 - (1) Human Resources Manager



Municipal Court

20

- **Municipal Court** (1.8% decrease, \$3,110)
 - ▣ **Positions include:**
 - (1) Court Administrator
 - (4) Court Clerks
 - ▣ **Contract Services**
 - ▣ **Jail Fees**
 - ▣ **Training**



Codes Administration

21

- Codes Administration (1.7% increase, \$1,050)
 - Budget supports 5 vehicles
 - Contract Services – permit scanning and weed abatement
 - Positions include:
 - Building Official
 - (2) Building Inspectors
 - (2) Code Enforcement Officers
 - Administration Support Specialist
 - Management Intern
 - (.7) Assistant City Administrator



Parks & Recreation

22

- Park & Recreation (0.32% increase, \$375)
 - ▣ Swimming Pool Operations
 - ▣ Concession Stand
 - ▣ Aquatics
 - ▣ Tennis
 - ▣ Positions include:
 - (1) Assistant to the City Administrator



Community Programs

23

- ❑ **Community Programs** (14.5% increase, \$8,450)
- ❑ Funding for special city events such as:
 - ❑ Village Fest
 - ❑ Arts Council
 - ❑ Environmental Committee
 - ❑ Minor Home Repair
 - ❑ United Community Services
 - ❑ Jazz Fest



Outside Agency Funding

City of Prairie Village Outside Agency Funding

	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2018 Preliminary Budget
Outside Agencies						
Alcohol Funds - dispersed to various agencies	15,000	14,915	24,000	30,000	30,000	40,000
United Community Services - Human Service Fund	6,825	6,825	6,825 ¹	175	7,000	7,600
Minor Home Repair (Jo Co administered)	6,000	6,000	6,000	0	6,000	6,000
National League of Cities	1,861	3,722	1,861	1,861	2,000	2,000
League of Kansas Municipalities	13,275	13,388	13,618	12,972	14,000	14,000
MARC	5,749	5,862	5,980	6,100	6,100	6,100
Home Repair Program (ED Funds)	20,000	20,000	20,000	0	20,000	20,000
Exterior Grant (ED Funds)	46,208	43,527	44,768	35,949	50,000	50,000
KCADC (ED Funds)	2,664	3,064	3,064	0	0	0
NE JO CO Chamber Membership	1,000	1,000	1,500	0	1,500	1,500
NE Jo CO Chamber for Events and Chamber dinner	2,050	2,290	1,590	1,400	1,700	1,700
SMEF (Shawnee Mission Educational Foundation)	1,500	1,500	1,500	1,500	1,500	1,500
Committees						
Village Fest (estimated revenue of \$9,000)	22,895	27,251	25,373	0	18,000	18,000
Arts Council	14,330	20,045	17,840	2,744	0	13,500
Environmental Committee	4,512	6,199	5,482	7,612	8,000	8,000
Sister City	3,533	1,779	2,363	169	400	0
Jazz Fest	10,000	0	10,000	10,000	10,000	10,000

2018 BUDGET

BUDGET SUMMARY



General Budget Items

26

- Wages: 3.25% (3.25% in 2017)
- Wages: 1.7% market adjustment
- General Fund Contingency: \$500,000 (same as 2017)
- Moved \$491,750 from Public Works budget to transfer to Bond & Interest Fund for Streetlights



Personnel Budget Assumptions

27

- IT Manager: (1) Full Time (converted from contract services)
- Health Insurance: 12.8% increase (10% plus change in family coverage)
- FICA: 4.2% increase
- State Unemployment Insurance: 4.5% increase
- KPERS: 10.5% employer rate
- Police Pension Contribution: 12.7% increase



Personnel Budget Assumptions (cont)

28

- **Employee Merit Pool: 3.25%**
 - Original estimate was 3.5%
 - Annual Merit Pool
 - Promotions
 - Recommendation based on surrounding cities and wage indexes

- **Market Adjustment: 1.7%**
 - Original estimate was 1.5%
 - Employees below the range midpoint
 - Recommendation based on ability to move through the midpoint range in 7 years



Personnel Budget Assumptions (cont)

- 2017 Indexes (2018 indexes are not available until the end of July 2017)

Salary Increase Predictions for 2017	
World At Work	3.10%
SHRM	3.00%
Towers Watson	3.10%
Hay Group	3.10%
Korn Ferry	3.00%
ERI (Economic Research Institute)	3.06%
Average:	3.06%



Personnel Budget Assumptions (cont)

30

- Overall Personal Services:
 - 62% of General Fund of 2018 budget expenditures (not including transfers)
 - \$565,681 increase from 2017 budget to 2018 recommended budget (5.95% increase)



Personnel Budget Assumptions (cont)

31

- Comparison with/without compensation study:
 - **WITHOUT** 1.7%, July adjustments, salary range changes and family health care coverage (does include 3.25% merit pool):
 - \$9,842,337
 - **WITH** all recommended changes:
 - \$10,070,224
 - Difference in 2018 budget = \$227,887



Budgeted Salary Pool History

32

Year	Percent Increase	Notes
2008	5.00%	
2009	5.00%	
2010	2.00%	
2011	3.00%	
2012	0.00%	2% Lump payment – did not affect base salary
2013	2.00%	
2014	3.00%	
2015	3.50%	
2016	3.50%	
2017	3.25%	
2018	3.25%	



Turnover Numbers

Turnover by Department/Type								
	2010	2011	2012	2013	2014	2015	2016	EE's in Dept.
Admin/Codes/ Court	0	1	1	4	9	4	7	22
Police	2	3	6	9	5	8	9	61
Public Works	2	0	2	5	1	3	7	29
Total Employees	4	4	9	18	15	15	23	
Total Turnover %	4%	4%	8%	17%	14%	14%	22%	
Voluntary	4	3	7	13	12	13	20	
Involuntary	0	1	2	5	3	2	3	



Decision Points

34

- ❑ Remove \$63,000 allocated for elections in the Mayor and Council budget – what is the Council’s direction?
- ❑ Legal Services budget is currently at \$200,000 – should this be lowered to \$175,000?
- ❑ Add funding for Teen Council travel at \$3,000 to NLC conference in March (flight, hotel, registration and food for 2)?
- ❑ Add funding for Parks Program manager at \$125,000 (salary, benefits, vehicle and programming budget)?
- ❑ Add funding for live streaming and video archiving?



Next Steps

35

- June 5th -
 - Outside Agency and Committee Funding
 - Final Capital Infrastructure Program (CIP) presentation
 - Economic Development Budget presentation

- June 12th - Special Council Meeting - if needed to wrap up budget

- June 19th - Permission to publish 2018 budget

2018

PUBLIC WORKS- OPERATING BUDGET



AGENDA

2

- General Overview
- Discussion of Significant Changes



Administration

3

- +\$5,000- Biennial Bridge inspections
- +1,000- New Line item for Inspector Tools

- Change From 2017= (+3.8%)



Drainage

4

- +\$1,000- Maintenance of Equipment
- +\$1,000- Machinery Operating Supplies
- -\$1,000- Vehicles Operating Supplies

- Change from 2017 (+3.9%)



Vehicles

5

- +\$1,500- Fuel Island Maintenance

- Change from 2017 (+5.3%)



Streets

- -\$1,800- Operation Greenlight
- -\$491,750- Bond Payment for Streetlights- Remaining \$308,250
- -\$5,000- Equipment Rental
- -\$5,000- Debris Rolloff- Per Republic
- -\$1,400- Machinery Fuel- Removed line item

- Change from 2017 (-21.4%)
- Change from 2017 with Streetlight Bond \$ (-0.5%)



Park Building, and Grounds

7

- +\$3,500- Add irrigation service contractor
- +\$10,000- Tree Removals
- +\$10,000- Tree Planting
- +\$6,600- Janitorial per bid
- -\$6,000- Trash removal per Republic
- -\$2,000- Equipment Operating Supplies
- -\$2,000- Vehicle Operating Supplies
- +\$7,000- Plumbing Contractor

- Change from 2017 (+5.1%)



Pool

8

- +\$4,000- Filter repairs

- Change from 2017 (+1.8%)



Buildings

10

- -\$2,500- Utility- Gas
 - -\$4,000- Phones
 - -\$2,000- HVAC
 - -\$1,000- Janitorial per bid
 - -\$3,600- Trash Removal per Republic
-
- Change from 2017 (-6.3%)



Police Building

11

- -\$4,000- Janitorial per bid
- -\$1,000- Restroom Supplies
- Continue \$30,000 for building Improvements

- Change form 2017 (-3.8%)



Public Works Budget

12

- ❑ Non Personnel Budget
- ❑ 2017 Budget- \$3,732,291
- ❑ Proposed 2018 Budget- \$3,254,501
- ❑ Decrease of \$477,790 or 12.8%
- ❑ 2018 with Streetlight bond included- \$3,746,251
- ❑ Increase of \$13,960 or 0.37%



Total Public Works Budget

13

- Personnel Included
- 2017 Budget- \$5,824,530
- Proposed 2018 Budget- \$5,418,607
- Decrease of \$405,932 or 7.0%
- 2018 with Streetlight bond included- \$5,910,357
- Increase of \$85,827 or 1.5%

2018-2022 CIP TOTAL **\$2,980,000**

ITEM	PROJECT COST	2017	2018	2019	2020	2021	2022
		\$195,000	\$1,680,000	\$575,000	\$255,000	\$230,000	\$240,000
WINDSOR PARK							
New shelter & Swing Sets (switch locations/trail)	\$165,000	\$165,000					
Trail (expansion around tennis courts)	\$15,000				\$15,000		
Resurface tennis courts	\$60,000				\$60,000		
Permanent restroom	\$240,000						\$240,000
TALIAFERRO PARK							
Permanent restroom	\$230,000					\$230,000	
Shelter renovation and Wall	\$180,000				\$180,000		
PORTER PARK							
Permanent restroom	\$240,000		\$240,000				
FRANKLIN PARK							
Playset	\$120,000		\$120,000				
VILLAGE SQUARE							
HARMON PARK							
New all inclusive play set (tree house theme?)	\$575,000			\$575,000			
SKATE PARK	\$350,000	\$30,000	\$320,000				
North Park							
Demo existing building							
Construction	\$1,000,000		\$1,000,000				
TOTAL PROJECTS	\$3,195,000						



PUBLIC WORKS DEPARTMENT

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

CONSIDER CONTRACT WITH INDIGO DESIGN FOR 2017 PARK PROJECTS

RECOMMENDATION

Staff recommends transfer of \$38,000 from Parks Reserve for the 2017 Park Projects and approval of Contract with Indigo Design, Inc. in the amount of \$17,680.00.

BACKGROUND

The 2017 Parks Project has been revised to include improvements in Windsor Park for the total project amount of \$165,000. This amount includes design, construction and material testing.

The improvements include a new shelter, swing sets and a portion of trail. This construction will switch the location of the existing shelter and swing sets as shown in the rendering.

Indigo Design was the City's consultant for the recent discussion of the Parks and Recreation Committee's 4 year plan and helped with the concepts and thus was selected to design these improvements.



FUNDING SOURCE

The 2017 Parks Project is funded at \$127,000. Funding is available in the Parks CIP with a transfer of \$38,000 from Parks reserve.

ATTACHMENTS

1. Design agreement with Indigo Design, Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

May 10, 2017

AGREEMENT FOR
For
DESIGN SERVICES
Of
PROJECT - 2017 PARK PROJECTS
WINDSOR PARK -BG900002

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and **INDIGO DESIGN, INC.** a corporation with offices at 8593 Timber Trails Drive, DeSoto, Kansas 66018 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide services for the general design of park improvements, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

- A. Project Definition** The City is preparing to construct park improvements to Porter and Windsor Parks.
- B. City Representative** The City shall in a timely manner designate, Melissa Prenger, Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. **Correspondence to Property Owners** Obtain mailing list and approve all correspondence to property owners in the project area. Typical, but not all inclusive, correspondence is:
 - 1. Frequently Asked Questions (FAQ)
 - 2. Citizen Bill of Rights
 - 3. Information request about driveway, lawn sprinkler, pet fence
 - 4. Intent to construct sidewalk
 - 5. Intent to begin construction
 - 6. Public Information meeting

Article II Consultant Responsibilities

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

Article III Scope of Services

See Attachment 'A'.

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs

incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

- C. **Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Final Design Documents

Due by Friday, July 21, 2017

Article V Compensation

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

All Phases

Total Maximum Fee \$ 17,680.00

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

Article VI General Provisions

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

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

- H. **Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. **Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913.385.4647
Email: publicworks@pvkansas.com

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Indigo Design, Inc.

Doug Pickert, Owner

Address for giving notices:

Indigo Design, Inc.
8593 Timber Trails Drive
DeSoto, Kansas 66018

Telephone: 913.583.1370
email: doug_indigodesign@sbcglobal.net

APPROVED AS TO FORM BY:

Catherine P. Logan, City Attorney

Prairie Village – 2017 Park Projects.

ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE

This supplemental section for Attachment A further defines the design scope and deliverables for each park project:

DESIGN SCOPE

General Services

- Prepare design documents and present concepts at an Open House presentation with the general public. Meet with the Park Board and conduct design meetings with City staff, as needed.

Windsor Park

- New picnic shelter, plus associated trail re-alignments.
- New swings, relocated to existing shelter area.
- New trail loop around tennis courts

PROJECT SCHEDULE

Assuming Notice to Proceed by third week of May:

- Schematic Design complete – June 9
- Design Development complete – June 30
- Construction/Bidding Documents complete – July 21
- Bids received in mid-August, Construction to begin first of September.

DELIVERABLES

Deliverables for project include:

Topographic Survey – Windsor Park (partial for project area)

- *Already complete*

Phase 1 – Schematic Design

- 24x36 plan sets to illustrate site plans and detailed design features (4 copies for City) - Layout, grading, landscape, and details for items noted in the design scope.
- Shelter Schematics
- Trail Alignments
- Opinion of Probable Project Costs
- 24x36 or larger rendered plan for presentation purposes
- Digital copies of all of the above

Phase 2 – Design Development

- 24x36 plan sets to illustrate dimensions, materials, colors, etc. for all site plan and detailed design features (4 copies for City) - Layout, grading, landscape, and other details for items noted in the design scope.
- Shelter Plans
- Trail Alignments
- Opinion of Probable Project Costs
- Digital copies of all of the above

Prairie Village – 2017 Park Projects.

ATTACHMENT A – SUPPLEMENT FOR PROJECT SCOPE

Phase 3 - Construction Documents

- 24x36 plan sets for bidding and construction purposes (6 copies for City) for all items noted in the design scope
- Project Manual with City-approved front end documents, bid form, and project specifications.
- Opinion of Probable Project Costs
- Digital copies of all of the above

Phase 4 – Bidding Administration

- Responses to bidder inquiries
- Addenda document preparation
- Bid tabulation form
- Assistance with bid tabulation and review

Phase 5 – Construction Administration

- The design team will provide on-call services to assist with plan interpretation at the discretion of the City.
- The design team will review shop drawings, as needed.
- A minimum of six (6) site visits will be conducted by Indigo Design during construction to coordinate with the Contractor relative to the nature play areas, specifically to review final grading, locate specific play components, and mark/adjust plant locations, etc.

Prairie Village – 2017 Park Projects.

ATTACHMENT B - Proposed Fees

The following proposed fees for Indigo Design are based on our current understanding of the project elements and the scope of services included in this proposal.

New Shelter, Swingsets, and Trail Improvements for Windsor Park

Phase 1 – Schematic Design	\$ 3,600
Phase 2 – Design Development	\$ 4,320
Phase 3 - Construction Documents	\$ 2,880
Phase 4 – Bidding Administration	\$ 1,080
Subtotal for Design Phase services	\$ 11,880
<u>Phase 5 – Construction Administration*</u>	<u>\$ 5,400</u>
Total for above Phase 1-5 Services	\$ 17,280

Reimbursable Expenses (Mileage, Printing, Mailing, etc.) \$ 400 maximum

Total Maximum Fees \$ 17,680

***Additional Notes regarding the Proposed Fees**

1. The fees do not include the review or assessment of hazardous materials or environmental impacts.
2. The fees are based on the scope of services being completed by the end of 2017.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, May 15, 2017
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **INTRODUCTION OF STUDENTS & SCOUTS**
- V. **PRESENTATIONS**

Recognition of Prairie Village Shopping Center Retailers

Teen Council Recognition

Annual Council Service Recognition

- 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 the regular City Council meeting minutes- May 1, 2017
- 2. Approve the Agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program
- 3. Approve the purchase Request of Police Vehicle
- 4. Consider approval of an Amendment 2 for the purchase contract for Faith Lutheran- regarding disposition of household chemicals

- VIII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2017-21 Approve 2017 compensation study results and recommendations
- COU2017-22 Approve changes to council policies related to election cycle changes

- COU2017-26 Consider approval of a traffic calming on Tomahawk Rd- speed limit, narrow pavement, islands
COU2017-27 Consider approval 2017 Paving and CARS Contract with Fahey Construction

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

XIII. **ANNOUNCEMENTS**

XIV. **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**

May 1, 2017

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 1, 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: Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden 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, Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

INTRODUCTION OF STUDENTS & SCOUTS

One student from St. James Academy was in attendance for her government class and introduced herself.

PRESENTATIONS

Recognition of New Police Officers

Chief Tim Schwartzkopf welcomed the families and friends of four new officers and current officers in attendance to support new police officers Tanner Swope, Officer

Steven Whitham, Officer Caroline VanCil and Officer Jon Mixdorf who were issued the Oath of Office by Chief Schwartzkopf. Chief noted the challenges faced by today's police officers. These officers have completed the police academy, 16 weeks of field training and some have previous law enforcement experience.

Captain Byron Roberson introduced the four officers. Officer Mixdorf has a degree in Criminal Justice from Central Missouri University and two years experience with the Johnson County Sheriff's Office; Officer Swope is a graduate of UMKC with a degree in Chemical Engineering and minor in Criminal Justice; Officer VanCil also has a degree in Criminal Justice from Central Missouri University and Officer Whitham has an associate's degree in Criminal Justice from Johnson County Community College.

Mayor Wassmer welcomed the new officers on behalf of the Council and community expressing appreciation for the work that they will be doing to protect and serve our residents as part of a strong and dedicated police force. She stated they had the support of the Council and community.

Recognition of Prairie Village Shopping Center Retailer

Mayor Laura Wassmer presented certificates of appreciation acknowledging the long service of Prairie Village Retailer Bob Harsh with Tiffany Town for its service to the Prairie Village community for 45 years.

PUBLIC PARTICIPATION

No one was present to address the Governing Body.

CONSENT AGENDA

Mr. Runion asked if the lighting included in the Mission Road CARS agreement was a reimbursable item. Mr. Bredehoeft replied that it was.

Jori Nelson moved the approval of the Consent Agenda for May 1, 2017 as presented:

1. Approval of the regular City Council meeting minutes - April 17, 2017
2. Adoption of Ordinance 2358 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. Approval of the interlocal agreement with Johnson County for Project MIRD0005: Mission Road, 75th Street to 84th Street

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

COMMITTEE REPORTS

Council Committee of the Whole

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

Melissa Prenger, Public Works Senior Project Manager, stated 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.

Now seven years later, on March 10, 2017, the City Clerk Office opened bids for the project. Three acceptable bids were received with the low bid that of Kansas Heavy Contractors in the amount of \$429,653.50. The engineer's estimate for the project was \$483,213.00. The Engineer has reviewed all bids and has recommended award of the low bid of Kansas Heavy Contractors.

Mrs. Prenger noted that 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. Mission Lane and UMB improvements 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 decided 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.

Mrs. Prenger reviewed the following modifications to the project causing additional costs:

- **PEDESTRIAN BRIDGE (increase of \$40,000)**
The 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 (\$27,000)**
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 (\$75,000)**

During design, staff stressed that proper drainage was necessary to convey water needs to be put in place now, while the construction is being done. This is a high traffic area; full of shoppers, tenants of the shops and pedestrians, construction should be completed at one time. Also, a cross-road pipe was discovered at the location of one of the pedestrian islands that requires replacement.

Melissa Prenger noted that this project can be fully funded through the use of CID Funds, First Washington committed funds and transfers from the Drainage and Paving Programs as listed below:

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

Dan Runion confirmed that this project was included in the 2017 CIP. Terrence Gallagher asked why the bridge was necessary 40' from a pedestrian crossing. Mrs. Prenger replied that the sidewalk along 71st Street is only three to four feet wide and the existing 71st Street bridge cannot be widened. Steve Noll stated the existing bridge is not a trail and if the city wants to encourage people to use the trail the bridge will have to be widened for trail connectivity.

Brooke Morehead asked for clarification on the CID obligation. City attorney Katie Logan responded that the CID agreement authorizes the city to do a trail project at a cost up to \$350,000. This is the same trail from the original CID agreement.

Eric Mikkelson moved the City Council authorize the Mayor to execute the construction contract with Kansas Heavy Construction for the TRAIL02X - TOMAHAWK TRAIL in the amount of \$429,653.50 and authorize the transfer of \$75,000 from the Drainage Program and \$20,000 from the Paving Program for this project. The motion was seconded by Jori Nelson and passed unanimously.

COU2017-24 Consider approval of the 2018-2022 CARS Program

Melissa Prenger stated that in order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs covering five years. The Public Works Department compiled the list of possible projects below for the 2018-2022 CARS Program. 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

Mrs. Prenger noted that in 2018, 2021 and 2022 the city is proposing to submit two projects. Cities are generally guaranteed to have their first priority project funded,

but can have multiple projects approved if funds allow. The number two projects being submitted are UBAS overlay projects that the City would otherwise fund at 100%.

She stressed that this application is submitted annually and future year requests can be revised. The 2018 projects are the ones that the City is committing to fund and construct. The costs include construction and construction administration, but not design costs as they are not funded by CARS.

Sheila Myers moved the City Council approve the submittal of the 2018-2022 County Assistance Road System (CARS) program. The motion was seconded by Terrence Gallagher and passed unanimously.

MAYOR'S REPORT

Mayor Wassmer reported on her attendance at several events and meetings representing the city including the following: a reception for Tiffany Town, Bruce Smith, and Spanglers which was jointly hosted by First Washington and The Merchants Association; Northeast Johnson County Mayors, Johnson/Wyandotte County Mayors meeting, One Community in Solidarity event with Chief Schwartzkopf. The event provided an opportunity for victims of hate crimes to come together and share their stories and to encourage individuals to get involved and make a difference in their community. She was also pleased to be able to participate in a very positive meeting with Johnson County Park & Recreation and VanTrust regarding the development of Meadowbrook Park and how much funding is available for the park development.

Mayor Wassmer commented and provided background to clarify her comment at the April 17th Council meeting regarding the city following its Council policies. She noted that the city has close to 100 policies with some dating back to 1979. Some have been updated over

the years and others have not. A policy is not a law. Council policies reflect direction from the Council at the time they were approved, it is up to the Council to determine whether or not these policies reflect the desires of the current Council. With over 100 policies, it is difficult and time consuming to keep them updated. The Council could ask staff to update them, but that has not been an identified priority. Updates have been made as policies become relevant to issues being addressed. She noted that the sidewalk policy requiring a sidewalk on at least one side of all streets has been updated several times and is still not followed all the time by the Council. Mayor Wassmer noted in 2006, the Council approved a policy entitled "Council Mentoring Program" which calls for the Council President to mentor new Council members. She does not recall this ever being done.

STAFF REPORTS

Public Safety

- Chief Tim Schwartzkopf reported that the City's Emergency Plan is ready to be presented to the Governing Body when there is time available in the Council's agenda. He noted that the plan would need to be presented in the Council Chamber in executive session.
- The Johnson County Police Academy graduation will be held on Thursday, May 4 at 6 p.m.
- The Solidarity event was a very positive experience as people of all backgrounds came together, shared stories and encouraged community.

Public Works

- Keith Bredehoeft reported that bids were opened last Friday for more than \$4M of work for the 2017 CARS and Paving Programs.
- Melissa Prenger is coordinating the work on Mission Road. Mayor Wassmer confirmed that flowers would be planted along Mission Road by Public Works crews as well as additional trees within the next 30 days.

Administration

- Lisa Santa Maria stated that she had earlier distributed Johnson County cities sales tax rates as of April 1st.
- Mrs. Santa Maria briefly reviewed the first quarter financial report distributed earlier to the Council noting that 2017 first quarter revenues were at 30.8 of projections, while expenditures were at 38.1% of appropriations. Eric Mikkelson noted that this was slightly higher than 2016 and asked if there was any reason for concern. Mrs. Santa Maria replied there was not at this time.

Mayor Wassmer asked Mrs. Santa Maria to give her budget presentation that was scheduled for the Council Committee of the Whole.

2018 Proposed Budget General Overview

Finance Director Lisa Santa Maria stated the objectives upon which the 2018 budget has been prepared are similar to those followed in the past maintaining high quality services and programs, quality streets, parks and infrastructure, strong financial condition, Aaa Bond rating, increasing financial transparency and citizen participation in budget issues. An emphasis has been placed on maintaining an equipment reserve fund for non-routine equipment purchase, maintaining a general fund ending fund balance at 25% of revenues. Staff has continued to tighten the actual budget ratio by reducing the budget to 96% of estimated expenditures with more reliance on contingency for unexpected expenditures. It has traditionally come in at 90-91%.

The General Fund budget is reflected in the following four expenditure categories:

- Personal Services - wages and benefits (Lisa stressed that these numbers have not been updated for 2018, pending council action on compensation and final insurance numbers)
- Contract Services - contracts for auxiliary services
- Commodities - used to purchase goods
- Capital Outlay - used to acquire assets or improve the useful life of existing assets

The 2018 budget contains the following Restricted Funds:

- Economic Development Fund
- Solid Waste Fund
- Stormwater Utility Fund
- Special Highway
- Bonds & Interest
- Alcohol Tax Fund
- Community Improvement District Fund
- TIF Fund

In addition to the General Fund the city also maintains three other unrestricted funds:

- Capital Infrastructure Fund
- Risk Management Reserve Fund
- Equipment Reserve Fund
- General Fund - The city has and continues to use the annual yearend balance of this fund that exceeds 25% of budget revenues to increase the transfer to the Capital Infrastructure Program.

General Budget Items contained in the proposed 2018 are as follows:

- Mill Levy Rate: 19.471 (same as 2017)
- Fuel: lowered to \$2.50 per gallon was \$3.25 per gallon

- Police Pension Contributions: increased to \$620,000 (12.7%)
 - Dropped assumed rate of return from 7.5% to 7.25%
 - Changed retirement benefit from 25 to 30 years

Eric Mikkelson questioned with the current strong market if the police pension fund contribution could be reduced. Mayor Wassmer noted that the market funds have been invested conservatively and Steve Noll added changes shouldn't be made on short term adjustments. Mayor Wassmer added that previous returns were coming in at 5%. Steve Noll added that bonds yield a very low return, officers are living longer as are their dependents creating increased projected future costs and greater funding requirements. He added that even if the plan was discontinued it would continue to be required to pay out funds for an additional 80 years.

Dan Runion asked if the city's rate of return is set by the city or by law. Katie Logan replied that she was not aware of any legal mandates on the range of funding, but would investigate and report back. Quinn Bennion advised the Council that there is a cost incurred in getting additional information. The city has a fiduciary responsibility. Mr. Noll stated the investment is set by the Police Pension Board on the advice of the accruals. Mayor Wassmer noted that the Board voted to fund at a higher level than recommended because the city has not been earning the necessary rate of return.

Eric Mikkelson noted that Johnson County Commissioners are considering lowering their mill levy in 2018 and he would like to see the city consider doing so as well.

Quinn Bennion stated that staff will be presenting a budget that retains the current mill levy. The Council will have the flexibility to consider a reduction in mill levy, but those funds would come from a reduction in the Capital Infrastructure Program, specifically the paving program. Lisa Santa Maria added that the 2018 budget will be the

establishing budget for determining the city's tax lid and it will not be able to recapture those funds back without a vote of the residents. Mr. Mikkelson responded that he wants to have that option.

Dan Runion asked what cuts could be made to other departments to not have to reduce the CIP program. Quinn Bennion replied that the Council would be hearing presentations later from the Police Department and next week from Public Works and Administration regarding their proposed budget requests. Those budgets were constructed based on retaining current programs and services with minimal increases. If the Council determines that it no longer wants to fund a program or service that could be done and funding would be removed.

Chief Schwartzkopf responded to a previous question regarding the police pension board. He's served on the board for eight years and the assumed rate of return is a judgment call from the actuaries. Mr. Bennion added that the actuarial reports provided by Silverstone is from the previous year's data. Steve Noll stated that the city hires UMB to manage and advise the city on its investments and if they thought 7.5%, or 8% or 12% was prudent and attainable that they would advise the Board to do so; however, they are as concerned that the city not lose money and maximize its ability to fund the plan in the future. Mr. Mikkelson stated that he was not suggesting changing the projections on future returns, but suggesting that if the city has benefited from the recent strong market that the funding gap may be less.

- Health Insurance: assuming a 10% increase. Mrs. Santa Maria stated Health Insurance represents approximately 10% or \$90,000 of the personal services

budget. Mayor Wassmer noted that staff is projecting another 10% increase to that number in 2018.

- General Fund Contingency: \$500,000 (same as 2017)

Mrs. Santa Maria reviewed an overview of the 2018 proposed budget by department noting that the numbers presented reflected 2017 values for personal services and insurance and did not reflect any transfers. She noted that Information Technology services has been moved into the Public Safety Budget. The overall projected budget increase is flat with less than a half a percent increase. Quinn Bennion emphasized that the budget numbers reflected had not been updated for personal services and insurance.

Eric Mikkelson stated he has reviewed the proposed budget and has identified potential savings of \$1M. He identified three items: lower street light payments, remove money budgeted for elections and reduce the legal budget proposed.

Eric Mikkelson noted that page 13 of the budget still reflects an expenditure of \$800,000 for street lights which have now been purchased by the City. Mrs. Santa Maria responded the \$800,000 remains in the budget to be used to pay off the bonds issued for the purchase of the street lights.

Mr. Mikkelson noted that page 3 of the budget still contains \$63,00 for Mayor and Council salary. This should have been removed based on council discussion last year. Mrs. Santa Maria responded that the direction given was to leave the funds in to cover potential election costs. Staff discussed removing it for 2018, but since it is the Mayor and Council Program felt that direction needed to come from the Council. If you want it removed, now is the time.

Serena Schermoly asked where teen council funding was budgeted. Mrs. Santa Maria replied in the Mayor & Council budget. She asked about funding for teen council

attendance at the NLC. Quinn Bennion replied that it could be discussed at the next meeting during discussion of the Administration budget.

Mr. Mikkelson asked if the budgeted amount for legal services could be reduced from \$200,000 to \$175,000 based on past year actual. He was not aware of any upcoming major legal challenges as encountered in past years.

Lisa Santa Maria presented a review of the allowed areas of exemption to the tax lid legislation and which areas would potentially be able to be used by the city. Those include the following:

- Bond, temporary notes, no fund warrants, state infrastructure loans and interest payments not exceeding the amount of ad valorem property taxes levied in support of such payments, and payment made to a public building commission and lease payments but only to the extent such payments were obligations that existed prior to July 1, 2016;
- Court judgments or settlements of legal actions against the city or county and legal costs directly related to such judgments or settlements;
- Expenditures of city or county funds that are specifically mandated by federal or state law with such mandates becoming effective on or after July 1, 2015; and loss of funds from federal sources after January 1, 2017, where the city or county is contractually obligated to provide a service.
- Increased costs above the consumer price index for law enforcement, fire protection or emergency medical services.

Budget discussion will continue with the presentation of Public Work and Administration Department budgets at the May 15th meeting; Outside agency and committee funding, the final CIP presentation and Economic Development Fund budget presentations will be made on June 5th; a tentative meeting has been scheduled for June 12th if needed; with permission to publish the budget taking place at the June 19th meeting.

Dan Runion confirmed that the future budget presentations will included updated personal services numbers and that there could be additional discussion on

compensation. Brooke Morehead confirmed that the budget numbers will include all positions authorized, including those currently vacant.

Quinn Bennion noted that the merit pool for 2018 will be discussed at the next meeting, noting that he just received the recommendation from the compensation study.

Terrence Gallagher asked when would be the appropriate time to discuss adding personnel. Mr. Bennion responded that this evening would be appropriate thus allowing staff time to investigate additional costs related with the position.

Mr. Gallagher stated he would like to see the city add a Parks & Recreation Program Director. He feels that based on the desires of the Park & Recreation Committee and recommendations from the Teen Council he feels supports a part-time or full-time Parks Program Director to elevate the city's ability to offer desired programs to our residents.

Serena Schermoly spoke in support of the recommended staff addition. Sheila Myers stated that she had heard that Prairie Village was the only local city without a Parks Program Director. Mayor Wassmer confirmed that most area cities do have such a position. Mrs. Myers noted that with programming ideas becoming more sophisticated and taking more time to implement, a dedicated staff person is needed.

Mr. Gallagher noted he is not necessarily recommending adding programs, but this individual could also seek out grants. Mayor Wassmer stated that the city has discussed this several times and based on the time being spent by Alley currently, she sees this as a full time position.

Andrew Wang stated he needs more information on how residents are disadvantaged by not having a Parks Director noting that the city is now under a tax lid and does not have unlimited funds to spend on a program that would not generate

revenue, there are still parks in need of improvement and the ongoing costs of operating and maintaining the pool complex. Such action would be creating another position without funding to support it. He is not supportive of adding the position.

Dan Runion noted his concern with the addition of the position of Public Information Officer and the city continuing to increase costs in a city that is not growing in size or population. He questioned how much better the city needs to be and is generally not supportive of increasing government costs for residents.

Brooke Morehead stated there is another opportunity here and does not feel the city needs to be burdened with funding another position. She would like to see the city investigate providing this service through a parks foundation grant writer through the foundation to work on grant writing and initiating programming. There are other solutions to this problem that need to be investigated. This is being done by several area cities.

Eric Mikkelson asked if that person would be only for Parks or also for Arts. Brooke Morehead noted that there are grant writers that could be contracted and feels these other options should be explored. Mr. Mikkelson added that in addition to the large compensation increases being proposed, the city just added new IT positions and added a codes position last year. He believes that these new positions will provide greater efficiency within the city and feels that perhaps this is something to consider in 2019. He is not ready to take this action now.

Quinn Bennion stated that staff will get projected numbers for the proposed new position. He clarified that the full-time IT position replaces a contracted position, the . FTE replaces an existing PD position and the Public Information Officer is simply a change in title of an existing position to more closely match the job description than previous job title of Executive Assistant..

Shelia Myers stated that she would like to see the numbers and that it is a great idea. She noted that grants do not typically fund operating expenses but projects. Brooke stated that she did not feel there was sufficient information to add another staff position.

Quinn Bennion stated that the proposed budget for non-salary items is lower than last year's budget. Lisa Santa Maria noted the city would be receiving approximately \$400,000 through the Johnson County Sales Tax approved to become effective July 1st. However, she stressed that this is not a permanent revenue source and recommended it be designated to the CIP rather than a specific program.

Serena Schermoly asked if numbers on live streaming would be presented. Quinn Bennion replied that the equipment included in the 2017 budget. The addition of live streaming to the council chambers update project has become complicated by the number of variables and options presented by different firms. Staff is working on this.

Administration

- Wes Jordan noted the Large Item Pick-up went very well considering it was the first year Republic provided the service. He noted there were problems with the pick-up the past weekend because of the rain causing materials to become heavier and requiring the pick-up to be continued by volunteer employees of Republic on Sunday. Over the course of the pick-up the city only received 20-30 complaints, which is excellent for a service provided to approximately 8400 households.
- Quinn Bennion announced that Johnson County Park & Recreation District will open bids for the Meadowbrook Park project.

OLD BUSINESS

There was no Old Business to come before the City Council.

NEW BUSINESS

Mayor Wassmer asked the Police Department to make their 2018 budget presentation.

Presentation of 2018 Public Safety Operating Budget

Chief Tim Schwartzkopf reviewed the budget process followed by his department in their review of their eleven programs and acknowledged the work of Captains Lovett, Roberson and Ward. Information Technology Services for the city are now included in the Public Safety budget and under the direction of Captain Ward. The proposed overall budget for 2018 without personnel costs is \$1,056,742 for an increase of 2.94% (\$30,183) from 2017.

Administration - \$47,575.00

Includes 2 staff - Chief of Police and Executive Assistant

Largest portion of the budget which covers general administration costs goes toward applicant testing, psychological testing and physicals for new hires. An additional \$1,000 has been added to the 2018 budget for psychological exams which are required by state statute and \$2,000 for Department composite photographs that are taken every two years.

Off-duty Contractual - \$48,707.00

Services provided by department staff reimbursed by contractor. There is no change to this budget.

Staff Services - Captain Myron Ward

Communications - \$140,910.00

Includes 1 Captain, 6 dispatchers, 2 records clerks, 1 property custodian,

- Increase of \$2,000 for overtime
- Decrease of \$1,120 for JOCO Notify
- Decrease of \$4,780 for the new Records Management System
- Decrease of \$1,000 for postage

Professional Standards - \$74,420.00

Includes 1 Sergeant

- Increase of \$2,000 for range time and supplies

Information Technology - \$205,545.00

Includes 1 Senior Information Technology Specialist and 1 Information Technology Specialist

- Increase of \$4,000 for training and conferences
- Decrease of \$51,405 for DTI contract services

Investigations - Captain Wes Lovett

Crime Prevention - \$5,860.00

Includes 1 officer and vehicle - No changes from 2018. The position is currently vacant.

Investigations - \$61,705.00

Includes 1 captain, 1 sergeant, 2 detectives, 2 School Resource Officers

- Increase of \$4,900 for replacement of the 8 year old Voice Stress Analysis equipment and new software
- Decrease of \$23,000 - no vehicle in 2018

Jori Nelson asked if the school district reimbursed the city the costs for the School Resource Officers. Captain Lovett replied there is a contracted amount based on per day costs which has not been updated in several years and covers approximately 2/3rds of the cost; however, the school district has agreed to review the agreement for 2018.

Special Investigations (SIU) - \$13,250.00

1 corporal and 1 detective (Capt. Lovett noted that they would be losing the current detective in that position in the next month.)

No significant changes +/- \$1,000 threshold

D.A.R.E. - \$66,915.00

Includes 1 officer

- Increase of \$40,000 for new D.A.R.E. vehicle
 - No impact to General Fund

This program is fully funded by the Alcohol Tax Revenue.

Captain Byron Roberson

Community Services (Animal Control) - \$75,275.00

Includes 2 CSO (Community Service Officers); School Crossing Guard contract and the Co-Responder contract. No significant budget changes.

Patrol - \$490,625.00

Includes 1 captain, 5 sergeants, 3 corporals and 22 officers (8.2 FTEs for Mission Hills)

- Increase of \$10,000 for patrol overtime
- Increase of \$4,100 for cell phones for district cars
- Increase of \$1,000 for vehicle assembly
- Increase of \$1,000 for MDT air cards
- Increase of \$3,500 for replacement of chairs in Roll Call and Report Writing

Traffic - \$ 31,500.00

Includes 4 officers; however, this program is currently operating one officer short.

- Decrease of \$10,000 for motorcycle

EXECUTIVE SESSION

Sheila Myers moved pursuant to KSA 75-4319 (b) (6) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 20 minutes for the purpose of discussing possible acquisition of property. Present will be the Mayor, City Council, City Administrator, Assistant to the City Administrator and City Attorney. The motion was seconded by Brooke Morehead and passed unanimously.

Mayor Wassmer reconvened the Governing Body at 9:54 p.m. in open session from executive session where no binding action was taken.

Committee meetings scheduled for the next two weeks:

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.

=====

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

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 9:55 p.m.

Joyce Hagen Mundy
City Clerk



POLICE DEPARTMENT

Council Meeting Date: May 15, 2016

CONSENT AGENDA: **Consider the Agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program**

RECOMMENDATION

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$3,000.00 annual fee were approved by the Council in the 2017 Public Safety Budget in line item 01-03-21-6009-028.

BACKGROUND

For many years the City of Prairie Village, along with numerous other law enforcement and municipal agencies, has been a joint sponsor in the Kansas City Crime Commission TIPS Hotline. No contract changes were stipulated and the City Attorney has reviewed and approved previous contracts.

ATTACHMENTS

PREPARED BY
Tim M. Schwartzkopf
Chief of Police
Date: May 2, 2017



May 1, 2017

Chief Tim Schwatzkoph
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

The Kansas City Metropolitan Crime Commission
Since 1949

3100 Broadway, Suite 226
Kansas City, MO 64111
Phone 816-960-6800 Fax 816-960-6808
www.kc-crime.org

O F F I C E R S

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Chair
BRAD SPRONG
Chair-Elect
BOYD MCGATHEY
Vice Chairs
LEON HARDEN
KARL ZOBRIST
Secretary
GAIL WORTH
Treasurer
MICHAEL WALL

P R E S I D E N T

RICK ARMSTRONG

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PASQUALE TROZZOLO
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BARLUS TATE
VAN O. WILLIAMS

Chief Tim Schwatzkoph:

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers, would not exist. Your support and partnership are very important to us, and we know you are one of the reason's the TIPS Hotline is successful.

It is time for the renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 4,360 TIPS in 2016 that solved nearly 245 felony cases and led to the arrest of 162 criminals;
- Crime Stoppers accepts anonymous *WebTips* at “www.kccrimestoppers.com” and mobile TIPS on our NEW P3 App.
- Crime Stoppers has over 20 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City’s Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitive’s listings;
- Scholastic Crime Stoppers has the seen success in combating school based issues including, nine suicide interventions in over 45 schools in the metropolitan area.
- Visit the Crime Stoppers website “www.kccrimestoppers.com” to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Rick Armstrong
President

KANSAS CITY METROPOLITAN
CRIME COMMISSION

3100 Broadway, Suite 226
Kansas City, Missouri 64111
(816) 960-6800

May 1, 2017

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Contract Year 2017

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR
816-474-TIPS HOTLINE SERVICES

Minimum Due for 2017	\$3,000
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Amount due and payable upon receipt.

Thank you for your support!

01-03-21-6009-028

CONTRACT

This Contract is entered into this year, 2017, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

WHEREAS, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

WHEREAS, the City of Prairie Village wishes to contract with the Crime Commission to provide this service in Prairie Village, KS.

NOW, THEREFORE, the parties agree as follows:

1. The City of Prairie Village will pay the Crime Commission an annual fee of \$3,000.00 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Prairie Village which the program shall include, at a minimum, the following services:

- a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Prairie Village, KS.

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a part of Prairie Village, KS or the City of Prairie Village. The Crime Commission shall not be subject to any control by Prairie Village or the City of Prairie Village.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Prairie Village, KS

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By  _____
Rick Armstrong

ATTEST: _____

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Prairie Village, KS

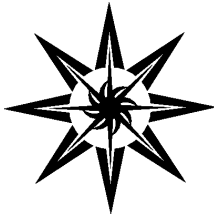
By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By  _____
Rick Armstrong

ATTEST: _____



POLICE DEPARTMENT

Council Meeting Date: May 15, 2017

CONSENT AGENDA:

PURCHASE REQUEST OF POLICE VEHICLE

RECOMMENDATION

Staff recommends the purchase of one (1) 2017 Ford Taurus for \$20,781.00.

Shawnee Mission Ford was awarded the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

COUNCIL ACTION REQUESTED ON MAY 15, 2017.

BACKGROUND

On an annual basis, the Police Department replaces older Investigations vehicles due to age, mileage, and/or maintenance problems. The Department is seeking authorization to purchase this vehicle from Shawnee Mission Ford.

This purchase was previously approved by the City Council as part of the 2017 Public Safety Budget.

FUNDING SOURCE

01-03-26-8006-000 - \$20,781.00

PREPARED BY

Captain Wes Lovett
Investigations Commander
Date: May 5, 2016



ADMINISTRATION

City Council Meeting Date: May 15, 2017

COU2017-XX: Consider approval of a Second Amendment for the purchase contract for 4805 W. 67th Street - regarding disposition of household chemicals

RECOMMENDATION

Staff recommends a motion to approve a second amendment to the real estate purchase agreement with Faith Lutheran.

BACKGROUND

As part of the purchase agreement for the Faith Lutheran property at 4805 West 67th Street, the City conducted a "due diligence period" prior to the City making a non-refundable earnest money deposit of \$250,000. The City hired Environmental Advisors and Engineers, Inc. to conduct a Phase I Environmental Site Assessment. One recommendation from their report was to inventory and record any materials with the potential presence of hazardous materials prior to demolition.

The City then hired New Horizons Enterprises, LLC to complete the inventory and provide a cost estimate to package the materials for proper disposal, arrange for transportation and disposal, and prepare all disposal documentation for items including: latex paints, boiler treatment chemicals, oils and degreasers, and adhesives. The project cost to complete these tasks is \$5,374.

After discussing this unplanned cost with Faith Lutheran representatives, both parties agreed to amending the purchase agreement. The second amendment requires Faith Lutheran either (a) property remove all of the existing hazardous materials from the property at least five business days prior to closing or (b) provide the City with a credit against the purchase price at closing in the amount of \$5,374.

ATTACHMENTS

Second Amendment to Real Estate Purchase Agreement

PREPARED BY

Quinn Bennion & Alley Williams

Date: May 10, 2017

**SECOND AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

This Second Amendment to Real Estate Purchase Agreement (the "**Second Amendment**") is made and entered into as of this ___ day of May, 2017 ("**Effective Date**"), by and between **Faith Evangelical Lutheran Church, Inc.**, a Kansas not for profit corporation ("**Seller**"), and **The City of Prairie Village, Kansas**, a Kansas Municipal Corporation, duly organized and now existing under the laws of the state of Kansas ("**Buyer**").

WHEREAS, as of December 19, 2016, Seller and Buyer executed and entered into that certain Real Estate Purchase Agreement, as amended by that certain First Amendment to Real Estate Purchase Agreement dated as of March 15, 2017 (collectively, the "**Agreement**"), which Agreement concerns the purchase and sale of the Property commonly known as 4805 West 67th Street, located in the City of Prairie Village, State of Kansas, as further described in the Agreement (the "**Property**"); and

WHEREAS, that certain proposal letter dated May 1, 2017, sent by New Horizons, LLC to Buyer, which is attached hereto as **Exhibit A** and incorporated herein by this reference (the "**Removal Estimate**"), included a "Household Hazardous Waste and Hazardous Waste Inventory" which lists certain hazardous materials currently located on the Property ("**Existing Hazardous Materials**"), along with the cost to remove and dispose of such Existing Hazardous Materials; and

WHEREAS, Seller and Buyer now desire that the Agreement be amended to require that Seller either (a) properly remove all of the Existing Hazardous Materials from the Property at least five (5) business days prior to Closing; or (b) provide Buyer with a credit against the Purchase Price at Closing in the amount set forth in the Removal Estimate as the "Total Project Cost", all as further set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, Seller and Buyer do hereby agree as follows:

1. **Removal of Items:** Seller acknowledges and agrees that it shall either (a) properly remove all of the Existing Hazardous Materials from the Property at least five (5) business days prior to Closing; or (b) provide Buyer with a credit against the Purchase Price at Closing in the amount of Five Thousand Three Hundred Seventy Four and No/100 Dollars (\$5,374.00) (the "**Hazardous Materials Credit**"). Seller may choose, at its option, whether it will proceed with the action set forth in Section 1(a), above, or whether it will instead provide the Hazardous Materials Credit to Buyer at Closing; provided, however, that in the event that Seller fails to properly remove each and every one of the Existing Hazardous Materials from the Property at least five (5) business days prior to Closing, Seller shall be required to provide Buyer with the entire Hazardous Materials Credit at Closing.

2. **Control; Ratification; Definitions:** To the extent inconsistent with the Agreement, this Second Amendment shall supersede the Agreement and shall control. In all other respects, the Agreement is hereby ratified, and any and all of the terms and provisions of the Agreement shall, except as expressly amended and modified hereby, remain in full force and effect. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

3. **Counterparts**: This Second Amendment may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. Any counterpart may be executed and delivered by facsimile, electronic mail, or other electronic transmission. All counterparts shall be construed together and constitute the same instrument.

[signature page follows directly]

IN WITNESS WHEREOF the parties have executed this Second Amendment as of the date indicated below their respective signatures. The date of the signature of the last of Buyer and Seller to sign shall be the Effective Date and shall be written on the first page of this Second Amendment.

SELLER:

Faith Evangelical Lutheran Church, Inc., a
Kansas not for profit corporation

By: 
Bob Lindeblad,
President, Congregational Council

Date: 5/10/17

BUYER:

The City of Prairie Village, Kansas, a Kansas
Municipal Corporation, duly organized and
now existing under the laws of the state of
Kansas

By: _____
Laura Wassmer, Mayor,

Date: _____

SEAL

ATTEST:

By: _____
Joyce Hagen-Mundy, City Clerk

Date: _____

APPROVED BY:

By: _____
Catherine Logan, City Attorney

Date: _____

EXHIBIT A

Removal Estimate



May 1, 2017

Alley Williams
City of Prairie Village
Assistant to the City Administrator
7700 Mission Road
Prairie Village, Kansas 66208

Re: Miscellaneous Hazardous Materials Disposal
4805 W. 67th Street
Prairie Village, Kansas 66208

Dear Ms. Williams,

New Horizons Enterprises, LLC (New Horizons), is pleased to submit the following cost proposal for the proper disposal of miscellaneous hazardous materials for the above-mentioned project. The Scope of Work outlined below is based on the Household and Hazardous Waste Inventory prepared by New Horizons dated April 17, 2017. The disposal fees below include costs for disposal of various types of regulated (hazardous) and non-regulated (non-hazardous) wastes.

SCOPE OF WORK

New Horizons will package the materials for proper disposal, arrange for transportation and disposal, and prepare all disposal documentation. The hazardous materials include but are not limited to, latex paints, boiler treatment chemicals, oil and degreasers, and adhesives. An inventory table is provided as an attachment. The materials that are regulated as hazardous waste for disposal include flammable, toxic and caustic liquids. Any materials not listed on the inventory table, are excluded from this bid.

The regulated hazardous waste (flammable, toxic and caustic liquids) is greater than 220 pounds. Therefore, this proposal includes obtaining a generator identification number from the Kansas Department of Health and Environment (KDHE), if the generator does not already have a valid identification number in place for this location, and completing required reporting to KDHE.

FEES

Labor and materials for packing waste for disposal and documentation	\$1,755.00
Regulated and non-regulated waste disposal	\$3,592.00
Total Project Cost	\$5,374.00

Ms. Williams
May 1, 2017
Page 2 of 2

TERMS OF PAYMENT

Payment will be net 30 days. The client will pay 1.5% per month interest penalty for any part of the month and for any amount for which the payment becomes past due.

SCHEDULE

Work will commence upon Notice to Proceed.

Thank you for this opportunity to submit our proposal on this project. If you have any questions or require any additional information, please do not hesitate to contact me at (816)569-5256. New Horizons will proceed with this work upon your written authorization.

Sincerely,



MacKenzie Davis
Environmental Scientist
New Horizons Enterprises, LLC

Attachment

ACCEPTANCE: The above proposal, including Scope of Work, Procedures, and Terms and Conditions is hereby accepted. **New Horizons Enterprises, LLC** is authorized to proceed with the work as specified.

Accepted by:

_____	_____
Printed Name	Signature
_____	_____
Title	Company

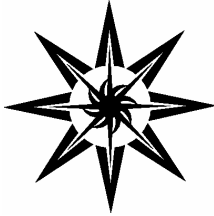
Date	

Household Hazardous Waste and Hazardous Waste Inventory
4805 West 67th Street
Prairie Village, Kansas 66208

Household/Hazardous Materials	Quantity
Rust-Oleum Automobile Primer	1, 12-Ounce Aerosol
Wel-Cote Masonry Plug	1, 1-Quart Container
Lime Free Patch for Walls and Ceilings	2, 75-Ounce Boxes
Noble Chemical Sunbright Lemon Dish Soap	9, 32-Ounce Bottles
DuBois Chemicals Grease Beast Kitchen Degreaser	3, 1-Gallon Bottles
State Chemical Solutions Formula 482 Liquid Oxygen Scavenger BWT	1, 1-Gallon Bottle
State Chemical Solutions Formula 301 NCNP Boiler Water Treatment (Corrosive)	1, 30-Gallon Drum
Johnson Control Compressor Oil	3, 16-Ounce Cans
Elmer's Wood Filler	1, 12-Ounce Tub
Krylon Solvent-Based Upside Down Striping Paint	1, 18-Ounce Aerosol
Spectracide Indoor Fogger	1, 16-Ounce Aerosol
Master Electric Propane Tank	1, 5-Pound Tank
Raid Fogger	1, 12-Ounce Aerosol
Valspar Premium Finish	3, 16-Ounce Aerosol
Redi-Mix Latex Patch	1, 52-Ounce Can
Velva-Sheen Floor Cleaner	1, 1-Gallon Can
DAP Cement Patch	1, 1-Quart Tub
Fasst Harmony Floor Finish Relaminator All Speed Formula	4, 1-Gallon Bottles
Valspar Latex Zone Marking Paint	4, 1-Gallon Cans
Franklin Maintenance Products Sentinel Multi-Purpose Cleaner	1, 5-Gallon Bucket
Doyle Da-Dream Acrylic Latex Flat Wall and Trim Enamel	1, 5-Gallon Bucket
Krylon Interior/Exterior Paint	1, 12-Ounce Aerosol
Tomcat Mouse Killer II	10, 4-Ounce Poison Stations
Nature's Miracle Oxy Formula Cleaner	1, 1-Gallon Container
Gum Away Gum and Wax Remover (Environmentally Friendly)	1, 12-Ounce Aerosol
Color Works Non-Reflective Camo Paint	3, 12-Ounce Aerosols
WD-40	1, 8-Ounce Aerosol
Clorox Wipes	1, 18-Ounce Can
Murphy Wood Oil Soap	1, 1-Quart Container
Behr Premium Plus Ultra Pure White Latex Paint	1, 1 Gallon Can
EasyCare Interior Eggshell Finish Latex Paint	1, 1 Gallon Can
Clorox Bleach	1, 1-Gallon Container
PBC Deglosser	1, 1 Quart Can
Western Auto Carburetor and Choke Cleaner	1, 13-Ounce Aerosol
Havoline Two-Cycle Engine Oil TC-W 3	1, 1-Quart Container
Pro Force All Season 10W-30 Engine Oil	1, 1-Quart Container
Lawson 2-Cycle Engine Oil	3, 3.2-Ounce Containers
Chapco Acoustical Tile Adhesive	2, 1-Quart Cans
Lithium Grease	1, 1.5-Quart Tub

Household Hazardous Waste and Hazardous Waste Inventory
4805 West 67th Street
Prairie Village, Kansas 66208

Household/Hazardous Materials	Quantity
Ortho Lindane Borer and Leak Miner Spray	1, 1-Pint Jar
Service First Non-Acid Foaming Air Cooled Condenser Cleaner	2, 1-Gallon Containers
Cub Cadet Riding Lawnmower	1
Henry 304 Stay Back Asphalt Driveway Patching Mix	3, 5-Gallon Buckets
Gasoline	5, 1-Gallon Containers
DAP '33' Glazing	1, 1-Gallon Can
Benjamin Moore Aquavelvet Latex Primer	3, 1-Quart Cans
Minwax Stainable Wood Filler	1, 6-Ounce Tube
Bondet Patching Plaster	1, 1-Gallon Container
Rust-Oleum Latex Primer	2, 1-Gallon Cans
Benjamin Moore Moorcraft Latex Eggshell Enamel	1, 1-Gallon Can
Ace Royal Gloss Enamel Porch and Floor Oil-Based Paint	1, 1-Gallon Can



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

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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

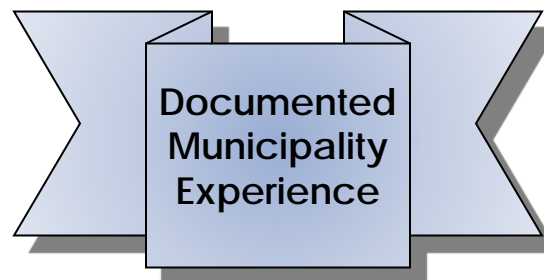
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PROCESS

- 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

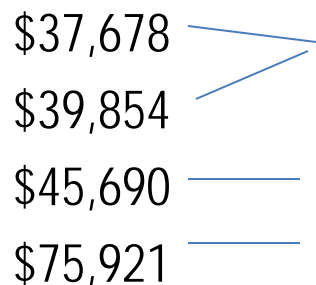
- Derby Kansas
- Garden City Kansas
- Lawrence Kansas
- Leawood Kansas
- Lenexa Kansas
- Liberal Kansas
- Manhattan Kansas
- Merriam Kansas
- Olathe Kansas
- Overland Park Kansas
- Shawnee Kansas
- Wyandotte Kansas

COMPENSATION

- **Process**

- Natural breaks to determine ranges

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

A diagram showing four salary levels: \$37,678, \$39,854, \$45,690, and \$75,921. Blue lines extend from the first two values (\$37,678 and \$39,854) to the right, where they meet at a point, forming a shape that points to the right. This indicates that the range between \$37,678 and \$39,854 is the one being analyzed.

	<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

RESOLUTION 2017-01

WHEREAS, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

WHEREAS, it is the desire of the Governing Body that these salary ranges be reviewed annually to ensure appropriate funds are budgeted and the salary ranges remain competitive;

NOW, THEREFORE, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2017 **effective July 3, 2017**:

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation **effective July 3, 2017** shall be within and determined by the following ranges:

	2017	
	<u>Minimum</u>	<u>Maximum</u>
Level 17		
City Administrator	127,620	191,440
Level 16		
PD7		
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
PD6		
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
PD5		
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 4		
Police Corporal	58,250	81,000
Level 9	57,830	86,750
Level 8		
Court Administrator	52,380	78,580
IT Police Technical Specialist	52,380	78,580
Project Inspector	52,380	78,580
Public Information Officer/Deputy City Clerk	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
Office Manager	47,450	71,170
Crew Leader	47,450	71,170
Level 6		
Executive Assistant	42,980	64,460

Dispatcher II	42,980	64,460
Codes Support Specialist	42,980	64,460
PD 3		
Police Officer	42,680	75,126
Level 5		
Senior Maintenance Worker	39,930	58,390
Dispatcher	39,930	58,390
Property Clerk	39,930	58,390
Code Enforcement Officer	39,930	58,390
PD 2		
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		
Receptionist	26,210	39,310
Laborer	26,210	39,310

Seasonal/Part-time Employees

Seasonal/Part-time employees shall be compensated as stated in Resolution 2016-18.

Employee/Consultant

A person may be compensated in a category defined as "independent contractor consultant". The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials

Part-time appointed officials shall be compensated as follows in 2017:

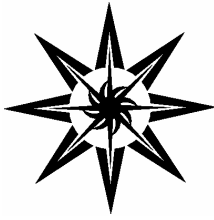
	<u>Minimum</u>	<u>Maximum</u>
Treasurer (monthly)	361	453

Adopted this 15th Day of May, 2017.

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy
City Clerk



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

ORDINANCE 2361

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.

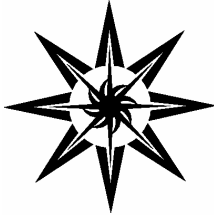
Mayor Laura Wassmer

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



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

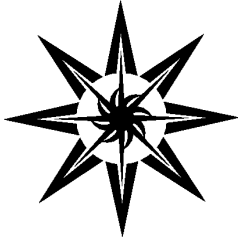
Council Policy 001 City Committees - New language **bolded**

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**

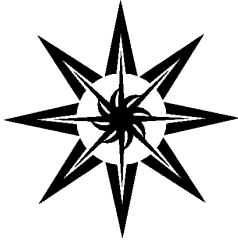
- The City Council elects one of its own body as President of the Council to preside over meetings of the City Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in ~~May~~ **February**.

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.



City Council Policy: CP001 - City Committees

Effective Date: May 15, 2017

Amends: CP001 - dated June 1, 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

- a. 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.
- b. 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.
- c. The Mayor will appoint a City Council Member as a nonvoting "Council Liason" to the Environmental Committee, Arts Council, VillageFest Committee and JazzFest Committee.
- d. The Mayor will appoint a City Council Member as a "Council Liason" nonmember observer to the Planning Commission/Board of Zoning Appeals.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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 October and November in the Village Voice, City website, news release, etc.
- b. Applications are due by 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. 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.
- g. Mayoral appointment of Council members to serve on committees as directed by this policy will typically become effective the second meeting in February.

- h. Applicants who are not selected or approved will be notified by City administration.
- i. Appointments will be presented and voted on by the second City Council meeting in February.
- j. In the event of vacancies after the regular annual appointments, the applicants who submitted applications in 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:

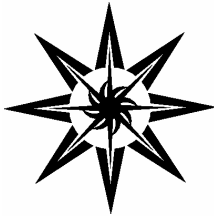
1. Insurance Committee

- 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.
 - 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.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 15, 2017

Council Meeting Date: May 15, 2017

CONSIDER TRAFFIC CALMING ON TOMAHAWK ROAD FROM ROE AVENUE TO NALL AVENUE

RECOMMENDATION

Staff recommends City Council approve the installation of traffic calming measures on Tomahawk Road from Roe Ave to Nall Ave.

BACKGROUND

Residents along Tomahawk Road have desired traffic calming measures for many years and now about 75% of the resident support installing these measures. They exceeded the required 60% approval for the construction of traffic calming measures. These measures include three diverter islands near the intersections of Ash and Birch Streets, an island modification at Nall Avenue, and a speed limit reduction between Roe Avenue and Nall Avenue. The diverter island just east of Ash Street will include a pedestrian crossing providing access to the pedestrian bridge over Brush Creek. The neighborhood is supportive of the traffic calming measures as shown on the attach drawing. TranSystems performed the attached traffic study which shows support for lowering the speed limit. It is anticipated that these improvements will be built with the 2017 Paving Program. The approximate cost of the these traffic calming measures will be \$40,000.

FUNDING SOURCE

Funding is available under project TRAFRESV: Traffic Calming.

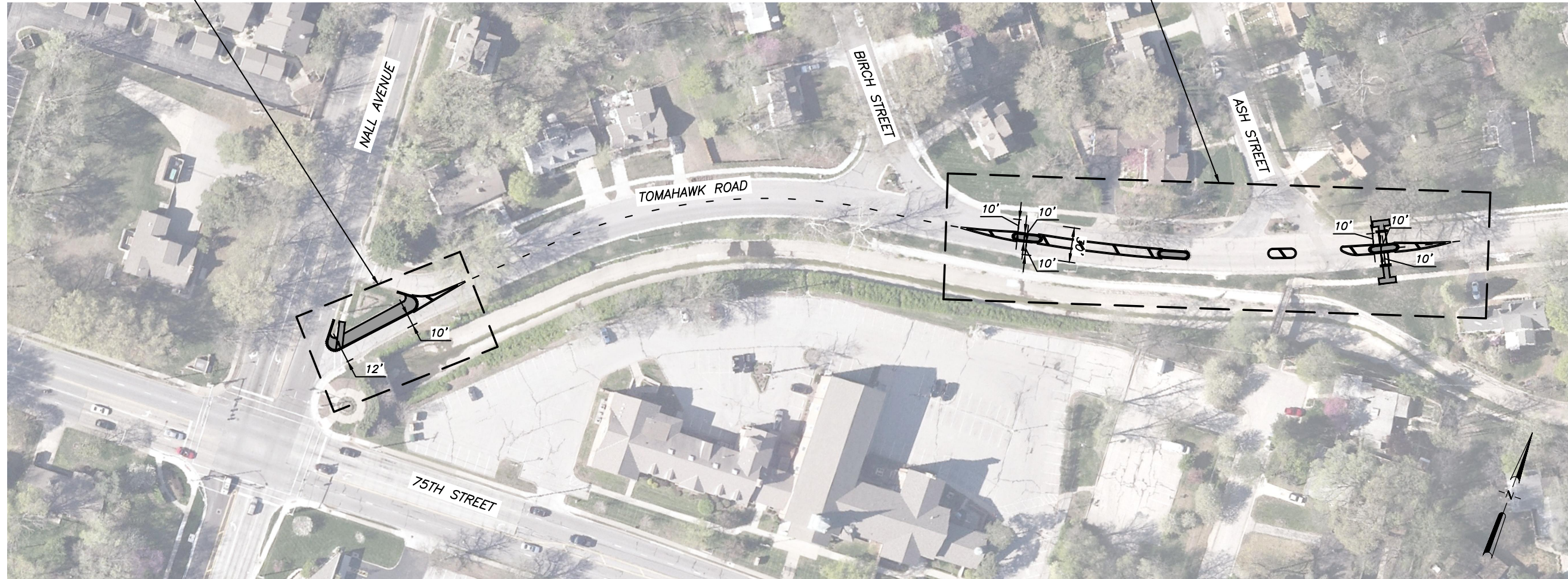
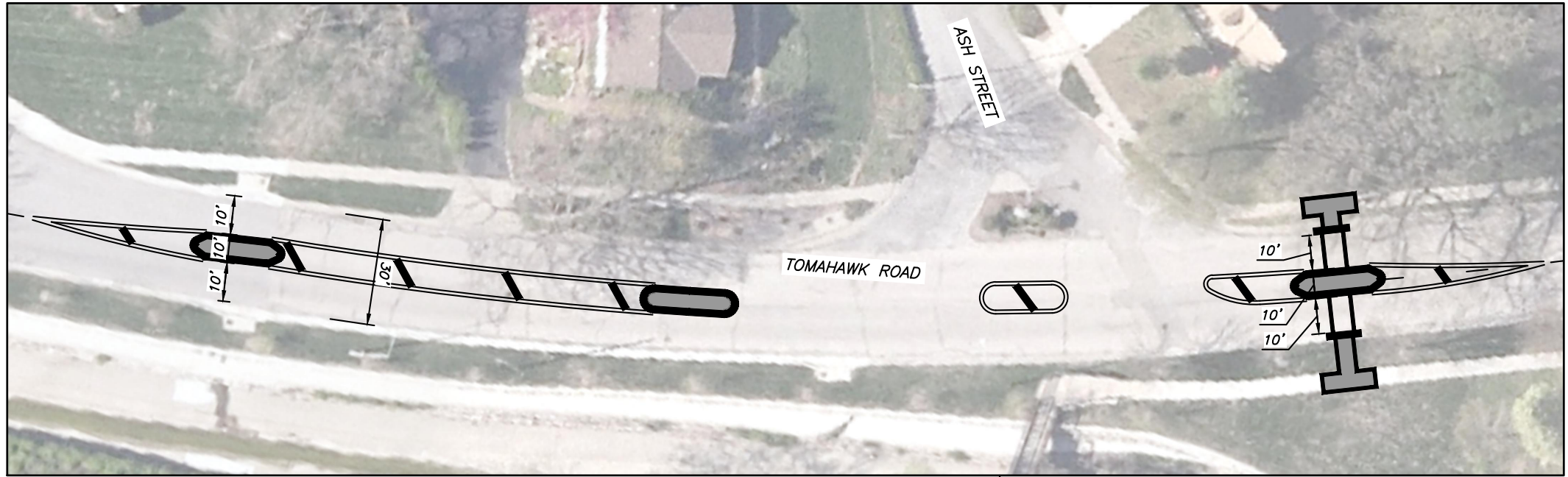
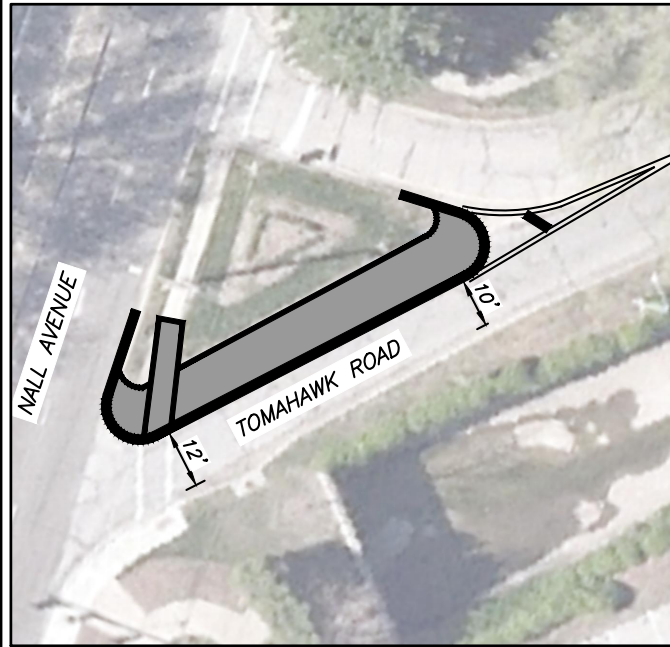
ATTACHMENTS

1. Traffic Calming Island Layout
2. TranSystems Study supporting the reduction of the speed limit.

PREPARED BY

Keith Bredehoeft, Director of Public Works

May 10, 2017



Drawn: Checksheet: Approved:	JMS	JMS	JMS	JMS	JMS	JMS	JMS
Notes:	<>	<>	<>	<>	<>	<>	<>
Revised:	<>	<>	<>	<>	<>	<>	<>
4/08/2016	SIDEWALK SUPPLEMENT						

8900 Indian Creek Parkway, Suite 450
 Overland Park, Kansas 66210
 Phone: 913-239-1100
 Toll Free: 877-527-5468
 Fax: 913-239-1111
 www.affinis.us



CITY OF PRAIRIE VILLAGE, KANSAS
 2016 TRAFFIC CALMING
 P.V. PROJECT NUMBER: --
 Tomahawk Road
 PLAN SHEET



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 15, 2017

Council Meeting Date: May 15, 2017

CONSIDER CONSTRUCTION CONTRACT FOR THE 2017 PAVING AND CARS PROGRAMS

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with JM Fahey Construction for the 2017 Paving and CARS Programs for \$4,700,000.

BACKGROUND

This project includes work on many streets throughout the City. It is funded by the 2017 Paving Program and the 2017 CARS Program. These streets will be rehabilitated and will include repair or replacement of the concrete curb/gutter and asphalt pavement.

Street Projects

- Fontana Street, 91st Street to 92nd Terrace
- 87th Street, Mission Road to Delmar Road
- Cedar Drive, Somerset Drive to 90th Street
- Booth Street, 77th Street to Somerset Drive
- 73rd Street, Booth Street to Springfield Street
- 73rd Street - Springfield Street to Belinder Avenue
- 94th Terrace, 95th Street to Nall
- Tomahawk Road, 81st Street to 83rd Street
- 72nd Terrace, 73rd Street to Cherokee Drive
- 75th Street cul-de-sac
- 83rd Terrace, Juniper Lane to Nall Avenue
- Linden Drive cul-de-sac
- El Monte Street, 67th Street to Oxford Road
- 76th Street, Colonial Drive to Lamar Avenue
- Rosewood Drive, 79th Street to Roe Avenue
- City Hall Parking Lot
- Oxford Road, Tomahawk Road to 69th Street

On May 5, 2017, the City Clerk opened bids for the project. Three acceptable bids were received:

	JM Fahey	McAnany	O'Donnell	Engineer's Estimate
2017 Paving (PAPV2016)	\$ 2,004,988.55	\$ 2,152,874.50	\$ 2,065,034.00	\$ 2,369,952.00
Mission Road (MIRD0005)	\$ 2,088,287.80	\$ 2,126,602.77	\$ 2,282,787.30	\$ 2,554,228.00
PROGRAM TOTAL	\$ 4,093,276.35	\$ 4,279,477.27	\$ 4,347,821.30	\$ 4,924,180.00

The Engineer has reviewed all bids and has recommended award of the low bid. The contract will be awarded for \$4,700,00.

FUNDING SOURCES

Funding is available as follows:

2017 Paving Project (PAVP2017)	\$2,225,000
2017 CARS Project (MIRD0005)	\$2,475,000

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- 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. Construction Agreement with JM Fahey Construction

PREPARED BY

Melissa Prenger, Senior Project Manager

May 10, 2017

**CONSTRUCTION CONTRACT
FOR
PROJECT
PAPV2017- 2017 PAVING PROGRAM
MIRD005 2017 CARS PROJECT
BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
J.M. FAHEY CONSTRUCTION COMPANY**

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 J.M. Fahey Construction Company, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2017 PAVING AND CARS PROGRAM, (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Four Million Seven Hundred Thousand DOLLARS (\$ 4,700,000.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

- 5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.
- 5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

- 6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.
- 6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.
- 6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided

in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

- Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as “**Total Project Work**”) and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as “**Project Segments**.” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule (“**Work Schedule**”) setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima 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.)

MAYOR'S ANNOUNCEMENTS

Monday, May 15, 2017

Committee meetings scheduled for the next two weeks:

JazzFest Committee	05/23/2017	5:30 p.m.
Environment/Recycle Committee	05/24/2017	5:30 p.m.
VillageFest Committee	05/25/2017	5:30 p.m.
Council Committee of the Whole	06/05/2017	6:00 p.m.
City Council	06/05/2017	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.

2017 Recreation and Team Memberships are now on sale.

The Prairie Village Pool opens for the 2017 season at 11 a.m. on Saturday, May 27th.

Congratulations to Alley Williams, Serena Schermoly and Courtney McFadden on their graduation from the Northeast Johnson County Leadership Program on Thursday, May 24, 2017. RSVP to Meghan Boom.

Mark your calendar for the 21st Annual MARC Regional Assembly on Friday, June 9th from 11:30 to 1:30 at the Westin Crown Center.

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 15, 2017

1. Board of Zoning Appeals Minutes - April 4, 2017
2. Planning Commission Minutes - April 4, 2017
3. Tree Board Minutes - April 5, 2017
4. Park & Recreation - March 8, 2017
5. Prairie Village Arts Council - March 8, 2017
6. Proclamation for Municipal Clerks Week - May 7 - 13, 2017
7. Proclamation for National Police Week - May 14 - 20, 2017
8. Proclamation for National Public Works Week - May 21 - 27, 2017
9. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
May 1, 2017

The Council Committee of the Whole met on Monday, May 1, 2017 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Jori Nelson with the following members present: Mayor Laura Wassmer, Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Captains Wes Lovett, Byron Roberson and Myron Ward; 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, Human Resources Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Also present was Teen Council member Ainsley Scout Rice.

Meadowbrook Senior Living Facility Update

Quinn Bennion noted that the development plan for the Meadowbrook Redevelopment Project included a senior living component. A concept plan was presented and approved with a potential provider for that service. VanTrust has selected a different company to provide that service.

Justin Duff, with VanTrust 4900 Main Street, Kansas City, Missouri, announced that they have chosen Dial Realty, based out of Omaha, for the senior living component and introduced Mike Day with Dial Realty. Mr. Day stated specific plans for the project are in infancy; however, he shared background information on their company. Dial Realty has been doing senior living projects since 1992 and managing projects since 1999. They operate 12 existing projects, three of them located in the Kansas City area.

Eric Weston, architect for the project noted this is the 5th project they have done for Dial Realty. He reviewed their process which begins with looking at how the different components would be situated. The project will include a three-story Assisted Living component connected to a singled story Memory Care Unit. The four-story Independent Living component would be constructed over an underground garage. The facility will have 146 units in its first phase.

Eric Mikkelson asked how this compared to the original proposal. Justin Duff replied the original plan had 330 units with 90 skilled nursing, 120 assisted living and 120 memory care. He noted that this component would be developed in phases based on market need with an additional 32 units to be constructed in the second phase and 56 in the final phase for a total of 230. Mr. Mikkelson asked about the height of the Independent Living component. Mr. Weston replied the four floors of units would be constructed at 12 feet on top of the garage. He does not know what that height would be based on the slope of the land. He would estimate a height of approximately 51 feet as some of the garage would be located underground.

Justin Duff noted that the service area is the same or very close to the footprint originally presented with the preliminary development plan. The 8.5 acres designated for this component has not changed.

Terrence Gallagher confirmed that the location of the parking had not changed and that there would not be parking at the entrance to the park. He also asked about the number of emergency calls their facilities received. Mr. Day replied very few.

Eric Mikkelson noted the rooflines of several of their existing facilities were more contemporary and asked the proposed roof design would be pitched similar to the homes being constructed. Justin Duff stressed the importance VanTrust has placed on this facility fitting into the fabric of the entire development. Mr. Mikkelson thanked the representatives for presentation/introduction.

Meadowbrook Update

Jeff White with Columbia Capital reviewed the computations regarding the issuance of the bonds for this project in light of the change in the density of the development. The assumptions made for the issuance of bonds were conservative in nature. He has met with representatives of VanTrust who have stated that the prices for the homes being constructed are higher than projected. Mr. White stated that based on the current information, he feels that even with the lower density proposed for the senior living component, the project is slightly ahead of the plan relative to repayment of bonds.

Presentation and report of compensation study

Quinn Bennion stated this is a follow-up on the Council review of the compensation study conducted by Gail Meriweather with Arthur Gallagher to verify position ranges, employee compensation and benefits against the competitive external market and validate internal equity. He thanked the department heads for their involvement in the process and support of the recommendations to address the findings that the City currently lags behind in position ranges and salaries in general.

Although the discussion focused primarily on the Police Department at the last meeting, the study found employees in all departments of the city needing adjustments to be competitive in position ranges and salaries in general.

Mr. Bennion presented the following implementation strategies and recommendations supported by all department heads:

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 (this is a position reclassification, not a new position). The implementation cost is projected to be approximately \$11,600 and will be funded from existing budgeted 2017 salary funds with the new salary ranges becoming effective the first full pay period in July with adjustment given to bring incumbent employees into the new ranges.

Recommendation 1:

The City adopt the new salary ranges effective July 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% as reflected in the compra-ratio report and 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.

These merit pool and market adjustments are not currently reflected in the 2018 budget. The estimates given are from the 2017 budget.

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. Staff estimates the following costs for the increment increases from 2017 actual to 2018 estimate based on 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 recommended:

- 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:

- 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

Mr. Bennion noted that 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.

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. Mr. Bennion noted that he has 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 with the focus on employees with a salary below the midpoint with a tenure or two or more years not at the benchmark location of their range.

The preliminary calculations for one-time adjustment in July 2017 impact 33 employees (32% of employees) with 31 (92%) of them being front-line, non-supervisory positions. The breakdown by department is as follows:

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

Mr. Bennion stated that the preliminary estimate of cost for the proposed mid-year adjustment is approximately \$67,000 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. The following changes are recommended for areas identified where the city lags the market or ahead of the market.

- Reduce sick time by 8 hours a year (1 day) - Savings are 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

Mr. Bennion noted that 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. He believes that the proposed plan is both reasonable and sustainable. This strategy would be a prolonged commitment to city employees. Staff is seeking a recommendation from the committee this evening with official Council action being taken at the May 15th meeting.

Mr. Bennion addressed several questions that were asked by the Council at its April 17th meeting with the following information:

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 (police officer & command staff) EE
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
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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.

Jori Nelson asked when the next compensation study would be completed. Wes Jordan replied that they are recommended to be done every five to six years.

Serena Schermoly expressed concern with the proposed seven year period to reach the mid-point of the salary range based on the tenure information presented. With average tenure being at 6 years, she suggested that the city may want to be more aggressive and seek reaching mid-point after 6 years instead of the 7 proposed.

Sheila Myers asked what the total budget was for 2018. Lisa Santa Maria responded that number is unknown until a decision is made on compensation. Sheila Myers confirmed that if all the recommendations were approved the projected cost of implementation would be \$265,000 or less than 1% of the projected budget. She feels this is a fair and reasonable request.

Dan Runion questioned the comparable cities used for the study, noting that several of those cities had higher mill rates with more tax dollars available to support the compensation. He does not view them as being comparable.

Serena Schermoly responded that the issue is retention and being competitive. These employees are doing the same work in these cities and being paid more. Mr. Runion expressed concern matching the compensation offered by cities with higher mill levies.

Quinn Bennion responded the comparisons were made based on the similarities of job positions.

Sheila Myers made the following motion, which was seconded by, Courtney McFadden and passed by a vote of 10 to 1 with Dan Runion voting in opposition.

ADOPT THE NEW SALARY RANGES (RESOLUTION 2017-01 EFFECTIVE JULY 3 AND BRING INCUMBENT EMPLOYEES INTO THE NEW RANGES; AND

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; AND

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); AND

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 OF 15 YEARS**
- **INCREASE FAMILY HEALTH INSURANCE COVERAGE FROM 75% CITY PAID TO 80% CITY PAID**

COUNCIL ACTION REQUIRED

Dan Runion stated he cannot support the motion without knowing the 2018 salary and benefits cost.

Eric Mikkelson stated that he would like to see the real numbers before the Council takes final action at the next meeting. He doesn't have any concerns with the comparison pool for the rank and file positions, but questioned the comparisons of supervisory positions with those in larger cities. He acknowledged that the city is competing for the top talent with these cities and to do so effectively the city needs to be competitive. This is a policy decision.

Mr. Mikkelson expressed appreciation for the police pension information presented although he still views it as an apples to oranges comparison and would like to have an independent analysis done.

Regarding the second recommendation, Mr. Mikkelson asked where the 1.5% recommendation came from for the one-time adjustment and if that would be different for future years. Mr. Bennion replied it was simply an estimate from Ms. Meriweather of what it would take for an individual to move through the range in seven years. He noted the amount has to be close to the annual change in ranges which is generally between 1 and 2%. The 3.5% figure is an estimate based on past merit ranges. Mr. Mikkelson confirmed that these percentages are simply placeholders at this point in time and stated he wants the actual percentages before voting for final approval.

Mayor Wassmer stated that she fully supports the full recommendation as presented. The comparison of the cost of retaining valued tenured employees compared to the cost of finding and training new employees is sufficient rationale for supporting this action. If you consider, as Chief Schwartzkopf indicated, that the cost for training an officer is \$50,000 plus the cost of an annual salary for one year prior to being placed on the street, this is money well spent. Mr. Mikkelson noted that employees leave for reasons other than salary and he does not want to simply throw out more money to employees when that is not the reason they are leaving. Mayor Wassmer responded that if the city is not competitive in its compensation it is easy for employees to go elsewhere. There needs to be an even playing field and that is not the case currently.

Dan Runion noted that looking at the first quarter financial report, he is not comfortable this can be sustained without a mill levy increase and if approved feels the city needs to be prepared at some point to increase its mill rate; otherwise, he feels the city is being short-sighted. He would like to know the mill rates of the comparable cities. Quinn Bennion stated that all budget numbers are estimates. As part of the normal budget process, the full costs will be determined based on the action taken by the Council and direction given.

Chief Schwartzkopf noted that there are often multiple reasons for an employee to leave a position; however, he stated the first reason generally given is financial. The young woman that is leaving is doing so because she doesn't want to do the job any more. It is important to have an even playing field. The city is competing with larger cities, with the Leawoods, Overland Parks and Shawnees and to do so effectively it must be competitive in what it offers its employees. Officers know how officers are being compensated in other jurisdictions. They need to feel that they are valued and that they will be paid competitively.

The current playing field is not level and the department may be losing yet another officer. The shortage of staff in any department has a ripple effect with increased overtime, employees covering other employee's responsibilities and services not being able to be provided. He noted there are currently investigations that are not being done due to lack of personnel and the crime prevention position remains unfilled.

Brooke Morehead asked if there was any way to gear the adjustments to the police department as that appears to be the area of greatest need. Quinn Bennion replied that 75% of the projected monetary adjustment is for police personnel and there is a way for council to just apply to police personnel; however, he would not recommend such action. The study and resulting recommendations are for the entire city employees. Chief Schwartzkopf strongly concurred with Mr. Bennion noting the strong relationships between all departments within the city and the potential impact such action would have on those relationships.

Serena Schermoly noted that average tenure is currently between six and seven years. Chief Schwartzkopf said he felt if the staff recommendations were approved that employees would stop actively looking. He cannot guarantee that it would stop all resignations; but he does feel it would level the playing field and assist in the competitive market to hire good employees.

Lisa Santa Maria presented the costs for employee benefits of approximately \$2.3M in addition to actual salary. She reminded the Council that the actual costs are different than the budgeted amount.

Eric Mikkelson confirmed that recommendation #2 called for an adjustment of not less than 1%.

Dan Runion asked what actual 2016 personal services costs were. Mrs. Santa Maria replied \$8,870,110 or \$8.9M. Mr. Runion stated that the process appears to be piecemeal and asked from what other areas funds could be taken to cover the increased costs. He feels that the city's low mill levy is one of the factors that attract individuals to live in Prairie Village.

The motion was voted on and passed by a vote of 10 to 1

COU2017-22 Consider changes to Council Policies related to Election Cycle Changes

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. Existing ordinances and policies regarding the election and appointment of officials and committee members were reviewed to bring them into agreement with this change. The primary changes occur in Council Policy 001 - City Committees. Basically dates were changed bringing the appointment cycle in line with the election cycle and language was added to address the appointment of Council members to committees.

While reviewing the policy inconsistencies between the policy and code were discovered and corrected. By code both Planning Commission and Civil Service Commission are three-year terms. The Park & Recreation Committee in the city's code stated that it met monthly and was a three-year term. The ordinance will be changed to be consistent with the policy making it a two-year term and removing the requirement for monthly meetings.

Council Policy 029 - President of the Council is also being changed to agree with the new election cycle with the one-year term beginning the first meeting in February instead of May.

Two actions are needed 1) approve the revisions to Council Policy 029 entitled President of the Council: amending the starting date to the first meeting in February and the proposed revisions to Council Policy 001 entitled City Committees and 2) adopt an ordinance amending Chapter 1 of the Prairie Village Municipal Code by amending Section 1-803 entitled "Park and Recreation Committee; Membership, Duties and Meetings".

The City Clerk reviewed the following proposed revisions

- **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.
- 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.

Terrence Gallagher questioned the limitation of the number of meetings of the Park and Recreation Committee. He stated that with the development of North Park and other activities the committee may need to meet more often. He noted they had an additional meeting for the development of the park CIP. He suggested that the language be changed to “a minimum” of six meetings.

Sheila Myers pointed out an inconsistency in that Park & Recreation committee under the Ordinance did not include youth representatives and it does under the Council policy and asked whether they should be included or not. Mrs. Hagen Mundy responded ordinance provisions for Park & Recreation Committee were adopted in 1973. The city added youth representatives to city committees in 1999. Her review of the policies only covered those issues related to the change in the election cycle. Mrs. Myers noted there were youth representatives for several committees and stated that she would support removing them or having the positions filled by the teen council. Mrs. Hagen Mundy replied that currently there are no youth representatives on any of the city committees and noted that this is something that could be addressed by the committee on committees. Terrence Gallagher disagreed and felt that 2 youth representatives were fine providing an opportunity for a youth that had an enthusiasm for Parks or for the Arts to be involved in an area they were passionate about.

Mr. Gallagher noted the policy limits the Park and Recreation Committee to meeting six times a year and would like to have that amended to be a minimum of six times per year noting that they have had additional meetings and with the development of North Park could see the need for more additional meetings. Mayor Wassmer disagreed noting that the reason the number of committee meetings were reduced was to reduce the burden on staff that were having to work evenings. Going back to being competitive and having a level playing field, one of the reasons expressed by management staff that left to work in other cities was the number of evening meetings. She would not be supportive of staff having to do additional meetings. Serena Schermoly stated with the number of things happening related to the parks and park development she could see the need for additional park committee meetings. Mr. Gallagher stated he does not want the number of committee meetings limited with Village Square, North Park, bike trails and other projects underway. By stating a minimum of six meetings, more meetings would be allowed as necessary.

Serena Schermoly stated that she felt all volunteer applications should be sent to the council. She wants to know who is volunteering in her ward. Eric Mikkelson noted this was a specific change made to the policy on the council committee on committees. He also wants to be made aware of people seeking to volunteer. Mayor Wassmer stated

that City Chairs receive all committee volunteer applications. She confirmed with staff that the forwarding of volunteer applications has not been done because of the additional staff time involved, but noted that staff is willing to be more diligent in doing so.

Mr. Mikkelson stated he also supports Mr. Gallagher's requested change to a minimum of six meeting providing him the flexibility to meet more often. He is mindful of the staff commitment required for meetings but noted there may be a need for more with the upcoming developments.

Mayor Wassmer noted the committee on committees forwarded these recommendations to the Council after months of meetings. One of the primary focuses of the revisions was to reduce the amount of staff time spent supporting committees and not add more. The policy was adopted and feels that if you want to follow part of the policy, you need to follow all of the policy. Staff has stated they will send out the information and if that is to remain the reduction of the number of meetings should also be followed to reduce the burden on staff which was the focus of the revisions approved. She stated that adding more meetings for staff totally undermines the purpose of the approved changes to reduce the additional burden on staff.

Mrs. Schermoly responded that if applications are not forwarded to council, she is not made aware of their interest in becoming involved in the city. Sheila Myers noted that applications of those appointed are sent to Council members and noted that council members could ask at that time if there were other applications. Mrs. Schermoly noted a council member may have more information on the individual that should be given to the chairman or the Mayor for their consideration in recommending an appointment.

Sheila Myers noted that three of the committees have youth volunteers and questioned if they were needed with the current opportunity to volunteer for teen council and the fact that currently none of these positions are filled.

Dan Runion sought clarification if the discussion was on whether to share volunteer applications openly or to share them upon request. There is a difference between a duty to share and the release of the information upon request. Council President Jori Nelson summarized she heard of several issues within the policy including the number of meetings, whether to have youth student representatives and council seeing all applications

Shelia asked if the city is obligated to have youth representatives if they are included. Jori Nelson responded there is no obligation to have youth representatives just as there is no obligation for persons to volunteer.

Joyce Hagen Mundy stated regarding the proposed revisions, she was hearing direction to leave in the policy that volunteer applications will be sent to all council members, she is not hearing objection to the other proposed changes, except discussion on the limitation of the number of Park and Recreation committee meetings. She felt that the committee chair, just as the Mayor, has the ability to call special meetings if necessary. It was noted that the ordinance change on Park and Recreation Committee meetings

states only that the committee shall meet at a regularly scheduled time and place and does not limit the committee to six meetings.

Mr. Mikkelson noted the vague language regarding the distribution of volunteer applications and stated that this could be done monthly or quarterly to reduce staff burden. He asked if the policy stated that special meetings could be held. Mrs. Hagen Mundy replied that special meetings are not specifically addressed.

Ashley Weaver made the following motion, which was seconded by Brooke Morehead and passed unanimously:

APPROVE REVISIONS TO COUNCIL POLICY 029 ENTITLED "PRESIDENT OF THE COUNCIL" AMENDING THE STARTING DATE TO THE FIRST MEETING IN FEBRUARY AND THE PROPOSED REVISIONS TO COUNCIL POLICY 001 ENTITLED "CITY COMMITTEES

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

ADJOURNMENT

Council President Jori Nelson adjourned the Council Committee of the Whole meeting at 7:28 p.m.

Jori Nelson
Council President

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, APRIL 4, 2017**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, April 4, 2017 in the Council Chambers of the Municipal Building at 7700 Mission Road. Chairman Gregory Wolf called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Melissa Brown, Jeffrey Valentino, James Breneman, Patrick Lenahan and Nancy Wallerstein. Also present in their advisory capacity to the Board of Zoning Appeals were: Chris Brewster, Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, City Building Official; Serena Schermoly, Council Liaison and Joyce Hagen Mundy, Board Secretary.

APPROVAL OF MINUTES

Nancy Wallerstein moved the approval of the minutes of the July 12, 2016 meeting as presented. The motion was seconded by James Breneman and passed by a vote of 5 to 0 with Patrick Lenahan abstaining.

**BZA2017-01 Request for a Variance from PVMC 19.08.030 to allow the
reduction of the rear yard setback from 25 feet to 14 feet 5 inches
4510 West 71st Terrace**

Steve Noll, 4500 West 71st Terrace, stated they are seeking a variance to allow an addition to the existing structure to be placed closer than 25 feet to the rear property line. He noted the existing building encroaches into the required rear yard slightly on the northeast corner (approximately 2' to 3'). An existing screened porch is off-set from this corner to the south, but due to the angle of the lot also encroaches into the required rear yard on the northeast corner of the screened porch (approximately 2' to 3'). The odd shape of the lot makes it very difficult to add to the existing structure. Mr. Noll noted that a similar variance was needed several years ago for his home at 4500 West 71st Terrace. They are proposing to replace the screened porch with an enclosed addition and new balcony, that would encroach into the required rear yard approximately 10'7" at the deepest point (northeast corner), but is in compliance at the southeast corner.

Chris Brewster noted the addition is 1.5 stories with a gabled roof facing the rear lot line, and with dormers facing both the side lot line and interior of the lot. A proposed balcony on the upper level also encroaches into the setback and is centered on the addition, but due to the angle of the lot, it does not encroach as much as the deepest point at the northeast corner of the proposed addition. Some dormers are also proposed on the front and rear elevations with these elements meeting all applicable standards.

Chairman Gregory Wolf opened the public hearing on application BZA2017-01. With no one wishing to address the Board the public hearing was closed at 6:35.

James Breneman asked if there had been any opposition expressed regarding the application. Joyce Hagen Mundy noted that the City had received communication from three property owners stating they had no objection to the requested variance. Wes Jordan reported that the adjacent property owner had come into city hall to review the plans and was not supportive of the variance but would be unable to attend this meeting.

Steve Noll stated that he met with that neighbor over the weekend and discussed the requested variance. He felt the addition planned was beautiful and asked that the property not be rented out. Their concerns were with the potential impact the addition would have to their property value and property taxes.

The Board reviewed the criteria required for granting a variance as presented in the staff report.

A. Uniqueness

That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape, or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.

This lot is located on an exterior curve of a street. It produces a long and curved front lot line, but a short rear lot line due to the "pie-shaped" lot resulting from this curve. Further, due to the lot configurations within this block, the rear lot line of this lot and the lot immediately to the south and east is on an angle. For the subject lot, this results in a longer side lot line on the southeast side of the lot and a shorter lot line on the northwest side of the lot. As a result the rear lot line and rear setback line created by definition is not parallel to the front building line and street, but rather is skewed on the lot. The affect of this is that the north rear setback line impacts the buildable footprint more substantially than the west portion.

James Breneman moved the Board finds favorably on Criteria A "Uniqueness". The motion was seconded by Nancy Wallerstein and passed unanimously.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.

Although this is a rear setback variance request, the proposal impacts the buildings to the north most significantly - at location where the side setback controls the relationship of these two buildings. The proposed addition meets all required side setbacks. The closest portion of the building to the structure to the north is the southeast portion of the existing building (approximately 13' 10" between structures at the closest point, but further in most other areas due to the angle of each building and the varied massing and

offsets in each building footprint.) The requested variance encroachment to the rear may also impact the lot that shares a rear lot boundary with the subject lot. It too has an angled rear lot line resulting in a skewed building footprint. The existing structure is substantially further from the subject house and due to the configuration of all lots on this block and corner, the side setbacks will enable structures to be nearer to one another than would the rear setbacks. (for example, the lot immediately to the north is approximately 10' from its rear lot line due to its corner orientation, resulting in these two homes being much closer than the impact of the subject request - this having a more of a side-side orientation, rather than rear-side orientation)

James Breneman moved the Board find favorably on Criteria B "Adjacent Property". The motion was seconded Nancy Wallerstein and passed unanimously.

C. Hardship

That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property.

This is a "pie-shaped" lot with approximately 95' of frontage along the front lot line, but approximately 37' of lot line along the rear lot line, resulting in a skewed permitted building footprint for this lot. The existing building footprint is typical of homes in the area but smaller than most, and due to its orientation and the configuration on this lot, it does not fit within the permitted building footprint (a small portion of the northeast corner encroaches into the setback). Therefore, any addition to the existing building would not be possible without increasing this encroachment into the required setbacks in some manner.

James Breneman moved the Board find favorably on Criteria C "Hardship". The motion was seconded by Nancy Wallerstein and passed unanimously.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

The proposed building complies with all other setback and building coverage standards and is consistent with the architectural character of the existing building and enhances the character of the neighborhood, as it is representative of many buildings in the vicinity.

James Breneman moved the Board find favorably on Criteria D "Public Interest". The motion was seconded by Jonathan Birkel and passed unanimously.

E. Spirit and Intent of the Regulation

That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

The extent of the deviation is modest compared to the shape of the lot and the resulting permissible building footprint. The addition is centered on the back of the home (off set from the prevailing side building line at the corner), and tapers to where it is fully compliant with the required rear setback towards the center of the lot. Further, the offsets in the building footprint do not place any portion of the proposed addition closer to

the nearest adjacent building than the northeast corner of the existing building, which will remain the closest point between two buildings. The addition ties into the rooflines of the existing building with a gable running perpendicular to the ridge line of the existing roof, matching the current building heights. The angles of the roof of the addition and dormers also place the highest point of the addition at a more central portion of the lot where the encroachment into the required rear setback is slight.

Jonathan Birkel moved the Board find favorably on Criteria E "Spirit and Intent of the Regulation". The motion was seconded by James Breneman and passed unanimously.

Chairman Gregory Wolf asked the applicant if he had reviewed conditions of approval recommended by staff and was in agreement with them. Mr. Noll stated they had and are in agreement with the conditions.

Nancy Wallerstein moved that the Board having found all criteria to have been met approve BZA 2017-01 the staff criteria and approve BZA 2016-05 granting a variance for a reduction of the rear yard setback from 25 feet to 14 feet 5 inches only for the extent shown on the plans, specifically only to allow an encroachment of up to 10' 7" at the northeast corner of the proposed addition and that the variance be recorded with the County Register of Deeds with one year of approval. The motion was seconded by Melissa Brown and passed unanimously.

OLD BUSINESS

There was no Old Business to come before the Board.

NEXT MEETING

Board Secretary Joyce Hagen Mundy reported an application for a variance has been filed and the Board will meet May 2, 2017.

ADJOURNMENT

Chairman Gregory Wolf adjourned the meeting of the Board of Zoning Appeals at 6:45 p.m.

Gregory Wolf
Chairman

PLANNING COMMISSION MINUTES
April 4, 2017

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 4, 2017 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Melissa Brown, Patrick Lenahan, Gregory Wolf, Jeffrey Valentino, James Breneman and Jonathan Birkel.

The following persons were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; Wes Jordan, Assistant City Administrator; Serena Schermoly, Council liaison; Mitch Dringman, Building Official and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

Gregory Wolf moved for the approval of the minutes of the March 7, 2017 regular Planning Commission meeting as presented. The motion was seconded by Patrick Lenahan and passed by a majority with Mr. Breneman abstaining.

PUBLIC HEARINGS

There were no Public Hearings to come before the Planning Commission.

NON PUBLIC HEARINGS

**PC2017-012 Site Plan Approval for a Shade Structure
Asbury United Church Children's Center
5400 West 75th Street**

Adam Winzenried, 9521 Linden and member of Asbury Church, and Ann Porter, 5400 West 75th Street Director of the Children's Center appeared before the Commission to present an application for site plan approval for a proposed shade structure over the existing playground for the church's children's center that cares for 87 students. The play area is located on the southwest corner of 75th Street and Ash.

Patrick Lenahan asked if the shade structure was a permanent or temporary structure. Ms. Porter replied that it was a permanent structure. Mr. Winzenried added that the shade material is temporary and will be removed during the winter months.

Chris Brewster stated the proposed shade structure will be approximately 30' x 30', and have a maximum height of 14.' It is proposed to be located over the existing play equipment on the east side of the play area. The structure will be at least 20' back from the 75th street lot boundary and approximately 40' + from the Ash street lot boundary. This meets all required setbacks in R-1B for the subject lot (Lot 17 orienting towards Ash Street) and if the campus were treated as a whole (4.19 acres orienting to 75th street - unenclosed structures can encroach up to 12' into the front setback, or up to 18'

(required 30' setback). Further, this property is planned and designed as a campus, so despite meeting the all of the above standards applicable primarily to single-family homes, the proposed location is consistent with the overall campus layout of the property. The applicant owns all lots directly abutting the subject lot to the west, south and east.

The applicant gave notice and held a neighborhood meeting according to the Citizen Participation Policy. No one attended the meeting.

Jonathan Birkel confirmed that when the shade fabric is removed that the supporting poles will remain.

Nancy Wallerstein asked what color the shade structure would be. Ms. Porter replied green and taupe.

Jonathan Birkel noted that 75th Street is a major commercial corridor asked staff if the city had any guidelines on what can be located on the streetscape. He has some concern with this type of structure at this location and the potential setting of precedence in granting approval. He is not sure it fits the streetscape. Nancy Wallerstein responded that she views this as similar to the Westlake garden structure that is also in a commercial location. Melissa Brown stated understood Mr. Birkel's concerns, but based on the type of fabric proposed she is not concerned with its appearance at this location. Mr. Birkel replied that he felt it would be more appropriate in the back of the lot, not abutting 75th Streets. Mrs. Wallerstein noted that because of the slope of the land the primary view will be of the top of the shade structure.

James Breneman noted this is on a church property with a playground and feels it fits into the area. Mrs. Wallerstein noted that she believed Prairie Baptist Church, at 75th & Roe also has a shade structure visible along Roe and asked what would determine when the structure comes down.

Jeffrey Valentino noted that the construction of a more permanent structure would be more costly to the church and asked how the city could address the maintenance of this structure. Chris Brewster replied that a condition of approval could be added to address the maintenance. Mr. Wolf asked the applicant if that was acceptable. Mr. Winzenried responded that their intention is to provide maintenance to extend the life of the product and would not have an issue with that condition of approval. Mr. Wolf asked how long the structure's cover would be on. Ms. Porter replied that would be determined by the weather conditions, but she anticipated eight to nine months. Mr. Valentino asked if it would be possible to remove the metal posts. Mr. Winzenried replied it is not as they are cemented into the ground.

The Planning Commission reviewed and concurred with the following criteria for approval as presented in the staff report:

- A. The site is capable of accommodating the buildings, parking areas, and drives with the appropriate open space and landscape.**

The site is an existing church / campus that have been functioning at the same level of activity for several years. The site meets all applicable standards, and the proposed accessory structure will not cause any increase in activity on the site.

B. Utilities are available with adequate capacity to serve the proposed development.
This site is currently served by utilities and they should be adequate to serve the proposed use.

C. The plan provides for adequate management of stormwater runoff.
No changes in the existing site are proposed and therefore storm water runoff will not be affected.

D. The plan provides for safe ingress/egress and internal traffic circulation.
The existing parking area on the west side will provide adequate ingress/egress for the current uses of the site and campus. Additionally, Ash Street provides secondary access to the church and campus on the east side of the existing play area. Ash Street also has a pedestrian bridge and passage on the north end that provides access to the church/campus and the play area via Tomahawk. These existing conditions have served this site well and there is no anticipated increase in activity from the proposed accessory structure.

E. The plan is consistent with good land planning and site engineering design principles.
The proposed accessory structure is serving an existing play area within the campus. Design concepts from similar structures are provided and specifications for this specific structure are included with the application.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.
The proposed structure is compatible with the design and use of the overall play area. It is located to meet all applicable setbacks. There is some existing vegetation associated with the play area, and located along the 75th Street frontage, so the applicant should clarify the intent of the overall landscape / streetscape in this area with regard to the design and function of the shade structure.

G. The plan represents an overall development pattern that is consistent with Village Vision and other adopted planning policies.
One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The existing use and campus design is consistent with this component of Village Vision and the proposed accessory structure will assist the Church and Children's Center in its mission.

Gregory Wolf moved the Planning Commission approve PC2017-102 granting site plan approval for the placement of an accessory shade structure as presented at 5400 West 75th Street subject to the following conditions:

1. That the structure be constructed per the attached site plan and specifications, and at the time of building permit, all other building code and safety aspects applicable to the structure be verified through staff permit reviews.
2. That the applicant confirm any immediate or longer-term landscape elements with regard to the play area and the shade structure, and further the Planning Commission consider if any of these activities would trigger any streetscape / landscape improvements along 75th Street.
3. That the applicant maintain the structure in good repair and property maintenance and should the maintenance or aesthetics become an issue staff can require removal, repair or proper maintenance.

The motion was seconded by James Breneman and passed unanimously.

PC2017-103 Temporary Use Permit - Summer Treatment Program at 4801 West 79th Street by Children's Mercy Hospital

Tina McKown, with Children's Mercy Hospital, 15520 College Blvd., Suite 365, Overland Park, appeared before the Commission to present an application for a temporary use permit for their annual eight week Summer Treatment Program for approximately 50 children with ADHD. The program will be held at Kansas City Christian School from June 12, 2017 through July 28, 2017. The hours of operation will be 7:30 am to 5:30 pm; Monday, Tuesday, Wednesday, and Friday; and 7:30 am to 8:00 pm on Thursday. Staff will train the previous week, June 5th through June 9th. The program will use several classrooms, the lunch room, the gymnasium, and the outdoor playgrounds. The proposed Summer Treatment Program will use the existing building, parking lots, and outdoor areas. No changes will be made to the property.

Chris Brewster stated the Planning Commission approved the same Summer Treatment Program in 2014, 2015 and 2016. Kansas City Christian School and the City have not received any complaints regarding the use. Since the short-term use is for more than 30 days, it requires Planning Commission approval.

The Planning Commission reviewed and concurred with the following analysis of the application as prepared by staff:

- 1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood.**

The applicant has provided a detailed description of the proposed operation, as follows: The applicant has submitted a description of the program, floor plans of the area to be used. The applicant stated on the application that the program will be provided from 7:30 am to 5:30 pm; Monday, Tuesday, Wednesday, and Friday; and from 7:30 am to 8:00 pm on Thursday from June 12th until July 28th. Staff training will occur from June 5th through June 9th. There will be approximately 50 children and 27 staff (20 counselors, 2 teachers, and 5 psychologists). There will be no external changes to the facility or grounds so it should have no adverse effects on the neighborhood. The program will use

approximately 50 parking spaces for either drop of or day parking. The site is more than adequate to accommodate them. This provides a needed service for the community and is a good use of a facility that would remain unused for the summer.

2. **If approved, a specific time period shall be determined and a short-term permit shall not be operated longer than the period stipulated in the permit.**

The applicant has requested that the short-term use be approved for the period from June 12, 2017 through July 28, 2017, with staff training June 5 through June 9, and that would be the maximum time of operation that would be permitted.

3. **Upon cessation of the short-term permit, all materials and equipment shall be promptly removed and the property restored to its normal condition. If after giving full consideration to the effect of the requested short-term permit on the neighborhood and the community, the Planning Commission deems the request reasonable, the permit for the short-term use may be approved. Conditions of operations, provision for surety bond, and other reasonable safeguards may be written into the permit. Such permit may be approved in any zoning district.**

There will be no external changes to the building and grounds; therefore, no adverse effects on the adjacent neighborhood.

Gregory Wolf moved the Planning Commission approve PC20117-103 approving a Temporary Use Permit for the operation of an ADHD Summer Treatment Program at 4801 West 79th Street subject to the following conditions:

1. That the temporary use permit for the ADHD Summer Treatment Program be approved for a period from June 12, 2017 through July 28, 2017, with staff training June 5 through June 9.
2. That the hours of operation shall be from 7:30 am to 5:30 pm on Monday, Tuesday, Wednesday, and Friday, and 7:30 am to 8:00 pm on Thursday.
3. That the Summer Treatment Program use the existing building, parking, driveways, and playgrounds and will make no external changes to the property.
4. That the applicant properly maintain the exterior area of the property and will leave it in an acceptable condition when the program ends on July 28th 2017.

The motion was seconded by Patrick Lenahan and passed unanimously.

OTHER BUSINESS

Staff Interpretation on Solar Panels

Chris Brewster noted that staff has received an application for solar panels on a single-family home, which has raised an interpretation issue. This issue has been encountered by staff in other recent applications, and also impacts past applications that pre-date current staff. Staff is seeking Planning Commission input on their interpretation of the code and to provide direction for the processing of future applications.

The current regulations address alternative energy systems, and expresses the intent to encourage the use of alternative energy systems and that "the use of alternative energy systems is in the general welfare of its residents." [19.50.005]

This section also establishes compatibility standards to protect neighborhood character, that if met are intended to encourage the appropriate design, location and placement of solar energy systems, and allow administrative permits for all applications that meet the standards. Specifically, the ordinance establishes a preference for the following:

1. Panels on sloped roofs should be concealed from view at the street level.
2. Panels on sloped roofs should be either directly mounted on the roof or integrated into the roof so they form part of the roof itself.

However, the elements of directly mounted and integrated are not adequately defined. Research of typical industry applications reveals the following five differing degrees

1. Rack mounted; Projects off the roof. These are not allowed by Prairie Village code.
2. Roof mounted - Directly on the roof but with low-profile and the rack not visible, Does not "project" off the roof. These are not allowed by Prairie Village administratively, only allowed through Planning Commission site plan approval or allowed as directly mounted with limitations.
3. Roof mounted - directly on roof with fasteners but not on a rack. These are permitted by code.
4. Integrated - panels integrated into the roof structure, but surface and appearance is different from the roof tiles. These are permitted by code.
5. Integrated/"Stealth" - panels disguised as roof tiles and/or roof tile that is the solar panel. These are permitted by code.

Mr. Brewster stated that types 3, 4 and 5 are clearly enabled by the regulations. Type 1 is clearly prohibited. Type 2 is the most common application of solar panels. However, the following section of the standards has competing or conflicting interpretations.

19.50.010 D. Compatibility

1. *Any solar energy system incorporated into residential facility shall be integrated into the basic form and main structure of the residence. All active systems shall be roof mounted with the collector panels integrated into the roof either directly mounted against the roof or integrated into the roof so that they form pa part of the roof itself. Mounting arrangements, which allow the collectors to project above the roof line, such as "standoff" or "rack" mounting arrangements are not allowed.*

The Type 2 installation above appears to be consistent with many aspects of the above - it is "directly mounted" on the roof since it is flush with the roof plane and the mounting mechanism is not visible. However it may also conflict with a literal interpretation since there technically is a "rack" and it does slightly "project above the roof." The difficulty with this literal interpretation is that Types 3 and 4 also share these same attributes, even though they are clearly enabled. Further, using the literal interpretation would seem to negate some of the other compatibility standards that deal with the appearance and screening of mounting mechanisms (i.e. all panels need to be mounted with some type of system). The ordinance assumes this and has performance criteria dealing with the visibility and profile of the mounting mechanism; this would seem to indicate that

Type 2 should be permitted. Additionally, staff was made aware of several applications of Type 2 installations that were approved at the staff level over the past several years. Type 2 installations are also the most common installation, and industry best practices suggest that although these panels could be mounted flush on the roof surface (similar to the Type 3 example), this is not recommended. To function at peak efficiency, these panels need small amounts of ventilation below them and if not the panels become quite hot and can damage surfaces below.

With these considerations, and reading the ordinance as a whole - particularly with the intent of the ordinance, staff suggests that a proper interpretation is that Type 2 installations should be allowed through an administrative permit provided the following are met:

1. It is located on a non-street facing roof plane. [This meets the 19.15.010D.2 performance criteria of "concealed from view at street level"]
2. The mounting brackets either are concealed under the framing or are otherwise colored consistent with the roof structure so as not to be visible from adjacent property. [this reinforces the prohibiting of "standoff or "rack" mounting]
3. The panels be mounted along the same plan and parallel with the roof pitch. [this reinforces the prohibiting of "standoff or "rack" mounting]
4. The entire system not rise above the roof plane more than 5" [this would be consistent with the profile of other "directly mounted" applications which are allowed, it would allow the best industry practice for efficient performance with some ventilation, and also reinforces the prohibition of "standoff" or "rack" mounting]

Gregory Wolf asked what the reason was for the denial of type 2. Mr. Brewster replied probably aesthetic concerns and visibility. However, this becomes a matter of degree of visibility.

Nancy Wallerstein noted this technology is constantly changing and this code was adopted several years ago.

James Breneman stated he supported allowing type two with the conditions stated that the panel is no more than 5" above the plane of the roof. He noted there is a problem with this language for homes that do not face the street and have hip roofs. Mr. Brewster replied that can be addressed in the proposed overall revisions to this chapter.

Mr. Wolf asked what volume of solar permit applications were received by the City. Mitch Dringman, Building Official, responded that the percentage was low, but noted that he currently has one under review. He stated that he is comfortable with the proposed interpretation. Mr. Brewster stated that he expects to see more applications in the future and would like to be able to have type 2 installations approved administratively under the proposed language.

James Breneman moved the Planning Commission direct staff to interpret the ordinance to include type 2 solar installations as directly mounted on the roof and to be

administratively approved under the conditions recommended. The motion was seconded by Gregory Wolf and passed unanimously.

Mitch Dringman asked for clarification from the Commission as to whether the five inch restriction was based on the measurement of the rack or the measurement of the total installation including the panel. The Commission confirmed its intent to be a total installation height of five inches.

Jim Breneman moved that condition number four be revised to clearly state that the entire system height shall not rise above five inches. The motion was seconded by Mr. Wolf and passed unanimously.

Staff Update on Zoning Update Discussion

On March 20, 2017, staff presented to the City Council areas of the Zoning Code that it feels needs to be updated. Mr. Brewster stated the goal of the revisions would be generally to address small clean-up items, simplifying and reorganizing the code to be more user-friendly. The areas identified and presented by Mr. Brewster were the following:

- Special Use Permits
- Conditional Use Permits
- Wireless Facilities Sign Guidelines & Standards
- Alternative Energy Systems (Solar Panels)
- Residential Zoning (Phase II)

Special Use Permits/Conditional Use Permits

Mr. Brewster noted that most cities view these as the same; however, over time Prairie Village has separated them with Special Use Permits having a higher threshold requiring a public hearing and approval of the Governing Body for a specified list of uses. Conditional Use Permits have conditions of approval identified and require only the approval of the Planning Commission. These are generally more standard uses such as maintenance facilities, satellite dish antennas, utility boxes and drive-thru facilities. Proposed revisions would look at the identified uses, approval processes and possible combination of the two.

Wireless Facilities

Mr. Brewster noted that this chapter is currently being revised by David Waters with Lathrop & Gage. Several changes are required to meet the revised regulations in this area. This is an evolving area that needs immediate attention.

Sign Guidelines and Standards

In addition to the standard sign regulations, the city code requires multi-tenant commercial buildings to have property specific sign standards. This regulation was established to maintain uniformity and consistency in signage for commercial areas. Mr. Brewster and codes staff have found these to be difficult to deal with. They generally address letter style, height and logos addressing sign specifications more than sign standards which are addressed in the code. Staff would like to get away from property

specific sign standards and only require compliance with general sign standards as specified by the city's code addressing quantity of signs, size and area.

Alternative Energy

The current code was adopted in 2012. The terminology used is not clear and difficult to enforce consistently and in accordance with current industry standards. This would be the opportunity to address the issue raised by Mr. Breneman.

Phase II Residential Zoning

After the adoption of the latest revisions to the residential zoning regulations, the City Council directed staff to wait to see the impact of those changes before proceeding on any further design restrictions. In the consideration of the repeal of the Countryside East Homes Association Design Guidelines, Planning Commission members asked what the status of Phase II was noting that it could be a way to address some of the concerns of the Countryside East residents. The City Council authorized staff to review the zoning code items identified and look at Phase II residential design items separately with volunteers bringing back to the Governing Body a list of items to be considered in the Phase II process.

Staff Update on Countryside East Overlay District

Wes Jordan reported that staff facilitated and participated in back-to-back meetings last week. The first meeting on Wednesday lasted until 10 pm and the second meeting on Thursday lasted until 10:15. There were approximately 25 households that attended over the course of both nights, which is fairly low turnout as there are approximately 300 households in the HOA. The HOA is going to poll its residents through a survey. Staff met with the Homes Association Board and provided the following information to include in the survey:

1. Staff Preference - Repeal of the Countryside East Overlay
2. Staff Would Consider Support - HOA would have first right of review prior to permitting
3. Staff Would Consider - A revamped version of the Overlay that narrowly defines "must haves" with measurable objectives and the appeal procedures shifting to a City process.

The HOA will be holding another meeting on April 18th for continued discussion with their residents in preparation for the matter to be heard again by the Planning Commission on May 2nd.

Mr. Jordan advised that the Homes Association may ask for another continuance on May 2nd. The following options are being considered:

- That the Overlay District be repealed
- That the Homes Association become more actively involved with applications first being reviewed by the Homes Association for compliance with their Overlay District Guidelines prior to submittal to the City for a building permit. This is similar to the process followed by Town & Country Homes Association and Corinth Downs.

- That the Overlay District Guidelines be revised covering items that the city can enforce with the appeals process going through the city and not the homes association.

Mr. Jordan advised that the Homes Association Board remains supportive of the repeal of the Overlay District.

NEXT MEETING

The Planning Commission Secretary confirmed applications have been received for consideration by both the Board of Zoning Appeals and the Planning Commission on May 2nd.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 8 p.m.

Nancy Wallerstein
Chairman

TREE BOARD
City of Prairie Village, Kansas

Minutes (Draft)

Wednesday – April 5, 2017 6:00PM Meeting
Public Works – Conference Room
3535 Somerset Drive

Board Members: Deborah Nixon, Rick Howell, Frank Riott, Kevin Dunn Tom Brown.

Other Attendees: Suzanne Lownes

- 1) **Review and Approve minutes from March 1, 2017 meeting** - Motion by Deborah Nixon to accept the minutes, seconded by Frank Riott. **Approved unanimously.**

- 2) **Arbor Day**
The Arbor Day event will be Saturday, April 29th at 9:30am at Weltner Park. Rick Howell stated that he was working on getting the Swamp White Oak tree donated from Rosehill Gardens as well as purchasing a Green Giant Arborvitae for the Earth Day Event. Rick Howell will coordinate with Suzanne Lownes on getting the tree picked up from Rosehill Gardens. Rick Howell stated that he will go mark the location for the planting as well. Deborah Nixon said that she would say a few words about Arbor day and the Swamp White Oak during the event. Frank Riott stated he would talk about the Fall Planting project.

- 3) **Tree Board Priorities**
 - a) **Street Tree Planting** - Frank Riott presented the information that he had researched for options for the Fall Street Tree Planting Event. He had two options:
Option 1: Heartland provide volunteers only to plant 10 - 30 trees for \$650 for the work day. The Tree Board would be responsible for purchasing and delivery of the trees, coordinating locates, notifying homeowners and providing water bags.
Option 2: Heartland would coordinate the entire event including volunteers, purchasing and delivery of trees, coordinating locates, hanging flyers to homeowners and providing water bags for \$1,000 + \$150 per tree so for 15 trees that would cost \$3,250 (\$216/Tree) and for 30 trees that would cost \$5,500 (\$183/Tree). The board discussed both options and feel that Option 2 would be the best option as the tree prices would be greater for Tree Board to obtain and get delivery of the trees and it covers all the other items. It would make for a very seamless and cost efficient event. Suzanne Lownes brought up that her and the Public Works Director had spoken about it being a good idea for the Tree Board to make a presentation to Council to update them on the project and how the Board is striving to make this an annual event to promote trees in Prairie Village. Frank Riott stated that he will bring an updated informational sheet to the next meeting. Frank Riott brought up a video that he had seen about the value of trees which he thought would be beneficial in their presentation to Council.

 - b) **Earth Day** - Earth Day will be at Shawnee Mission East from 10am - 3pm on April 15th. Deborah Nixon and Frank Riott will be attending to staff the Tree Board table. Kevin Dunn stated that he might be able to make it by for awhile. Deborah Nixon will pick up the give-away tree on Friday, April 14th.

 - c) **Boy Scout Work Day** - Suzanne Lownes updated the group that the Boy Scout Work Day is scheduled on May 13th at Harmon Park and potentially Porter Park if time and resources allow. Suzanne Lownes will pull up the list and see what we have for those 2 parks as far as signage that needs to be placed. She will also contact Jonathan about his map feature to help locate those trees.

- 4) **Old Business**
There was no old business.
- 5) **New Business**
There was no new business
- 6) **The next meeting agenda** - The next meeting be **Wednesday, May 3, 2017.**

The meeting adjourned at 7:15 p.m. Minutes prepared by Suzanne Lownes

PARKS AND RECREATION COMMITTEE

March 8, 2017

6:30 PM

City Hall

MINUTES

The Parks and Recreation Committee met at 6:30 PM at City Hall. In attendance: Vice Chair Sheila Meyers, Diane Mares, Dianne Pallanich, Matthew Geary, Carey Bickford, Elizabeth Johnson, Kevin Letourneau, and Clarence Munsch. Staff: Alley Williams and James Carney.

Public Participation

- Ryan Jordan, at 79th and Fontana, spoke to the Committee about the park renovations at Taliaferro Park and how he believes the new upgrades are not kid friendly and he has safety concerns. He recommended not necessarily taking the playground out, but adding a structure next to it to make it safer. A few Committee members shared Mr. Jordan's concerns. Ms. Williams informed Mr. Jordan and the Committee that there was a public open house to discuss the new playground renovations and no concerns were expressed at that time. She also noted that staff was aware of the situation and had heard concerns from other residents as well.

Consent Agenda

1. Minutes from January 11, 2017 and February 8, 2017
- It was moved and seconded to approve the minutes from the January 11, 2017 and February 8, 2017 meetings. The motion passed unanimously.

Reports

1. Public Works Report
 - Mr. Carney reported that Public Works staff were assessing the conditions at the pool bathhouse. Staff is currently working on getting the parks ready for the spring. Ms. Bickford asked about the status of resurfacing the baby pool and Mr. Carney responded that was part of the assessment. The pool could potentially be resurfaced or there might have to be more invasive work done.
2. Recreation Report
 - Ms. Williams informed the Committee that Pool Manager Joel Rios was leaving the Prairie Village Pool after 11 seasons to spend more time with family and that staff was currently recruiting for the position. Mr. Rios will be assisting with the preparation of the 2017 season and staying on with the City until Memorial Day.
3. Chairperson's Report
 - Vice Chair Meyers informed the Committee that she and Chairman Gallagher had asked the Teen Council to put together a program list. She said it was a great list and that Mr. Gallagher will be speaking to staff about it and the list will then

be shared with the Committee at a later date. Ms. Meyers also requested the Parks & Recreation Committee webpage be updated with the new members.

New Business

- No new business was discussed.

Old Business

- No old business was discussed.

Information Items

- May 10, 2017 – Next Committee Meeting will be at 5:30 PM for the annual parks tour.

Adjournment – Meeting was adjourned at 6:50 PM.

Prairie Village Arts Council
Wednesday, March 8, 2017
5:30 p.m.
Prairie Village City Hall - 7700 Mission Road
Multi-Purpose Room

Meeting Minutes

The Prairie Village Arts Council met at 5:30 p.m. in the Multi-Purpose Room. Members present: Dan Andersen (chair), Shelly Trewolla, Betsy Holiday, Art Weeks, Stephen LeCerf, and Ada Koch. Also present was Eric Mikkelson (Council Liaison), Wes Jordan (Assistant City Administrator), Barb Fisher (Administrative Assistant), and Teen Council Representative - Haoyang "Helen" Sun.

Minutes - were approved as presented. Dan Andersen did note the 2018 Budget request amount increased from \$10,000 to \$13,500.

Council Update - Councilman Mikkelson informed members of the following items: the "Committee on Committees" was reforming and he is a member as assigned. While he does not know the extent of the meeting agenda, he asked members to provide any additional information that could be helpful.

Mr. Mikkelson also provided an update to the discussion with First Washington regarding the location of the donated sculpture to possibly be placed in the vicinity of 71st and Mission Road. The area that appears to be the most feasible is located on the southeast corner of the intersection. There will be continued dialogue with First Washington and Eric will recontact them to let them know the donor was open to that location. Wes Jordan will also check with Public Works and determine possible placement of the statue in relation to the Right of Way.

Financial Report - Wes Jordan provided a budget report (attached) for the following fund balances: *RG Endres Gallery* - \$6,708.32 and the *Municipal Arts* - \$16,458.87 for a total of \$23,167.19.

Exhibits/Receptions

March Exhibit - Stephen LeCerf will be curating the arts exhibit on March 10th. Stephen also informed the Council that one of the frames on the art was damaged during set up. Dan Andersen, Shelly Trewolla, Betsy Holiday, Art Weeks, Ada Koch, and Barb Fisher also plan to attend the event and assist. Stephen also explained there was an unforeseen cost in postcard advertisements because the printing company use to produce the card in-kind and this time there was a charge. The Arts Council authorized the overage to not exceed \$100.00.

Ongoing Business

Future of the Arts - continued planning discussion, no formal action taken.

Social Media - no discussion or formal action taken.

Gallery Display options - Ada Koch provided an update on track system options and provided printed examples from Artistic Solutions. The Arts Council approved the purchase of the aluminum track system, associated hangers, and track lighting for an amount to not exceed a total of \$500.00 (\$250.00 hanging system and \$250.00 lighting).

Then and now, changes to gallery exhibits - Dan Andersen led discussion with input from Barb Fisher on the need for post cards to advertise and promote art exhibits to include electronic distribution. Barb also informed the Council the e-mail distribution list needs to be updated.

Gallery Exhibits

2018 Seniors juried art competition - continued discussion, no formal action taken.

2018 National Photography Show - continued discussion, no formal action taken

New Business

Future of Arts Expenses - Authorized an amount not to exceed \$3,000.00 as approved in the 2017 Budget.

Next Meeting - The next meeting will be at 5:30 p.m. on May 10, 2017.

Adjournment – The meeting was adjourned at 7:14 p.m.

CITY OF PRAIRIE VILLAGE PROCLAMATION

**MUNICIPAL CLERKS WEEK
MAY 7 THROUGH MAY 13, 2017**

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Laura Wassmer, Mayor of the City of Prairie Village, do recognize the week of:

May 7 through May 13, 2016, as Municipal Clerks Week,

and further extend appreciation to our Municipal Clerk staff: Joyce Hagen Mundy, Meghan Buum, Barbara Fisher, Michele Caldwell and Dana Alanis and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Mayor Laura Wassmer

City Clerk

Date



CITY OF PRAIRIE VILLAGE

Proclamation

**National Police Week
May 14 through May 20, 2017**

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Prairie Village Police Department; and

WHEREAS, there have been 15,548 assaults against law enforcement officers in 2015, resulting in approximately 14,453 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2016 and 251 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, on the evening of May 13, 2017; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will take place this year on May 15-21; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

Now, therefore, I, Laura Wassmer, Mayor of the City of Prairie Village, do hereby proclaim

May 14 through 20, 2017 as "Police Week"

In the City of Prairie Village, Kansas and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Mayor Laura Wassmer

City Clerk

Date





CITY OF PRAIRIE VILLAGE

Proclamation

National Public Works Week May 21 through May 27, 2017

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, I, Laura Wassmer, Mayor of the City of Prairie Village, do hereby proclaim the week of

May 21 through 27, 2017 as "National Public Works Week"

in The City of Prairie Village, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.



Mayor Laura Wassmer

City Clerk

Date

**Council Members
Mark Your Calendars
May 15, 2017**

May 2017
May 24 Jackie Keiman-Hale and Sean Ward in the R.G. Endres Gallery
May 27 Northeast Johnson County Leadership Northeast Graduation
Prairie Village Pool Opens

June 2017
June 2-4 Jean Wender and Janey Greene in the R.G. Endres Gallery
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

July 2017
July 3 Dion Hitchings and Sonia Jones in the R.G. Endres Gallery
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 7 Moonlight Swim- Pool Complex remains open until 10 p.m.
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.