

Members of the Governing Body will participate by video call-in only due to the COVID-19 pandemic. The public will be able to view the meeting at:

<https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, May 17, 2021
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **PRESENTATIONS**

Dr. Andy Bowne, President of Johnson County Community College

VI. **PUBLIC PARTICIPATION**

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name, address, and email address prior to 3 p.m. on May 17. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email cityclerk@pvkansas.com prior to 3 p.m. on May 17 to be shared with Councilmembers prior to the meeting.

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. Approval of regular City Council meeting minutes - May 3, 2021
- 2. Approval of Expenditure Ordinance #3002

VIII. **COMMITTEE REPORTS**

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. OLD BUSINESS

XII. NEW BUSINESS

COU2021-43 Consider design agreement with Affinis Corporation for the design of Nall Avenue, 79th Street to 83rd Street (2022 CARS)
Melissa Prenger / Keith Bredehoeft

COU2021-44 Consider construction contract for the 2021 residential street rehabilitation program
Melissa Prenger / Keith Bredehoeft

COU2021-45 Consider approval of a contract with Amino Brothers Co., Inc. for the 2021 Street Repair Program
Melissa Prenger / Keith Bredehoeft

COU2021-46 Consider approval of Public Works furniture package
Melissa Prenger / Keith Bredehoeft

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

2022 Budget presentation
Nickie Lee

XIV. ANNOUNCEMENTS

XV. ADJOURNMENT

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, etc., 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 3, 2021**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 3, 2021, at 6:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance remotely via Zoom: Chad Herring, Jori Nelson, Inga Selders, Ron Nelson, Tucker Poling, Bonnie Limbird, Sheila Myers, Piper Reimer, Dan Runion, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present via Zoom: Byron Roberson, Chief of Police; Keith Bredehoeft, Public Works Director; Melissa Prenger, Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Graham Smith, Gould Evans; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for May 3, 2021. Ms. Reimer seconded the motion, which passed unanimously.

PRESENTATIONS

- **End of session update** - Stuart Little of Little Government Services provided updates on the current legislative session.
- **National Police Week proclamation** - Mayor Mikkelson read a proclamation designating the week of May 9 through 15, 2021 as National Police Week.

PUBLIC PARTICIPATION

No requests to address the Council were received.

CONSENT AGENDA

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



1. Approval of regular City Council meeting minutes - April 19, 2021
2. Consider appointment to the Insurance Committee
3. Purchaser request for police vehicle

Mr. Runion asked to remove item #1 for further discussion.

Mrs. McFadden made a motion to approve consent agenda items #2 and #3. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves, Gallagher. The motion passed unanimously.

Mr. Runion asked that the words “and interest” be added to the following sentence of his Pension Committee Report:

“Mr. Runion said that Jeff White of Columbia Capital gave a presentation on pension obligation bonds and interest at the Police Pension Committee meeting the prior week.”

Mr. Runion made a motion to approve item #1 as amended. Mrs. Myers seconded the motion, which passed unanimously.

COMMITTEE REPORTS

- Planning Commission
 - **PC2021-106: Consider Ordinance 2448 to approve a revised special use permit for a senior living facility at 7105 Mission Road**

Graham Smith stated that the Brighton Gardens senior living facility had originally been built in 1997 in accordance with a special use permit approved by the City. The facility was constructed with 164 beds and 134 living units for both assisted living and skilled nursing care. The existing structure is a combination of one-story and three-story construction, with a three-story central mass facing Mission Road.

Mr. Smith said that the applicant was proposing an addition and remodel to reconfigure interior spaces. The changes would not add capacity, but instead bring the amenities, care facilities and living units more into compliance with typical industry offerings for care services. He added that the changes would not bring the use beyond the current licensed bed count.

The addition would include an expansion of the building footprint in two locations: a one-story extension to the rear of the south wing, and a one-story expansion that would connect the rear of the north wing to the side of the south wing. There would also be a second story added to the central



portion of the structure connecting to the three-story portion at the front of the structure.

The building and site meet both height and setback standards for the R-1B zoning district, which allows senior care facilities with a special use permit.

Mr. Smith stated that the Planning Commission recommended approval of the revised special use permit at its April 6, 2021 meeting, subject to the following conditions:

1. The changes are limited to those shown on the proposed site plan associated with the application, or any additional conditions implemented by Planning Commission.
2. The proposal assumes no increase in facility capacity, which was previously approved with 164 beds and approximately 30 staff members at maximum shift. Any change in interior operations that increase beyond this anticipated capacity, licensed bed count, or other unanticipated activity, may require additional parking improvements.
3. The application will need to demonstrate adequate on-site detention and have a drainage study approved by Public Works prior to issuing building permits.
4. The landscape plan should be revised to reflect the following:
 - a. The grouping of three new evergreen trees on the northwest edge be increased to seven.
 - b. The grouping of six new evergreen trees on the northeast edge be increased to between 11 and 15.
 - c. The species of these trees should be Green Giant Arborvitae, or similar species to be approved by staff based on availability.
 - d. Prior to issuance of permits, final plans should include the species and size of plants.
5. The applicant acknowledges the City's interest in making a trail connection to the park at some point in the future, and should the City advance further than conceptual design or funding, the City and the applicant will work together to determine if a connection can be made in each party's mutual interests.
6. All other conditions of the original special use permit (#97-02, Ordinance 1917) remain in effect, primarily that the permit can be revoked for any violations of the permit, approved site plan, or other city ordinance.

Mrs. McFadden made a motion to approve the revised special use permit as presented. Ms. Limbird seconded the motion.



Ms. Nelson asked if skilled nursing care would be added as part of the project. Applicants Dominic Tuter, Asset Manager for the Tuter Group, 7611 State Line Rd., Kansas City, MO, and Jason Toye, Senior Project Manager with NSPJ Architects, 3515 W. 75th Street, said that skilled nursing care was already offered at the facility.

After further discussion, a roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, McFadden, Graves, Gallagher, Mikkelsen; “nay”: Runion. The motion passed 12-1.

- **PC2021-107: Consider Ordinance 2449 to approve a special use permit for an animal care and boarding facility at Suite 210 of 7600 State Line Road**

Mr. Smith said that the applicant was requesting approval of a special use permit for an animal care facility that would provide non-medical boarding services. The proposed facility would be located in an existing 10,500 square foot space in the State Line Shopping Center on the northeast corner (formerly the Reece Nichols real estate offices). The use would include veterinary care, pet daycare and overnight boarding services. The application also included a site plan to convert five existing parking spaces into a 720 square foot fenced outdoor area for animals.

Mr. Smith added that the property was zoned C-2, and that pet daycare, veterinary care and animal hospitals were all permitted uses in the zoning district, including accessory medical-related boarding. However, general commercial overnight boarding for non-medical purposes required a special use permit in both the C-1 and the C-2 zoning districts.

At its April 6, 2021 meeting, the Planning Commission recommended approval of the special use permit, subject to the following conditions:

1. The applicant shall comply with the Prairie Village noise ordinance with regard to internal and external activities, and in particular limit the time and intensity of pets in the exterior yard to ensure compliance. In furtherance of this goal, the time of outdoor use for multiple animals shall be limited to between 7AM and 10PM (per Chapter 8-503 of the Prairie Village Municipal Code).
2. The K-9 turf application shall be installed and maintained according to manufacturers’ specifications, and at all times function to permit appropriate drainage and cleaning of pet waste.



3. All signs shall first receive a sign permit from staff, and comply with the Prairie Village sign standards, and specific standards and guidelines applicable to the State Line Shopping Center.
4. No animals shall be taken off-site to relieve themselves.

Mrs. McFadden made a motion to approve the special use permit as presented. Mr. Nelson seconded the motion.

Applicants Buddy Lanham, Construction Manager with Destination Pet, 8822 S. Ridgeline Blvd., Suite 260, Highlands Ranch, CO, and Franklin Ng, project architect with AWI Architectural Werks, Inc., 11416 98th Ave. NE, Suite 200, Kirkland, WA, were present.

A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Reimer, McFadden, Graves, Gallagher, Mikkelsen; “nay”: Myers, Runion. The motion passed 11-2.

- Mrs. McFadden said that the VillageFest Committee met on April 29, and decided to move forward with a “drive-through” event similar to the one held in 2020. She also stated that a ribbon cutting was held for the opening of “Stretch Zone”, a new business in the Corinth Shops.
- Mr. Herring reported that the Finance Committee met on April 22 to review the proposed 2022 budget and decision packages. The committee would next meet on May 4 to develop final recommendations for Council. Mr. Herring also said that the Tree Board would meet on May 5.
- Ms. Selders stated that the Diversity Committee would begin working to create a memorial plaque highlighting the J.C. Nichols Company’s history of racial restrictions and segregation. Additionally, a series of town hall events focusing on diversity issues would begin in the summer. Lastly, research on affordable housing and planning of a proposed “Juneteenth” event were underway.
- Ms. Limbird noted that the first Prairie Village Art Walk would take place on June 11, and would include a ribbon cutting ceremony for the “Fifties Freedom in the Village” sculpture at 71st Street and Mission Road. Mr. Nelson added that he was a member of the Meadowbrook Park Art Committee, which met recently to discuss the type of art that would be installed and the locations at which it would be placed.

MAYOR’S REPORT

- The Mayor provided an update on the COVID-19 pandemic, noting that vaccinations were now available for everyone 16 and older. He added that 45% of Johnson County residents 16 and older had received at least one dose, and 31% were fully vaccinated.



The county mask mandate expired on April 30, and was replaced by recommendations to reduce the spread of the virus.

- The Mayor noted that the economy appeared to be on the rebound, with the unemployment rate in Johnson County falling to approximately 3%.
- The Mayor recently signed the National Mayors' Monarch Butterfly Pledge.
- The Mayor recognized Tim Schwartzkopf for receiving the Clarence Kelly Meritorious Service in Law Enforcement Award for his work as police chief.
- The Mayor spoke to residents of Claridge Court the prior week.
- The Mayor noted that the City's first quarter 2021 financial report was included in the meeting packet.

STAFF REPORTS

- Mr. Jordan stated that the May Plan of Action was included in the meeting packet, along with a summary of current activities.
- Chief Roberson shared information about a homicide that occurred in the City on May 2, 2021, noting that a suspect had been arrested. The Chief also said that members of the Police Department had participated in "Coffee with a Crossing Guard" the prior week.
- Mr. Schwartzkopf reported that the City had signed an MOU with United Community Services of Johnson County for the Racial Equity in Cities program. Three other Johnson County cities also signed the agreement.
- Ms. Robichaud said the application period for the sustainability grant program opened on May 3 to an enthusiastic response from residents.
- Consolidated Fire District #2 Chief Steve Chick reviewed the department's first quarter report. He noted that four staff members with over 100 years of combined experience, including former Chief Tony Lopez, had recently retired.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2021-39 Consider amending animal ordinance

Mr. Schwartzkopf stated that at its April 19, 2021 meeting, the Council Committee of the Whole recommended the removal of Municipal Code section 2-123 (a)(1), regarding cat and dog control:



2-123. CAT AND DOG CONTROL.

- (a) All cats must be under the control of the person responsible therefor at all times. For the purpose of this section, a cat shall be considered not under control and in violation of this section in the following situations:

~~(1) If a neighbor complains orally or in writing to the person responsible for a cat, that the cat is entering upon the neighbor's property, then the cat's presence on the neighbor's property at any time subsequent to the neighbor's complaint shall constitute a violation of this section;~~

Mr. Herring made a motion to approve Ordinance 2450, removing Section 2-123 (a)(1) from the Municipal Code. A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Runion, McFadden, Graves; "nay": Gallagher. The motion passed 11-1.

COU2021-40 Consider approval of a contract with Pavement Management, LLC for the 2021 crack seal/micro surfacing program

Ms. Prenger stated that on April 9, 2021, bids were opening for the 2021 Crack Seal/Micro Surfacing Program. Two bids were received:

Pavement Management	\$304,500.00
Vance Brothers, Inc.	\$310,963.00
Engineer's Estimate	\$306,500.00

The project would include two separate maintenance programs at various locations throughout the City: a micro surfacing program that preserves the existing asphalt pavement, and a crack seal program that seals existing cracks in the pavement.

Ms. Prenger added that \$312,000 had been budgeted for the projects and that the contract would be awarded for that amount. Locations of work would be adjusted during implementation to utilize the full budget amount.

Mr. Herring made a motion to approve the contract as presented. The motion was seconded by Mr. Nelson, and passed unanimously.

COU2021-41 Consider 2022-26 County Assistance Road System (CARS) program

Ms. Prenger said that in order to receive CARS funding, the City must annually submit an application containing a list of streets and an estimated cost of repairs. The Public Works Department compiled a list of possible projects including full depth pavement repair, curb



and gutter replacement, sidewalk repair, new sidewalks, new ADA ramps, milling/overlaying pavement, and UBAS. For 2022, the City submitted a project to repair Nall Avenue from 79th Street to 83rd Street. Ms. Prenger noted that cities were generally guaranteed to have their first priority project funded but could have multiple projects approved if funds were available.

Mr. Herring made a motion to approve the proposed CARS funding as presented. Ms. Reimer seconded the motion, which passed unanimously.

Ms. Limbird made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mrs. Myers and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

2022 Capital infrastructure program budget presentation

Ms. Prenger and Mr. Bredehoeft gave a presentation on the program budget, focusing on the following categories:

- Infrastructure condition
- Park funding
- Drainage funding
- Street funding
- Building funding
- Sidewalk and curb funding

Ms. Prenger noted that the overall condition of streets in the City was better than a year ago, and that the current budget allotment of \$3,000,000 per year for residential street rehabilitation remained adequate.

Mr. Gallagher asked if more money should be contributed to the street rehabilitation program due to inflation, since the requested amount had not changed in several years. Mr. Bredehoeft noted that an additional \$400,000 was also allocated to street repairs using the UBAS process, but added that the budgeted amount could be increased if Council felt it should be higher.

Mr. Gallagher made a motion to have the Finance Committee consider increasing the CIP budget by \$250,000 for road repair in 2022. Mrs. Myers seconded the motion. After further discussion, the motion tied 6-6, with Mr. Herring, Mr. Nelson, Ms. Selders, Mr. Poling, Ms. Limbird and Mr. Graves in opposition. Mayor Mikkelson cast the tie-breaking vote in opposition to the motion, which failed 7-6.

Mr. Herring made a motion to add as a decision package a proposal to increase the CIP budget by \$250,000 for consideration by the Finance Committee. The motion was seconded by Mr. Poling, and passed unanimously.

COU2021-42 Consider traffic calming on 82nd Street from Somerset Drive to Roe Avenue

Mr. Bredehoeft stated that residents on 82nd Street had requested traffic-calming measures and that the volume of traffic on the street met the requirements of the traffic calming program. As a result, two speed tables would be installed in the late spring or early summer of 2021. The cost of the speed tables totaled approximately \$10,000, with funds coming from the traffic calming CIP project.

Mrs. Myers made a motion to approve the traffic calming plan as presented. Ms. Nelson seconded the motion, which passed unanimously.

Update on marijuana ordinance research

Mr. Schwartzkopf said that the Council had authorized staff to review the following items at its January 19, 2021 meeting:

1. Removing municipal violations from the Prairie Village ordinance and exempting out of the Uniform Public Offense Code regarding the same misdemeanor violations.
2. Modeling the City's ordinance after the one used in Lawrence, KS, where the penalties for possession of small amounts of marijuana are very minor.
3. To look at any other similar solutions that present themselves.

Mr. Schwartzkopf stated that if approved by Council, the City could exempt itself from marijuana-related offenses found in the Uniform Public Offense Code. However, police officers could still continue to make arrests for these offenses and send them to District Court due to their obligation to follow state law. Furthermore, reducing fines for possession of small amounts of marijuana could actually negatively affect defendants, as they might be less likely to choose a diversion program as first-time offenders. Mr. Schwartzkopf noted that defendants who completed a diversion program through the Prairie Village Municipal Court generally had their charges dismissed.

Ms. Selders stated her preference to have a legal expert research options for the City, and made a motion to direct City Attorney David Waters to review the Columbia, MO marijuana ordinance as well as home rule and state statute, particularly as they pertain to directing police officers not to pursue marijuana charges. Mr. Graves seconded the motion.

Johnson County District Attorney Steve Howe was present to discuss the topic. He stated that cities could not decriminalize marijuana because of its illegality at the state level. He added that although both Wichita and Lawrence had decided to reduce penalties for marijuana offenses, neither had attempted to opt out of the law.

After further discussion, the motion was voted upon and tied 6-6, with Mr. Nelson, Mrs. Myers, Ms. Reimer, Mr. Runion, Mrs. McFadden and Mr. Gallagher in opposition. Mayor Mikkelson cast the tie-breaking vote in favor of the motion, which passed 7-6.

Mrs. Myers moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mr. Herring made a motion to adjourn the meeting. The motion was seconded by Mrs. McFadden, and passed unanimously.

Mayor Mikkelson declared the meeting adjourned at 9:59 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

May 17, 2021

Copy of Ordinance
3002

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
23771-23827	4/2/2021	315,600.21	✓
23828-23843	4/9/2021	290,982.47	✓
23844-23937	4/16/2021	1,541,192.33	✓
23938-23942	4/23/2021	2,651.76	✓
23943-24012	4/30/2021	294,727.85	✓
Payroll Expenditures			
4/9/2021		322,515.77	✓
4/23/2021		324,920.03	✓
Electronic Payments			
Electronic Pmnts			
	4/6/2021	4,007.93	✓
	4/8/2021	9,299.73	✓
	4/9/2021	4,509.66	✓
	4/12/2021	4,537.47	✓
	4/13/2021	4,168.11	✓
	4/14/2021	6.09	✓
	4/26/2021	44,230.70	✓
TOTAL EXPENDITURES:			3,163,350.11 ✓
Voided Checks			
	Check #	(Amount)	
Arrowhead Scientific	23774	(100.00)	✓
Travis Gray	23785	(170.00)	✓
GT Distributors	23796	(2,561.84)	✓
WaterOne	23825	(1,325.22)	✓
Ryan Warkentin	23874	(17.00)	✓
Goodyear Auto Service	23884	(135.72)	✓
Kansas Gas Service	23895	(3,565.50)	✓
TOTAL VOIDED CHECKS:			(7,875.28)
GRAND TOTAL CLAIMS ORDINANCE			3,155,474.83 ✓

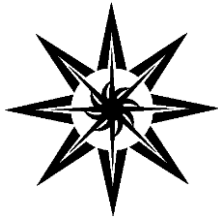
Section 2 That this ordinance shall take effect and be in force from and after its passage.

Passed this 17th day of May 2021.

Signed or Approved this 17th day of May 2021.

ATTEST: Courtney Kramer 5/17/21
City Treasurer

ATTEST: Michael R. Lee 5/17/21
Finance Director



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 17, 2021

COU2021-43

**CONSIDER DESIGN AGREEMENT WITH AFFINIS
CORPORATION FOR THE DESIGN OF NALL AVENUE, 79TH
STREET TO 83RD STREET (2022 CARS)**

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2022 CARS project, Nall Avenue, 79th Street to 83rd Street in the amount of \$99,940.00.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2021, 2022 and 2023 in November 2020. Affinis Corp was selected as the City's design consultant from the 3 firms interviewed. Affinis Corporation has been working for the City for the past several years and has performed very well.

This agreement is for the design of the 2022 CARS project, Nall Avenue, 79th Street to 83rd Street for preliminary design.

The segment of Nall Avenue does not conform to our current City policy as it has sidewalk on only the west side. Sidewalk on the east side appears to be easily constructible within the City right of way until the southern portion of the project.

This design contract is for the Preliminary Design of this segment. It facilitates topographic surveys, public information meetings and options for sidewalk construction conversations on the east side.

FUNDING SOURCE

Funding is available in the CIP project NAAV0004.

ATTACHMENTS

1. Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Senior Project Manager

May 11, 2021

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECTS:

NAAV004 - NALL AVENUE - 79TH STREET TO 83RD STREET (2022 CARS PROGRAM)

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 Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2022 CARS Project 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 design and construct roadway and stormwater improvements throughout the city as part of the Paving and CARS Programs.
- B. City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third-party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third-party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant’s use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the following:
 - 2022 CARS Program**
 - 1. Nall Avenue - 79th Street to 83rd Street

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

A. Preliminary Design Phase

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.

- 1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
- 2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
- 3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Need for drainage improvements.
 - c. Need for full depth pavement repairs.
 - d. Need for sidewalk replacement.
 - e. Location for new sidewalk.
 - f. Need for curb and gutter replacement.

- g. Need for and limits of driveway replacement.
 - h. Need for which type of ADA ramps.
 - i. Utility locations and conflicts.
 - j. Tree conflicts.
 - k. Adjacent property feature conflicts.
4. Perform necessary control and field surveys to complete design of new sidewalk along the east side of Nall Avenue.
 - a. Contact Kansas One-Call, WaterOne, and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.
 - b. Gather aerial and topographic data from Johnson County AIMS mapping to supplement field survey.
 - c. Obtain current property owner information as provided through Johnson County AIMS system.
 5. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
 6. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 7. Prepare utility conflict list and provide status updates monthly.
 8. Public Information
 - a. Prepare for and conduct two (2) public meetings to explain the project to the residents of the project area, and to receive public comments at a time and place arranged by the City. The meetings will be held following preliminary design and during right-of-way and easement acquisition. Notifications for the meetings will be prepared and distributed by the City.
 - (1) Prepare all necessary exhibits, FAQs, and plans to illustrate the proposed improvements.
 - (2) Have persons available to explain the proposed work and to answer questions. Three (3) people for (2) hour meetings along with setup time is budgeted.
 - b. Be available to meet with property owners as directed by the City to discuss the project at any time throughout the project. Twelve (12) meetings with one (1) person for two (2) hours are budgeted. Assumes (1) one meeting per property owner adjacent to sidewalk addition.
 - c. Conduct up to three (3) meetings / work sessions with City Council.
 9. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and streetlights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets / sidewalks with a detailed topographic survey. Intersection details showing the elevation and drainage pattern information.

- f. Construction phasing showing temporary traffic control measures per MUTCD for various phases of construction.
 - g. Pavement marking and signing measures per MUTCD.
 - h. Erosion control plan.
 - i. City standard details and other special details pertinent to the project.
 - j. Incorporate recommended storm sewer improvements based on condition assessment of existing system performed by City staff.
 - k. Street lighting.
 - l. Traffic signal design is NOT included in this scope of services.
10. Submit one set (one full-size and one half-size) of preliminary (60% completion) construction plans for City review.
 11. Present one set (half-size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
 12. Perform field check with City.
 13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
 14. Attend and prepare minutes for up to two (2) project meetings and disperse the minutes to City representative and all other attendees within five working days.

Final Design Phase, Bidding Phase, and Construction Phase Services are NOT included in this scope of services.

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 by December 31, 2021.

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:

Preliminary Design Phase

\$99,940.00

- 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 against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item 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

By:

Eric Mikkelson, Mayor

Address for giving notices:

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

Telephone: 913-385-4640

Email: publicworks@pvkansas.com

ATTEST:

Adam Geffert, City Clerk

Consultant:

Affinis Corp

By

Kristen E. Leathers-Gratton, PE

Address for giving notices:

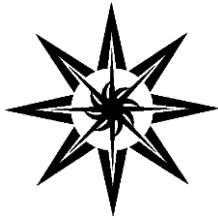
Affinis Corp
8900 Indian Creek Parkway
Suite 450, Building 6
Overland Park, Kansas 66210

Telephone: 913-239-1122

Email: kleathers@affinis.us

APPROVED AS TO FORM BY:

David Waters, City Attorney



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 17, 2021

COU2021-44

CONSIDER CONSTRUCTION CONTRACT FOR THE 2021 RESIDENTIAL STREET REHABILITATION PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Superior Bowen for the 2021 Residential Street Rehabilitation Program for \$2,910,000.

BACKGROUND

This project includes work on many streets throughout the City and includes new curb/gutter, sidewalk, and an asphalt mill and overlay. It is funded by the 2021 Residential Street Rehabilitation Program.

On May 7, 2018, the Governing Body authorized staff to bring a contract before Council with a selected Contractor for award for the 2018-2020 Paving Program. The Contractor, O'Donnell and Sons was selected based on an evaluation of services and competitive pricing from 2015-2018. The City Staff is pleased with the response from the Contractor on any issue during construction to date and on their proactive on-street public meetings with residents prior to construction. We also utilize the "one-stop" email for residents which allows them to contact representatives from the Contractor and the City to resolve their issues or answer questions in a timely fashion. Superior Bowen acquired O'Donnell and Sons during the last year of the three year period and has transitioned all documentation to the new name while providing the quality service to the residents and keeping the same project manager for Prairie Village. Given the Contractor's performance we propose to utilize them again in 2021.

The Engineer and City Staff have reviewed the bid proposal submitted for the 2021 Program and has confirmed the reasonableness of the offered unit pricing based upon established bids from neighboring communities for projects of similar nature. Additionally, we have compared prices from last year and noted no substantial increase in costs.

The contract will be awarded for \$2,910,000. Change order authorization up to \$200,000 additional dollars from the unallocated street account is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.

Paving of State Line Road in partnership with Kansas City, Missouri will be included with this project.

FUNDING SOURCE

PAVP2021	\$2,820,000
STST0001	\$90,000

ATTACHMENTS

1. Construction Agreement with Superior Bowen
2. Map of 2021 Program

PREPARED BY

Melissa Prenger, Senior Project Manager

May 11, 2020

CONSTRUCTION AGREEMENT



PAVP2021
2021 RESIDENTIAL STREET PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SUPERIOR BOWEN ASPHALT COMPANY, LLC

CONSTRUCTION CONTRACT
FOR
PAVP2021 | 2021 RESIDENTIAL STREET PROGRAM

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

THIS AGREEMENT, is made and entered into this ____ day of _____, 2021, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Superior Bowen Asphalt Company, LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2021 RESIDENTIAL STREET 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;

WHEREAS, the Contractor, has submitted to the City a Bid Proposal in accordance with the specifications;

WHEREAS, the City has determined and declared the Contractor to be a 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 TWO MILLION, NINE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$2,910,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. **WORK SCHEDULE:**

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.
- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

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

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

14. CHANGES IN THE WORK

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

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

14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$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 effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

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

18. NON-DISCRIMINATION LAWS

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

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

- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

- 18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.

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

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

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

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

CITY OF PRAIRIE VILLAGE

SUPERIOR BOWEN ASPHALT COMPANY LLC

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

SUPERIOR BOWEN ASPHALT COMPANY LLC
(typed company name)

7700 Mission Road

520 W PENWAY ST, STE 300
(typed address)

Prairie Village, Kansas 66208

KANSAS CITY, MO 64108
(typed city, state, zip)

816-708-2917
(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

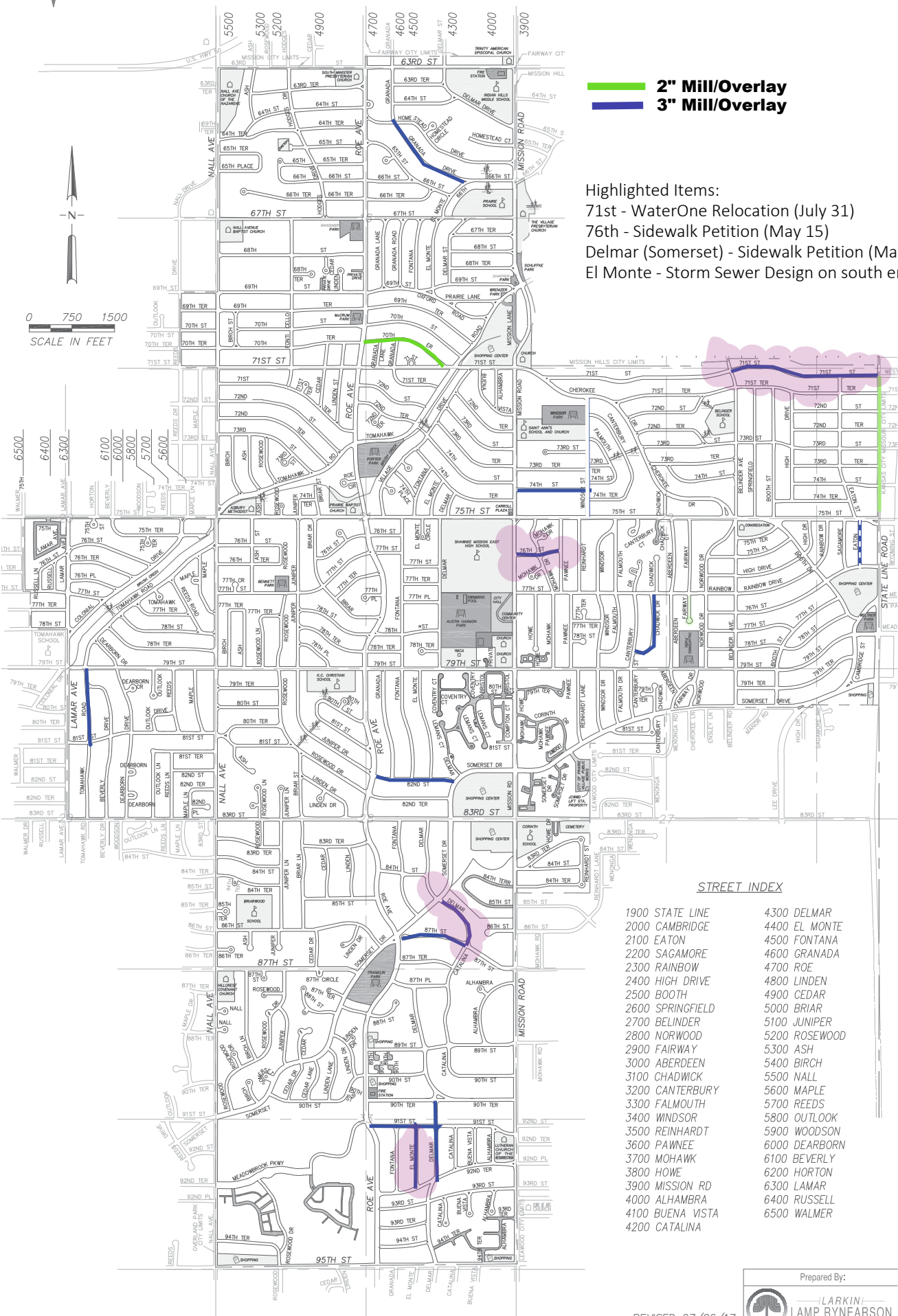
City Attorney, David Waters

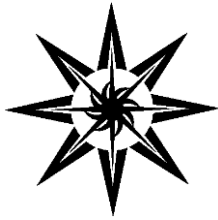
(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor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



CITY OF PRAIRIE VILLAGE

Star of Kansas





PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 17, 2021

COU2021-45

CONSIDER APPROVAL OF A CONTRACT WITH AMINO BROTHERS CO, INC FOR THE 2021 STREET REPAIR PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the Construction Contract with Amino Brothers Co., Inc. for Project P5001 2021 Street Repair Program for \$300,000.

BACKGROUND

On April 21, 2021, the City Clerk opened bids for Project P5001, 2021 Street Repair Program. Four bids were received:

Superior Bowen	\$260,675.45
Pavement Management	\$369,540.25
Little Joes Asphalt Inc.	\$381,812.50
Amino Brothers Co Inc.	\$208,904.19
Engineers Estimate	\$296,736.00

This program consists of asphalt street repairs at various locations throughout the City. The program allows us to address areas where settlement or deterioration has occurred, and make repairs to those areas.

There is \$250,000 budgeted for this project in P5001 and \$50,000 budgeted for asphalt repairs in UBAS2021. The contract will be awarded for the amount of \$300,000. Locations of repairs will be adjusted (increased) to utilize the budget.

City staff has reviewed the bids for accuracy, found no errors and recommends award to the lowest responsible bidder, Amino Brothers Co., Inc.

FUNDING SOURCE

Funding is available in the operation budget for project P5001 and UBAS2021.

ATTACHMENTS

1. Agreement with Amino Brothers Co., Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

May 11, 2021

CONSTRUCTION AGREEMENT



P5001
2021 STREET REPAIR

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

CONTRACTOR

CONSTRUCTION CONTRACT
FOR
P5001 | 2021 STREET REPAIR

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
AMINO BROTHERS CO, INC.

THIS AGREEMENT, is made and entered into this ____ day of _____, 2021, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and _____, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2021 STREET REPAIR , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.
- 9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor’s Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

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

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

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

14. CHANGES IN THE WORK

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

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

14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

Limits (Same as Commercial General Liability) -

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

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

Limits -

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$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 effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

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

18. NON-DISCRIMINATION LAWS

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.

- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

AMINO BROTHERS CO, INC.

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

AMINO BROTHERS CO, INC.

(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

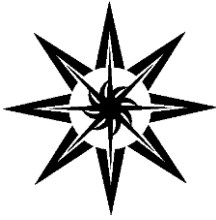
ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

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



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 17, 2021

COU2021-46 CONSIDER APPROVAL OF PUBLIC WORKS FURNITURE PACKAGE

RECOMMENDATION

Move to authorize the Mayor to sign the contract with Pure Workplace Solutions for the Public Works Facility Furniture Package associated with the new facility (BG70 0002).

BACKGROUND

The furniture package for the new Public Works Facility includes:

- 7 individual office spaces
- 18 open office spaces
- 2 conference rooms
- 1 conference room/crew room for approximately 30 people
- 2 workrooms with filing cabinets/work islands

The furniture package was sent to four vendors in the area and PW staff received proposals from all four vendors. After careful review of specifications and the proposals received, PW staff is recommending Pure Workplace Solutions be awarded the furniture package.

The selection was based on quality of product presented, how similar the product was to the basis of design and cost. Pure Workplace Solutions meets these requirements by providing a quality product with manufacturer warranties that meets our budget and our basis of design.



The contract will be awarded for \$188,327.66. Staff and the vendor have to work out final design and selections that could impact final costs. Change order authorization up to an additional 10% from the project funds is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.

FUNDING SOURCES

The funding is available in the 2018 CIP PV Public Works Facility BG70 0002.

ATTACHMENTS

1. Vendor Agreement

PREPARED BY

Melissa Prenger, Senior Project Manager

May 12, 2021

Terms & Conditions

The undersigned ("buyer") understands and agrees to the following terms and conditions:

A. Order Placement and Cancellations

1. All orders are placed through Contract Furnishings Rents, LLC d.b.a.PURE Workplace Solutions (hereinafter referred to as "Seller") to the various manufacturers.
2. The above formal Quote indicates all quantities, colors, finishes and sizes. If there are no questions the quote is presumed to be correct. A copy of the quote shall be signed and returned to our office indicating the Buyer's approval. Please enclose deposit with the signed quote.
3. All changes made by buyer after quote is signed are subject to extended availability.
4. If Buyer cancels the signed quote Buyer will be charged for any expenses incurred on its behalf.
5. Manufacturers reserve the right to revise prices and discontinue specific items without advance notice. Seller is not liable for variations in prices from one quote to the next or the unavailability of items. Buyer will be notified of all price revisions and assume responsibility for the payment, upon written acceptance of such revisions.
6. Requests for changes after issuance of purchase orders must be forwarded to Seller in writing by Buyer. Changes must be approved by Seller and Manufacturer. Resulting charges by Manufacturer shall be paid by the Buyer.
7. All custom products ordered for a specific installation, upholstered with specifically chosen fabrics, colors, or with special metal colors or wood finishes, are non-returnable. Stock merchandise returned to Seller is subject to a 30% restocking charge and may be returned only if approved in writing by Seller.

B. Warranties and Limitation of Liability

1. Seller warrants all merchandise to be free from defects based on manufacturer's warranty, and will replace or repair any defective items at no additional cost to the Buyer.

C. Delivery and Installation

1. All merchandise will be delivered to Buyer's job site based on an agreed-upon factory lead-time schedule once the order has been placed with Seller. If all merchandise is not delivered within 15 days of the agreed-upon dates, due to Buyer unable to receive merchandise, the cost for additional warehouse storage will be borne by the Buyer, unless Buyer and Seller agree in advance that Seller can store the product at no charge.
2. Installation shall be performed by the Seller, or its subcontracted installation company with the approved plan specifications or with adequate personal directions of the authorized representative of Buyer.
3. Buyer shall keep the job site clear and free of debris before and during installation. Hoisting or elevator service, and adequate facilities for off loading, staging, moving, and handling of merchandise shall be provided to Seller without charge. The authorized representative of Buyer will walk the job site prior to installation, along with Seller's representative to note conditions of Buyer's job site.
4. Delivery and installation will be made during normal working hours. Buyer shall pay all additional labor cost resulting from required overtime work performed for Buyer's benefit.

D. Payment Terms

1. 50% deposit upon placement of order.
2. Buyer agrees that balance is due in full upon completion of delivery and within 10 days of invoice date. After 30 days, a service charge of 1 1/2% per month (APR 18%) will be added to all past due amounts
3. If goods cannot be received by Buyer within 30 days of our receipt, 40% of the balance is due upon receipt of items at our warehouse, and 10% (balance) is due upon completion of the delayed delivery.
4. Buyer may not withhold payment on any invoice for any reason if Seller has substantially performed its obligation.
5. Unless and until all terms of purchase have been met, the property is and at all times shall remain the sole and exclusive personal property of Seller. Buyer agrees not to sell the property, not to allow it to be transferred, disposed, or in any way subjected to any interest of a third party.
6. If Buyer withholds any payment on any invoice in violation of this Agreement, Buyer agrees to reimburse Seller for any and all attorney's fees and legal costs arising from and related to the collection of any such amount.

Submitted by Seller: _____

Signature

Date

Approved by Buyer: _____

Signature

Date



Preliminary 2022 Budget Presentation

Attached please find the Preliminary 2022 Budget Presentation.

The Preliminary 2022 Budget Presentation includes:

- General Fund
- Mill Levy
- Personnel Services
- Contract Services
- Capital Outlay
- Equipment Reserve
- Solid Waste Fund
- Decision Packages

ATTACHMENTS:

- Preliminary 2022 Budget
 - 2022 Budget Presentation
 - General Fund
-

Prepared by:

Nickie Lee

Finance Director

Date: May 13, 2021

**City of
Prairie Village, Kansas**

2022 Budget

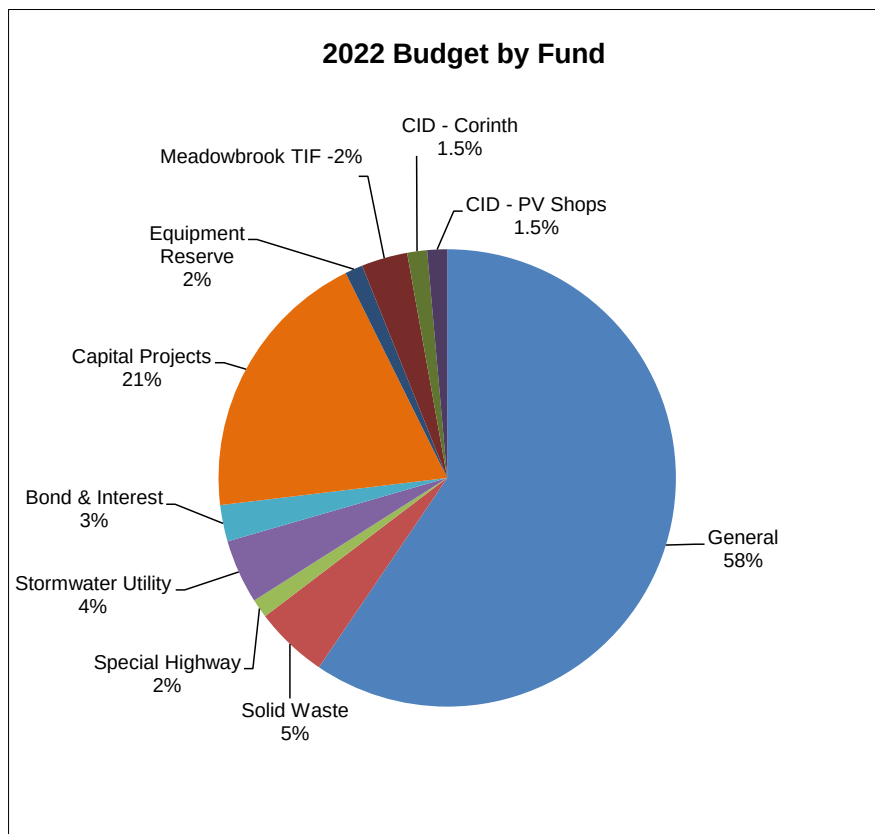


The Star of Kansas

2022 Proposed Budget as of 5/17/2021

2022 Budget by Fund

Fund	2019 Actual	2020 Actual	2021 Budget	2022 Budget
General	\$ 22,299,482	\$ 21,996,906	\$ 24,349,734	\$ 25,638,229
Solid Waste	1,958,342	1,852,064	2,172,208	2,233,861
Special Highway	643,000	600,397	647,720	573,625
Stormwater Utility	1,660,383	1,565,000	1,803,893	1,951,384
Special Parks & Rec	131,435	109,748	136,542	105,117
Special Alcohol	158,064	181,779	188,405	172,552
Bond & Interest	1,320,358	1,320,850	1,358,383	1,111,220
Capital Projects	13,712,632	12,866,039	8,970,300	8,436,000
Risk Management Reserve	-	29,956	229,531	218,142
Economic Development	401,028	75,942	208,909	319,948
Equipment Reserve	221,171	687,397	657,504	542,737
Meadowbrook TIF	887,211	1,184,824	780,000	1,404,182
CID - Corinth	606,845	540,834	587,860	605,257
CID - PV Shops	517,423	611,488	539,180	605,704
Transient Guest Tax	-	-	450,000	225,000
Total	\$ 44,517,374	\$ 43,623,224	\$ 43,080,169	\$ 44,142,958



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

General Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 7,631,080	\$ 7,481,612	\$ 6,592,651	\$ 7,609,044	\$ 7,591,246
Revenues:					
Property Taxes	7,530,237	8,179,161	8,703,712	8,703,712	9,138,898
Sales Taxes	5,449,864	5,446,984	5,450,000	5,450,000	5,570,000
Use Tax	1,509,888	1,811,879	1,380,000	1,811,879	1,554,004
Motor Vehicle Tax	751,900	746,852	762,507	762,507	796,411
Liquor Tax	130,232	109,748	136,477	136,477	105,052
Franchise Fees	1,900,281	1,842,970	1,959,500	1,842,970	1,905,797
Licenses & Permits	1,002,391	728,297	652,883	902,883	854,383
Charges for Services	1,742,963	1,722,975	1,799,226	1,799,226	1,803,879
Fines & Fees	863,819	694,784	931,750	863,819	868,762
Recreational Fees	416,620	29,745	410,150	393,150	424,650
Interest on Investments	160,658	139,674	60,000	60,000	134,608
Miscellaneous	126,158	184,687	120,900	120,900	130,622
Net Inc/Decr in Fair Value		(78,416)			
Total Revenue	21,585,014	21,559,338	22,367,105	22,847,524	23,287,066
Transfers from Other funds:					
Transfer from Stormwater Utility Fund	565,000	565,000	600,000	600,000	600,000
Total	565,000	565,000	600,000	600,000	600,000
Total Sources	22,150,014	22,124,338	22,967,105	23,447,524	23,887,066
Expenditures:					
Personnel Services	10,580,486	10,658,499	11,463,729	11,255,617	11,911,253
Contract Services	4,128,502	3,940,077	4,720,457	4,578,843	5,284,151
Commodities	686,658	644,964	792,400	768,628	840,850
Capital Outlay	238,746	243,643	363,814	352,900	275,450
Contingency	-	-	-	-	500,000
Total Expenditures	15,634,391	15,487,183	17,840,400	16,955,988	18,811,704
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	5,155,116	4,653,109	4,523,800	4,523,800	5,307,000
Transfer to Bond & Interest Fund	1,074,975	1,301,229	1,319,534	1,319,534	1,050,725
Transfer to Risk Management Fund	35,000	35,000	-	-	-
Transfer to Economic Development Fund	-	65,000	136,000	136,000	136,000
Transfer to Equipment Reserve Fund	400,000	455,385	530,000	530,000	332,800
Total	6,665,091	6,509,723	6,509,334	6,509,334	6,826,525
Total Uses	22,299,482	21,996,906	24,349,734	23,465,322	25,638,229
Sources Over(Under) Uses	(149,468)	127,432	(1,382,629)	(17,798)	(1,751,163)
Fund Balance @ 12/31	\$ 7,481,612	\$ 7,609,044	\$ 5,210,022	\$ 7,591,246	\$ 5,840,084

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

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 359,030	\$ 187,024	\$ 295,000	\$ 297,790	\$ 273,211
Revenues:					
Licenses & Permits	1,296	5,058	1,300	2,500	2,500
Charges for Services	1,745,067	1,911,831	1,835,908	1,835,908	1,918,150
Interest on Investments	39,973	45,941	40,000	40,000	40,000
Miscellaneous			-	-	-
Total Revenue	1,786,336	1,962,830	1,877,208	1,878,408	1,960,650
 Total Sources	 1,786,336	 1,962,830	 1,877,208	 1,878,408	 1,960,650
Expenditures:					
Personnel Services	33,900	34,818	36,896	36,896	42,574
Contract Services	1,924,442	1,817,246	1,865,166	1,865,091	1,930,026
Commodities	-	-	1,000	1,000	1,500
Contingency	-	-	269,146		259,761
Total Expenditures	1,958,342	1,852,064	2,172,208	1,902,987	2,233,861
 Total Uses	 1,958,342	 1,852,064	 2,172,208	 1,902,987	 2,233,861
Sources Over(Under) Uses	(172,006)	110,766	(295,000)	(24,579)	(273,211)
Fund Balance @ 12/31	\$ 187,024	\$ 297,790	\$ -	\$ 273,211	\$ -

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.

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

Special Highway Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 152,466	\$ 161,680	\$ 135,640	\$ 146,465	\$ 61,545
Revenues:					
Intergovernmental	617,656	570,612	505,580	505,580	505,580
Interest on Investments	34,558	14,570	6,500	6,500	6,500
Total Revenue	652,214	585,182	512,080	512,080	512,080
Total Sources	652,214	585,182	512,080	512,080	512,080
Expenditures:					
Contingency	-	-	50,720	-	-
Total Expenditures	-	-	50,720	-	-
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	643,000	600,397	597,000	597,000	573,625
Total	643,000	600,397	597,000	597,000	573,625
Total Uses	643,000	600,397	647,720	597,000	573,625
Sources Over(Under) Uses	9,214	(15,215)	(135,640)	(84,920)	(61,545)
Fund Balance @ 12/31	\$ 161,680	\$ 146,465	\$ -	\$ 61,545	\$ -

Funding Sources: State gasoline tax (per gallon)

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

Note: Will be updated when estimated revenues received from the League of Kansas Municipalities.

Stormwater Utility Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 118,686	\$ 133,165	\$ 197,893	\$ 238,303	\$ 269,031
Revenues:					
Licenses & Permits	12,600	14,000	11,000	11,000	11,000
Charges for Services	1,583,676	1,602,404	1,584,000	1,584,000	1,619,676
Interest on Investments	78,586	53,733	11,000	35,728	51,677
Total Revenue	1,674,862	1,670,138	1,606,000	1,630,728	1,682,353
Total Sources	1,674,862	1,670,138	1,606,000	1,630,728	1,682,353
Expenditures:					
Contingency	-	-	203,893	-	351,384
Total Expenditures	-	-	203,893	-	351,384
Transfers to Other Funds:					
Transfer to General Fund	565,000	565,000	600,000	600,000	600,000
Transfer to Bond & Interest Fund	245,383	-	-	-	-
Transfer to Capital Infrastructure Fund	850,000	1,000,000	1,000,000	1,000,000	1,000,000
Total	1,660,383	1,565,000	1,600,000	1,600,000	1,600,000
Total Uses	1,660,383	1,565,000	1,803,893	1,600,000	1,951,384
Sources Over(Under) Uses	14,479	105,138	(197,893)	30,728	(269,031)
Fund Balance @ 12/31	\$ 133,165	\$ 238,303	\$ -	\$ 269,031	\$ -

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

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 1,135	\$ -	\$ -	\$ -	\$ -
Revenues:					
Liquor Tax	130,232	109,748	136,477	119,557	105,052
Interest on Investments	68		65	0	65
Total Revenue	130,300	109,748	136,542	119,557	105,117
Total Sources	130,300	109,748	136,542	119,557	105,117
Expenditures:					
Contingency	-	-	4,542	-	117
Total Expenditures	-	-	4,542	-	117
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	131,435	109,748	132,000	119,557	105,000
Total	131,435	109,748	132,000	119,557	105,000
Total Uses	131,435	109,748	136,542	119,557	105,117
Sources Over(Under) Uses	(1,135)	-	-	-	-
Fund Balance @ 12/31	\$ -	\$ -	\$ -	\$ -	\$ -

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

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 109,740	\$ 84,672	\$ 49,428	\$ 14,080	\$ -
Revenues:					
Liquor Tax	130,232	109,748	136,477	119,557	105,052
Interest on Investments	2,764	1,439	2,500	2,500	2,500
Miscellaneous	-	-	-	-	65,000
Total Revenue	132,996	111,187	138,977	122,057	172,552
Total Sources	132,996	111,187	138,977	122,057	172,552
Expenditures:					
Personnel Services	90,675	96,722	96,478	72,040	100,128
Contract Services	55,111	71,187	75,372	52,572	71,115
Commodities	12,278	13,870	16,555	11,525	-
Capital Outlay	-	-	-	-	-
Contingency	-	-	-	-	1,309
Total Expenditures	158,064	181,779	188,405	136,137	172,552
Total Uses	158,064	181,779	188,405	136,137	172,552
Sources Over(Under) Uses	(25,068)	(70,592)	(49,428)	(14,080)	-
Fund Balance @ 12/31	\$ 84,672	\$ 14,080	\$ -	\$ -	\$ -

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

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 51,541	\$ 55,472	\$ 37,849	\$ 37,204	\$ 34,738
Revenues:					
Property Taxes			-	-	-
Motor Vehicle Tax	960	-	-	-	-
Interest on Investments	2,971	1,353	1,000	1,000	1,507
Total Revenue	3,931	1,353	1,000	1,000	1,507
Transfers from Other funds:					
Transfer from General Fund	1,074,975	1,301,229	1,319,534	1,319,534	1,074,975
Transfer from Stormwater Fund	245,383	-			-
Total	1,320,358	1,301,229	1,319,534	1,319,534	1,074,975
Total Sources	1,324,289	1,302,582	1,320,534	1,320,534	1,076,482
Expenditures:					
Debt Service	1,320,358	1,320,850	1,323,000	1,323,000	1,074,975
Contingency	-	-	35,383	-	36,245
Total Expenditures	1,320,358	1,320,850	1,358,383	1,323,000	1,111,220
Total Uses	1,320,358	1,320,850	1,358,383	1,323,000	1,111,220
Sources Over(Under) Uses	3,931	(18,268)	(37,849)	(2,466)	(34,738)
Fund Balance @ 12/31	\$ 55,472	\$ 37,204	\$ -	\$ 34,738	\$ (0)

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 2049.

Capital Infrastructure Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 5,516,642	\$ 10,735,605	\$ 10,780,003	\$ 9,751,701	\$ 9,000,258
Revenues:					
Intergovernmental	1,036,190	5,422,283	1,917,500	1,917,500	805,000
Bond Proceeds	10,712,595	-	-	-	-
Interest on Investments	53,287	147,653	60,000	60,000	60,000
Miscellaneous	9,049	44,133	1,000	1,000	1,000
Net Inc/Decr in Fair Value	35,669	(95,187)			-
Total Revenue	11,846,790	5,518,882	1,978,500	1,978,500	866,000
Transfers from Other funds:					
Transfer from General Fund	5,155,116	4,653,109	4,523,800	4,523,800	5,319,000
Transfer from Special Highway Fund	643,000	600,397	597,000	597,000	597,000
Transfer from Stormwater Utility Fund	850,000	1,000,000	1,000,000	1,000,000	1,000,000
Transfer from Special Parks & Rec Fund	131,435	109,748	132,000	119,557	105,000
Transfer from Economic Development Fund	305,254	-			
Total	7,084,805	6,363,254	6,252,800	6,240,357	7,021,000
Total Sources	18,931,595	11,882,136	8,231,300	8,218,857	7,887,000
Expenditures:					
Infrastructure	13,712,632	12,866,039	8,970,300	8,970,300	8,436,000
Total Expenditures	13,712,632	12,866,039	8,970,300	8,970,300	8,436,000
Total Uses	13,712,632	12,866,039	8,970,300	8,970,300	8,436,000
Sources Over(Under) Uses	5,218,963	(983,904)	(739,000)	(751,443)	(549,000)
Fund Balance @ 12/31	\$ 10,735,605	\$ 9,751,701	\$ 10,041,003	\$ 9,000,258	\$ 8,451,258

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.

Capital Infrastructure Fund

CIP Expenditure Total = \$8,436,000

2022 PROJECT DESCRIPTION	2022 EXPENDITURES
Park Infrastructure Reserve	\$105,000
Harmon Play Set + Park Updates	\$500,000
Taliaferro Tennis Court Resurface	\$20,000
Windsor Park Restrooms	\$450,000
2023 Park Project	\$50,000
PARK TOTAL PER YEAR	\$1,125,000
Water Discharge Program Reserve	\$30,000
Drainage Repair Program	\$900,000
DRAINAGE TOTAL PER YEAR	\$930,000
Traffic Calming Program Reserve	\$20,000
Residential Street Rehabilitation Program	\$3,166,000
UBAS Overlay Program	\$400,000
Nall Ave - 79th St to 83rd St (CARS)	\$1,500,000
Nall Ave - 67th St to 75th St (CARS & OP)	\$200,000
STREET TOTAL PER YEAR	\$5,286,000
Building Reserve	\$50,000
City Hall Remodel Preliminary Design	\$100,000
Energy Audit Updates - Category 1	\$170,000
BUILDINGS TOTAL PER YEAR	\$320,000
ADA Compliance Program Reserve	\$25,000
Concrete Repair Program	\$600,000
Ped Bridge @ Prairie School & Mission Hills	\$150,000
OTHER TOTAL PER YEAR	\$775,000
CIP TOTAL	\$8,436,000

Risk Management Reserve Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 138,121	\$ 231,313	\$ 229,106	\$ 249,970	\$ 210,395
Revenues:					
Interest on Investments	17,456	5,194	425	425	7,747
Miscellaneous	40,736	8,418	-	-	-
Total Revenue	58,192	13,612	425	425	7,747
Transfers from Other funds:					
Transfer from General Fund	35,000	35,000	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-
Total	35,000	35,000	-	-	-
Total Sources	93,192	48,612	425	425	7,747
Expenditures:					
Contract Services	-	29,956	40,000	40,000	40,000
Risk Management Reserve	-	-	189,531	-	178,142
Total Expenditures	-	29,956	229,531	40,000	218,142
Total Uses	-	29,956	229,531	40,000	218,142
Sources Over(Under) Uses	93,192	18,657	(229,106)	(39,575)	(210,395)
Fund Balance @ 12/31	\$ 231,313	\$ 249,970	\$ -	\$ 210,395	\$ -

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

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 547,748	\$ 146,721	\$ 72,809	\$ 137,281	\$ 183,381
Revenues:					
Interest on Investments	-	1,502	100	100	567
Total Revenue	-	1,502	100	100	567
Transfers from Other funds:					
Transfer from General Fund	-	65,000	136,000	136,000	136,000
Total	-	65,000	136,000	136,000	136,000
Total Sources	-	66,502	136,100	136,100	136,567
Expenditures:					
Contract Services	95,774	75,942	74,000	90,000	94,000
Contingency	-	-	134,909	-	225,948
Total Expenditures	95,774	75,942	208,909	90,000	319,948
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	305,254	-	-	-	-
Total	305,254	-	-	-	-
Total Uses	401,028	75,942	208,909	90,000	319,948
Sources Over(Under) Uses	(401,028)	(9,440)	(72,809)	46,100	(183,381)
Fund Balance @ 12/31	\$ 146,721	\$ 137,281	\$ -	\$ 183,381	\$ -

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

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

Economic Development Fund Allocation	2021 Bud	2021 Est	2022 Bud
Beginning balance	\$72,809	\$137,281	\$183,381
Interest	100	100	567
Transfer from General Fund (Public Safety Sales Tax & Minor Home Repair)	136,000	136,000	136,000
Exterior Grant Program	(50,000)	(70,000)	(74,000)
Sustainability Grant Program		(20,000)	(20,000)
Contingency	(50,278)		(225,948)
Total	\$108,631	\$183,381	\$0

Meadowbrook TIF Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 279,632	\$ 137,750	\$ -	\$ 179,127	\$ 179,127
Revenues:					
Incremental Property Taxes	648,699	1,219,711	700,000	1,058,809	1,219,711
Interest on Investments	96,630	6,490	80,000	6,490	5,344
Total Revenue	745,329	1,226,202	780,000	1,065,300	1,225,055
Expenditures:					
Contract Services	595,010	1,184,824	224,750	1,065,300	1,225,055
Debt Service	292,201	-	555,250		
Contingency					179,127
Total Expenditures	887,211	1,184,824	780,000	1,065,300	1,404,182
Total Uses	887,211	1,184,824	780,000	1,065,300	1,404,182
Sources Over(Under) Uses	(141,882)	41,377	-	-	(179,127)
Fund Balance @ 12/31	\$ 137,750	\$ 179,127	\$ -	\$ 179,127	\$ 0

Funding Sources: Incremental Property Tax

Expenditures: TIF contractual payment.

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

There are two TIF districts in Prairie Village:

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

Equipment Reserve Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 518,736	\$ 699,272	\$ 126,604	\$ 473,429	\$ 9,617
Revenues:					
Interest on Investments	1,707	6,168	900	6,188	3,120
Total Revenue	1,707	6,168	900	6,188	3,120
Transfers from Other funds:					
Transfer from General Fund	400,000	455,385	530,000	530,000	530,000
Total	400,000	455,385	530,000	530,000	530,000
Total Sources	401,707	461,553	530,900	536,188	533,120
Expenditures:					
Capital Outlay	221,171	687,397	652,000	1,000,000	286,000
Contingency	-	-	5,504	-	256,737
Total Expenditures	221,171	687,397	657,504	1,000,000	542,737
Total Uses	221,171	687,397	657,504	1,000,000	542,737
Sources Over(Under) Uses	180,536	(225,843)	(126,604)	(463,812)	(9,617)
Fund Balance @ 12/31	\$ 699,272	\$ 473,429	\$ -	\$ 9,617	\$ -

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

Expenditures: Acquisition of equipment, vehicles and technology projects.

Equipment Reserve Fund Plan

Equipment Reserve Expenditure Total = \$286,000

2022 PROJECT DESCRIPTION	2022 EXPENDITURES
PD Laptop Replacement (2023 - 2024 project)	\$20,000
Server Replacement	\$10,000
PD Radio Replacement	\$50,000
PD In car video / BWC	\$20,000
Traffic Camera	\$15,000
Fixed Location License Plate Reader (\$30,000 total)	\$20,000
DATTO Recovery (Dual Redudancy Server)	\$45,000
Citywide Laptop/Computer Replacement	\$25,000
City Hall Camera Replacement	\$10,000
TOTAL	\$215,000
Public Works Equipment	
PW Bobcat (2021) @ \$35,000	\$35,000
New replacement mower (2022) @\$16,000	\$16,000
New Z Aerating Machine @\$20,000	\$20,000
TOTAL	\$71,000
EQUIPMENT RESERVE TOTAL	\$286,000

CID - Corinth Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 158,862	\$ 85,491	\$ -	\$ 107,440	\$ -
Revenues:					
Sales Taxes	525,041	558,590	586,560	586,560	600,000
Interest on Investments	8,434	4,192	1,300	1,300	5,257
Total Revenue	533,475	562,783	587,860	587,860	605,257
Expenditures:					
Contract Services	606,845	540,834	587,860	695,300	605,257
Total Expenditures	606,845	540,834	587,860	695,300	605,257
Total Uses	606,845	540,834	587,860	695,300	605,257
Sources Over(Under) Uses	(73,370)	21,949	-	(107,440)	-
Fund Balance @ 12/31	\$ 85,491	\$ 107,440	\$ -	\$ -	\$ -

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

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 157,765	\$ 185,421	\$ -	\$ 112,254	\$ -
Revenues:					
Sales Taxes	538,118	532,322	537,680	537,680	600,000
Interest on Investments	6,960	5,999	1,500	4,509	5,704
Total Revenue	545,078	538,321	539,180	542,189	605,704
Total Sources	545,078	538,321	539,180	542,189	605,704
Expenditures:					
Contract Services	517,423	611,488	539,180	654,443	605,704
Total Expenditures	517,423	611,488	539,180	654,443	605,704
Total Uses	517,423	611,488	539,180	654,443	605,704
Sources Over(Under) Uses	27,655	(73,167)	-	(112,254)	-
Fund Balance @ 12/31	\$ 185,421	\$ 112,254	\$ -	\$ -	\$ -

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

Expenditures: Development within PV Shops per Developer Agreement

Transient Guest Tax

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ -	\$ -	\$ 225,000	\$ 55,001	\$ -
Revenues:					
Transient Guest Tax	-	54,769	225,000	109,538	225,000
Interest on Investments	-	232	-	-	-
Total Revenue	-	55,001	225,000	109,538	225,000
Total Sources	-	55,001	225,000	109,538	225,000
Expenditures:					
Contract Services	-	-	450,000	164,540	450,000
Total Expenditures	-	-	450,000	164,540	450,000
Total Uses	-	-	450,000	164,540	225,000
Sources Over(Under) Uses	-	55,001	(225,000)	(55,001)	-
Fund Balance @ 12/31	\$ -	\$ 55,001	\$ -	\$ -	\$ -

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

Expenditures: Paid to the TIF Bonds Trustee for deposit into the "Revenue Fund" per Developer Agreement

2022 Budget

Summary by Department

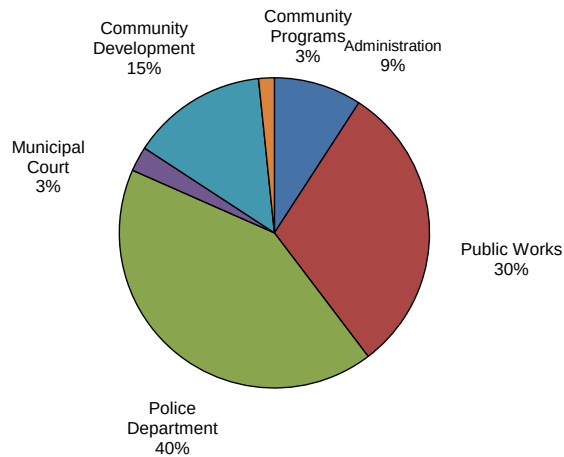
Department	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Administration	\$ 1,671,042	\$ 1,613,554	\$ 1,789,018	\$ 2,114,455
Public Works	5,250,855	5,368,596	5,883,444	6,305,508
Police Department	7,042,549	7,385,047	7,796,245	7,917,394
Municipal Court	499,208	456,013	578,826	576,546
Community Development	2,592,720	2,492,149	2,920,481	3,032,958
Community Programs	591,465	287,377	667,999	737,181
Total	\$ 17,647,839	\$ 17,602,736	\$ 19,636,013	\$ 20,684,042

Expenditures by Fund

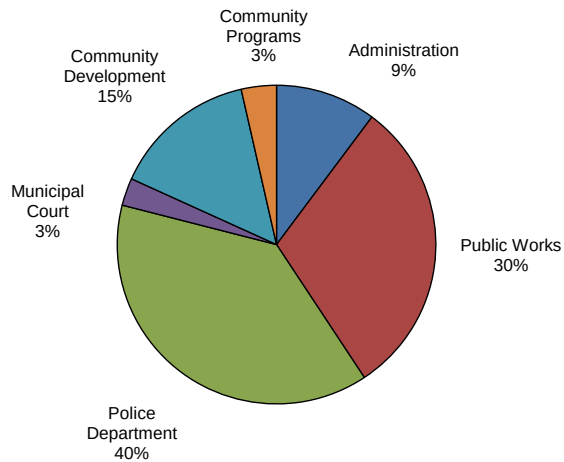
General Fund	\$ 15,577,784	\$ 15,568,893	\$ 17,340,400	\$ 18,311,704
Solid Waste Management Fund	1,958,342	1,852,064	2,172,208	2,233,361
Special Alcohol Fund	111,713	181,779	123,405	138,977
Total	\$ 17,647,839	\$ 17,602,736	\$ 19,636,013	\$ 20,684,042

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.

Budget by Department 2020 Actual



Budget by Department 2022 Budget



2022 Budget

Department: Administration

	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Expenditures by Program				
Mayor & Council	\$ 100,715	\$ 60,716	\$ 127,289	\$ 127,409
Management & Planning	592,401	557,151	571,814	863,770
Legal Services	143,134	144,052	175,000	175,000
Human Resources	200,315	181,652	229,695	247,542
Finance	330,153	347,832	350,049	334,814
City Clerk	304,324	322,151	335,171	365,920
Total	\$1,671,042	\$ 1,613,554	\$ 1,789,018	\$ 2,114,455

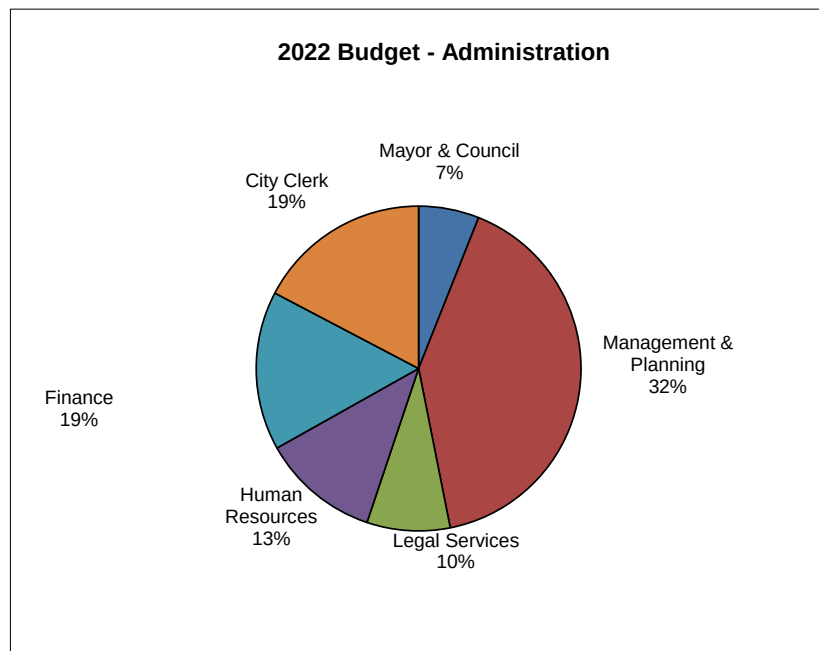
Expenditures by Character				
Personnel Services	\$1,061,769	\$ 1,088,382	\$ 1,086,248	\$ 1,317,356
Contract Services	528,885	472,492	617,420	710,749
Commodities	65,693	42,045	84,600	85,100
Capital Outlay	13,851	10,635	750	1,250
Total	\$1,670,198	\$ 1,613,554	\$ 1,789,018	\$ 2,114,455

Expenditures by Fund				
General Fund	\$1,671,042	\$ 1,613,554	\$ 1,789,018	\$ 2,114,455
Total	\$1,671,042	\$ 1,613,554	\$ 1,789,018	\$ 2,114,455

Full-time Equivalent Positions	9.30	9.48	9.18	10.55
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. In 2022 the oversight of IT shifted to Administration but is reflected in the Police budget.



2022 Budget

Department: Public Works

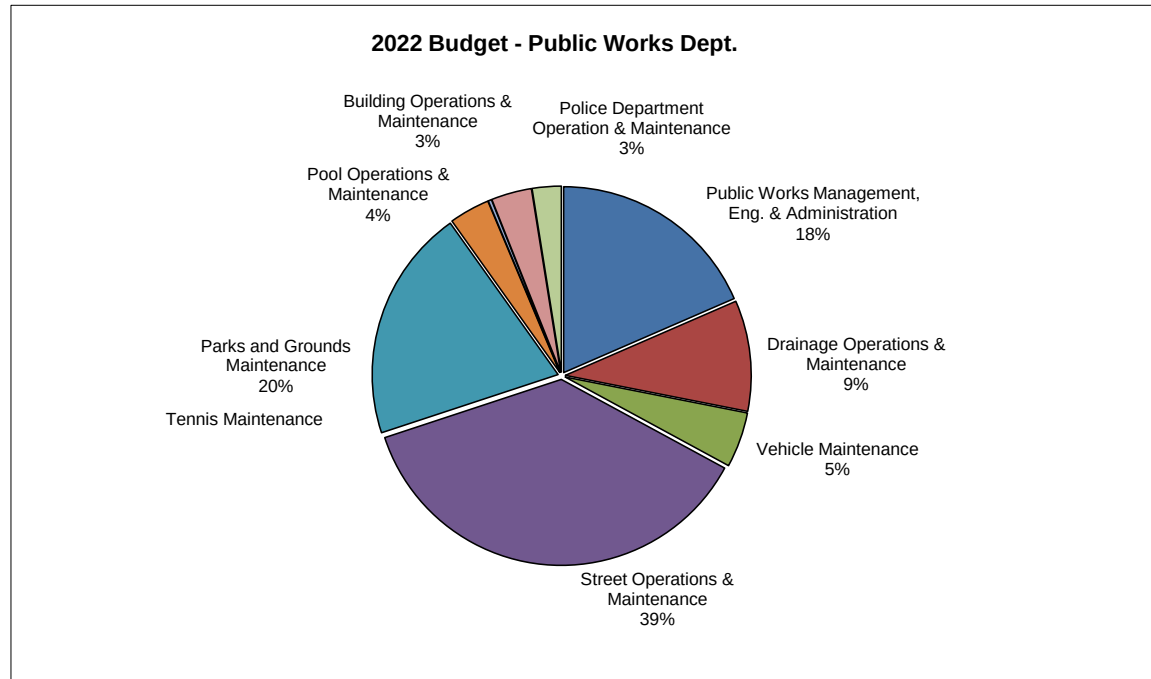
	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Expenditures by Program				
Management, Engineering & Administration	\$ 1,039,104	\$ 1,049,430	\$ 1,069,982	\$ 1,165,048
Drainage Operations & Maintenance	477,431	524,916	555,091	607,126
Vehicle Maintenance	272,911	277,233	285,994	303,150
Street Operations & Maintenance	1,977,298	2,047,482	2,301,579	2,334,276
Parks and Grounds Maintenance	932,365	1,041,125	1,109,648	1,274,760
Pool Operations & Maintenance	197,473	111,971	221,130	222,050
Tennis Maintenance	11,886	12,406	13,550	18,550
Building Operations & Maintenance	197,269	175,947	185,350	221,800
Police Department Operation & Maintenance	145,118	128,086	141,120	158,748
Total	\$ 5,250,855	\$ 5,368,596	\$ 5,883,444	\$ 6,305,508

Expenditures by Character				
Personnel Services	\$ 2,358,494	\$ 2,510,273	\$ 2,592,472	\$ 2,783,716
Contract Services	2,409,516	2,407,126	2,809,522	3,033,542
Commodities	428,658	410,390	443,950	448,750
Capital Outlay	54,187	40,807	37,500	39,500
Total	\$ 5,250,855	\$ 5,368,596	\$ 5,883,444	\$ 6,305,508

Expenditures by Fund				
General Fund	\$ 5,250,855	\$ 5,368,596	\$ 5,883,444	\$ 6,305,508
Total	\$ 5,250,855	\$ 5,368,596	\$ 5,883,444	\$ 6,305,508

Full-time Equivalent Positions	29.00	30.00	30.00	31.00
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In 2022, personnel services reflects the addition of a Maintenance Worker.



2022 Budget

Department: Police Department

	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Expenditures by Program				
Administration	\$ 468,324	\$ 496,916	\$ 529,284	\$ 537,524
Staff Services	888,895	965,575	991,659	1,024,957
Community Services	168,765	180,208	236,524	220,255
Crime Prevention	62,492	120,916	91,687	92,188
Patrol	3,377,998	3,432,395	3,680,608	3,501,263
Investigations	666,848	719,378	750,025	776,815
Special Investigations Unit	159,193	242,870	293,278	302,025
D.A.R.E.	111,713	181,779	123,405	138,977
Professional Standards	182,505	199,121	207,031	243,479
Off-Duty Contractual	34,131	7,558	37,787	37,713
Traffic Unit	445,909	342,999	334,168	462,692
Information Technology	475,776	495,333	520,789	579,506
Total	\$7,042,549	\$ 7,385,047	\$ 7,796,245	\$ 7,917,394

Expenditures by Character

Personnel Services	\$5,834,443	\$ 6,107,837	\$ 6,291,411	\$ 6,283,426
Contract Services	888,040	914,527	983,415	1,177,918
Commodities	158,530	174,732	210,455	236,950
Capital Outlay	161,536	187,951	310,964	219,100
Total	\$7,042,549	\$ 7,385,047	\$ 7,796,245	\$ 7,917,394

Expenditures by Fund

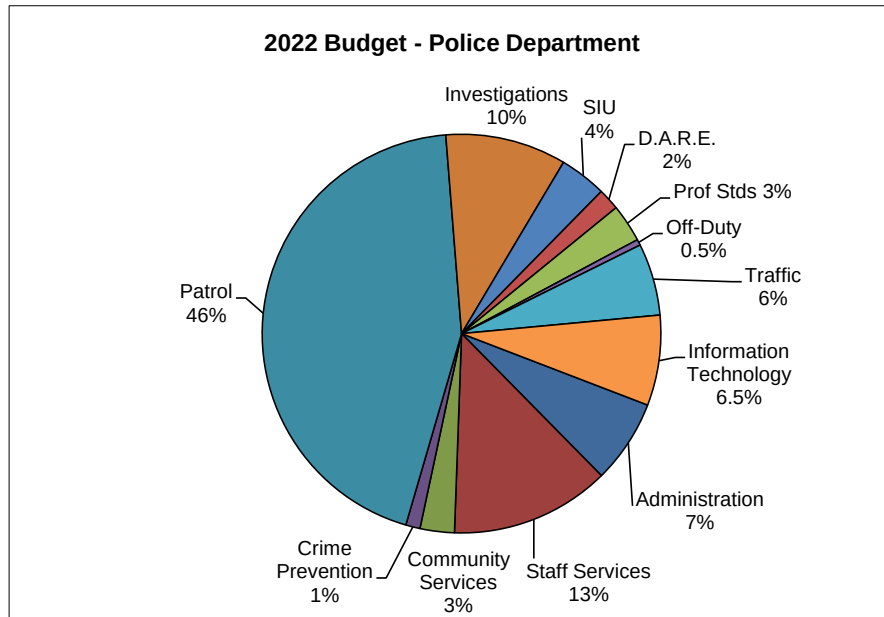
General Fund	\$6,930,836	\$ 7,203,268	\$ 7,672,840	\$ 7,778,417
Special Alcohol Fund	111,713	181,779	123,405	138,977
Debt Service Fund	-	-	-	-
Total	\$7,042,549	\$ 7,385,047	\$ 7,796,245	\$ 7,917,394

Full-time Equivalent Positions

60.00	59.00	61.00	61.00
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Notes

- in 2018, Information Technology was moved from the Administration budget to the Police Department budget. In 2022 the oversight of IT shifted to Administration but is reflected in the Police budget.



2022 Budget

Department: Community Development

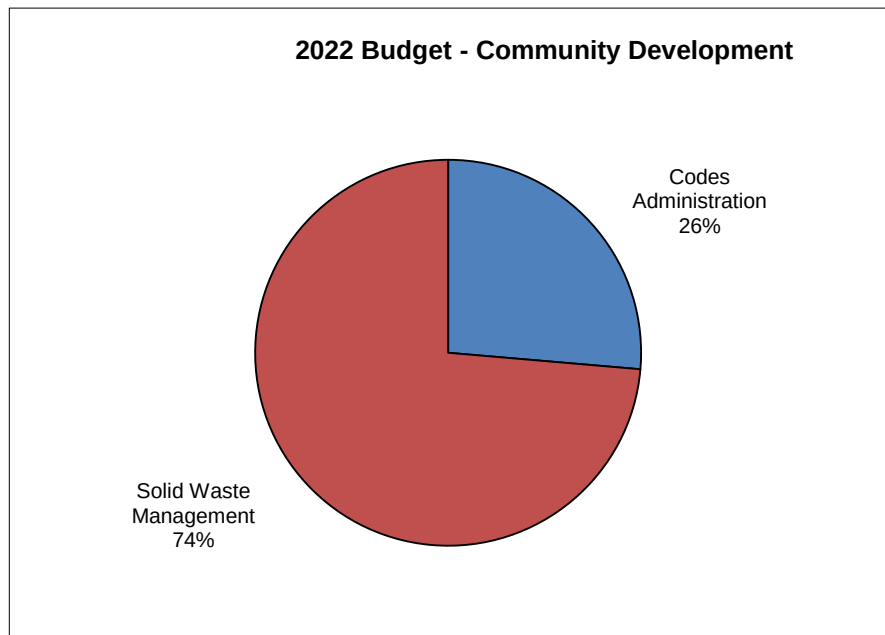
	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Expenditures by Program				
Codes Administration	634,378	640,085	748,273	799,597
Solid Waste Management	1,958,342	1,852,064	2,172,208	2,233,361
Total	\$2,592,720	\$ 2,492,149	\$ 2,920,481	\$ 3,032,958

Expenditures by Character				
Personnel Services	\$ 596,802	\$ 646,204	\$ 726,919	\$ 703,064
Contract Services	1,982,873	1,838,757	1,905,416	2,051,283
Commodities	11,819	7,188	16,400	16,250
Capital Outlay	1,226	0	2,600	2,600
Debt Service	-	-	-	-
Contingency	-	-	269,146	259,761
Total	\$2,592,720	\$ 2,492,149	\$ 2,920,481	\$ 3,032,958

Expenditures by Fund				
General Fund	634,378	640,085	748,273	799,597
Solid Waste Management Fund	1,958,342	1,852,064	2,172,208	2,233,361
Total	\$2,592,720	\$ 2,492,149	\$ 2,920,481	\$ 3,032,958

Full-time Equivalent Positions	6.20	8.32	7.82	7.45
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- In 2019, personnel services reflects budget for a second Codes Support Specialist.



2022 Budget

Department: Municipal Court

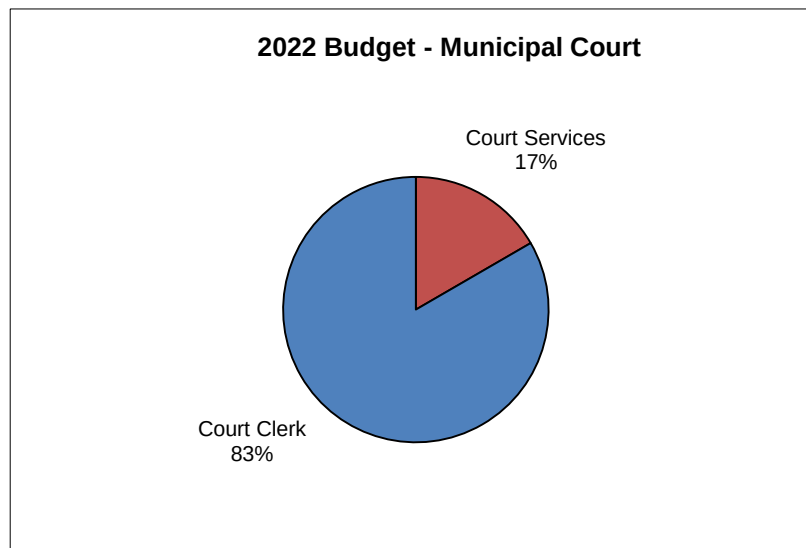
	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Expenditures by Program				
Court Services	79,381	78,562	93,896	95,940
Court Clerk	419,827	377,451	484,930	480,606
Total	\$ 499,208	\$ 456,013	\$ 578,826	\$ 576,546

Expenditures by Character				
Personnel Services	\$ 343,912	\$ 329,058	\$ 404,568	\$ 399,119
Contract Services	145,938	123,889	168,258	171,427
Commodities	2,256	3,066	4,000	4,000
Capital Outlay	7,102	-	2,000	2,000
Total	\$ 499,208	\$ 456,013	\$ 578,826	\$ 576,546

Expenditures by Fund				
General Fund	\$ 499,208	\$ 456,013	\$ 578,826	\$ 576,546
Total	\$ 499,208	\$ 456,013	\$ 578,826	\$ 576,546

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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2022 Budget

Department: Community Programs

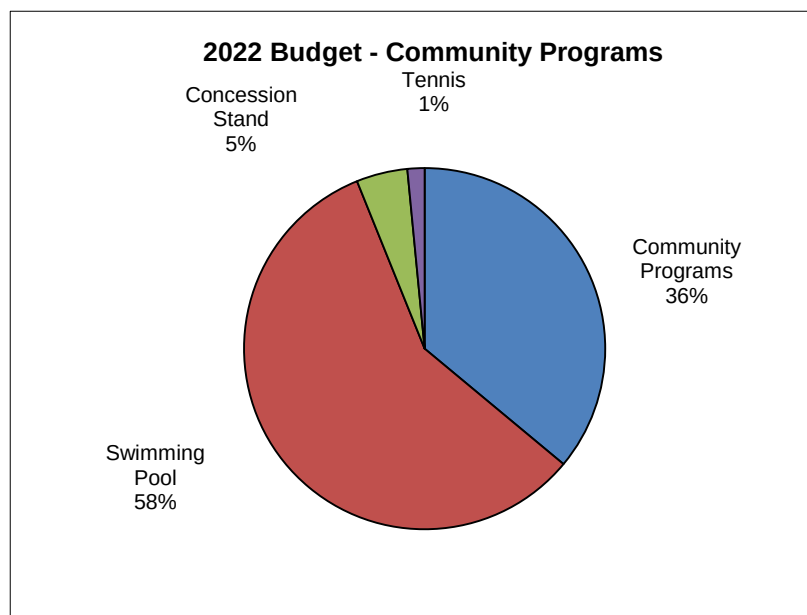
	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Expenditures by Program				
Community Programs	\$ 176,118	\$ 185,410	\$ 239,958	\$ 265,670
Swimming Pool	382,283	91,753	389,788	426,497
Concession Stand	23,921	260	33,720	33,720
Tennis	9,143	9,954	4,533	11,294
Total	\$ 591,465	\$ 287,377	\$ 667,999	\$ 737,181

Expenditures by Character				
Personnel Services	\$ 453,034	\$ 189,993	\$ 495,485	\$ 535,008
Contract Services	106,452	71,720	111,964	140,373
Commodities	31,979	21,413	50,550	50,800
Capital Outlay	-	4,251	10,000	11,000
Total	\$ 591,465	\$ 287,377	\$ 667,999	\$ 737,181

Expenditures by Fund				
General Fund	\$ 591,465	\$ 287,377	\$ 667,999	\$ 737,181
Special Alcohol Fund	46,351	65,000	65,000	69,000
Debt Service Fund	0	0	0	0
Total	\$ 637,816	\$ 352,377	\$ 732,999	\$ 806,181

Full-time Equivalent Positions	20.80	20.80	21.30	21.30
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- In 2020, personnel services reflects budget for a Special Events Coordinator.



2022 Budget

FTE Summary by Department

Department	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Administration	9.30	9.48	9.18	10.55
Information Technology	-	-	-	2.00
Public Works	29.00	30.00	30.00	31.00
Police Department	60.00	59.00	61.00	59.00
Municipal Court	5.25	5.25	5.25	5.25
Community Development	6.20	8.32	7.82	7.45
Community Programs	20.80	20.80	21.30	21.30
Total FTE	130.55	132.85	134.55	136.55
City Governance <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

FTE Summary by Program

Program	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Management & Planning	2.30	2.48	2.48	3.85
Public Works Mgmt., Engineering & Admin	8.00	8.00	8.00	8.00
Drainage Operation & Maintenance	5.00	6.00	6.00	6.00
Vehicle Maintenance	3.00	3.00	3.00	3.00
Street Operation & Maintenance	5.00	5.00	5.00	5.00
Parks and Grounds Maintenance	8.00	8.00	8.00	9.00
Police Department Administration	2.00	2.00	2.00	2.00
Staff Services	10.00	10.00	10.00	10.00
Community Services	2.00	2.00	2.00	2.00
Crime Prevention	1.00	1.00	1.00	1.00
Patrol	30.00	29.00	29.00	29.00
Investigations	6.00	6.00	6.00	6.00
Special Investigations	2.00	2.00	2.00	3.00
D.A.R.E.	1.00	1.00	1.00	1.00
Professional Standards	1.00	1.00	1.00	1.00
Traffic	5.00	5.00	5.00	4.00
Information Technology	-	-	2.00	2.00
Bailiff	0.25	0.25	0.25	0.25
Court Clerk	5.00	5.00	5.00	5.00
Human Resources	1.00	1.00	1.00	1.00
Finance	2.00	2.00	2.00	2.00
Codes Administration	5.90	7.87	7.37	7.00
Solid Waste Management	0.30	0.45	0.45	0.45
City Clerk	4.00	4.00	3.70	3.70
Community Programs	0.78	1.00	1.50	1.50
Swimming Pool	16.82	16.60	16.60	16.60
Concession Stand	3.00	3.00	3.00	3.00
Tennis	0.20	0.20	0.20	0.20
Total FTE	130.55	132.85	134.55	136.55
Mayor & Council <i>(unpaid positions)</i>	13.00	13.00	13.00	13.00

2022 Budget

FTE Summary by Department

Department	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Administration	9.30	9.48	9.18	10.55
Information Technology	-	-	-	2.00
Public Works	29.00	30.00	30.00	31.00
Police Department	60.00	59.00	61.00	59.00
Municipal Court	5.25	5.25	5.25	5.25
Community Development	6.20	8.32	7.82	7.45
Community Programs	20.80	20.80	21.30	21.30
Total FTE	130.55	132.85	134.55	136.55
City Governance (<i>unpaid positions</i>)	13.00	13.00	13.00	13.00

FTE Summary by Position

Department/Position	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Administration				
City Administrator	1.00	1.00	1.00	1.00
Deputy City Administrator	0.30	0.48	0.48	0.85
Assistant City Administrator	-	-	-	1.00
Public Information Officer	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	1.00	1.00	1.00	1.00
Receptionist	1.00	1.00	0.70	0.70
Administrative Support Specialist	2.00	2.00	2.00	2.00
City Clerk	1.00	1.00	1.00	1.00
Information Technology	-	-	-	2.00
Total	9.30	9.48	9.18	12.55
Public Works				
Public Works Director	1.00	1.00	1.00	1.00
Senior Project Manager	-	-	1.00	1.00
Project Inspector	1.00	1.00	1.00	1.00
Manager of Engineering Services	1.00	1.00	-	-
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Stormwater Engineer	-	1.00	1.00	1.00
Forestry Specialist	1.00	1.00	1.00	1.00
Crew Leader	4.00	5.00	5.00	5.00
Maintenance Workers	14.00	14.00	14.00	15.00
Mechanic	1.00	1.00	1.00	1.00
Seasonal Laborers	1.00	-	-	-
Total	29.00	30.00	30.00	31.00
Police Department				
Police Chief	1.00	1.00	1.00	1.00
Police Major	-	-	1.00	-
Police Captain	2.00	2.00	2.00	3.00
Police Sergeant	7.00	7.00	7.00	5.00
Police Corporal	4.00	3.00	3.00	4.00
Police Officer	33.00	33.00	33.00	34.00
Executive Assistant	1.00	1.00	1.00	1.00
Communications Supervisor	1.00	1.00	-	-
Dispatcher	6.00	6.00	6.00	6.00
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Community Service Officer	2.00	2.00	2.00	2.00
Information Technology	-	-	2.00	-
Total	60.00	59.00	61.00	59.00

2022 Budget

FTE Summary by Position

Department/Position	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Municipal Justice				
Court Bailiff	0.25	0.25	0.25	0.25
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk	4.00	4.00	4.00	4.00
Total	5.25	5.25	5.25	5.25
Community Development				
Deputy City Administrator	0.70	0.52	0.52	0.15
Receptionist	-	0.30	0.30	0.30
Codes Support Specialist	1.00	2.00	2.00	2.00
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	2.00	2.00	2.00	2.00
Building Inspector	1.00	2.00	2.00	2.00
Management Intern	0.50	0.50	-	-
Total	6.20	8.32	7.82	7.45
Community Programs				
Assistant City Administrator	1.00	1.00	1.00	1.00
Special Events Coordinator	-	-	0.50	0.50
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Concession Worker	3.00	3.00	3.00	3.00
Tennis Instructor	0.20	0.20	0.20	0.20
Total	20.80	20.80	21.30	21.30
Grand Total	130.55	132.85	134.55	136.55
Unpaid Positions				
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	13.00	13.00	13.00	13.00
Appointed/Contracted Officials				
City Attorney/Assistant City Attorney	0.05	0.05	0.05	0.05
City Planner	0.05	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05	0.05
City Prosecutor	0.50	0.50	0.50	0.50
Municipal Judge	0.50	0.50	0.50	0.50
Public Defender	0.25	0.25	0.25	0.25
Total	1.40	1.40	1.40	1.40



1

City of Prairie Village 2022 Budget

- City Council Meeting
May 17, 2021



Budget Process Recap

2

- Budget Goals and Objectives (Approved March 2021)
- Insurance Cost Assumptions (Approved April 2021)
- Revenue Estimates (Reviewed April 2021)
- Internal Budget Review (April 2021)
- Finance Committee presented with the initial budget April 22
- City Council reviewed preliminary CIP May 3
- Finance Committee voted on Decision Packages May 4



General Fund Budget Highlights

3

- The “all in number” for expenditures in the 2022 General Fund represents a 5% increase in comparison to the 2021 Budget - \$25,638,229 versus \$ 24,349,734
- If the Mill Levy rate stays at 19.321 we meet the 25% fund balance goal.
 - The Finance Committee approved \$509,000 in decision package items. This budget includes those items but they will be reviewed individually by the whole Council.
- We budget the General Fund balance at a 25% target fund balance (25% of revenues less transfers in and less the transfer to the Bond & Interest Fund)



City Expenditure Categories

4

- ❑ Personnel 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
- ❑ Contingency
- ❑ Transfers



City Revenue Categories

5

General Fund					
	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	7,631,066	7,480,651	6,615,787	7,764,923	7,747,125
Property Taxes	7,530,237	8,179,161	8,703,712	8,703,712	9,138,898
Sales Taxes	5,449,864	5,446,984	5,450,000	5,450,000	5,570,000
Use Tax	1,509,888	1,811,879	1,380,000	1,811,879	1,554,004
Motor Vehicle Tax	751,900	746,852	762,507	762,507	796,411
Liquor Tax	130,232	109,748	136,477	136,477	105,052
Franchise Fees	1,900,281	1,842,970	1,959,500	1,842,970	1,905,797
Licenses & Permits	1,002,391	728,297	652,883	902,883	854,383
Charges for Services	1,742,963	1,722,975	1,799,226	1,799,226	1,803,879
Fines & Fees	863,819	694,784	931,750	863,819	868,762
Recreational Fees	416,620	29,745	410,150	393,150	424,650
Interest on Investments	160,658	139,674	60,000	60,000	134,608
Miscellaneous	126,158	106,270	120,900	120,900	130,622
Transfer from Stormwater	565,000	565,000	600,000	600,000	600,000
Total Revenue	\$22,150,014	\$22,124,338	\$22,967,105	\$23,447,524	\$23,887,066



City Expenditure Categories

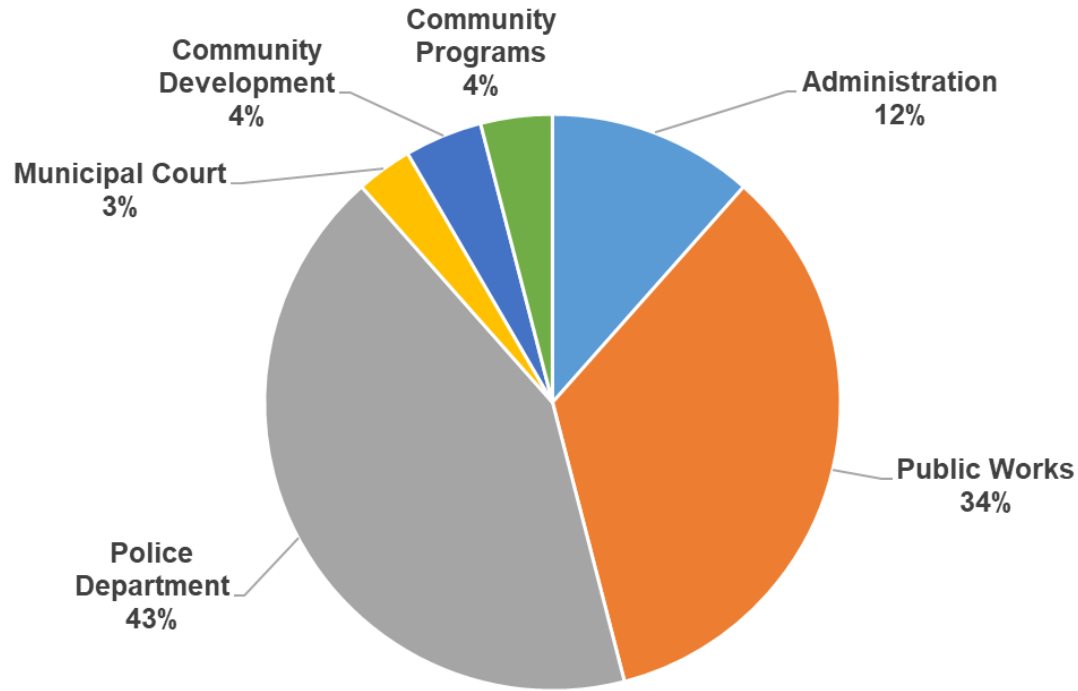
6

	General Fund				
	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Expenditures:					
Personnel Services	10,580,486	10,658,499	11,463,729	11,255,617	11,911,253
Contract Services	4,128,502	3,940,077	4,720,457	4,578,843	5,284,151
Commodities	686,658	644,964	792,400	768,628	840,850
Capital Outlay	238,746	243,643	363,814	352,900	275,450
Contingency			500,000		500,000
Total Expenditures	15,634,391	15,487,183	17,840,400	16,955,988	18,811,704
Transfers to Other Funds:					
Transfer to Capital Infrastructure Fund	5,155,116	4,653,109	4,523,800	4,523,800	5,307,000
Transfer to Bond and Interest Fund	1,074,975	1,301,229	1,319,534	1,319,534	1,050,725
Transfer to Risk Management Fund	35,000	35,000	-	-	-
Transfer to Economic Dev. Fund	-	65,000	136,000	136,000	136,000
Transfer to Equipment Reserve Fund	400,000	455,385	530,000	530,000	332,800
Total Transfers	6,665,091	6,509,723	6,509,334	6,509,334	6,826,525
Total Uses	22,299,482	21,996,906	24,349,734	23,465,322	25,638,229



Department Budget

7



Budget by Department



Department Budgets

8

General Fund: Summary by Department				
Department	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Administration	1,671,041	1,613,554	1,789,018	2,114,455
Public Works	5,250,855	5,368,596	5,883,444	6,305,508
Police Department	6,987,445	7,121,559	7,672,840	7,778,986
Municipal Court	499,208	456,013	578,826	575,977
Community Development	634,377	640,084	748,273	799,597
Community Programs	591,465	287,377	667,999	737,181
Total	15,634,391	15,487,183	17,340,400	18,311,704



Preliminary 2022 Budget at a Glance

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Prairie Village 2022 Budget at a Glance

Property Tax Mill Levy Rate	19.321
<i>(assuming capture of growth)</i>	
Total Assessed Valuation	\$469,256,976
Stormwater Utility Fee per Square Foot of Impervious Area	\$0.04
Total Housing Units	10,298
Population (2019 Estimate)	22,295
Total General Fund Budget	\$25,638,229
Annual City Tax Liability - Avg.	\$845
Monthly City Tax Liability - Avg.	\$70
Outstanding Debt as of Dec. 31, 2022	\$20,505,000



Average Prairie Village Home

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Year	Mill Levy Rate	Average Home Appraised Value	Prairie Village Annual Cost	Prairie Village Monthly Cost
2016 for 2017	19.471	\$274,082	\$614	\$51.00
2017 for 2018	19.311	\$303,463	\$674	\$56.00
2018 for 2019	19.314	\$334,382	\$743	\$62.00
2019 for 2020	19.320	\$359,987	\$800	\$67.00
2020 for 2021	19.321	\$377,986	\$840	\$70.00
2021 for 2022	19.321	\$380,419	\$845	\$70.42



Johnson County Cities 2020 Mill Levies On each \$1,000 Tangible Assessed Valuation

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Roeland Park	26.632	11.201	1.916			39.749
Spring Hill C/F	24.762	12.387	2.214		0.298	39.661
Westwood Hills	22.828	11.201	4.705			38.734
Bonner Springs	24.530		9.321		4.477	38.328
Mission Hills	21.955	11.201	0.800			33.956
Westwood	20.812	11.201	0.500			32.513
Fairway	17.729	11.201	2.198			31.128
Prairie Village	19.321	11.201	-			30.522
Edgerton	30.381					30.381
Lenexa	22.946		6.296			29.242
Mission	17.048	11.201				28.249
Merriam	26.520		1.038			27.558
Shawnee	20.129	1.294	5.078			26.501
De Soto	14.108	5.809	5.233			25.150
Leawood	19.754		5.003			24.757
Olathe C/F	9.938	1.731	9.724		3.047	24.440
Gardner	14.622		6.043			20.665
Overland Park	12.619			0.963		13.582

S: 2020 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



Mill Levy (updated)

12

Johnson County Cities 2020 Mill Levies (Without Fire District) On each \$1,000 Tangible Assessed Valuation

City	Mill Levy				
	City	Fire	Bond & Interest	Stormwater	Other
Spring Hill C/F	24.762	12.387	2.214		0.298
Bonner Springs	24.530		9.321		4.477
Edgerton	30.381				
Lenexa	22.946		6.296		
Roeland Park	26.632	-	1.916		
Merriam	26.520		1.038		
Westwood Hills	22.828	-	4.705		
Shawnee	20.129	1.294	5.078		
De Soto	14.108	5.809	5.233		
Leawood	19.754		5.003		
Olathe C/F	9.938	1.731	9.724		3.047
Mission Hills	21.955	-	0.800		
Westwood	20.812	-	0.500		
Gardner	14.622		6.043		
Fairway	17.729	-	2.198		
Prairie Village	19.321	-	-		
Mission	17.048	-			
Overland Park	12.619			0.963	

S: 2020 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.

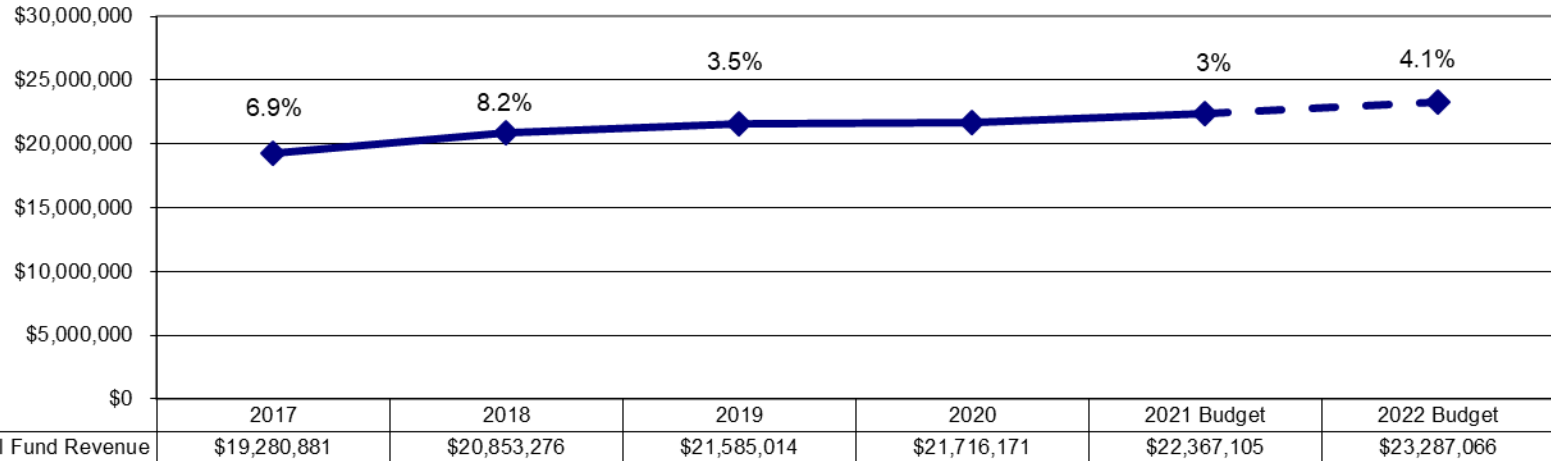


Revenue Trends 2017 - 2022

13

Property Tax	39%	Franchise Fees	8%	Recreation Fees	2%
Sales Tax	24%	License and Permits	4%	Charges for Services	8%
Use Tax	7%	Fines and Fees	4%	Other	5%

Total General Fund Revenue 2017 - 2022 Projected





Expenditure Trends 2019 – 2022

14

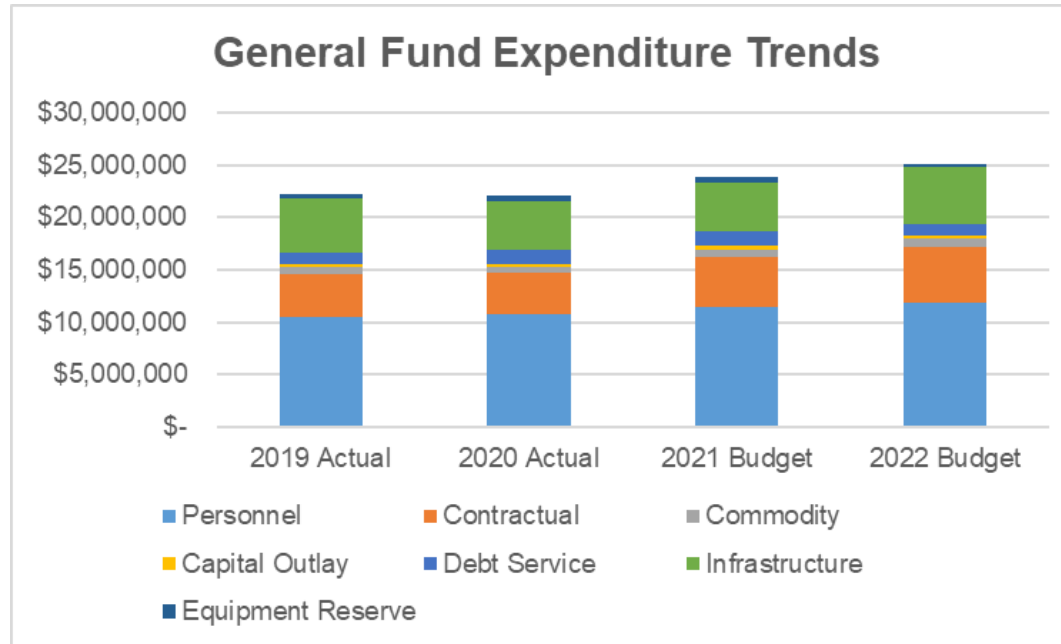
Personnel Services
Contract Services
Commodities

48%
21%
3%

Capital Outlay
Debt Service
Infrastructure

1%
4%
21%

Equipment Reserve 1%





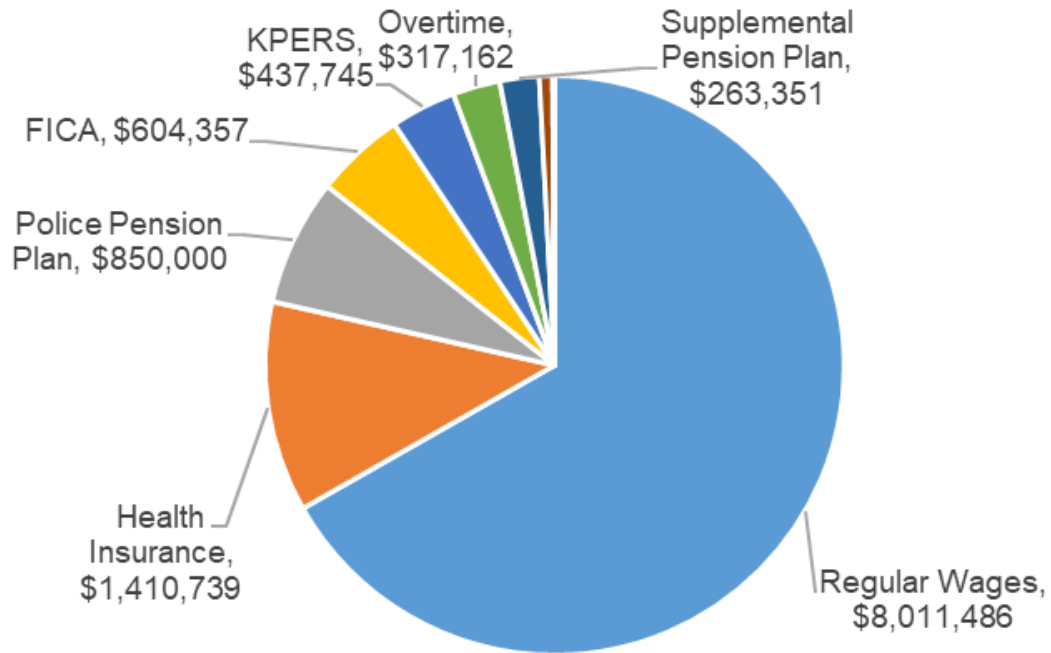
15

PERSONNEL SERVICES



Personnel Services (all funds)

16





Personnel Services (all funds)

17

Personnel Services, All Funds				
	2019 Actual	2020 Actual	2021 Budget	2022 Budget
Regular Wages	\$7,036,994	\$7,241,875	\$7,698,425	\$8,011,486
Health Insurance	\$1,158,085	\$1,154,162	\$1,360,906	\$1,410,739
Police Pension Plan	\$750,000	\$850,000	\$850,000	\$850,000
FICA	\$550,473	\$553,055	\$550,527	\$604,357
KPERS	\$381,693	\$405,567	\$408,535	\$437,745
Overtime	\$350,942	\$251,785	\$315,999	\$317,162
Supplemental Pension Plan	\$223,073	\$249,405	\$215,000	\$263,351
Dental/Vision/Life/LTD	\$78,470	\$77,936	\$84,005	\$89,406
State Unemployment Insurance	\$7,176	\$7,465	\$23,766	\$7,900
Employee Assistance Program	\$2,555	\$4,116	\$3,053	\$3,076
Identity Theft Insurance	\$1,471	\$1,177	\$1,816	\$1,295
Total	\$10,540,932	\$10,796,543	\$11,512,032	\$11,996,516



Personnel Services

18

- Maintain Compensation & Retention Strategies Approved by the Council in 2017
 - A proposal to update the salary survey is included in the 2022 Decision Packages
 - Proficient employees would expect to reach the midpoint in their salary range after 7 years – equates to approx. 1% - 2%
 - Merit pool for 2022 is recommended at 3.5% as a placeholder (0.5% more than 2021)
 - Lori Messer (compensation consultant) was contacted – she projected salary movement in the KC public sector market at 3% currently
 - Projected 2022 merit increases in other cities are between 3-4% on average
 - Health Insurance budget assumes a 10% increase



Personnel Services

19

FTE by Department	
Administration	11
Public Works	31
Police	59
Information Technology	2
Municipal Court	5.25
Community Development	7
Community Programs	1.5
Governing Body (<i>Unpaid</i>)	13
Total	129.75

Does not include seasonal employees. The seasonal budget included in Community Programs is \$330,000.



21

CONTRACT SERVICES



Contract Services

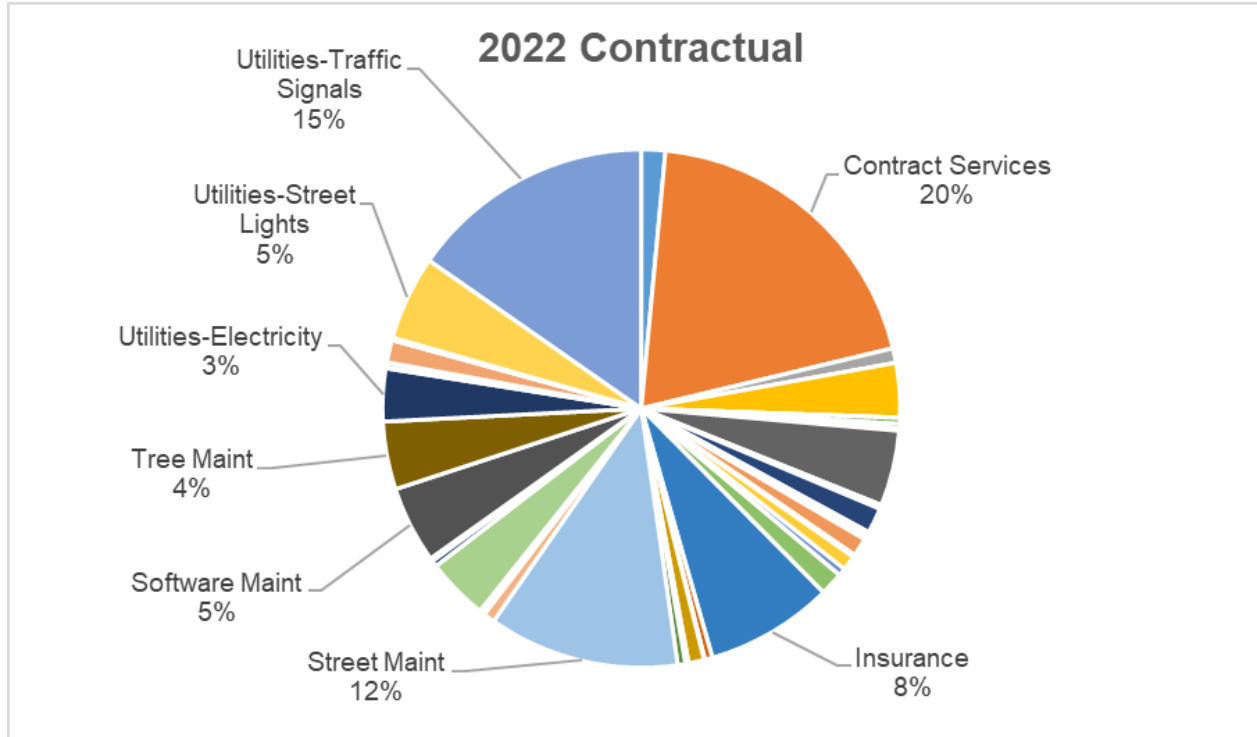
22

- Contract Services
 - ▣ Accounts for 21% of the General Fund expenditure budget
 - ▣ Includes a 10% increase between 2021 and 2022
 - ▣ Contract Service includes:
 - Traffic Signals
 - Street Maintenance & Repair
 - Insurance – Property & Workers Compensation
 - Consulting services
 - Street Lights
 - Tree Maintenance
 - Building Maintenance
 - Legal
 - Utilities
 - Training
 - Software Maintenance Contracts
 - Lease Fee Payments (*Shifting from Equipment Reserve Capital Budget starting in 2022*)



Contract Services

23





24

COMMODITIES



Commodities

25

□ Commodities

- ▣ Accounts for 3% of the General Fund expenditure budget
- ▣ Includes a 3% increase between 2021 and 2022
- ▣ Commodities includes:
 - Office supplies
 - Postage
 - Fuel - \$2.75 per gallon (usage audit conducted)



26

CAPITAL OUTLAY



Capital Outlay

27

□ Capital Outlay

- ▣ Accounts for 1% of the General Fund expenditure budget
- ▣ Includes a 26% decrease in expenditures over the 2021 budget
- ▣ Capital Outlay includes:
 - Equipment with a useful life greater than one year
 - Non-Leased Vehicles (*Leased vehicles now reflected as a lease payment in Contractual Services*)
 - Field equipment



28

EQUIPMENT RESERVE FUND



Equipment Reserve

29

	2022 Budget
IT Projects	
PD Laptop Replacement (2023 - 2024 project)	20,000
Server Replacement	10,000
PD Radio Replacement	50,000
PD In car video / BWC	20,000
Traffic Camera	15,000
Fixed Location License Plate Reader (\$30,000 total)	20,000
DATTO Recovery (Dual Redudancy Server)	45,000
Citywide Laptop/Computer Replacement	25,000
City Hall Camera Replacement	10,000
Total IT Projects	215,000
Equipment/Vehicle Replacement	
PW Bobcat (2021) @ \$35,000	35,000.00
New replacement mower (2022) @\$16,000	16,000.00
New Z Aerating Machine @\$20,000	20,000.00
Total Equipment/Vehicle Replacement	71,000
Total Expenditures	286,000





Contingency

31

- Contingency - \$500,000
 - ▣ Accounts for 2% of the General Fund expenditure budget
 - ▣ There was no change between the 2021 and 2022 budget
 - ▣ Contingency funds are budgeted for emergencies and unplanned major expenditures



32

SOLID WASTE FUND



2022 Solid Waste Rates

33

	Residential Rate Per Household
Current Rates	\$18.12 per month/\$218 per year
2022 Proposed Rates	\$18.92 per month/\$227 per year

- 3.25% rate increase with Republic for 2022
- 1.5 month reserve amount needed for 2022 = \$260,395



Solid Waste Assessment History

34

Year	Annual Assessment
2013	\$158.52
2014	\$174.00
2015	\$174.00
2016	\$174.00
2017	\$192.00
2018	\$192.00
2019	\$207.00
2020	\$228.00
2021	\$218.00
2022	\$227.00

2022 Solid Waste Fund Budget

Solid Waste Management Fund

	2019 Actual	2020 Actual	2021 Budget	2021 Estimate	2022 Budget
Fund Balance 1/1	\$ 359,030	\$ 187,024	\$ 295,000	\$ 297,790	\$ 273,211
Revenues:					
Licenses & Permits	1,296	5,058	1,300	2,500	2,500
Charges for Services	1,745,067	1,911,831	1,835,908	1,835,908	1,918,150
Interest on Investments	39,973	45,941	40,000	40,000	40,000
Miscellaneous	-	-	-	-	-
Total Revenue	1,786,336	1,962,830	1,877,208	1,878,408	1,960,650
 Total Sources	 1,786,336	 1,962,830	 1,877,208	 1,878,408	 1,960,650
Expenditures:					
Personnel Services	33,900	34,818	36,896	36,896	42,574
Contract Services	1,924,442	1,817,246	1,865,166	1,865,091	1,930,026
Commodities	-	-	1,000	1,000	1,500
Contingency	-	-	269,146	-	259,761
Total Expenditures	1,958,342	1,852,064	2,172,208	1,902,987	2,233,861
 Total Uses	 1,958,342	 1,852,064	 2,172,208	 1,902,987	 2,233,861
Sources Over(Under) Uses	(172,006)	110,766	(295,000)	(24,579)	(273,211)
 Fund Balance @ 12/31	 \$ 187,024	 \$ 297,790	 \$ -	 \$ 273,211	 \$ -



Outside Agency Funding

36

City of Prairie Village Outside Agency Funding

	2020 Budget	2020 Actuals	2021 Budget	2022 Preliminary
Outside Agencies				
Alcohol Funds - dispersed to various agencies	40,000	40,000	40,000	44,000
United Community Services - Human Service Fund	8,300	8,300	8,300	10,000
National League of Cities	2,000	1,953	2,000	2,000
League of Kansas Municipalities	15,000	16,705	16,000	17,000
MARC	8,500	6,593	8,500	8,800
NE JO CO Chamber Membership	2,300	2,200	2,300	2,300
NE Jo CO Chamber for Events and Chamber dinner	1,950	750	1,950	1,950
SMEF (Shawnee Mission Educational Foundation)	1,500	500	1,500	1,500
Committees				
Village Fest (estimated revenue of \$9,000)	20,000	12,655	20,000	20,000
Arts Council	14,500	14,500	14,500	14,500
Environmental Committee	8,000	-	8,000	8,000
Jazz Fest	10,000	10,000	10,000	10,000
Diversity Committee	0	0	0	10,000



2022 BUDGET

Public Works CIP



2022 CIP Budget

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PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2022 BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	PROJECT TOTAL
PARK							
POOLRESV	Park Infrastructure Reserve	\$ 206,613.19	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 626,613.19
	Harmon Play Set + Park Updates	\$ 575,000.00	\$ 500,000.00				\$ 1,075,000.00
	Taliaferro Tennis Court Resurface		\$ 20,000.00				\$ 20,000.00
	Windsor Park Restrooms		\$ 450,000.00				\$ 450,000.00
	2023 Park Project		\$ 50,000.00	\$ 250,000.00			\$ 300,000.00
	2024 Park Project			\$ 50,000.00	\$ 250,000.00		\$ 300,000.00
	2025 Park Project				\$ 50,000.00	\$ 250,000.00	\$ 300,000.00
	2026 Park Project					\$ 50,000.00	\$ 50,000.00
PARK TOTAL PER YEAR		\$ 781,613.19	\$ 1,125,000.00	\$ 405,000.00	\$ 405,000.00	\$ 405,000.00	\$ 3,121,613.19
			\$ -	\$ -	\$ -	\$ -	
DRAINAGE							
WDPRRESV	Water Discharge Program Reserve	\$ 1,639.13	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 91,639.13
DRAIN22x	Drainage Repair Program		\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 3,600,000.00
DRAINAGE TOTAL PER YEAR		\$ 1,639.13	\$ 930,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 3,691,639.13
			\$ -	\$ -	\$ -	\$ -	



2022 CIP Budget

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PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2022 BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	PROJECT TOTAL
STREETS							
TRAFRESV	Traffic Calming Program Reserve	\$ 18,279.95	\$ 20,000.00		\$ 20,000.00		\$ 58,279.95
PAVP2022	Residential Street Rehabilitation Program		\$ 3,166,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 12,166,000.00
UBAS2022	UBAS Overlay Program		\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 1,600,000.00
NAAV0004	Nall Ave - 79th St to 83rd St (CARS)	\$ 100,000.00	\$ 1,500,000.00				\$ 1,600,000.00
NAAV0005	Nall Ave - 67th St to 75th St (CARS & OP)	\$ 50,000.00	\$ 200,000.00	\$ 2,485,000.00			\$ 2,735,000.00
MIRD0009	Mission Rd - 63rd St to 67th Ter (CARS)			\$ 85,000.00	\$ 720,000.00		\$ 805,000.00
NAAV0007	Nall Ave - 75th St to 79th St (CARS)			\$ 110,000.00	\$ 760,000.00		\$ 870,000.00
ROAV0007	Roe Ave - N City Limit to 63rd St			\$ 5,000.00	\$ 16,000.00		\$ 21,000.00
SODR0005	Somerset Dr - State Line to Reinhardt UBAS (CARS)				\$ 20,000.00	\$ 688,000.00	\$ 708,000.00
NAAV0006	Nall Ave - 63rd St to 67th St UBAS (CARS)				\$ 20,000.00	\$ 295,000.00	\$ 315,000.00
75ST0002	75th St - State Line to Mission Rd (CARS)				\$ 20,000.00	\$ 762,000.00	\$ 782,000.00
83ST0003	83rd St - E City Limit to Nall Ave (CARS)					\$ 160,000.00	\$ 160,000.00
STREET TOTAL PER YEAR		\$ 168,279.95	\$ 5,286,000.00	\$ 6,085,000.00	\$ 4,976,000.00	\$ 5,305,000.00	\$ 21,820,279.95
			\$ -	\$ -	\$ -	\$ -	



2022 CIP Budget

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BUILDING

BLDGResv	Building Reserve	\$ 165,431.24	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 365,431.24
	City Hall Remodel Preliminary Design		\$ 100,000.00				\$ 100,000.00
	Energy Audit Updates - Category 1		\$ 170,000.00				\$ 170,000.00
BUILDING TOTAL PER YEAR		\$ 165,431.24	\$ 320,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 635,431.24

\$ - \$ - \$ - \$ -

OTHER

ADARESVx	ADA Compliance Program Reserve	\$ 66,275.91	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 166,275.91
CONC2022	Concrete Repair Program		\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 2,400,000.00
	Ped Bridge @ Prairie School & Mission Hills		\$ 150,000.00				\$ 150,000.00
SEWAGE & CURB TOTAL PER YEAR		\$ 66,275.91	\$ 775,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 2,716,275.91

\$ - \$ - \$ - \$ -

CIP TOTAL \$ 1,183,239.42 \$ 8,436,000.00 \$ 8,085,000.00 \$ 6,976,000.00 \$ 7,305,000.00 \$ 31,985,239.42



2022 CIP Budget

41

FUNDING DESCRIPTION	2022 FUNDING	2023 FUNDING	2024 FUNDING	2025 FUNDING	FUNDING TOTAL
CAPITAL RESERVE	\$ 610,000.00	\$ -	\$ -	\$ -	\$ 610,000.00
GENERAL FUND	\$ 5,319,000.00	\$ 4,594,250.00	\$ 4,391,086.00	\$ 4,570,940.00	\$ 18,875,276.00
BUILDING BOND	\$ -	\$ -	\$ -	\$ -	\$ -
STORMWATER FUND	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 4,000,000.00
SMAC GRANT	\$ -	\$ -	\$ -	\$ -	\$ -
DRAIN BOND	\$ -	\$ -	\$ -	\$ -	\$ -
SPECIAL PARK	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 420,000.00
PARK SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -
CARS GRANT	\$ 705,000.00	\$ 1,225,000.00	\$ 745,914.00	\$ 872,310.00	\$ 3,548,224.00
SPECIAL HIGHWAY	\$ 597,000.00	\$ 597,000.00	\$ 597,000.00	\$ 597,000.00	\$ 2,388,000.00
STREET BOND	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING FROM OTHERS	\$ 100,000.00	\$ 563,750.00	\$ 137,000.00	\$ 159,750.00	\$ 960,500.00
ECONOMIC DEVELOPMENT FUND	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING BY YEAR	\$ 8,436,000.00	\$ 8,085,000.00	\$ 6,976,000.00	\$ 7,305,000.00	\$ 30,802,000.00



Decision Packages – Approved by Finance Committee

(Included in 2022 Preliminary Budget)

42

Approved Decision Packages	Funding Source	Description	Approved Amount	Finance Committee Vote (Yay – Nay)
Public Works FTE <i>(Staff)</i>	General Fund	Funding for Maintenance Worker; would be an ongoing cost + Vehicle	\$64,000	6-0
Sustainability Grants <i>(Council)</i>	General/Econ. Dev Fund	Grants for qualifying home improvements. 2021 Funding is \$20,000	\$20,000	6-0
Energy Efficiency Audit Implementations <i>(Council)</i>	General Fund	Category 1 - Lighting/Insulation/ HVAC controls	\$170,000	6-0
5-Year Salary Survey <i>(Council/Staff)</i>	General Fund	Update to 2017 salary study; will ensure full time salary ranges are not below \$15/hour	\$25,000	6-0
Police Department Canine Unit <i>(Staff)</i>	General Fund	Ongoing costs are estimated at \$5,000/year	\$5,000	6-0
Carbon Emissions Tracking Services <i>(Env. Committee)</i>	General Fund	Ongoing costs for Dynamhex software, which tracks carbon footprint	\$9,000	6-0
Annual Diversity Training <i>(Council)</i>	General Fund	To be determined training program for Council, committees and staff	\$10,000	6-0
Permit Software Maintenance <i>(Staff)</i>	General Fund	New building permit software maintenance agreement and ongoing expense	\$20,000	6-0
Property Tax Relief Grant <i>(Councilmember J. Nelson)</i>	General Fund	Property tax relief grant for income-qualifying residents	\$20,000	6-0
Increase Streets Capital Improvement Plan Budget <i>(Council Added 5/3/2021)</i>	General Fund	Increase "Residential Street Rehab Program" in CIP from \$3,000,000 to \$3,250,000	\$166,000	6-0



Decision Packages – Not Included per Finance Committee

(Not included in 2022 Preliminary Budget)

43

Unapproved Decision Packages	Funding Source	Description	Estimated Amount
Civic Center Feasibility Study (Mayor)	General Fund	Public Engagement & Site Design	\$75,000
Energy Efficiency Audit Implementations (Council)	General Fund	Category 2 - PD Canopy/Roof Solar Panels	\$303,600
		Category 3 – City Hall Roof Solar Panels	\$194,000



Senate Bill 13 Overview

44

- During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements **if the proposed budget will exceed the property tax levy's revenue neutral rate.**
- The revenue neutral rate is **the tax rate in mills that will generate the same property tax in dollars as the previous tax year** using the current tax year's total assessed valuation.
- The County Clerk shall divide the property tax revenue for each taxing subdivision levied for the previous tax year by the total of taxable assessed valuation in such taxing subdivisions for the current tax year to express the rate in mills.



Senate Bill 13 Overview

45

Sample calculation from LKM:

Year-to-Year RNR Sample Calculation

2021 Budget

- City Levied \$900,000 in property tax
- Assessed Valuation of property = \$29,000,000
- Value of one mill = \$29,000
- Mill Rate =
31.034 mills $\left(\frac{\$900,000}{\$29,000,000} \right) \times 1,000$

2022 Budget

- In 2021 budget, City levied \$900,000
- Assessed Valuation changes to \$31,000,000
- Value of one Mill = \$31,000
- Revenue Neutral
Rate = **29.032 Mills** $\left(\frac{\$900,000}{\$31,000,000} \right) \times 1,000$



Next Steps

46

Updated to reflect Senate Bill 13 Impacts

- ❑ May 17th Council Meeting: Preliminary 2022 Budget to Council for 1st time
- ❑ June 7th Council Meeting
- ❑ **June 15th** ***County Clerks will calculate and notify each taxing subdivision of the revenue neutral rate***
- ❑ June 21st Council Meeting
- ❑ July 6th Council Meeting
- ❑ July 19th Council Meeting: Action required if intend to exceed revenue neutral rate
- ❑ **July 20th** ***Governing Bodies notify County Clerk if intend to exceed revenue neutral rate***
- ❑ **August 10th** ***County Clerk consolidates information from taxing entities and sends notification to taxpayers***
- ❑ **August 20th** ***Public hearing to consider exceeding the revenue neutral rate shall be held no later than Sept 20th***
- ❑ August 25th Budget Due to County Clerk if not exceeding revenue neutral rate
- ❑ **September 20th** ***Last day to hold a public hearing to consider exceeding the revenue neutral rate***
- ❑ **October 1st** ***Budget Due to County Clerk if exceeding revenue neutral rate***

Due to restricted access to City Hall, most meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR’S ANNOUNCEMENTS
Monday, May 17, 2021

Environmental Committee	05/26/2021	5:30 p.m.
VillageFest Committee	05/27/2021	5:30 p.m.
Memorial Day – City offices closed	05/31/2021	
Planning Commission	06/01/2021	7:00 p.m.
City Council	06/07/2021	6:00 p.m.
=====		

INFORMATIONAL ITEMS
May 17, 2021

1. VillageFest minutes - March 25, 2021
2. Planning Commission minutes - April 6, 2021
3. Tree Board minutes - April 7, 2021
4. JazzFest minutes - April 8, 2021
5. Arts Council minutes - April 14, 2021
6. First quarter crime report - 2021

VillageFest Committee
March 25, 2021

Attendees: Amber Fletcher, Alex Fletcher, Ted Fritz, Dale Warman, Tobias Fritz, Steve Meyer, Joel Crown, Josh Sigler, Lissa Haag, Susan Forrest, Courtney McFadden, Corbin Trimble, Mike Morse, Teresa Stewart, **City Staff:** James Carney, Meghan Buum

Notes:

- Move to Approve Minutes: Joel moved to approve the minutes from the February meeting, Dale seconded it and it passed unanimously.
- Amber shared goodie bag items
- Reviewed budget, looking to spend around \$10,000 like last year
- The Amazing Alex will have premade twisted balloons to distribute and make additional on site.
 - Volunteer will be needed to Balloon duty to help distribute balloons to cars
- Photo Booth Options
 - Discussion about whether having it in the drive would cause a bottleneck with the difficulty of getting kids in and out of cars
 - Suggestion to have it in East parking lot
 - Take pictures before
- Live music
 - Should it be near photo booth?
 - Should we have people park rather than just drive through
 - Steve moved to look into live music/photo booth in East parking lot: Joel seconded the motion and it passed unanimously
 - Meghan will check in with East to find out about parking lot usage
- Mr. Bones
 - Available for VillageFest
 - Ted will need to find out rate for 2 hours
- Should we be concerned about people going to church and adapt the changes?
 - Nearby church uses parking lot, City staff will talk with them
 - Committee agreed to move times to 10-12
- Meghan will reach out to SME Cheerleaders and other mascots
- Food giveaway:
 - Steve researched cotton candy and popcorn
 - A popcorn machine will be rented and made by the masons
 - Cotton Candy will be done professionally - Meghan will contact a vendor
 - Drinks will be bought at Costco/Walmart (maybe red/blue drinks)
- Fire Department
 - Truck with flag
 - Have something that the fire department can give away
- Politicians
 - 1st Amendment right to hand things out
 - May or may not choose to be there

PLANNING COMMISSION MINUTES APRIL 6, 2021

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 6, 2021 at 7:00 p.m. Due to the COVID-19 pandemic, Commission members attended a virtual meeting via the Zoom software platform. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown and Nancy Wallerstein.

The following individuals were present via Zoom in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official; Ron Nelson, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Lenahan moved for the approval of the minutes of the March 2, 2021 regular Planning Commission meeting. Mrs. Wallerstein seconded the motion, which passed 5-0 (Mr. Breneman had not yet joined the meeting).

PUBLIC HEARINGS

PC2021-106 Revised Special Use Permit - Brighton Gardens
7105 Mission Road
Zoning: R-1B
Applicant: Dominic Tutera, the Village at Mission Property, LLC

Mr. Brewster stated that the Brighton Gardens senior living facility was built in 1997 in accordance with a special use permit approved by the City. It was originally constructed with 164 beds and 134 living units for both assisted living and skilled nursing care. The existing structure is a combination of one-story and three-story construction, with a three-story central mass addressing Mission Road.

The applicant is proposing an addition and remodel to reconfigure interior spaces. The changes would not add capacity, but instead bring the amenities, care facilities and living units more into compliance with typical industry offerings for care services. Additionally, the changes would not bring the use beyond the current licensed bed count.

The addition would include an expansion of the building footprint in two locations: a one-story extension to the rear of the south wing, and a one-story expansion that would connect the rear of the north wing to the side of the south wing. There would also be a

second story added to the central portion of the structure connecting to the three-story portion at the front of the structure.

The building and site meet both height and setback standards for the R-1B zoning district, which allows senior care facilities with a special use permit.

Dominic Tutera, Asset Manager for the Tutera Group, 7611 State Line Rd., Kansas City, MO, and Jason Toye, Senior Project Manager with NSPJ Architects, 3515 W. 75th Street, were present to discuss the project. Mr. Toye noted that a civil engineer at NSPJ was working with Public Works to address storm water management due to the building addition. He added that the primary reason for the addition was to update the facility to current standards and eliminate shared patient rooms in the skilled nursing area. The bed count and staff size would not change.

Mr. Wolf opened the public hearing at 7:17 p.m. With no one present to speak, Mr. Wolf closed the public hearing at 7:18 p.m.

Ms. Brown made a motion to recommend approval of the revised special use permit to the City Council, subject to the following conditions:

1. The changes are limited to those shown on the proposed site plan associated with the application, or any additional conditions implemented by Planning Commission.
2. The proposal assumes no increase in facility capacity, which was previously approved with 164 beds and approximately 30 staff members at maximum shift. Any change in interior operations that increase beyond this anticipated capacity, licensed bed count, or other unanticipated activity, may require additional parking improvements.
3. The application will need to demonstrate adequate on-site detention and have a drainage study approved by Public Works prior to issuing building permits.
4. The landscape plan should be revised to reflect the following:
 - a. The grouping of three new evergreen trees on the northwest edge be increased to seven.
 - b. The grouping of six new evergreen trees on the northeast edge be increased to between 11 and 15.
 - c. The species of these trees should be Green Giant Arborvitae, or similar species to be approved by staff based on availability.
 - d. Prior to issuance of permits, final plans should include the species and size of plants.
5. The applicant acknowledges the City's interest in making a trail connection to the park at some point in the future, and should the City advance further than conceptual design or funding, the City and the applicant will work together to determine if a connection can be made in each party's mutual interests.
6. All other conditions of the original special use permit (#97-02, Ordinance 1917) remain in effect, primarily that the permit can be revoked for any violations of the permit, approved site plan, or other city ordinance.

Mr. Lenahan seconded the motion, which passed 6-0.

PC2021-107 Special Use Permit - Destination Pet
7600 State Line Rd., Suite 210
Zoning: C-2
Applicant: Buddy Lanham, Destination Pet

Mr. Brewster said that the applicant was requesting approval of a special use permit for an animal care facility that would provide non-medical boarding services. The proposed facility would be located in an existing 10,500 square foot space in the State Line Shopping Center on the northeast corner (formerly the Reece Nichols real estate offices). The use would include veterinary care, pet daycare and overnight boarding services. The application also included a site plan to convert five existing parking spaces into a 720 square foot fenced outdoor area for animals.

Mr. Brewster added that the property was zoned C-2, and that pet daycare, veterinary care and animal hospitals were all permitted uses in the zoning district, including accessory medical-related boarding. However, general commercial overnight boarding for non-medical purposes requires a special use permit in both the C-1 and the C-2 zoning districts.

Mrs. Wallerstein asked that an additional condition prohibiting facility staff from taking animals off-site to relieve themselves be added.

Buddy Lanham, Construction Manager with Destination Pet, 8822 S. Ridgeline Blvd., Suite 260, Highlands Ranch, CO, and Franklin Ng, project architect with AWI Architectural Werks, Inc., 11416 98th Ave., NE, Suite 200, Kirkland, WA, were present to discuss the project. Mr. Ng addressed Mrs. Wallerstein's concerns, stating that no animals would be taken off-site at any time..

Mr. Wolf opened the public hearing at 7:38 p.m. With no one present to speak, Mr. Wolf closed the public hearing at 7:39 p.m.

Mr. Lenahan made a motion to recommend approval of the special use permit to the City Council subject to the following conditions:

1. The applicant shall comply with the Prairie Village noise ordinance with regard to internal and external activities, and in particular limit the time and intensity of pets in the exterior yard to ensure compliance. In furtherance of this goal, the time of outdoor use for multiple animals shall be limited to between 7AM and 10PM (per Chapter 8-503 of the Prairie Village Municipal Code).
2. The K-9 turf application shall be installed and maintained according to manufacturers' specifications, and at all times function to permit appropriate drainage and cleaning of pet waste.

3. All signs shall first receive a sign permit from staff, and comply with the Prairie Village sign standards, and specific standards and guidelines applicable to the State Line Shopping Center.
4. No animals shall be taken off-site to relieve themselves.

Mr. Breneman seconded the motion, which passed 6-0.

NON-PUBLIC HEARINGS

PC2021-108 New Monument Sign Application and Approval of Revised Signage
Criteria - Corinth South Shopping Center
4101 W. 83rd St. - 4117 W. 83rd St.
Zoning: C-2
Applicant: Gregg Zike, First Washington Realty

Mr. Brewster stated that the property was being redeveloped according to a site plan approved by the Planning Commission in August 2019. At the time of that application, the applicant was not prepared to submit sign plans for the new buildings, and the approval was subject to all future signs meeting the Prairie Village sign standards or alternatively proposing a sign plan for the site at a later date.

Mr. Brewster noted that the zoning regulations provided general sign standards for all commercial properties, but that larger commercial destinations could propose a specific sign package with standards that differed from generally applicable signs. Monument signs and signs for multi-tenant buildings also required site plan review by the Planning Commission, regardless of whether they followed generally applicable standards or were under a property-specific sign plan.

The applicant proposed a specific sign plan for the Corinth Quarter shopping center along with two monument signs: one on the west side of the entrance from 83rd Street and one at the intersection of 83rd Street and Mission Road. The signs were accompanied by landscape and hardscape designs that complied with the City's monument sign standards and compliment the overall landscape plan for the site approved in August 2019. The corner monument sign would include associated landscape and hardscape features replacing one parking space.

Mr. Brewster said that the proposed sign plan meets the intent and design objectives of the sign standards and design guidelines.

Mrs. Wallerstein shared concern that the proposed sign at the intersection of 83rd St. and Mission Road could be dangerous for students and parents who use the intersection to walk to and from Corinth Elementary School. Mr. Brewster stated that the sign appeared to meet sight distance requirements for monument signs. Mrs. Robichaud added that a sign permit would not be issued until Public Works verified the sign would not be obstructing the sight distance triangle, per the requirements of the municipal code.

Gregg Zike, Senior Vice President of First Washington Realty, 7200 Wisconsin Ave., Bethesda, MD, and Kevin Berman with Hoefer Welker Architecture, 11460 Tomahawk Creek Pkwy., Leawood, KS, were present to discuss the project. Mr. Zike stated that the monument sign at 83rd and Mission Road would include a bench seat, and would sit at a distance from the corner. Mr. Berman added that the proposed paver patio area would actually provide more space for individuals crossing the street than currently existed.

Mr. Breneman made a motion to approve the monument sign site plan and sign standards subject to the following conditions:

1. All specific standards of the sign plan that are beyond or more limiting than the City's generally applicable sign standards shall be managed by the landlord, however, staff will require conformance review by the landlord prior to permitting.
2. No signs beyond those generally allowed by the ordinance, or as specifically indicated in the sign plan are permitted.
3. The monument signs shall require dimensioned drawings prior to permits, subject to approval by Public Works with regard to sight clearance at intersections.
4. The landlord may approve alternates or deviations within the approved sign plan; however, any deviations that are significantly different from the approved sign package and which are not consistent with the intent of Section 19.48 or with the design guidelines in Section 19.48.090 are not authorized regardless of landlord approval and regardless of language in the proposed sign plan suggesting otherwise.

Mr. Birkel seconded the motion, which passed 6-0.

OTHER BUSINESS

None

ADJOURNMENT

With no further business to come before the Commission, Chair Greg Wolf adjourned the meeting at 8:11 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

TREE BOARD

City of Prairie Village, Kansas

Wednesday – April 7, 2021 6:00PM Meeting Zoom Video Conference Meeting

Board Members Present: Deb Brown, Frank Riott, Mark Morgan, Kevin Dunn, Kellen Jenkins, Tricia Suellentrop. Absent: Chad Herring, Deborah Nixon, Kim Biagioli.

Other Attendees: Beth Held, James Carney, and Bridget Tolle

Chair Kevin Dunn brought the meeting to order at 6pm. He discussed updated policy on city committees and potential involvement in strategic planning for the Tree Board. TBD and potential discussion at an upcoming meeting.

- 1) Review and approve minutes from March 3, 2021 meeting – Deb Brown motioned to approve the March 3rd minutes. Seconded by Tricia Suellentrop. All approved.
- 2) Tree Protection Ordinance Update – City Council approved on March 15, 2021 on a vote of 11 to 1. Goes in effect on June 1, 2021. Bridget's role as Urban Forestry Specialist may expand (TBD) to be more involved in Tree Protection with the city on teardowns and remodels. Kevin suggested that if we see a tree that is damaged or have a question, send a photo to Bridget.
- 3) Looking at drafts of Tree Board website sections – Mark took the Tree Board thru the revised sections of the Tree Board's website page, from the previous meeting. Suggested changes included ...
 - Change Tree Board meetings from monthly to 6-8 times per year
 - Frank suggested adding a text box to all Arbor Day photos that include a description of what it is (date; name of tree; park; honoree name, etc.)
 - Deb B. will contact winner of 2021 Arbor Day poster contest for permission to use artwork on webpage
 - Frank suggested adding photos of the Fall Street Tree Planting to the webpage. Bridget will forward photos from the 2020 planting to Mark
 - For the PV Arboretum Fund section, Kevin will contact Meghan Buum with the city on who we should list as city contact, and also a link to a online donation option.
 - Kevin will send Mark the artwork for the PV tree Board logo to add to the website page.

- Mark will make all changes and additions to next revision for the May meeting.

4) Highlights of Tree City USA seminar – this discussion was deferred to the May meeting.

5) Old Business ...

- Arbor Day Honorees – Kevin reported that the 2021 Arbor Day Honorees are Chase Horner and Harley Witbrod – both students at Shawnee Mission South H.S.. A \$200.00 donation from the PV Tree Board was made to SMS for their work project called SMSD For Trees. A Coral Bark Japanese Maple tree will be planted this month at Brenizer Park in their honor. Kevin will follow up with Meghan Buom at the city to find out the protocol for potentially having a small Arbor Day event at the park this summer.
- Arbor Day Poster Contest – The 5th grade student at Highlands Elementary who won the 2021 Prairie Village Tree Board Poster contest, has also been declared the winner for the NE District of Kansas. Her artwork is now in the running for the Kansas state championship.
- Tree Board Teen Rep Opening – Kevin discussed briefly ideas to get students more involved in the Tree Board. Ideas included a communication to all area high school principals or environmental science teachers; discuss ideas with the PV Teen Council; partner with the Environmental Committee for joint teen rep sponsorship. More discussion forthcoming.

6) New Business ...

- Village Fest July 4th Weekend – Will be similar to last year as a drive thru event on city's campus. James mentioned that actual activities are still TBD. Kevin will contact Meghan Buom at city on potential for Tree Board to have a table that also displays our banner and logo; possibly handing out goody bags; or tree saplings; or a contest drawing to give away several trees.
- Harmon Park Development – Mark asked about the approved project for a new playground; extra parking spots; and relocated practice tennis courts and what if any impact on mature trees that are there. James will keep Tree Board informed of next steps and at some point ask ~~Meghan B.~~ **Melissa Prenger, Senior Project Manager in Public Works**, to discuss plans with the Tree Board. Work will not happen until 2022.

7) Agenda for Next meeting – May 5, 2021

Chair Kevin Dunn adjourned the meeting at 7:39pm.

Minutes prepared by Mark Morgan

JazzFest Meeting
April 8, 2021
Via Zoom

In attendance:

Chairman: JD Kinney, **City Council:** Liaison Inga Selders, Elissa Andre, Amanda Hassett, Dave Hassett, John Wilinski, Teen Council Member Macy Cherra, **Staff Liaison:** Meghan Buum

Meeting Notes:

JD Kinney shared that he would be attending the next City Council meeting to present the 2022 budget, which is anticipated to be a return to a normal event.

The committee reviewed the 2021 budget and feels that, with a few modified expenses, the event will be fiscally sound and can move forward from a financial perspective. The current vaccination availability and CDC recommendations looks promising; however, public health factors will be the determining factor. The committee agreed to tentatively move forward with an in-person event.

Potential modifications:

- COVID “clause” in contracts
- Fewer volunteers
- Canned beer and wine
- No sangria by the glass
- No VIP area due to crowding
- Potential changes to food trucks and cooler policy
- No merchandise tent
- No artist meet and greet
- Changes to green room - less “hanging out”
- One fewer act
- “Quick turn” food trucks, like popcorn, to prevent lines and crowding

A potential issue to prepare for would be a larger than usual crowd if the public appetite in the fall is to “get out and about” after a long hiatus from community events. Advance tickets or crowd counting may need to be put into place.

Accent Event Rentals may no longer be in business, if so, a replacement vendor will need to be identified.

Inga Selders encouraged potential partnership with the Diversity Committee.

Next Meeting Date:

May 4, 2021, 5:30 p.m. via Zoom

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES

Zoom

Wed., April 14, 2021 5:30 P.M.

BUSINESS MEETING

Bonnie Limbird, called this evening's meeting to order at 5:31 pm after a 15 minute social time to catch up with one another and introduce our new council member, Lisa Frey. Council members present via Zoom were Sheila Evans, Al Guarino, Julie Hassel, Shelly Trewolla, Jessie Cartwright, Karin Jones, Nancy Kalikow Maxwell, Maddie Kamphaus, Kathy Clark, Lisa Frey, Terrence Gallagher, and Bonnie Limbird.

Nancy Kalikow Maxwell and Shelly Trewolla moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

Public Participation none.

The **Consent Agenda** was unanimously approved.

- a. Approval of the March 2021 meeting summary.
- b. Approval of \$3,900.00 expenditure for the Art of Photography awards and juror honorarium per email vote of March 13th.

City Council Report – Bonnie & Terrence shared a report on recent City Council activity including pool reopening for the summer of 2021 following CDC and county guidelines, our new Fire Chief Steve Chick, and historic trail signage. Bonnie said the Arts Council preliminary budget was approved, but we do still need to provide a line item budget for final approval before the 2022 City budget is finalized, and we can do that as soon as we finalize our 2022 arts council calendar.

Financial Report - Bonnie reviewed the current transactions as of 4/6/2021 noting that not much had changed so far. We have spent some dollars on Facebook ads and artist fees/honorariums, but really very little due to our event haltage. Terrence asked about the lack of revenue, and if we were concerned about our expenditures to date. Bonnie said that the AoP entry fees haven't been deposited yet, so that's not showing as 2021 revenue yet, and that the \$1700 in State of the Arts expenses were actually from 2020 and for some reason they weren't paid last year at the time of the event.

Old Business

- a. **Consider final approval to cancel Wan Security and transition to a new domain host not to exceed \$15/year for the first year.** Council discussed the scope of this change, and clarified that this cost is just for the domain name (artspv.org) and not for storage that may be required for the files currently being stored by Wan Security. **Bonnie has asked Mike with Wan what the total file size of our storage is, and has not heard back yet. She will follow up.** Council members don't seem to know exactly what is stored there. Julie said she thinks it's old emails of Daniel Andersen's from previous years, but no images, so overall we don't think the total file size should be very large.

Karin Jones moved to approve, and Shelly seconded. Motion passed unanimously.

- b. **Consider approval of OtoCast for Prairie Village Art Walk** Maddie presented her research on this app, which was found by the Art Walk committee via Jessie's extensive research on public art walks across the country. Maddie talked about the capabilities of OtoCast, and she answered

questions about tracking and analytics.

Nancy Kalikow Maxwell moved to approve, and Jessie seconded. Motion passed unanimously.

Ideas that came out of the overall discussion included:

- i. Engage Teen Council members to engage their peer groups
 - ii. Make the Art Walk interactive in some way. Add a scavenger hunt
 - iii. Ask the Statuary Committee to get involved, too. Partner and share costs.
 - iv. Possibly ask the City to increase funding specifically for this as “cultural arts”, partner with HOA's to include some statuary islands, native plantings, historic trails, etc. Make it a city-wide destination resource.
- c. **Consider an additional allocation of \$2000 for storage shed to add to \$1500 allocation from 2019.** Bonnie shared the background on this topic, and why it's necessary now to go back to the original plan of purchasing a pre-built shed and having it installed by the vendor. Arts Council volunteers may need to help pre-level the concrete/asphalt slab before installation. Jessie asked if Public Works could help us with that, and Bonnie said she would ask.

Shelly Trewolla moved to approve, and Karin seconded. Motion passed unanimously.

New Business

- a. **Consider approval of KC Studio Gallery Guide Option C \$780 Annual (6 bi-monthly issues) expense.** Shelly shared that they might have not renewed this last time, because they didn't seem to be getting much return on the investment. Julie disagreed. She thought we had a few people who came because they saw the event in the Guide. Print advertising is very hard to track according to Maddie. Shelly would like to look at KCUR for paid advertising. Sheila said if we talk with KCUR, we should ask for trade of sponsorship for advertising. Sheila also said that if we want to be a player in the “gallery space” market, costs like this for the KC Studio Gallery Guide are basically the cost to entry.

It was decided that we need to define the goal of this outreach and the audience we want to reach. Shelly made a motion to table this topic to a later meeting after more research can be done. Jessie seconded. Motion passed unanimously.

Announcements

- d. None.

There being no further items on the business meeting agenda, the business meeting was adjourned around 6:38 PM.

PLANNING COMMITTEE AS A WHOLE

PAST EVENT REVIEW

Art of Photography - Shelly reported that the Art of Photography received over 1,000 entries and collected \$8,922.00 in entry fees less \$291.38 for the CaFÉ credit card fees for a total income of \$8,630.62. Prizes and the juror honorarium totaled \$3,900.00 after adding an additional honorable mention to each category, and we spent money on the CaFÉ call and the CaFÉ email blast to North America and Europe. Adding Europe probably wasn't worth it: we only had one submission outside of

North America. There were no reception costs due to COVID.

Shelly has talked with all of the winners, and they are all so appreciative. Shelly used her personal email for contact for the show, instead of the email addresses previously set up by Wan Security. She was able to respond to inquiries and questions much quicker that way, and artists noted how quickly she got back to them. She talked with several artists about various things, but received no complaints on the show call or results. Some even asked for advice for their own arts organizations! Aaron Smith, our juror from JCCC, did a great job. He had so many submissions to judge and he selected a fantastic show.

Between January 27th and the call deadline, there were seven social media posts on all three platforms and an eblast every week but one that included information about the call for entry. The call was also shared by Kansas City Artists Coalition, ArtsKC Go, and the Shawnee Mission Post.

Julie asked how setting up the online store went, and Bonnie said that she asked FlipCause for an upload feature for a .csv file, and they offered to do it for us as part of our service package. It took them about 7 business days, and it looks great. No sales yet. **Spread the word.**

Shelly asked everyone to think about whether AoP should remain a virtual event and what a smaller local show might look like.

EVENT PLANNING

ArtWalk - Jessie updated council on the remaining sculptures to be blogged. The skate park sculpture is done, but waiting on photos. The Prairie Boy blog was just approved by artist Richard Lumpkin today. **Nancy offered to write the blog on Prairie Evolution.**

Bonnie brought up "Tommy the Turtle" for the Art Walk committee to think about if it should be included in the Art Walk or not. It has a special place in the hearts of many PV residents and families across the U.S., too, where other Tommys are.

Jessie let everyone know, too, that on our website there is now a public art page and an Art Walk page with information about the Art Walk kickoff and schedule for the ribbon cutting for Fifties Freedom in the Village.

July/August Virtual Show - **Al and Julie will reconnect with the 2020 artists to see if any of them would be interested in a virtual show** or if they still want to wait for an in person show. If someone does, then we will look for a volunteer to take on the curation of the show with the artist.

Sept. JazzFest Liaison - Bonnie asked for a volunteer to be the JazzFest liaison for 2021. This person will need to attend 3-4 JazzFest committee meetings (probably virtual) and a site visit or two at Harmon Park the week leading up to the September 11th event. Al volunteered to do this. **Bonnie will send him JD's contact info.**

Nov/Dec - State of the Arts (Al & Julie) Hoping for an in-person reception in November. Julie would like to know if this will be in-person or virtual before they write the call for entry.

2022 Calendar - Bonnie referenced the proposed calendar in the packet. Al pointed out that by 2022 we should be able to go back to our previous schedule with monthly gallery shows and receptions. Bonnie reminded him that it was suggested we go to bi-monthly shows, reducing our energy spent on each show and doubling the amount of exposure for the selected artists. This also frees us up in the off months to participate in/focus on other events or programming outside of just 2D art in the gallery like the Art Walk, JazzFest, and more.

Karin suggested **sending final comments on the calendar to Bonnie by** a specific date so we can wrap this up. Bonnie suggested **April 28th**. She will follow up with an email.

MARKETING

Membership roster - Bonnie asked council members to send her their community affiliations for our roster to help us reach out to other communities about PVAC.

MISCELLANEOUS

Arbor Day Posters - Are hanging up in the gallery. Bonnie framed them with some PVAC Ikea frames Shelly told her about from our storage closets.

Special Olympics isn't doing anything this year. Bonnie has asked about 2022 twice, but has not heard back.

Paul Tosh - Paul, after much deliberation with his spouse, and even after Bonnie asked him to reconsider, has decided to step down mid-term. He will be missed. Julie said he told her he'd still be available to help as needed on graphics, etc., but just not on a monthly basis as a member.

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

END

**PRAIRIE VILLAGE and MISSION HILLS COMBINED
FIRST QUARTER CRIME REPORT - 2021**

CRIME	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	1	0	0	0	1	0.40	0.60
Robbery	1	0	0	1	1	0.60	0.40
Assault	14	16	17	8	17	14.40	2.60
Burglary	13	17	12	9	12	12.60	-0.60
Residence	11	13	10	3	6	8.60	-2.60
Business/ Miscellaneous	2	4	2	6	6	4.00	2.00
Theft	51	59	61	59	64	58.80	5.20
Auto Theft	7	8	12	6	14	9.40	4.60
Arson	1	2	0	0	0	0.60	-0.60
Forgery	4	3	0	2	4	2.60	1.40
Fraud	27	0	0	0	8	7.00	1.00
Criminal Damage	23	6	11	15	9	12.80	-3.80
Sexual Offenses	2	6	2	1	1	2.40	-1.40
TOTAL	144	117	115	101	131	121.60	9.40

ACCIDENTS	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Fatal	0	1	0	0	0	0.20	-0.20
On-Street - injury	10	14	12	11	16	12.60	3.40
On-Street +\$1,000 - no injury	53	69	54	39	37	50.40	-13.40
On-Street -\$1,000 - no injury	16	7	13	4	4	8.80	-4.80
Private Property - injury	1	2	2	0	0	1.00	-1.00
Private Property - no injury	13	18	9	7	11	11.60	-0.60
Walk-In - no injury	2	5	1	5	1	2.80	-1.80
TOTAL	95	116	91	66	69	87.40	-18.40

MENTAL HEALTH	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Suicide	0	1	0	0	0	0.20	-0.20
Attempted Suicide	3	0	2	2	2	1.80	0.20
Involuntary Committal	3	3	6	7	5	4.80	0.20
Voluntary Committal	3	6	6	11	10	7.20	2.80
All Other Mental Health	40	29	18	27	35	29.80	5.20
TOTAL	49	39	32	47	52	43.80	8.20

TOTALCALLS	2,066	1,656	2,223	2,672	2,113	2,146.00	-33.00
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PRAIRIE VILLAGE FIRST QUARTER CRIME REPORT - 2021

CRIME	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	1	0	0	0	1	0.40	0.60
Robbery	1	0	0	1	1	0.60	0.40
Assault	14	14	17	8	17	14.00	3.00
Burglary	12	12	10	8	8	10.00	-2.00
Residence	10	9	8	2	3	6.40	-3.40
Business/ Miscellaneous	2	3	2	6	5	3.60	1.40
Theft	45	49	55	50	59	51.60	7.40
Auto Theft	5	6	10	4	11	7.20	3.80
Arson	1	2	0	0	0	0.60	-0.60
Forgery	4	3	0	2	4	2.60	1.40
Fraud	22	0	0	0	8	6.00	2.00
Criminal Damage	18	6	11	15	7	11.40	-4.40
Sexual Offenses	2	6	2	1	1	2.40	-1.40
TOTAL	125	98	105	89	117	106.80	10.20

ACCIDENTS	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Fatal	0	1	0	0	0	0.20	-0.20
On-Street - injury	9	13	12	11	14	11.80	2.20
On-Street +\$1,000 - no injury	51	65	50	34	37	47.40	-10.40
On-Street -\$1,000 - no injury	14	7	11	4	3	7.80	-4.80
Private Property - injury	1	2	2	0	0	1.00	-1.00
Private Property - no injury	13	16	9	7	11	11.20	-0.20
Walk-In - no injury	2	5	0	4	0	2.20	-2.20
TOTAL	90	109	84	60	65	81.60	-16.60

MENTAL HEALTH	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Suicide	0	1	0	0	0	0.20	-0.20
Attempted Suicide	3	0	2	2	2	1.80	0.20
Involuntary Committal	3	3	6	6	5	4.60	0.40
Voluntary Committal	3	5	5	11	10	6.80	3.20
All Other Mental Health	39	27	18	27	32	28.60	3.40
TOTAL	48	36	31	46	49	42.00	7.00

TOTALCALLS	1,708	1,451	1,888	2,254	1,811	1,822.40	-11.40
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MISSION HILLS FIRST QUARTER CRIME REPORT - 2021

CRIME	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	0	0	0.00	0.00
Robbery	0	0	0	0	0	0.00	0.00
Assault	0	2	0	0	0	0.40	-0.40
Burglary	1	5	2	1	4	2.60	1.40
Residence	1	4	2	1	3	2.20	0.80
Business	0	1	0	0	1	0.40	0.60
Theft	6	10	6	9	5	7.20	-2.20
Auto Theft	2	2	2	2	3	2.20	0.80
Arson	0	0	0	0	0	0.00	0.00
Forgery	0	0	0	0	0	0.00	0.00
Fraud	5	0	0	0	0	1.00	-1.00
Criminal Damage	5	0	0	0	2	1.40	0.60
Sexual Offenses	0	0	0	0	0	0.00	0.00
TOTAL	19	19	10	12	14	14.80	-0.80

ACCIDENTS	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
On-Street - injury	1	1	0	0	2	0.80	1.20
On-Street +\$1,000 - no injury	2	4	4	5	0	3.00	-3.00
On-Street -\$1,000 - no injury	2	0	2	0	1	1.00	0.00
Private Property - injury	0	0	0	0	0	0.00	0.00
Private Property - no injury	0	2	0	0	0	0.40	-0.40
Walk-In - no injury	0	0	1	1	1	0.60	0.40
TOTAL	5	7	7	6	4	5.80	-1.80

MENTAL HEALTH	2017	2018	2019	2020	2021	AVERAGE	2021 +/- AVG
Suicide	0	0	0	0	0	0.00	0.00
Attempted Suicide	0	0	0	0	0	0.00	0.00
Involuntary Committal	0	0	0	1	0	0.20	-0.20
Voluntary Committal	0	1	1	0	0	0.40	-0.40
All Other Mental Health	1	2	0	0	3	1.20	1.80
TOTAL	1	3	1	1	3	1.80	1.20

TOTALCALLS	358	299	335	418	302	342.40	-40.40
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