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**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Monday, May 15, 2023  
6:00 PM**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE AGENDA**

**V. INTRODUCTION OF STUDENTS AND SCOUTS**

**VI. PRESENTATIONS**

- Kansas City Area Historical Trails Association award presentation
- National Public Works Week proclamation
- National Police Week proclamation
- Legislative update - Little Government Relations

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on May 15. Comments will be shared with Councilmembers prior to the meeting.

**VIII. CONSENT AGENDA**

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

By Staff:

1. Consider approval of regular City Council meeting minutes - May 1, 2023
2. Consider an ordinance approving the Juneteenth Freedom Celebration event as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event
3. Consider request for alcoholic beverage waiver for Harmon Park for the Juneteenth Freedom Celebration

**IX. COMMITTEE REPORTS**

**Environmental Committee**

- Sustainability management program presentation  
Nick McCreary and Amber Greaney, KERAMIDA

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2023-35 Consider interlocal agreement with Johnson County Wastewater for the reimbursement of sanitary sewer construction costs associated with Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project  
Cliff Speegle

COU2023-36 Consider interlocal agreement with Johnson County for the reimbursement of project construction costs for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project  
Cliff Speegle

COU2023-37 Consider construction contract with VF Anderson Builders, LLC, for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project  
Cliff Speegle

COU2023-38 Consider construction administration agreement with Trekk Design Group for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project  
Cliff Speegle

COU2023-39 Consider change order for construction contract of Mission Road CARS project  
Keith Bredehoeft

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

Next steps in neighborhood design guidelines update process  
Nickie Lee / Chris Brewster

XV. **EXECUTIVE SESSION**

XVI. **ANNOUNCEMENTS**

XVII. **ADJOURNMENT**

# CITY OF PRAIRIE VILLAGE

## Proclamation

**National Public Works Week**

**May 21 through May 27, 2023**

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Prairie Village; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in the City of Prairie Village to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2023 marks the 63<sup>rd</sup> annual National Public Works Week sponsored by the American Public Works Association;

**Now, therefore, I**, Eric Mikkelson, Mayor of the City of Prairie Village, formally designate the week of

**May 21 – 27, 2023 as National Public Works Week**

in the City of Prairie Village, Kansas, and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk

# CITY OF PRAIRIE VILLAGE

## Proclamation

**National Police Week**

**May 14 through May 20, 2023**

**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Prairie Village Police Department; and

**WHEREAS**, since the first recorded death in 1786, there are currently 23,785 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 35<sup>th</sup> Annual Candlelight Vigil, happening on the evening of May 13, 2023; and

**WHEREAS**, May 15<sup>th</sup> is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff;

**Now, therefore, I**, Eric Mikkelson, Mayor of the City of Prairie Village, formally designate the week of

**May 14 through May 20, 2023 as “National Police Week”**

in the City of Prairie Village, Kansas, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
MAY 1, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 1 at 6:00 p.m. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present: Captain Ivan Washington, Police Department; Keith Bredehoeft, Director of Public Works; Melissa Prenger, Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

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

**INTRODUCTION OF STUDENTS AND SCOUTS**

No students or scouts were present at the meeting.

**PRESENTATIONS**

- Ms. Reimer read a proclamation declaring May 6, 2023 as “Start Seeing Monarchs Day” in Prairie Village.
- Deedee Cooper, representing Moms Demand Action, spoke about gun violence issues in America, and noted that a gun violence awareness walk would take place on June 3 at Meadowbrook Park. Mayor Mikkelson read a proclamation declaring June 2, 2023 as Gun Violence Awareness Day in Prairie Village.
- Mr. Cole Robinson read a proclamation declaring May as Asian American and Pacific Islander Heritage Month in Prairie Village.

**PUBLIC PARTICIPATION**



## **PRAIRIE VILLAGE KANSAS**

- The following residents voiced concerns about certain proposals recommended by the Ad Hoc Housing Committee:
  - Pat Phillips, 7864 Howe Drive
  - Pam Justus, Ward 6
  - Julianne Lagerstrom, Ward 1
  - Leon Patton, Ward 5
  - Jan Lane, 4100 W. 63<sup>rd</sup> Street

Mr. Dave Robinson noted that many of the housing-related concerns expressed by residents had been evaluated by the Council, and that modifications had been made based on that input.

### **CONSENT AGENDA**

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

1. Consider approval of regular City Council meeting minutes - April 17, 2023
2. Consider approval of expenditure ordinance #3025
3. Consider appointment to the Tree Board
4. Consider approval of Prairie Village Foundation donation policies
5. Consider approval of short-term special use permit for the Prairie Village Art Fair at the Prairie Village Shops

**Mr. Gallagher asked to remove item #4 for further discussion.**

**Mr. Herring made a motion to approve the consent agenda excluding item #4. A roll call vote was taken with the following votes cast: “aye”: Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.**

Mr. Gallagher stated that he felt the increased minimum donation of \$15,000 for plaque commemoration for a tree or bench included in the updated Foundation donation policies was too large and should be reduced.

**After further discussion, the Prairie Village Foundation donation policies item was approved 10-2, with Ms. Selders and Mr. Gallagher in opposition.**

### **COMMITTEE REPORTS**

- **PC2023-105 Consider Ordinance 2483 to approve an amendment of a special use permit for Highlawn Montessori School**



Ms. Lee stated that Highlawn Montessori School was requesting an amendment to its existing special use permit to add an additional property to the east of the school, located at 3401 Somerset Drive, for open space and playground expansion. She noted that the lot currently featured a single-family house which would be demolished. The application initially included a proposed vehicle drive lane, which was removed.

The Planning Commission held a public hearing on April 4. Comments submitted beforehand and during the meeting noted concerns pertaining to runoff from the proposed synthetic turf as well as issues with the proposed driveway. Ms. Lee said runoff concerns would be addressed at the time of permitting through drainage review and construction specifications. She added that the proposed driveway was removed from the application and could only be reconsidered through a future amendment to the special use permit. The Planning Commission voted to recommend approval of amendment to the City Council without the driveway, subject to the following conditions:

1. The use continues to comply with all conditions of the original special use permit and renewals from application 2014-08 noted above, and all other applicable standards of the zoning ordinance
2. The plant specifications (species, size, quantity) for the landscape along the front fence and any associated shade trees is subject to the City's landscape standards and shall be approved by the City's landscape architect at the time of permitting
3. Replacement of street trees is subject to the City's tree preservation requirements, and subject to review and approval by Public Works
4. The proposed monument sign is conceptual; the specific location and design shall be subject to City standards and reviewed at the time of a specific sign permit
5. This special use permit is associated with the current owner and accessory to the operation at 3531 Somerset drive, and if the property is sold to a different owner the special use permit and authorizations of this application applied to 3401 Somerset Drive shall be void

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

1. The character of the neighborhood
2. The zoning and uses of property nearby
3. The suitability of the property for the uses to which it has been restricted under its existing zoning
4. The extent that a change will detrimentally affect neighboring property



5. The length of time of any vacancy of the property
6. The relative gain to public health, safety, and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners
7. City staff recommendations
8. Conformance with the comprehensive plan

She added that according to Section 19.52.040 of the City's zoning regulations, the Governing Body could take the following actions on a special use permit recommendation from the Planning Commission:

1. Adopt the Planning Commission's recommendation by a simple majority of members present.
2. Override the Planning Commission's recommendation by a 2/3 majority vote of the entire Governing Body (nine votes including the Mayor)
3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove by a simple majority. The Planning Commission can then resubmit the original recommendation or submit a new and amended recommendation. The Governing Body then can adopt or amend the recommendation by a simple majority (7 votes) or take no further action.

Mrs. McFadden asked for more information about drainage from the proposed synthetic turf area, and whether there would be additional exterior lighting installed. She also asked if the turf area would be used for commercial purposes. Kathy Morrison, Executive Director of Highlawn Montessori was present to respond to questions. She stated that the turf area was a future project that would only be installed when funding became available. She added that there would be no additional lighting installed, and that the turf would only be used by students.

**Mr. Gallagher made a motion to approve the amendment to the special use permit with the exception of the synthetic turf field. Mr. Dave Robinson seconded the motion.**

Mr. Waters noted that the proposed amendment to the special use permit did not specifically approve the installation of the synthetic turf area; instead, it simply addressed the extension of the school property. Mr. Bredehoeft added that the turf area would require a drainage study and permit from Public Works before it could be installed.

**After further discussion, Mr. Gallagher withdrew his motion.**

**Mr. Graves made a motion to approve the amendment to the existing special use permit as presented. Mr. Cole Robinson seconded the motion. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson,**



**Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.**

- Mrs. McFadden said that the VillageFest Committee met the prior week to continue planning for the Independence Day event.
- Ms. Limbird reported that the Arts Council's next exhibit, the Art of Photography, would be installed at City Hall the following weekend, and a reception would be held on May 10. She also noted that the Prairie Village Art Fair would be held June 2-4 at the Prairie Village Shops.
- Mr. Cole Robinson said that a Juneteenth Freedom Celebration planning meeting was held the prior weekend. This year's event includes a children's poster contest and an essay contest.
- Ms. Reimer stated the UCS Drug and Alcoholism Council met on April 21, at which a presentation was given on the Johnson County Co-responder program. Because opioid settlement funds were now included in the group's funding, it was renamed the "substance use continuum of care fund".

Ms. Reimer also said that the Environmental Committee met the prior week to discuss the new food waste collection kiosk in Olathe, which aims to reduce food waste that is generally sent to landfills.

Finally, she noted that Shawnee Mission East High School would hold its graduation ceremony on May 16, and the last day of school would be May 23.

- Mr. Dave Robinson said that the JazzFest Committee continued event planning, which would be held September 9.

### **MAYOR'S REPORT**

- The Mayor stated he had participated in the following events since the prior Council meeting:
  - A grand opening celebration at the Meadowbrook Dial senior living center
  - The Tree Board's Arbor Day event at Porter Park
- The Mayor noted the following upcoming events:
  - A Good Faith Network discussion on homelessness in Johnson County
  - A ribbon-cutting event for additional offices and offered services at the CareNow facility in the Prairie Village Shops
  - A Johnson County / Wyandotte County Mayors meeting
  - A United Community Services board meeting
  - A MARC Board meeting



## PRAIRIE VILLAGE KANSAS

- A Shawnee Mission Education Foundation meeting
  - A Consolidated Fire District #2 pancake breakfast event on May 13
  - The Prairie Village Police Department's Peace Officer ceremony on May 15
- The Mayor said he would also be participating in a Northeast Johnson County Chamber of Commerce leadership panel

### STAFF REPORTS

- Mr. Jordan reported the following:
  - Stuart Little, the City's lobbyist, would provide a summary of the legislative session that had just ended at the May 15 Council meeting.
  - The Finance Committee would meet May 9 to begin review of the 2024 budget.
  - Staff was currently working on memorandums of understanding with the Johnson County Library and YMCA as well as a request for qualifications for an owner's representative for the proposed community center project.
  - Staff was also working on concepts for the neighborhood design guidelines based on the request made at the Council work session on April 24, which would be presented at the May 15 Council meeting.
  - Several responses were received from the RFP for a new internal phone system for the City.
- Mr. Bredehoeft said that the pool repair project was nearly completed, and that pools would be filled and opened on schedule. He also shared that one bid had been received for the Mission Road and 68<sup>th</sup> Street flood control project, which was currently under review.
- Ms. Prenger shared renderings of new signage that would be placed at City parks.

### OLD BUSINESS

None

### NEW BUSINESS

COU2023-28

Consider approval of second addendum to contract for planning advisory services

Ms. Lee stated that in 2015, the City issued an RFP for city planning consultant services. City staff and council members interviewed the firms that responded and recommended entering into an agreement with Gould Evans (now Multistudio). The agreement was crafted to automatically renew for successive one-year terms unless either party chose to terminate or amend it. In June 2020, the Council approved contract addendum #1 which raised rates above the contracted annual 3% maximum increase to match higher staff costs.



Ms. Lee noted that the hourly rate in the current contract for city planning services was \$127.91 for Chris Brewster, \$100.79 for Abby Kinney and Yu Jia, and a blended rate of \$141.44 for additional associates. She said that Multistudio had again requested an addendum to the contract to increase rates to the following:

**Revised Fee Schedule**

|                                      |       |
|--------------------------------------|-------|
| Principal                            | \$244 |
| Associate Principal (Graham Smith)   | \$205 |
| Senior Planner (Chris Brewster)      | \$154 |
| Planner (Abby Kinney & Yu Jia)       | \$108 |
| Landscape Architect (Robert Whitman) | \$165 |
| Architect                            | \$133 |

Ms. Lee stated that the City budgeted \$50,000 per year for city planning services, and would be able to absorb the requested rate increase. The budgeted amount was expected to be raised to \$60,000 in 2024.

**Mrs. McFadden made a motion to approve the second addendum to the contract with Multistudio. The motion was seconded by Ms. Reimer and passed unanimously.**

**2024 Capital Infrastructure Program budget presentation**

Ms. Prenger and Mr. Bredehoeft gave a presentation on the following items:

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

Ms. Limbird asked what cost increase was anticipated for upcoming years due to inflation. Ms. Prenger said she typically used a rate of between 3% - 7% each year.

Mr. Gallagher asked how much additional funding would be required to reduce fair and poor streets by half in the 2024 budget. Ms. Prenger stated it would cost approximately \$12 million.

Mr. Bredehoeft noted that allocating a consistent level of funding to street repairs each year had minimized the percentage of “fair” and “poor” streets in the City. In 2024, \$3.5 million would be allocated to street rehabilitation.



**COU2023-33      Consider 2024-2028 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 proposed street repairs and estimated costs. The Public Works Department compiled the 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 2024, the City submitted projects to repair Mission Road from 63<sup>rd</sup> Street to 67<sup>th</sup> Street and Nall Avenue for 75<sup>th</sup> Street to 79<sup>th</sup> 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.

**Ms. Limbird made a motion to approve the 2024-2028 CARS program as presented. The motion was seconded by Mr. Nelson and passed unanimously.**

**COU2023-29      Consider approval of the Harmon Park inclusive playset package**

Ms. Prenger said that the Harmon Park playset package included a complete inclusive playset experience with both playsets and play surfaces. Two public surveys were performed with significant engagement from the community to select the type of play equipment and theme of the play area. The survey results provided direction for playset vendors during their design process. City staff and Parks and Recreation Committee Chairs reviewed the submissions and selected two vendors based on the overall inclusive nature of the equipment. The second public survey received over 400 responses to renderings of the two respective designs. The majority of respondents selected the All-Inclusive Rec playset.

Ms. Prenger stated that the cost of the playset totaled \$562,927.07, and that the remaining funds would pay for the play surface.

**Mrs. McFadden made a motion to approve the agreement with All Inclusive Rec for the Harmon Park inclusive playset in the amount of \$735,841.82. The motion was seconded by Mr. Gallagher and passed unanimously.**

**COU2023-34      Consider construction contract for Harmon Park inclusive playset improvements**

Ms. Prenger said that the proposed agreement included construction of a new play area, new parking lot and the relocation of the practice tennis courts in Harmon Park. The project would also remove some of the existing internal sidewalk sections that would no longer be needed.

Bids were originally opened on February 22, 2023; however, the only bid received was



substantially higher than the consultant's estimate. The project plans were re-bid on March 15, 2023, with some adjustments for budgeting purposes. The following three bids were received:

| Bidder            | Amount          |
|-------------------|-----------------|
| Combes            | \$ 859,708.86   |
| Gunter            | \$ 919,173.00   |
| Mega KC           | \$ 1,049,700.00 |
|                   |                 |
| Consultant's Est. | \$ 872,783.00   |

Ms. Prenger said that staff reviewed bids and recommended awarding the project to the lowest responsible bidder, Combes Construction, in the amount of \$859,708.86.

**Mrs. McFadden made a motion to approve the construction contract with Combes Construction, LLC for the Harmon Park inclusive playground improvements. The motion was seconded by Mr. Gallagher and passed unanimously.**

**COU2023-30      Consider approval of design agreement with BBN Architects, Inc. for the design of park improvements at Harmon Park**

Ms. Prenger noted that costs for the project were included in CIP funding for 2023, and that the proposed CIP for 2024 would add additional dollars in anticipation of increased construction costs. She stated that BBN had initially been selected for park project design in 2018 and had done excellent work.

**Mr. Dave Robinson made a motion to approve the design agreement with BBN Architects, Inc. for the design of park improvements associated with the construction of pavilions and restrooms in the amount of \$99,280. The motion was seconded by Mr. Gallagher and passed unanimously.**

**COU2023-31      Consider agreement with Black and McDonald for streetlight maintenance services**

Mr. Bredehoeft stated that the agreement would provide maintenance to the City's streetlight system which consisted of approximately 2,140 streetlights. The City originally purchased the streetlight system from Kansas City Power and Light in 2016. The only bid received for the project was from Black and McDonald, who had provided services since the purchase:

Year 1  
\$36.00 per pole

Year 2  
\$37.44 per pole

Year 3  
\$39.60 per Pole



\$77,040.00 Yearly Total    \$80,121.60 Yearly Total    \$84,744.00 Yearly Total

Mr. Bredehoeft noted that the current average cost per pole was \$29.40, or \$62,916.00 per year.

Mr. Gallagher asked if the City's streetlight system would be upgraded to use solar power. Mr. Bredehoeft stated that streetlights had been upgraded to LED bulbs, so there were no immediate plans to upgrade to solar power, but that it could be considered in the future.

**Mr. Gallagher made a motion to approve the agreement with Black and McDonald for maintenance of the streetlight system. The motion was seconded by Mr. Nelson and passed unanimously.**

**COU2023-32            Consider agreement with Integrity Locating Services for underground line location services related to the streetlight system**

Mr. Bredehoeft reported that since the City owned the streetlight system, it was required to locate underground wires and conduits for excavations that took place near streetlights. The following two bids were received from two locating service companies:

| <u>Company</u> | <u>Cost per locate</u> |               |               |
|----------------|------------------------|---------------|---------------|
|                | <u>YEAR 1</u>          | <u>YEAR 2</u> | <u>YEAR 3</u> |
| Integrity      | \$ 11.00               | \$ 12.10      | \$ 13.31      |
| USIC           | \$ 15.00               | \$ 16.05      | \$ 17.17      |

Mr. Bredehoeft said that the City had used Integrity Locating Services for the last three years and that they had performed well. The annual cost would total approximately \$50,000 per year, and the agreement would automatically renew for two one-year periods.

**Ms. Reimer made a motion to approve the agreement with Integrity Line Location Services for underground line location services related to the streetlight system. The motion was seconded by Mrs. McFadden and passed unanimously.**

**Mrs. McFadden made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Reimer and passed unanimously.**

**COUNCIL COMMITTEE OF THE WHOLE**  
**Council meeting recording / livestreaming discussion**

Mr. Schwartzkopf said that at its February 2023 work session, the City Council asked staff to research and provide feedback on the current Council meeting recording and livestream



operations. He noted that both Council meetings and Planning Commission meetings were recorded via Zoom and livestreamed to Facebook, which was a cumbersome process for staff. Further, staff cannot troubleshoot problems with a third party when they arise, which creates downtime and has occasionally caused delays in starting meetings. Finally, staff members must have a personal Facebook account in order to livestream to the platform.

Mr. Schwartzkopf suggested that an alternate option would be for staff to start meetings in Zoom, then use an internal application called Boxcast to stream meetings to the City website, where they could be viewed live by the public, as well as after the meeting. Doing so would reduce staff time required to troubleshoot technical glitches and process recordings and would not require the use of personal social media accounts. Mr. Schwartzkopf noted that most cities in the region did not livestream meetings to Facebook, instead opting to either not livestream at all, or use other applications, such as YouTube.

**Mrs. McFadden made a motion to approve the option of livestreaming meetings to the City website rather than Facebook. Ms. Wolf seconded the motion.**

Several Councilmembers expressed interest in exploring the use of YouTube. Mr. Schwartzkopf suggested that meetings could be livestreamed to the City website for a trial period, and that at a future meeting, a decision to consider YouTube could be made.

**Ms. Selders made a motion to amend the motion by including a request for staff to research using YouTube for livestreaming. There was no second to the motion.**

**After further discussion, the original motion passed unanimously.**

**Mr. Shelton moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Wolf and passed unanimously.**

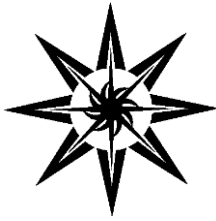
### **ANNOUNCEMENTS**

Announcements were included in the Council meeting packet.

### **ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 9:25 p.m.

Adam Geffert  
City Clerk



## **ADMINISTRATION**

**City Council Date: May 15, 2023  
CONSENT AGENDA**

**Consider an Ordinance approving the Juneteenth as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of a Barricaded Public Areas of the Event.**

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### **RECOMMENDATION:**

Staff recommends that the City Council approve an Ordinance approving Juneteenth as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public areas of the event.

### **SUGGESTED MOTION:**

I move the City Council authorize the Mayor to execute Ordinance No. 2484 approving Juneteenth as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within public areas of the event.

### **DISCUSSION:**

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

The Juneteenth Committee requests that the City approve Juneteenth on Saturday, June 17, 2023 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

### **ATTACHMENTS:**

Draft Ordinance No. 2484  
Map

### **PREPARED BY:**

Adam Geffert  
City Clerk

**Date:** May 1, 2023

**ORDINANCE NO. 2484**

**AN ORDINANCE APPROVING JUNETEENTH AS A SPECIAL EVENT AND AUTHORIZING THE SALE, CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF PUBLIC AREAS AT SUCH EVENT**

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

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

Section 2. In accordance with such authority, the City approves Juneteenth as a special event to be held at Harmon Park on June 17, 2023.

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

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

Section 5. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within the area on June 17, 2023

Section 6. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official newspaper of the City of Prairie Village, Kansas as provided by law.

**PASSED AND ADOPTED BY THE GOVERNING BODY THIS 15th DAY OF MAY, 2023.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

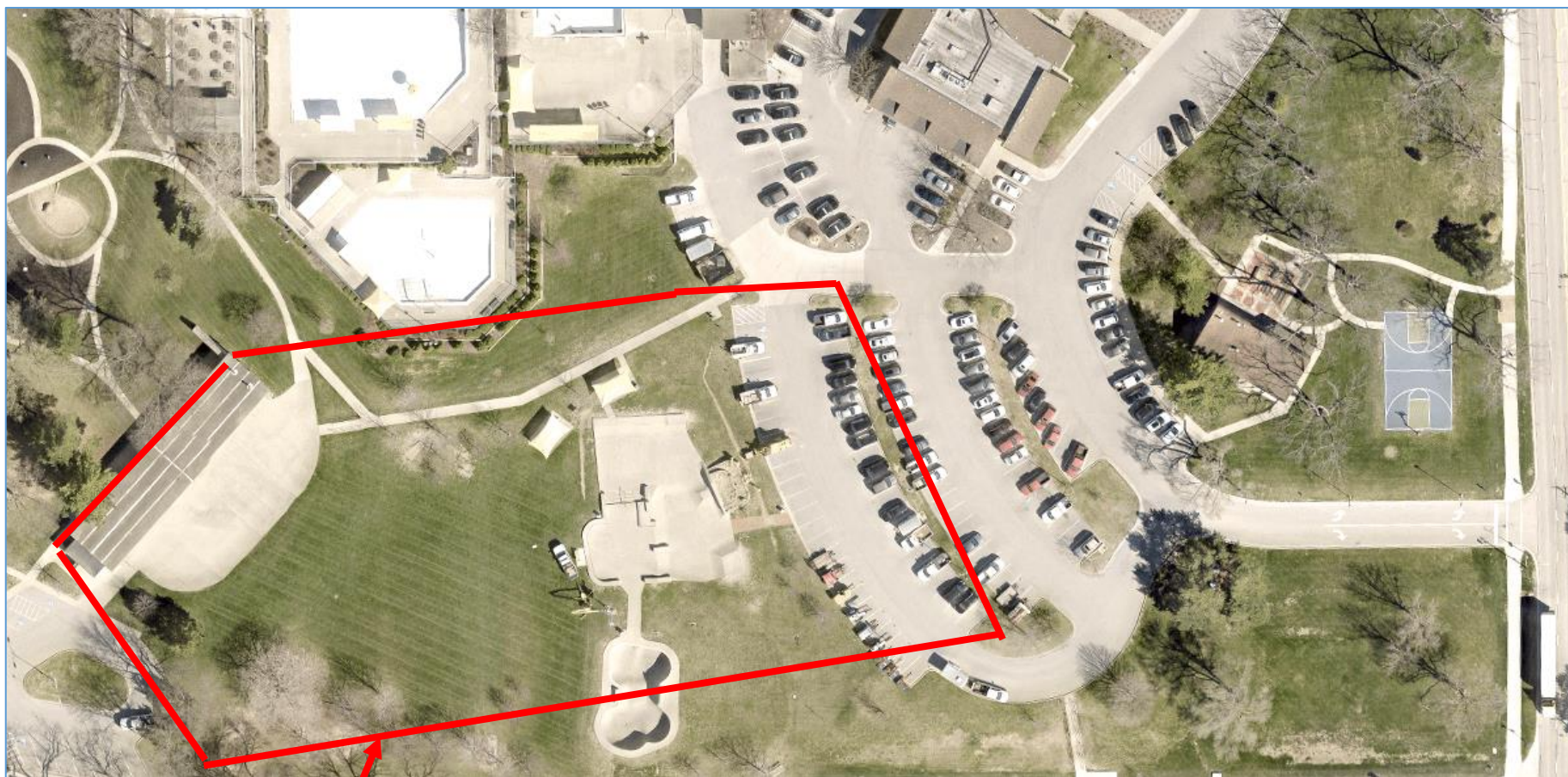
\_\_\_\_\_  
Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

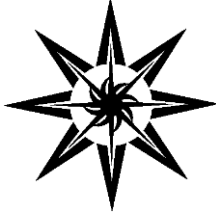
\_\_\_\_\_  
Adam Geffert  
City Clerk

\_\_\_\_\_  
David Waters  
City Attorney



#### Alcohol Permit Area

Barricades, signs, and/or barrier tape will be used for boundary lines.



**ADMINISTRATION**  
Meeting Date: May 15 ,2023  
**CONSENT AGENDA**

**Consider request for Alcoholic Beverage Waiver for Harmon Park for the Juneteenth Freedom Celebration.**

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**RECOMMENDATION**

Recommend the City Council approve an Application for Alcoholic Beverage Waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, June 17, 2023, in conjunction with the Juneteenth Freedom Celebration contingent upon receipt of Temporary Permit for this event issued by the State Alcoholic Beverage Control Division to the Alcoholic Beverage Provider designated in the Application.

**BACKGROUND**

Section 12-110 of the City Code generally prohibits the consumption of alcoholic liquor or cereal malt beverages in City parks. By Ordinance 2011, adopted in 2001, the City allows the sale and consumption of alcoholic liquor and/or cereal malt beverages in Harmon Park, for certain City approved functions which are sponsored by the City, as long as the “applicant” obtains prior approval by the governing body, and the State required permit allowing alcoholic beverages to be served at the special event has been obtained. The applicant is also required to comply with local and state laws governing the sale and consumption of alcoholic beverages. The City will provide appropriate security measures for the event.

The Prairie Village Diversity Committee is sponsoring the Juneteenth Freedom Celebration on Saturday, June 17, 2023, in areas of the Municipal Campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The consumption area will be defined by barricades, signage, and/or barrier tape/rope. Police will be on the grounds during the event. The alcohol beverages will be served under the vendor’s alcohol permit issued by the State Alcoholic Beverage Control Division.

The event is sponsored by the Diversity Committee (City), the committee, on behalf of the vendors, (KC Daiquiri and KC Bistreaux) are requesting the waiver from the City Council. The City is insured for this event, and vendors will provide a certificate of insurance naming the City as an additional insured for this event. The Waiver is also conditioned upon the issuance of the Temporary Permit by the State Alcoholic Beverage Control Division to KC Daiquiri and KC Bistreaux.

**ATTACHMENTS**

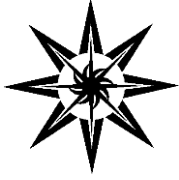
Application for Alcoholic Beverage Waiver

**PREPARED BY**

Tim M. Schwartzkopf  
Assistant City Administrator

**Date**

May 8, 2023



**APPLICATION FOR ALCOHOLIC BEVERAGE  
WAIVER FOR HARMON PARK  
City of Prairie Village, Kansas**

1. Date/Time Application Filed \_\_\_\_\_

2. Name/Date/Time of the Event Juneteenth Celebration, 6/17/23, 4:00 – 7:00 p.m.

Section 12-110 of the City Code provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Alcoholic Beverage Provider KC Daiquiri

Address 8725 Metcalf, OP, KS 66212

Daytime Phone 913-766-5319

Does the Alcoholic Beverage Provider have a License from the State of Kansas to serve alcoholic beverage?

|   |     |  |    |
|---|-----|--|----|
| x | Yes |  | No |
|---|-----|--|----|

License Number:

Registered to do business in the State of Kansas?

|   |     |  |    |
|---|-----|--|----|
| x | Yes |  | No |
|---|-----|--|----|

4. Name of Sponsoring Organization/Applicant Prairie Village Diversity Committee

Address 7700 Mission Road, Prairie Village, KS 66208

Phone 913-381-6464

**What measures will be taken to provide security to insure health & safety during the event?**

Defined consumption area with boundaries. Police Officers will be on site.

\_\_\_\_\_  
\_\_\_\_\_

5. Event Coordinator StandUp for Black Lives + PV

6. Service Location Harmon Park, Prairie Village, KS

7. Total Number of Persons Estimated 150

8. Liability Insurance Information – The Alcoholic Beverage Provider and the Applicant shall provide evidence of general liability insurance naming the City as an additional insured as a condition to approval of this Alcoholic Beverage Waiver.
9. Applicant agrees to release, indemnify, hold harmless and defend the City of Prairie Village, Kansas and its' officials and representatives from any claims arising out of the above stated event.

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Signature of applicant

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Title/Date

10. The Applicant or the Alcoholic Beverage Provider shall provide evidence of the issuance of a Temporary Permit by the Kansas Department of Revenue, Alcoholic Beverage Control Division, for the event described in this Application as a condition to approval of the Alcoholic Beverage Waiver.

**Application for this Alcoholic Beverage Waiver is:**

Approved \_\_\_\_ Disapproved \_\_\_\_

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Mayor Eric Mikkelson

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City Clerk – Adam Geffert

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Date

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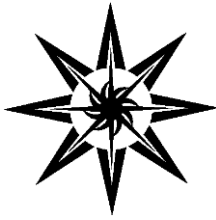
Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.

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## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 15, 2023

COU2023-35

**CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY WASTEWATER FOR THE REIMBURSEMENT OF SANITARY SEWER CONSTRUCTION COSTS ASSOCIATED WITH PROJECT MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT**

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### RECOMMENDATION

Move to approve the interlocal agreement with Johnson County Wastewater for reimbursement of sanitary sewer construction cost for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project.

### BACKGROUND

Johnson County Wastewater (JCW) has coordinated a collector main sewer improvement in conjunction with the Mission Road flood control project. The project uses the opportunity to upgrade the sewer system while Mission Road is being reconstructed.

JCW is funding 100% of the sanitary specific improvements, including design. This agreement allows for reimbursement by JCW for up to \$1,379,701 of construction costs. The agreement amount also allows for project contingency above construction bid costs.

Construction is anticipated to begin in the summer of 2023.

### FUNDING SOURCE

Funds received from Johnson County Wastewater will go to Project MIRD0007

### ATTACHMENTS

1. Interlocal Agreement with Johnson County Wastewater

### PREPARED BY

Cliff Speegle, Senior Project Manager

May 9, 2023

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS  
FOR THE CONSTRUCTION OF SANITARY SEWER LINE IMPROVEMENTS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Johnson County, Kansas, as the governing body of the Consolidated Main Sewer District of Johnson County, Kansas, and Johnson County Wastewater (the “County”), and the City of Prairie Village, Kansas (the “City”) for the purpose of relocation and construction of sanitary sewer line improvements (the “Sewer Improvements”) as part of the reconstruction and improvements to **Brush Creek at Mission Road and 68<sup>th</sup> Street Flood Control Project (JCW Sanitary Sewer Line Improvements)**, Prairie Village, Kansas, pursuant to K.S.A. 12-2908, and amendments thereto.

WHEREAS, the project is a flood control project near Mission Road and 68<sup>th</sup> Street which will substantially raise the grade of the existing street. The sewer improvements include relocating an 18-inch sanitary sewer located within the Mission Road right-of-way within the City’s project limits. The sewer improvements will remove or abandon in place the existing sewer impacted by the project and will replace an existing 24-inch parallel sewer near Brush Creek with a new 30-inch sewer to provide increased capacity to convey flow from the abandoned sewer. The project will provide upgrades and improvements to 1,084 linear feet of sewer and 9 manholes as part of the project with the City (the “City Project”); and

WHEREAS, the County operates and maintains sanitary sewer lines within the Project area; and it was necessary to adjust or relocate the County sewer lines as part of the City Project; and

WHEREAS, the County sewer lines will be adjusted and relocated as part of the City Project; and WHEREAS, the City hired the design team of Affinis Corporation, (the “City Engineer”) to design the Project; and

WHEREAS, the County requested the City Engineer to design the sewer improvements as a part of the City project as detailed in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, the parties have by their governing bodies determined it was in the public interest to consolidate the projects into one bid set awarded and managed by the City; and

WHEREAS, the governing body of the City did approve and authorize its mayor to execute this Agreement by official vote of the City Council on \_\_\_\_\_ day of \_\_\_\_\_, 2023; and

WHEREAS, the governing body of the County did approve and authorize its board chairman to execute this Agreement by official vote of the Board of County Commissioners on \_\_\_\_\_ day of \_\_\_\_\_, 2023; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

1. The City shall award the project to the winning contractor in accordance with City contracting requirements. Construction of the sewer improvements shall be completed in accordance with the plans prepared by City Engineer and approved by the County. The City Engineer shall inspect the sewer improvements in accordance with Kansas Department of Health and Environment Regulation 28-16-55 and enforce the JCW sewer standards and specifications provided by the County contained in the Technical Specifications, during the construction phase of the sanitary sewer improvements.
2. The parties acknowledge that the City will incur certain construction costs as part of the project, including the sanitary sewer line improvement construction costs. The County agrees to reimburse the City for the actual cost of construction of the sewer improvements within the project area, which will include the following costs:
  - A. Labor and material used in constructing the sewer improvements; and
  - B. Such other expenses which are necessary in constructing the sewer improvements. These costs include but are not limited to design engineering, project administration, construction inspection, material testing, utility relocations, as-built drawings and other items incidental to constructing the sewer improvements.
3. After completion of construction each month, the City will certify to the County that the City has accepted the same, as constructed at the time of invoicing by the contractor. Within thirty (30) days from certification of approved and paid pay application, the City shall submit to the County an invoice matching all project construction costs paid to the contractor for the County to reimburse the City. The County agrees to reimburse the City no later than sixty (60) days following receipt of the invoice for the actual cost of construction of the sewer improvements. The cost of construction of the sewer improvements within the project area to be reimbursed by the County is not to exceed \$1,379,701.19 as detailed in Exhibit A and B attached hereto and incorporated herein by reference. In the case of a change order, the contractor will submit the change to the City resident professional representative and will require JCW General Manager approval. All change orders shall comply to Johnson County purchasing policy to be eligible for reimbursement.
4. The City agrees to act as the Administrator of the consolidated Project to be built in accordance with the proposed plans. As Administrator for the Project, the City agrees to assume

and perform the following duties:

- A. Obtain costs for and enter into a contract for completion of the Project in the manner required by law and require the contractor to comply with all applicable laws and regulations governing public contracts, including all non-discrimination laws and regulations.
  - B. Require indemnity covenants and evidence of insurance from contractor for loss or damage to life or property arising out of the contractors' negligent acts or omissions in an amount not less than \$2,000,000.00 for any contractor.
  - C. Require a three-year maintenance bond from the contractor payable to the County in the amount of twenty-five percent (25%) of the total construction cost of the Sewer Improvement Project effective from the date of acceptance of such facilities by the County.
  - D. Include in contracts for construction a requirement that the contractor defend, indemnify and save City and County harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of his or her contract. As Administrator, City is required to ensure that all insurance certificates provided by the contractor pursuant to the contract documents name the City and County as additional insureds.
  - E. The City is required to acquire any and all necessary easements for the Project, but is not responsible for acquiring any additional easements or other interests in land necessary solely for the construction of the Sewer Improvements which remained the responsibility of the County.
  - F. The City contractor is required to coordinate utility relocations for the Project.
  - G. Subject to the obligations of the City under the Fairness in Public Construction Contract Act, KSA 16-1901 et seq, the City shall not make final payment to the contractor until such time as the County has accepted the Sewer Improvements as complying with the contract specifications. In the event the County fails to grant acceptance and final payment is not made by the City on that basis, the County shall indemnify and hold the City harmless for any loss or claim made against the City, including the defense thereof, arising from or related to the failure of the County to grant acceptance.
5. The County has provided approved plans for the construction of the Sewer Improvements. Additionally, the County has provided the following:

- A. The County has provided plans and specifications for the Sewer Improvements to the City in the manner set forth earlier in this Agreement.
  - B. The County has provided a maintenance bond form to the City for the City to provide to the contractor to meet the requirement set forth in Paragraph 4 of this Agreement.
  - C. The County shall provide written certification that the Sewer Improvements complied with the contract specifications to the City within ten (10) business days of final inspection and approval of the Sewer Improvements.
  - D. The County and City agree to work together to resolve any conflicts related to the construction of the Project.
6. For purposes of this Agreement, any required notices are deemed sufficiently given on the third business day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

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

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

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

By: \_\_\_\_\_  
Mike Kelly, Chairman

ATTESTED BY:

\_\_\_\_\_  
Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan P. Haga, Assistant County Counselor

CITY OF PRAIRIE VILLAGE, KANSAS

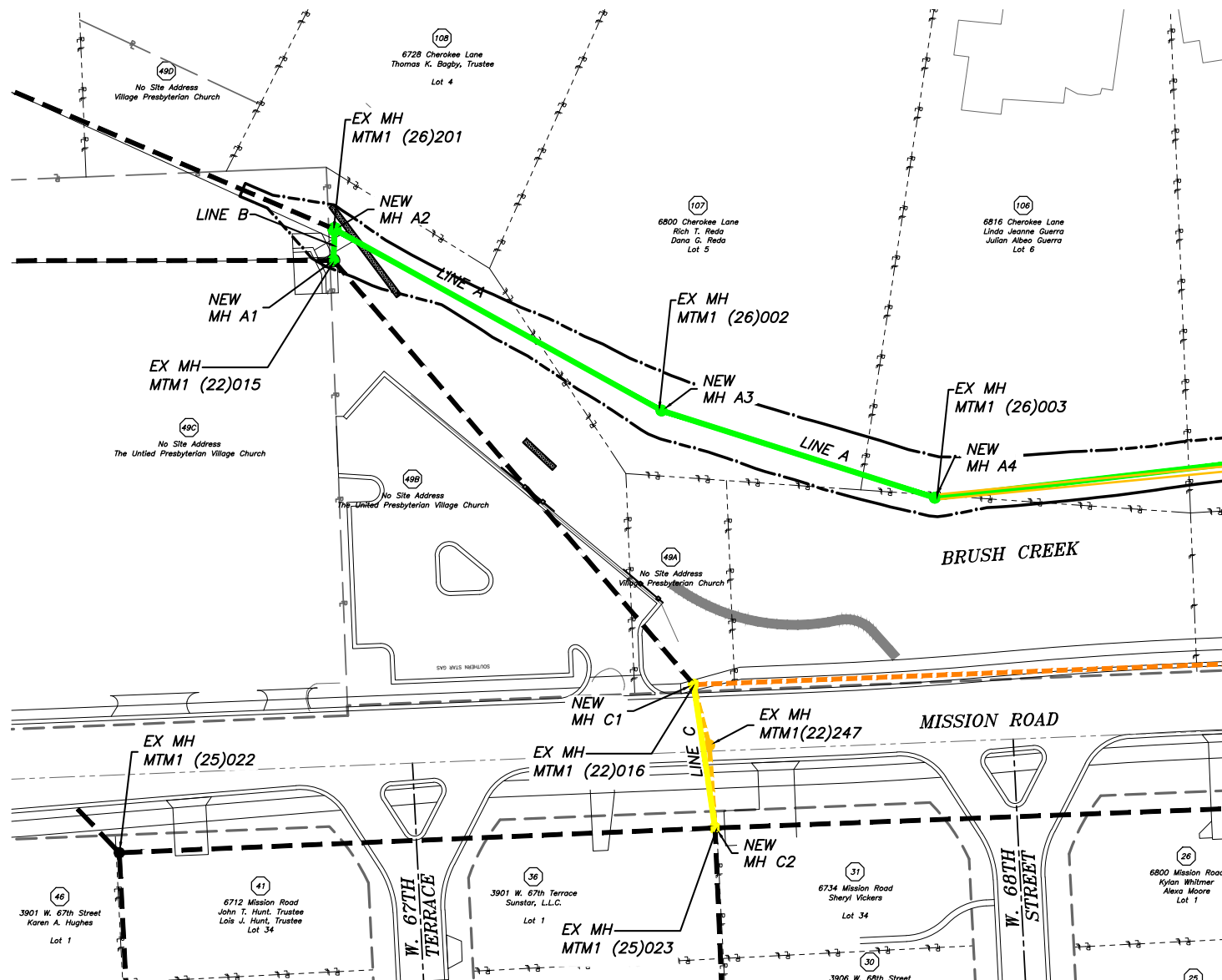
By: \_\_\_\_\_  
Eric Mikkelson, Mayor

ATTESTED BY:

\_\_\_\_\_  
Adam Geffert, City Clerk

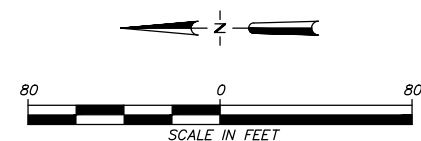
APPROVED AS TO FORM:

By: \_\_\_\_\_  
David Waters, City Attorney

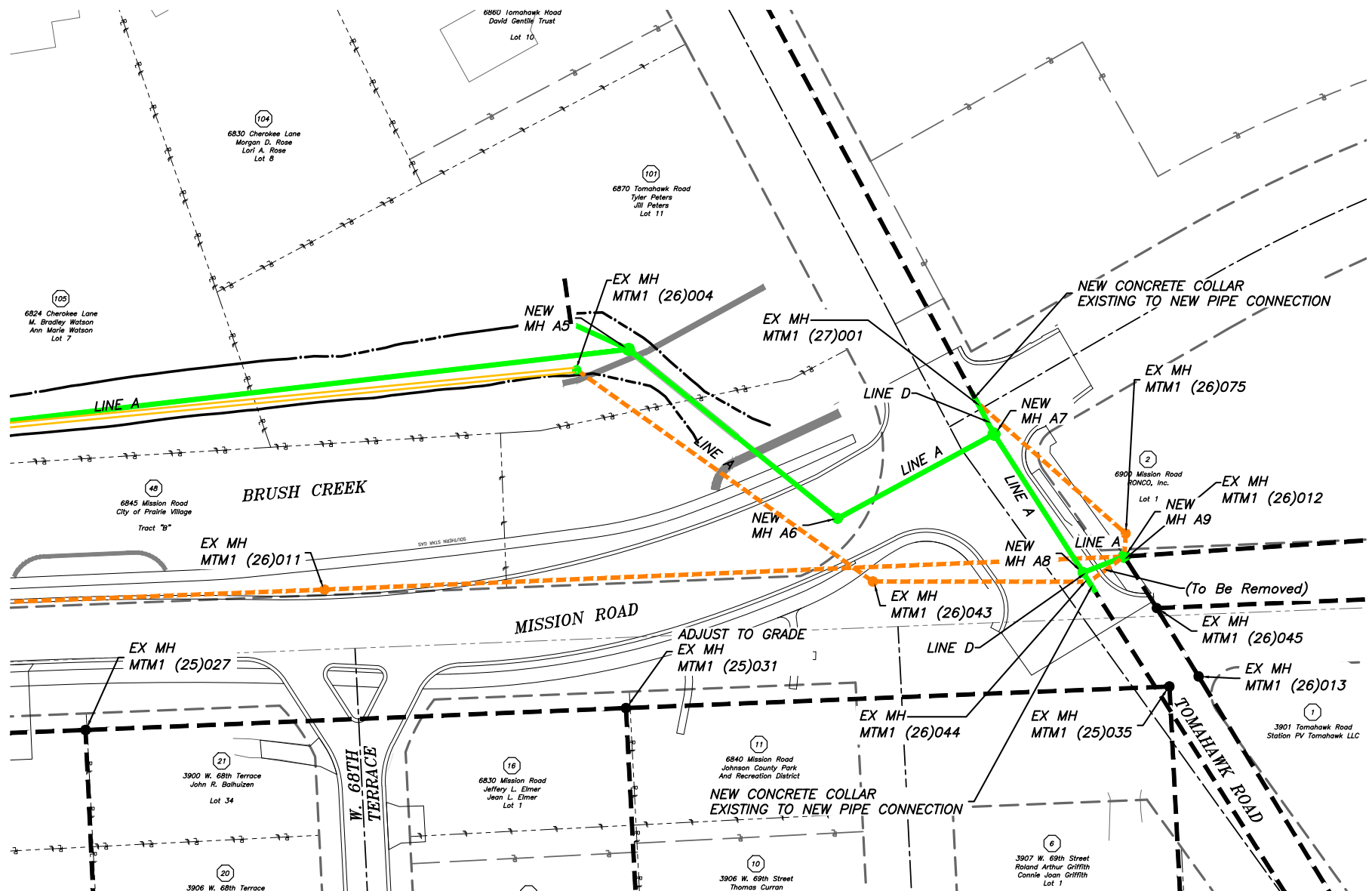


# **LEGEND**

- NEW MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW MANHOLE - JCW PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - JCW PAYMENT RESPONSIBILITY
- NEW PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW PIPE - JCW PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - JCW PAYMENT RESPONSIBILITY

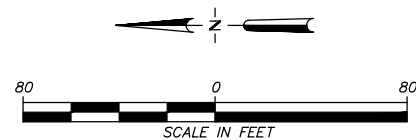


## **BRUSH CREEK/MISSION ROAD EXHIBIT A**



### LEGEND

- NEW MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW MANHOLE - JCW PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - JCW PAYMENT RESPONSIBILITY
- NEW PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW PIPE - JCW PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - JCW PAYMENT RESPONSIBILITY



## BRUSH CREEK/MISSION ROAD EXHIBIT A

## EXHIBIT B

## BRUSH CREEK AT MISSION RD. AND 68TH STREET FLOOD CONTROL PROJECT

CITY PROJECT NUMBER: MIRD0007



Affinis Project No. 21-0001.01

Date

5/3/2023

| ITEM NO. | ITEM DESCRIPTION                                | UNIT | TOTAL QUANTITY | ENGINEER'S ESTIMATE |               | VF ANDERSON BID |               | CITY          |                     |                 | JCW          |                     |                 |
|----------|-------------------------------------------------|------|----------------|---------------------|---------------|-----------------|---------------|---------------|---------------------|-----------------|--------------|---------------------|-----------------|
|          |                                                 |      |                | UNIT PRICE          | TOTAL         | UNIT PRICE      | TOTAL         | CITY QUANTITY | ENGINEER'S ESTIMATE | VF ANDERSON BID | JCW QUANTITY | ENGINEER'S ESTIMATE | VF ANDERSON BID |
| 1        | MOBILIZATION (PRAIRIE VILLAGE)                  | LS   | 1              | \$ 123,900.00       | \$ 123,900.00 | \$ 67,000.00    | \$ 67,000.00  | 1             | \$ 123,900.00       | \$ 67,000.00    | 0            | \$ -                | \$ -            |
| 2        | MOBILIZATION (JCW SANITARY)                     | LS   | 1              | \$ 61,000.00        | \$ 61,000.00  | \$ 7,000.00     | \$ 7,000.00   | 0             | \$ -                | \$ -            | 1            | \$ 61,000.00        | \$ 7,000.00     |
| 3        | CONSTRUCTION STAKING (PRAIRIE VILLAGE)          | LS   | 1              | \$ 15,000.00        | \$ 15,000.00  | \$ 15,000.00    | \$ 15,000.00  | 1             | \$ 15,000.00        | \$ 15,000.00    | 0            | \$ -                | \$ -            |
| 4        | CONSTRUCTION STAKING (JCW SANITARY)             | LS   | 1              | \$ 10,000.00        | \$ 10,000.00  | \$ 9,000.00     | \$ 9,000.00   | 0             | \$ -                | \$ -            | 1            | \$ 10,000.00        | \$ 9,000.00     |
| 5        | PRE-CONSTRUCTION SURVEY                         | EA   | 7              | \$ 1,100.00         | \$ 7,700.00   | \$ 486.00       | \$ 3,402.00   | 7             | \$ 7,700.00         | \$ 3,402.00     | 0            | \$ -                | \$ -            |
| 6        | CLEARING AND GRUBBING                           | LS   | 1              | \$ 60,000.00        | \$ 60,000.00  | \$ 126,000.00   | \$ 126,000.00 | 0.5           | \$ 30,000.00        | \$ 63,000.00    | 0.5          | \$ 30,000.00        | \$ 63,000.00    |
| 7        | LARGE TREE REMOVAL                              | EA   | 2              | \$ 1,200.00         | \$ 2,400.00   | \$ 1,620.00     | \$ 3,240.00   | 2             | \$ 2,400.00         | \$ 3,240.00     | 0            | \$ -                | \$ -            |
| 8        | REMOVAL OF EXISTING STRUCTURES                  | LS   | 1              | \$ 90,000.00        | \$ 90,000.00  | \$ 246,000.00   | \$ 246,000.00 | 1             | \$ 90,000.00        | \$ 246,000.00   | 0            | \$ -                | \$ -            |
| 9        | REMOVAL OF EXISTING STRUCTURES (SANITARY SEWER) | LS   | 1              | \$ 55,000.00        | \$ 55,000.00  | \$ 6,118.00     | \$ 6,118.00   | 0             | \$ -                | \$ -            | 1            | \$ 55,000.00        | \$ 6,118.00     |
| 10       | PAVEMENT DEMOLITION                             | CY   | 3,216          | \$ 63.00            | \$ 202,608.00 | \$ 34.00        | \$ 109,344.00 | 2,726         | \$ 171,738.00       | \$ 92,684.00    | 490          | \$ 30,870.00        | \$ 16,660.00    |
| 11       | UNCLASSIFIED EXCAVATION                         | CY   | 5,144          | \$ 21.00            | \$ 108,024.00 | \$ 17.00        | \$ 87,448.00  | 5,144         | \$ 108,024.00       | \$ 87,448.00    | 0            | \$ -                | \$ -            |
| 12       | UNCLASSIFIED EXCAVATION (UNSUITABLE)            | CY   | 330            | \$ 40.00            | \$ 13,200.00  | \$ 87.00        | \$ 28,710.00  | 330           | \$ 13,200.00        | \$ 28,710.00    | 0            | \$ -                | \$ -            |
| 13       | EMBANKMENT                                      | CY   | 3,858          | \$ 3.50             | \$ 13,503.00  | \$ 1.00         | \$ 3,858.00   | 3,858         | \$ 13,503.00        | \$ 3,858.00     | 0            | \$ -                | \$ -            |
| 14       | EMBANKMENT (CONTRACTOR FURNISHED)               | CY   | 5,161          | \$ 20.00            | \$ 103,220.00 | \$ 24.00        | \$ 123,864.00 | 5,161         | \$ 103,220.00       | \$ 123,864.00   | 0            | \$ -                | \$ -            |
| 15       | GRANULAR SUBBASE                                | TON  | 2,730          | \$ 13.00            | \$ 35,490.00  | \$ 25.00        | \$ 68,250.00  | 2,267         | \$ 29,471.00        | \$ 56,675.00    | 463          | \$ 6,019.00         | \$ 11,575.00    |
| 16       | ASPHALT SURFACE (APWA TYPE 6)                   | TON  | 1,166          | \$ 100.00           | \$ 116,600.00 | \$ 112.21       | \$ 130,836.86 | 947           | \$ 94,700.00        | \$ 106,262.87   | 219          | \$ 21,900.00        | \$ 24,573.99    |
| 17       | ASPHALT BASE (APWA TYPE 1)                      | TON  | 4,066          | \$ 90.00            | \$ 365,940.00 | \$ 91.31        | \$ 371,266.46 | 3,224         | \$ 290,160.00       | \$ 294,383.44   | 842          | \$ 75,780.00        | \$ 76,883.02    |
| 18       | BRICK CROSSWALK                                 | SY   | 26             | \$ 250.00           | \$ 6,500.00   | \$ 284.00       | \$ 7,384.00   | 0             | \$ -                | \$ -            | 26           | \$ 6,500.00         | \$ 7,384.00     |
| 19       | UNDERDRAIN PIPE                                 | LF   | 607            | \$ 40.00            | \$ 24,280.00  | \$ 35.00        | \$ 21,245.00  | 607           | \$ 24,280.00        | \$ 21,245.00    | 0            | \$ -                | \$ -            |
| 20       | DRAIN TILE CONNECTION                           | LF   | 200            | \$ 70.00            | \$ 14,000.00  | \$ 37.00        | \$ 7,400.00   | 200           | \$ 14,000.00        | \$ 7,400.00     | 0            | \$ -                | \$ -            |
| 21       | REINFORCED CONCRETE PIPE (15") (RCP CLASS IV)   | LF   | 9              | \$ 250.00           | \$ 2,250.00   | \$ 186.00       | \$ 1,674.00   | 0             | \$ -                | \$ -            | 9            | \$ 2,250.00         | \$ 1,674.00     |
| 22       | REINFORCED CONCRETE PIPE (18") (RCP CLASS III)  | LF   | 160            | \$ 165.00           | \$ 26,400.00  | \$ 149.00       | \$ 23,840.00  | 109           | \$ 17,985.00        | \$ 16,241.00    | 51           | \$ 8,415.00         | \$ 7,599.00     |
| 23       | REINFORCED CONCRETE PIPE (24") (RCP CLASS III)  | LF   | 334            | \$ 195.00           | \$ 65,130.00  | \$ 196.00       | \$ 65,464.00  | 334           | \$ 65,130.00        | \$ 65,464.00    | 0            | \$ -                | \$ -            |
| 24       | REINFORCED CONCRETE PIPE (36") (RCP CLASS III)  | LF   | 600            | \$ 275.00           | \$ 165,000.00 | \$ 295.00       | \$ 177,000.00 | 600           | \$ 165,000.00       | \$ 177,000.00   | 0            | \$ -                | \$ -            |
| 25       | HIGH DENSITY POLYETHYLENE PIPE (15")            | LF   | 65             | \$ 115.00           | \$ 7,475.00   | \$ 77.00        | \$ 5,005.00   | 65            | \$ 7,475.00         | \$ 5,005.00     | 0            | \$ -                | \$ -            |
| 26       | HIGH-DENSITY POLYETHYLENE PIPE (18")            | LF   | 317            | \$ 100.00           | \$ 31,700.00  | \$ 78.00        | \$ 24,726.00  | 317           | \$ 31,700.00        | \$ 24,726.00    | 0            | \$ -                | \$ -            |
| 27       | HIGH-DENSITY POLYETHYLENE PIPE (24")            | LF   | 22             | \$ 120.00           | \$ 2,640.00   | \$ 125.00       | \$ 2,750.00   | 22            | \$ 2,640.00         | \$ 2,750.00     | 0            | \$ -                | \$ -            |
| 28       | CONCRETE COLLAR                                 | EA   | 10             | \$ 1,500.00         | \$ 15,000.00  | \$ 1,500.00     | \$ 15,000.00  | 4             | \$ 6,000.00         | \$ 6,000.00     | 6            | \$ 9,000.00         | \$ 9,000.00     |
| 29       | INLET (AREA) (5'X4')                            | EA   | 2              | \$ 8,000.00         | \$ 16,000.00  | \$ 6,600.00     | \$ 13,200.00  | 2             | \$ 16,000.00        | \$ 13,200.00    | 0            | \$ -                | \$ -            |
| 30       | INLET (CURB) (6'X4')                            | EA   | 6              | \$ 8,600.00         | \$ 51,600.00  | \$ 6,900.00     | \$ 41,400.00  | 5             | \$ 43,000.00        | \$ 34,500.00    | 1            | \$ 8,600.00         | \$ 6,900.00     |
| 31       | INLET (CURB) (6'X5')                            | EA   | 1              | \$ 9,200.00         | \$ 9,200.00   | \$ 10,100.00    | \$ 10,100.00  | 1             | \$ 9,200.00         | \$ 10,100.00    | 0            | \$ -                | \$ -            |
| 32       | INLET (CURB) (6'X6')                            | EA   | 3              | \$ 10,000.00        | \$ 30,000.00  | \$ 8,400.00     | \$ 25,200.00  | 3             | \$ 30,000.00        | \$ 25,200.00    | 0            | \$ -                | \$ -            |
| 33       | INLET (CURB) (7'X4')                            | EA   | 1              | \$ 8,500.00         | \$ 8,500.00   | \$ 8,100.00     | \$ 8,100.00   | 1             | \$ 8,500.00         | \$ 8,100.00     | 0            | \$ -                | \$ -            |
| 34       | INLET (CURB) (7'X6')                            | EA   | 1              | \$ 10,500.00        | \$ 10,500.00  | \$ 8,300.00     | \$ 8,300.00   | 1             | \$ 10,500.00        | \$ 8,300.00     | 0            | \$ -                | \$ -            |
| 35       | JUNCTION BOX (5'X5')                            | EA   | 1              | \$ 9,000.00         | \$ 9,000.00   | \$ 9,000.00     | \$ 9,000.00   | 1             | \$ 9,000.00         | \$ 9,000.00     | 0            | \$ -                | \$ -            |
| 36       | JUNCTION BOX (6'X4')                            | EA   | 4              | \$ 8,800.00         | \$ 35,200.00  | \$ 8,200.00     | \$ 32,800.00  | 4             | \$ 35,200.00        | \$ 32,800.00    | 0            | \$ -                | \$ -            |
| 37       | JUNCTION BOX (6'X5')                            | EA   | 1              | \$ 14,000.00        | \$ 14,000.00  | \$ 11,200.00    | \$ 11,200.00  | 1             | \$ 14,000.00        | \$ 11,200.00    | 0            | \$ -                | \$ -            |
| 38       | JUNCTION BOX (6'X6')                            | EA   | 2              | \$ 16,500.00        | \$ 33,000.00  | \$ 11,700.00    | \$ 23,400.00  | 2             | \$ 33,000.00        | \$ 23,400.00    | 0            | \$ -                | \$ -            |
| 39       | JUNCTION BOX (7'X6')                            | EA   | 1              | \$ 19,000.00        | \$ 19,000.00  | \$ 13,000.00    | \$ 13,000.00  | 1             | \$ 19,000.00        | \$ 13,000.00    | 0            | \$ -                | \$ -            |
| 40       | DRAIN BASIN (15")                               | EA   | 2              | \$ 3,500.00         | \$ 7,000.00   | \$ 2,500.00     | \$ 5,000.00   | 2             | \$ 7,000.00         | \$ 5,000.00     | 0            | \$ -                | \$ -            |
| 41       | DRAIN BASIN (18")                               | EA   | 1              | \$ 3,750.00         | \$ 3,750.00   | \$ 2,900.00     | \$ 2,900.00   | 1             | \$ 3,750.00         | \$ 2,900.00     | 0            | \$ -                | \$ -            |
| 42       | DRAIN BASIN (24")                               | EA   | 4              | \$ 4,000.00         | \$ 16,000.00  | \$ 3,400.00     | \$ 13,600.00  | 4             | \$ 16,000.00        | \$ 13,600.00    | 0            | \$ -                | \$ -            |
| 43       | OUTLET STRUCTURE 100                            | EA   | 1              | \$ 26,500.00        | \$ 26,500.00  | \$ 40,000.00    | \$ 40,000.00  | 1             | \$ 26,500.00        | \$ 40,000.00    | 0            | \$ -                | \$ -            |
| 44       | OUTLET STRUCTURE 200                            | EA   | 1              | \$ 25,000.00        | \$ 25,000.00  | \$ 52,000.00    | \$ 52,000.00  | 1             | \$ 25,000.00        | \$ 52,000.00    | 0            | \$ -                | \$ -            |
| 45       | OUTLET STRUCTURE 400                            | EA   | 1              | \$ 20,000.00        | \$ 20,000.00  | \$ 55,000.00    | \$ 55,000.00  | 1             | \$ 20,000.00        | \$ 55,000.00    | 0            | \$ -                | \$ -            |
| 46       | OUTLET STRUCTURE 500                            | EA   | 1              | \$ 26,500.00        | \$ 26,500.00  | \$ 61,000.00    | \$ 61,000.00  | 1             | \$ 26,500.00        | \$ 61,000.00    | 0            | \$ -                | \$ -            |
| 47       | CONCRETE FLUME                                  | EA   | 3              | \$ 600.00           | \$ 1,800.00   | \$ 2,000.00     | \$ 6,000.00   | 3             | \$ 1,800.00         | \$ 6,000.00     | 0            | \$ -                | \$ -            |
| 48       | SIDEWALK FLUME                                  | EA   | 1              | \$ 4,100.00         | \$ 4,100.00   | \$ 21,000.00    | \$ 21,000.00  | 0             | \$ -                | \$ -            | 1            | \$ 4,100.00         | \$ 21,000.00    |
| 49       | STRUCTURE MODIFICATION                          | EA   | 2              | \$ 2,400.00         | \$ 4,800.00   | \$ 3,500.00     | \$ 7,000.00   | 0             | \$ -                | \$ -            | 2            | \$ 4,800.00         | \$ 7,000.00     |
| 50       | ADA RAMP - REPLACED                             | EA   | 18             | \$ 3,000.00         | \$ 54,000.00  | \$ 1,700.00     | \$ 30,600.00  | 13            | \$ 39,000.00        | \$ 22,100.00    | 5            | \$ 15,000.00        | \$ 8,500.00     |
| 51       | CONCRETE SIDEWALK (4") - REPLACED               | SY   | 1,627          | \$ 107.00           | \$ 174,089.00 | \$ 46.00        | \$ 74,842.00  | 1,486         | \$ 159,002.00       | \$ 68,356.00    | 141          | \$ 15,087.00        | \$ 6,486.00     |
| 52       | CONCRETE SIDEWALK (4") (BRICK STAMPED)          | SY   | 43             | \$ 210.00           | \$ 9,030.00   | \$ 111.00       | \$ 4,773.00   | 43            | \$ 9,030.00         | \$ 4,773.00     | 0            | \$ -                | \$ -            |
| 53       | CONCRETE SIDEWALK (CURB)                        | LF   | 72             | \$ 44.00            | \$ 3,168.00   | \$ 25.00        | \$ 1,800.00   | 72            | \$ 3,168.00         | \$ 1,800.00     | 0            | \$ -                | \$ -            |
| 54       | CONCRETE DRIVEWAY (6") (REPLACE)                | SY   | 654            | \$ 100.00           | \$ 65,400.00  | \$ 69.00        | \$ 45,126.00  | 654           | \$ 65,400.00        | \$ 45,126.00    | 0            | \$ -                | \$ -            |
| 55       | CONCRETE DRIVEWAY (8") (REPLACE)                | SY   | 129            | \$ 125.00           | \$ 16,125.00  | \$ 108.00       | \$ 13,932.00  | 129           | \$ 16,125.00        | \$ 13,932.00    | 0            | \$ -                | \$ -            |
| 56       | CONCRETE CURB/GUTTER - REPLACED                 | LF   | 4,370          | \$ 45.00            | \$ 196,650.00 | \$ 30.00        | \$ 131,100.00 | 3,900         | \$ 175,500.00       | \$ 117,000.00   | 470          | \$ 21,150.00        | \$ 14,100.00    |
| 57       | BIODEGRADABLE LOG (12")                         | LF   | 3,180          | \$ 4.00             | \$ 12,720.00  | \$ 5.40         | \$ 17,172.00  | 3,038         | \$ 12,152.00        | \$ 16,405.20    | 142          | \$ 568.00           | \$ 766.80       |
| 58       | TEMPORARY INLET SEDIMENT BARRIER                | EA   | 33             | \$ 90.00            | \$ 2,970.00   | \$ 90.00        | \$ 2,970.00   | 32            | \$ 2,880.00         | \$ 2,880.00     | 1            | \$ 90.00            | \$ 90.00        |
| 59       | TEMPORARY EROSION CONTROL BASKET                | SY   | 6,568          | \$ 2.50             | \$ 16,420.00  | \$ 2.00         | \$ 13,136.00  | 6,568         | \$ 16,420.00        | \$ 13,136.00    | 0            | \$ -                | \$ -            |
| 60       | TEMPORARY SEEDING                               | SY   | 6,568          | \$ 0.25             | \$ 1,642.00   | \$ 0.60         | \$ 3,940.80   | 6,568         | \$ 1,642.00         | \$ 3,940.80     | 0            | \$ -                | \$ -            |
| 61       | TURF REINFORCEMENT MATTING                      | SY   | 827            | \$ 6.00             | \$ 4,962.00   | \$ 6.00         | \$ 4,962.00   | 827           | \$ 4,962.00         | \$ 4,962.00     | 0            | \$ -                | \$ -            |
| 62       | WIRE TURF REINFORCEMENT MATTING                 | SY   | 1,258          | \$ 15.00            | \$ 18,870.00  | \$ 27.00        | \$ 33,966.00  | 1,258         | \$ 18,870.00        | \$ 33,966.00    | 0            | \$ -                | \$ -            |
| 63       | NATIVE GRASS SEEDING                            | SY   | 5,770          | \$ 0.50             | \$ 2,885.00   | \$ 3.00         | \$ 17,310.00  | 5,770         | \$ 2,885.00         | \$ 17,310.00    | 0            | \$ -                | \$ -            |
| 64       | COVER CROP AND COMPOST                          | SY   | 5,770          | \$ 1.00             | \$ 5,770.00   | \$ 1.00         | \$ 5,770.00   | 5,770         | \$ 5,770.00         | \$ 5,770.00     | 0            | \$ -                | \$ -            |
| 65       | TEMPORARY IRRIGATION SYSTEM                     | LS   | 1              | \$ 3,500.00         | \$ 3,500.00   | \$ 3,240.00     | \$ 3,240.00   | 1             | \$ 3,500.00         | \$ 3,240.00     | 0            | \$ -                | \$ -            |
| 66       | NATIVE SEEDING MAINTENANCE                      | YR   | 3              | \$ 10,000.00        | \$ 30,000.00  | \$ 8,100.00     | \$ 24,300.00  | 3             | \$ 30,000.00        | \$ 24,300.00    | 0            | \$ -                | \$ -            |
| 67       | SOD                                             | SY   | 6,952          | \$ 8.00             | \$ 55,616.00  | \$ 8.00         | \$ 55,616.00  | 6,913         | \$ 55,304.00        | \$ 55,304.00    | 39           | \$ 312.00           | \$ 312.00       |
| 68       | LAWN SPRINKLER - PIPE REPLACEMENT (EST)         | LF   | 550            | \$ 30.00            | \$ 16,500.00  | \$ 38.00        | \$ 20,900.00  | 550           | \$ 16,500.00        | \$ 20,900.00    | 0            | \$ -                | \$ -            |
| 69       | LAWN SPRINKLER - HEAD REPLACEMENT (EST)         | EA   | 30             | \$ 250.00           | \$ 7,500.00   | \$ 87.00        | \$ 2,610.00   | 30            | \$ 7,500.00         | \$ 2,610.00     | 0            | \$ -                | \$ -            |
| 70       | LAWN SPRINKLER - PIPE (NEW)                     | LF   | 102            | \$ 30.00            | \$ 3,060.00   | \$ 38.00        | \$ 3,876.00   | 102           | \$ 3,060.00         | \$ 3,876.00     | 0            | \$ -                | \$ -            |
| 71       | LAWN SPRINKLER - PIPE (CASING)                  | LF   | 57             | \$ 60.00            | \$ 3,420.00   | \$ 81.00        | \$ 4,617.00   | 57            | \$ 3,420.00         | \$ 4,617.00     | 0            | \$ -                | \$ -            |

**EXHIBIT B**  
**BRUSH CREEK AT MISSION RD. AND 68TH STREET FLOOD CONTROL PROJECT**  
**CITY PROJECT NUMBER: MIRD0007**



Affinis Project No. 21-0001.01

Date 5/3/2023

| ITEM NO.       | ITEM DESCRIPTION                                                 | UNIT | TOTAL QUANTITY | ENGINEER'S ESTIMATE |                 | VF ANDERSON BID |                 | CITY          |                     |                 | JCW          |                     |                 |
|----------------|------------------------------------------------------------------|------|----------------|---------------------|-----------------|-----------------|-----------------|---------------|---------------------|-----------------|--------------|---------------------|-----------------|
|                |                                                                  |      |                | UNIT PRICE          | TOTAL           | UNIT PRICE      | TOTAL           | CITY QUANTITY | ENGINEER'S ESTIMATE | VF ANDERSON BID | JCW QUANTITY | ENGINEER'S ESTIMATE | VF ANDERSON BID |
| 72             | LAWN SPRINKLER - TEMPORARY CONNECTION                            | EA   | 5              | \$ 1,000.00         | \$ 5,000.00     | \$ 1,000.00     | \$ 5,000.00     | 5             | \$ 5,000.00         | \$ 5,000.00     | 0            | \$ -                | \$ -            |
| 73             | TREE (2.5" CAL.)                                                 | EA   | 58             | \$ 605.00           | \$ 35,090.00    | \$ 486.00       | \$ 28,188.00    | 25            | \$ 15,125.00        | \$ 12,150.00    | 33           | \$ 19,965.00        | \$ 16,038.00    |
| 74             | SHRUB (#3 CONT.)                                                 | EA   | 30             | \$ 66.00            | \$ 1,980.00     | \$ 65.00        | \$ 1,950.00     | 30            | \$ 1,980.00         | \$ 1,950.00     | 0            | \$ -                | \$ -            |
| 75             | PERENNIALS & GRASSES (#1 CONT.)                                  | EA   | 364            | \$ 20.00            | \$ 7,280.00     | \$ 17.00        | \$ 6,188.00     | 364           | \$ 7,280.00         | \$ 6,188.00     | 0            | \$ -                | \$ -            |
| 76             | RPM TREE (#3)                                                    | EA   | 5              | \$ 88.00            | \$ 440.00       | \$ 54.00        | \$ 270.00       | 5             | \$ 440.00           | \$ 270.00       | 0            | \$ -                | \$ -            |
| 77             | RPM SHRUB (#3)                                                   | EA   | 143            | \$ 44.00            | \$ 6,292.00     | \$ 54.00        | \$ 7,722.00     | 143           | \$ 6,292.00         | \$ 7,722.00     | 0            | \$ -                | \$ -            |
| 78             | TREE WATER BLADDER (36" DIA.)                                    | EA   | 38             | \$ 66.00            | \$ 2,508.00     | \$ 38.00        | \$ 1,444.00     | 38            | \$ 2,508.00         | \$ 1,444.00     | 0            | \$ -                | \$ -            |
| 79             | STEEL LANDSCAPE EDGING                                           | LF   | 30             | \$ 6.60             | \$ 198.00       | \$ 4.00         | \$ 120.00       | 30            | \$ 198.00           | \$ 120.00       | 0            | \$ -                | \$ -            |
| 80             | TRENCH EDGING                                                    | LF   | 473            | \$ 2.00             | \$ 946.00       | \$ 1.08         | \$ 510.84       | 473           | \$ 946.00           | \$ 510.84       | 0            | \$ -                | \$ -            |
| 81             | RESIDENTIAL LANDSCAPE RESTORATION                                | LS   | 1              | \$ 17,000.00        | \$ 17,000.00    | \$ 22,000.00    | \$ 22,000.00    | 1             | \$ 17,000.00        | \$ 22,000.00    | 0            | \$ -                | \$ -            |
| 82             | TRAFFIC CONTROL (ROADWAY CONSTRUCTION)                           | LS   | 1              | \$ 20,000.00        | \$ 20,000.00    | \$ 36,180.00    | \$ 36,180.00    | 1             | \$ 20,000.00        | \$ 36,180.00    | 0            | \$ -                | \$ -            |
| 83             | TRAFFIC CONTROL (JCW SANITARY SEWER CONSTRUCTION)                | LS   | 1              | \$ 15,000.00        | \$ 15,000.00    | \$ 21,600.00    | \$ 21,600.00    | 0             | \$ -                | \$ -            | 1            | \$ 15,000.00        | \$ 21,600.00    |
| 84             | COUNTY PROJECT SIGN (SMAC)                                       | EA   | 2              | \$ 950.00           | \$ 1,900.00     | \$ 1,620.00     | \$ 3,240.00     | 2             | \$ 1,900.00         | \$ 3,240.00     | 0            | \$ -                | \$ -            |
| 85             | THERMOPLASTIC PAVEMENT MARKING (4" WHITE)                        | LF   | 1,692          | \$ 2.00             | \$ 3,384.00     | \$ 1.89         | \$ 3,197.88     | 1,692         | \$ 3,384.00         | \$ 3,197.88     | 0            | \$ -                | \$ -            |
| 86             | THERMOPLASTIC PAVEMENT MARKING (4" YELLOW)                       | LF   | 3,008          | \$ 2.00             | \$ 6,016.00     | \$ 1.89         | \$ 5,685.12     | 3,008         | \$ 6,016.00         | \$ 5,685.12     | 0            | \$ -                | \$ -            |
| 87             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (6" WHITE)              | LF   | 374            | \$ 9.00             | \$ 3,366.00     | \$ 6.48         | \$ 2,423.52     | 374           | \$ 3,366.00         | \$ 2,423.52     | 0            | \$ -                | \$ -            |
| 88             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (12" YELLOW)            | LF   | 55             | \$ 12.00            | \$ 660.00       | \$ 10.80        | \$ 594.00       | 55            | \$ 660.00           | \$ 594.00       | 0            | \$ -                | \$ -            |
| 89             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (24" WHITE)             | LF   | 113            | \$ 23.00            | \$ 2,599.00     | \$ 21.60        | \$ 2,440.80     | 113           | \$ 2,599.00         | \$ 2,440.80     | 0            | \$ -                | \$ -            |
| 90             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (LEFT TURN ARROW)       | EA   | 5              | \$ 320.00           | \$ 1,600.00     | \$ 324.00       | \$ 1,620.00     | 5             | \$ 1,600.00         | \$ 1,620.00     | 0            | \$ -                | \$ -            |
| 91             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (RIGHT TURN ARROW)      | EA   | 2              | \$ 320.00           | \$ 640.00       | \$ 324.00       | \$ 648.00       | 2             | \$ 640.00           | \$ 648.00       | 0            | \$ -                | \$ -            |
| 92             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (THRU/RIGHT TURN ARROW) | EA   | 1              | \$ 600.00           | \$ 600.00       | \$ 432.00       | \$ 432.00       | 1             | \$ 600.00           | \$ 432.00       | 0            | \$ -                | \$ -            |
| 93             | PREFORMED THERMOPLASTIC PAVEMENT MARKING (BIKE LANE SYMBOL)      | EA   | 5              | \$ 500.00           | \$ 2,500.00     | \$ 486.00       | \$ 2,430.00     | 5             | \$ 2,500.00         | \$ 2,430.00     | 0            | \$ -                | \$ -            |
| 94             | INLAID PATTERNED SOLID PLASTIC PAVEMENT MARKING (12" WHITE)      | LF   | 52             | \$ 18.00            | \$ 936.00       | \$ 21.60        | \$ 1,123.20     | 52            | \$ 936.00           | \$ 1,123.20     | 0            | \$ -                | \$ -            |
| 95             | INLAID PATTERNED SOLID PLASTIC PAVEMENT MARKING (24" WHITE)      | LF   | 31             | \$ 36.00            | \$ 1,116.00     | \$ 43.20        | \$ 1,339.20     | 31            | \$ 1,116.00         | \$ 1,339.20     | 0            | \$ -                | \$ -            |
| 96             | TRAFFIC PATTERNS/D CROSSWALK PAVEMENT MARKING                    | EA   | 4              | \$ 5,000.00         | \$ 20,000.00    | \$ 12,150.00    | \$ 48,600.00    | 4             | \$ 20,000.00        | \$ 48,600.00    | 0            | \$ -                | \$ -            |
| 97             | PERMANENT TRAFFIC CONTROL SIGNS                                  | SF   | 153            | \$ 26.00            | \$ 3,978.00     | \$ 32.40        | \$ 4,957.20     | 153           | \$ 3,978.00         | \$ 4,957.20     | 0            | \$ -                | \$ -            |
| 98             | 1 3/4"X1 3/4" SIGN POSTS                                         | LF   | 201            | \$ 22.00            | \$ 4,422.00     | \$ 16.20        | \$ 3,256.20     | 201           | \$ 4,422.00         | \$ 3,256.20     | 0            | \$ -                | \$ -            |
| 99             | 2-1/4"X2-1/4" SIGN POST ANCHORS                                  | LF   | 57             | \$ 20.00            | \$ 1,140.00     | \$ 32.40        | \$ 1,846.80     | 57            | \$ 1,140.00         | \$ 1,846.80     | 0            | \$ -                | \$ -            |
| 100            | REMOVAL AND RESETTING FENCE                                      | LF   | 476            | \$ 30.00            | \$ 14,280.00    | \$ 67.00        | \$ 31,892.00    | 476           | \$ 14,280.00        | \$ 31,892.00    | 0            | \$ -                | \$ -            |
| 101            | TEMPORARY CONSTRUCTION FENCE                                     | LF   | 1,200          | \$ 7.25             | \$ 8,700.00     | \$ 8.00         | \$ 9,600.00     | 1,200         | \$ 8,700.00         | \$ 9,600.00     | 0            | \$ -                | \$ -            |
| 102            | HANDRAIL (GALVANIZED STEEL, TYPE A)                              | LF   | 536            | \$ 230.00           | \$ 123,280.00   | \$ 212.00       | \$ 113,632.00   | 536           | \$ 123,280.00       | \$ 113,632.00   | 0            | \$ -                | \$ -            |
| 103            | PARK SIGN - RELOCATED                                            | EA   | 2              | \$ 2,000.00         | \$ 4,000.00     | \$ 1,500.00     | \$ 3,000.00     | 2             | \$ 4,000.00         | \$ 3,000.00     | 0            | \$ -                | \$ -            |
| 104            | STACKED STONE WALL (REMOVE AND REPLACE)                          | LF   | 85             | \$ 240.00           | \$ 20,400.00    | \$ 329.00       | \$ 27,965.00    | 0             | \$ -                | \$ -            | 85           | \$ 20,400.00        | \$ 27,965.00    |
| 105            | STACKED STONE WALL (REMOVE)                                      | LF   | 115            | \$ 180.00           | \$ 20,700.00    | \$ 54.00        | \$ 6,210.00     | 115           | \$ 20,700.00        | \$ 6,210.00     | 0            | \$ -                | \$ -            |
| 106            | STACKED STONE WALL (WALL 4)                                      | SF   | 711            | \$ 60.00            | \$ 42,660.00    | \$ 111.00       | \$ 78,921.00    | 711           | \$ 42,660.00        | \$ 78,921.00    | 0            | \$ -                | \$ -            |
| 107            | BLOCK RETAINING WALL                                             | SF   | 2,607          | \$ 80.00            | \$ 208,560.00   | \$ 81.00        | \$ 211,167.00   | 2,607         | \$ 208,560.00       | \$ 211,167.00   | 0            | \$ -                | \$ -            |
| 108            | SIMULATED STONE MASONRY STAIN                                    | SF   | 2,607          | \$ 15.00            | \$ 39,105.00    | \$ 4.23         | \$ 11,027.61    | 2,607         | \$ 39,105.00        | \$ 11,027.61    | 0            | \$ -                | \$ -            |
| 109            | GUARDRAIL (REMOVE AND INSTALL)                                   | LF   | 45             | \$ 100.00           | \$ 4,500.00     | \$ 100.00       | \$ 4,500.00     | 45            | \$ 4,500.00         | \$ 4,500.00     | 0            | \$ -                | \$ -            |
| 110            | RIPRAP (KDOT LIGHT 24")                                          | SY   | 99             | \$ 105.00           | \$ 10,395.00    | \$ 71.00        | \$ 7,029.00     | 99            | \$ 10,395.00        | \$ 7,029.00     | 0            | \$ -                | \$ -            |
| 111            | RIPRAP (KDOT 1/4 TON)                                            | SY   | 261            | \$ 130.00           | \$ 33,930.00    | \$ 82.00        | \$ 21,402.00    | 261           | \$ 33,930.00        | \$ 21,402.00    | 0            | \$ -                | \$ -            |
| 112            | BY-PASS PUMPING                                                  | LS   | 1              | \$ 150,000.00       | \$ 150,000.00   | \$ 121,000.00   | \$ 121,000.00   | 0             | \$ -                | \$ -            | 1            | \$ 150,000.00       | \$ 121,000.00   |
| 113            | PRE-CONSTRUCTION VIDEO                                           | LF   | 1,067          | \$ 12.00            | \$ 12,804.00    | \$ 4.00         | \$ 4,268.00     | 73            | \$ 876.00           | \$ 292.00       | 994          | \$ 11,928.00        | \$ 3,976.00     |
| 114            | POST-CONSTRUCTION VIDEO                                          | LF   | 1,288          | \$ 6.00             | \$ 7,728.00     | \$ 4.00         | \$ 5,152.00     | 77            | \$ 462.00           | \$ 308.00       | 1,211        | \$ 7,266.00         | \$ 4,844.00     |
| 115            | SANITARY MANHOLE (4' DIA.) (0' TO 8' DEPTH)                      | EA   | 2              | \$ 10,000.00        | \$ 20,000.00    | \$ 9,400.00     | \$ 18,800.00    | 2             | \$ 20,000.00        | \$ 18,800.00    | 0            | \$ -                | \$ -            |
| 116            | SANITARY MANHOLE (5' DIA.) (0' TO 8' DEPTH)                      | EA   | 9              | \$ 15,000.00        | \$ 135,000.00   | \$ 11,700.00    | \$ 105,300.00   | 1             | \$ 15,000.00        | \$ 11,700.00    | 8            | \$ 120,000.00       | \$ 93,600.00    |
| 117            | SANITARY MANHOLE (4' DIA.) (EXTRA DEPTH)                         | VF   | 11             | \$ 300.00           | \$ 3,300.00     | \$ 344.00       | \$ 3,784.00     | 11            | \$ 3,300.00         | \$ 3,784.00     | 0            | \$ -                | \$ -            |
| 118            | SANITARY MANHOLE (5' DIA.) (EXTRA DEPTH)                         | VF   | 41             | \$ 500.00           | \$ 20,500.00    | \$ 414.00       | \$ 16,974.00    | 0             | \$ -                | \$ -            | 41           | \$ 20,500.00        | \$ 16,974.00    |
| 119            | INSIDE DROP BOWL, FITTINGS, AND PIPING (5' DIA DROP)             | EA   | 2              | \$ 4,500.00         | \$ 9,000.00     | \$ 2,000.00     | \$ 4,000.00     | 0             | \$ -                | \$ -            | 2            | \$ 9,000.00         | \$ 4,000.00     |
| 120            | MANHOLE ADJUSTMENT                                               | EA   | 3              | \$ 3,000.00         | \$ 9,000.00     | \$ 2,100.00     | \$ 6,300.00     | 2             | \$ 6,000.00         | \$ 4,200.00     | 1            | \$ 3,000.00         | \$ 2,100.00     |
| 121            | SANITARY SEWER PIPE (8")                                         | LF   | 20             | \$ 140.00           | \$ 2,800.00     | \$ 122.00       | \$ 2,440.00     | 0             | \$ -                | \$ -            | 20           | \$ 2,800.00         | \$ 2,440.00     |
| 122            | SANITARY SEWER PIPE (10")                                        | LF   | 16             | \$ 150.00           | \$ 2,400.00     | \$ 188.00       | \$ 3,008.00     | 16            | \$ 2,400.00         | \$ 3,008.00     | 0            | \$ -                | \$ -            |
| 123            | SANITARY SEWER PIPE (12")                                        | LF   | 23             | \$ 200.00           | \$ 4,600.00     | \$ 200.00       | \$ 4,600.00     | 0             | \$ -                | \$ -            | 23           | \$ 4,600.00         | \$ 4,600.00     |
| 124            | SANITARY SEWER PIPE (15")                                        | LF   | 8              | \$ 300.00           | \$ 2,400.00     | \$ 318.00       | \$ 2,544.00     | 8             | \$ 2,400.00         | \$ 2,544.00     | 0            | \$ -                | \$ -            |
| 125            | SANITARY SEWER PIPE (18")                                        | LF   | 119            | \$ 400.00           | \$ 47,600.00    | \$ 703.00       | \$ 83,657.00    | 86            | \$ 34,400.00        | \$ 60,458.00    | 33           | \$ 13,200.00        | \$ 23,199.00    |
| 126            | SANITARY SEWER PIPE (24")                                        | LF   | 8              | \$ 500.00           | \$ 4,000.00     | \$ 637.00       | \$ 5,096.00     | 0             | \$ -                | \$ -            | 8            | \$ 4,000.00         | \$ 5,096.00     |
| 127            | SANITARY SEWER PIPE (30")                                        | LF   | 1,155          | \$ 500.00           | \$ 577,500.00   | \$ 360.00       | \$ 415,800.00   | 0             | \$ -                | \$ -            | 1,155        | \$ 577,500.00       | \$ 415,800.00   |
| 128            | SANITARY SEWER SERVICE CONNECTION                                | EA   | 1              | \$ 2,000.00         | \$ 2,000.00     | \$ 5,000.00     | \$ 5,000.00     | 0             | \$ -                | \$ -            | 1            | \$ 2,000.00         | \$ 5,000.00     |
| 129            | SLURRY FILL (ABANDON SEWER PIPE & MANHOLES)                      | CY   | 78             | \$ 250.00           | \$ 19,500.00    | \$ 230.00       | \$ 17,940.00    | 0             | \$ -                | \$ -            | 78           | \$ 19,500.00        | \$ 17,940.00    |
| 130            | CONCRETE ENCASEMENT (6")                                         | LF   | 15             | \$ 300.00           | \$ 4,500.00     | \$ 107.00       | \$ 1,605.00     | 15            | \$ 4,500.00         | \$ 1,605.00     | 0            | \$ -                | \$ -            |
| 131            | CONCRETE ENCASEMENT (10")                                        | LF   | 40             | \$ 320.00           | \$ 12,800.00    | \$ 113.00       | \$ 4,520.00     | 40            | \$ 12,800.00        | \$ 4,520.00     | 0            | \$ -                | \$ -            |
| 132            | CONCRETE ENCASEMENT (15")                                        | LF   | 60             | \$ 340.00           | \$ 20,400.00    | \$ 150.00       | \$ 9,000.00     | 60            | \$ 20,400.00        | \$ 9,000.00     | 0            | \$ -                | \$ -            |
| 133            | CONCRETE ENCASEMENT (18")                                        | LF   | 30             | \$ 350.00           | \$ 10,500.00    | \$ 155.00       | \$ 4,650.00     | 30            | \$ 10,500.00        | \$ 4,650.00     | 0            | \$ -                | \$ -            |
| 134            | CAGE REINFORCED CONCRETE ENCASEMENT (SERVICE)                    | LF   | 15             | \$ 300.00           | \$ 4,500.00     | \$ 160.00       | \$ 2,400.00     | 15            | \$ 4,500.00         | \$ 2,400.00     | 0            | \$ -                | \$ -            |
| 135            | CAGE REINFORCED CONCRETE ENCASEMENT (30")                        | LF   | 322            | \$ 350.00           | \$ 112,700.00   | \$ 300.00       | \$ 96,600.00    | 0             | \$ -                | \$ -            | 322          | \$ 112,700.00       | \$ 96,600.00    |
| 136            | IMPERVIOUS DITCH CHECK                                           | EA   | 4              | \$ 4,000.00         | \$ 16,000.00    | \$ 2,000.00     | \$ 8,000.00     | 0             | \$ -                | \$ -            | 4            | \$ 16,000.00        | \$ 8,000.00     |
| 137            | TEMPORARY TIE-IN (SANITARY SEWER)                                | LS   | 1              | \$ 35,000.00        | \$ 35,000.00    | \$ 18,000.00    | \$ 18,000.00    | 0             | \$ -                | \$ -            | 1            | \$ 35,000.00        | \$ 18,000.00    |
| 138            | CONCRETE PAVEMENT BLOCKOUT                                       | EA   | 6              | \$ 1,250.00         | \$ 7,500.00     | \$ 2,600.00     | \$ 15,600.00    | 1             | \$ 1,250.00         | \$ 2,600.00     | 5            | \$ 6,250.00         | \$ 13,000.00    |
| TOTAL BASE BID |                                                                  |      |                |                     | \$ 4,770,840.00 |                 | \$ 4,460,974.49 |               | \$ 3,213,790.00     | \$ 3,233,580.68 |              | \$ 1,557,050.00     | \$ 1,227,393.81 |

**EXHIBIT B****BRUSH CREEK AT MISSION RD. AND 68TH STREET FLOOD CONTROL PROJECT**

CITY PROJECT NUMBER: MIRD0007



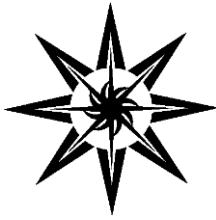
Affinis Project No. 21-0001.01

Date

5/3/2023

| ITEM NO.                         | ITEM DESCRIPTION                          | UNIT | TOTAL QUANTITY | ENGINEER'S ESTIMATE |                 | VF ANDERSON BID |                 | CITY     |                     |                 | JCW      |                     |                 |
|----------------------------------|-------------------------------------------|------|----------------|---------------------|-----------------|-----------------|-----------------|----------|---------------------|-----------------|----------|---------------------|-----------------|
|                                  |                                           |      |                | UNIT PRICE          | TOTAL           | UNIT PRICE      | TOTAL           | QUANTITY | ENGINEER'S ESTIMATE | VF ANDERSON BID | QUANTITY | ENGINEER'S ESTIMATE | VF ANDERSON BID |
| BID ALTERNATE A                  |                                           |      |                |                     |                 |                 |                 |          |                     |                 |          |                     |                 |
| A-1                              | GABION WIRE BASKET                        | LF   | 69             | \$ 525.00           | \$ 36,225.00    | \$ 400.00       | \$ 27,600.00    | 13       | \$ 6,825.00         | \$ 5,200.00     | 56       | \$ 29,400.00        | \$ 22,400.00    |
| TOTAL BID ALTERNATE A            |                                           |      |                |                     | \$ 36,225.00    |                 | \$ 27,600.00    |          | \$ 6,825.00         | \$ 5,200.00     |          | \$ 29,400.00        | \$ 22,400.00    |
| TOTAL BASE BID + BID ALTERNATE A |                                           |      |                |                     | \$ 4,807,065.00 |                 | \$ 4,488,574.49 |          | \$ 3,220,615.00     | \$ 3,238,780.68 |          | \$ 1,586,450.00     | \$ 1,249,793.81 |
| BID ALTERNATE B                  |                                           |      |                |                     |                 |                 |                 |          |                     |                 |          |                     |                 |
| B-1                              | BLOCK RETAINING WALL (BID ALT B)          | LF   | 69             | \$ 460.00           | \$ 31,740.00    | \$ 450.00       | \$ 31,050.00    | 13       | \$ 5,980.00         | \$ 5,850.00     | 56       | \$ 25,760.00        | \$ 25,200.00    |
| B-2                              | SIMULATED STONE MASONRY STAIN (BID ALT B) | LF   | 69             | \$ 86.00            | \$ 5,934.00     | \$ 30.00        | \$ 2,070.00     | 13       | \$ 1,118.00         | \$ 390.00       | 56       | \$ 4,816.00         | \$ 1,680.00     |
| TOTAL BID ALTERNATE B            |                                           |      |                |                     | \$ 37,674.00    |                 | \$ 33,120.00    |          | \$ 7,098.00         | \$ 6,240.00     |          | \$ 30,576.00        | \$ 26,880.00    |
| TOTAL BASE BID + BID ALTERNATE B |                                           |      |                |                     | \$ 4,808,514.00 |                 | \$ 4,494,094.49 |          | \$ 3,220,888.00     | \$ 3,239,820.68 |          | \$ 1,587,626.00     | \$ 1,254,273.81 |

Agreement Amount:  
 $\$1,254,273.81 + 10\%$   
 contingency = **1,379,701.19**



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 15, 2023

COU2023-36

**CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR THE REIMBURSEMENT OF PROJECT CONSTRUCTION COSTS FOR PROJECT MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT**

---

### RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for reimbursement of construction related costs for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project.

### BACKGROUND

Johnson County has approved participating in the design and construction costs for this project. The county funds 50% of the project's costs. This agreement allows for reimbursement for up to \$1,354,650 in construction costs.

The County's funding for this project comes from the County's Stormwater Management Program.

Construction is anticipated to begin in the summer of 2023.

### FUNDING SOURCE

Funds received from Johnson County will go to Project MIRD0007

### ATTACHMENTS

1. Interlocal Agreement with Johnson County

### PREPARED BY

Cliff Speegle, Senior Project Manager

May 9, 2023

**Agreement between  
Johnson County and the City of Prairie Village  
For Construction of a Stormwater Management Project known as  
Brush Creek at 68<sup>th</sup> Street and Mission Road  
BC-11-057**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. The County has established a Five-Year Preliminary Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five-Year Preliminary Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the construction of the stormwater management project identified as Brush Creek at 68<sup>th</sup> Street and Mission Road (the "Project"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement

## **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project shall be undertaken, constructed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Estimated Project Cost.** The parties acknowledge and agree that this agreement obligates the parties to proceed with the construction phase of the Project. For budget and accounting purposes, the total project cost including the design engineering, estimated construction engineering and construction costs of the construction phase of the Project is One Million Three Hundred Fifty Four Thousand Six Hundred Fifty Dollars (\$1,354,650) based upon engineering and design assumptions which the construction contract bid prices and construction inspection contract prices may or may not confirm.
3. **Option to Terminate.** Upon receiving construction bids for the Project, the City shall determine the total engineering and construction costs for the construction phase of the Project based upon contract bid amounts. Within seven days of the construction contract bid date, the City shall notify the County, in writing, of the total engineering and construction costs for the construction phase of the Project. In the event total estimated construction engineering and construction costs for the construction phase of the Project exceed the Stormwater Management Program's estimated construction phase cost of the Project, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the bid date of the contract. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the design and estimated construction cost of One Million Three Hundred Fifty Four Thousand Six Hundred Fifty Dollars (\$1,354,650) in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project costs shall be increased accordingly.

Should the total engineering and construction costs for the construction phase of the Project exceed the amount of this agreement, the County agrees to either:

- a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project within thirty days of the receipt of the notification of total engineering and construction costs for the construction phase of the Project, or;
- b. Authorize the City to proceed with the construction of the Project.

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the amount of this agreement in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for the Project costs shall be increased accordingly.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

4. **Project Construction.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project according to the Final Plans and Specifications ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations.
5. **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all construction and other contracts for the Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall be responsible for requiring adequate performance and payment bonds for the Project from the Project Contractor. The City shall discharge and satisfy any mechanic's or materialman's lien that encumbers the Project and the costs thereof shall not be considered a reimbursable cost under this agreement. Notwithstanding the foregoing,

costs and expenses, including reasonable attorneys' fees, incurred by the City to enforce a contract of indemnity under a performance or payment bond shall be reimbursable, subject to any limitations on reimbursement set forth in the Policy and Procedures or this agreement.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

The City shall submit to the Finance Director, upon execution of this agreement, a monthly projection of cash flow expenditures for the Project, in substantially the form set out in Exhibit B attached hereto.

6. **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Stormwater Engineer detailing total Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Stormwater Engineer may require the City to supplement the Payment Request as needed to satisfy the County Stormwater Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Stormwater Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the Payment Request.

Within sixty days from the date of the completion of the Project, the City shall provide the County with a final accounting of Project costs and the County's share of such costs, whereupon the County shall make a final reimbursement to the City as provided in this agreement. For purposes of this agreement, the Project shall be deemed complete on the earliest date upon which any of the following events occur:

- a. The City notifies the County that the Project is complete, subject to usual and customary "punch list" items.
- b. The Project architect or construction engineer issues to the City a certificate of substantial completion for the Project.
- c. The date the County Stormwater Engineer certifies, in good faith, that the Project is substantially complete following an inspection of the Project by the County Stormwater Engineer who shall be accompanied by a City representative.

7. **Limitation of Liability.** The City shall, and hereby agrees to, insert as a special provision of its contract with the Project Contractor chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

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

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

8. ***Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:***

- a. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
- b. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit \_\_\_\_\_ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.
- c. The City acknowledges and agrees that the costs of "flood proofing" any structure within the Project area shall not be a reimbursable expense under the Stormwater Management Program but shall be borne solely by the City. "Flood proofing," for purposes of this section, means any method by which a structure's windows, doors, or other openings are covered or sealed in an effort to prevent flood water entering the structure through such openings.
- d. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:
- e. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated benefit.
- f. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
- g. The City represents that it has endeavored to advise its citizens in and near the Project area of the City's proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and

property at the flooded crossing point during a 100 year storm or other high-water event.

- h. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City's Project.
- i. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act the City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering services, the City shall bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

9. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

**If to the County:**

Ms. Heather Schmidt  
Stormwater Program Manager  
Johnson County Public Works  
1800 W. Old Highway 56  
Olathe, KS 66061

**If to the City:**

Keith Bredehoeft, P.E.  
Public Works Director  
City of Prairie Village  
3535 Somerset Drive  
Prairie Village, KS 66208

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

10. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

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

**City of Prairie Village**

\_\_\_\_\_  
Mike Kelly, Chairman

\_\_\_\_\_  
Eric Mikkelsen, Mayor

Attest:

Attest:

\_\_\_\_\_  
Lynda Sader  
Deputy County Clerk

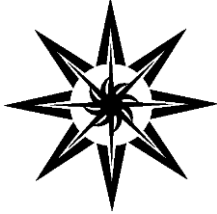
\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
City Attorney



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 15, 2023

COU2023-37

### CONSIDER CONSTRUCTION CONTRACT WITH VF ANDERSON BUILDERS LLC FOR PROJECT MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT

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#### RECOMMENDATION

Move to approve the construction contract with VF Anderson Builders, LLC in the amount of \$4,494,094.49 along with change order authority up to \$100,000 for MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project (SMAC).

#### BACKGROUND

A preliminary engineering study was completed in 2018 to secure Johnson County stormwater (SMAC) funding for this project that will remove homes and roadways from flooding along Mission Road. Funding was approved by the County for 50% of design and construction costs in 2021 with a maximum of \$1,904,650.00.

Johnson County Wastewater (JCW) has coordinated a sewer main improvement project in conjunction with the Mission Road flood control project. The project uses the opportunity to upgrade their sewer system while Mission Road is being reconstructed. JCW is funding 100% of the sanitary specific improvements. This contract includes \$1,254,274 of JCW specific construction items.

Construction is anticipated to begin in the early summer of 2023 and continue into the fall. Final restoration is anticipated to be completed by spring of 2024.

On April 27, 2023, the City Clerk Office opened bids for the project. One bid was received from VF Anderson Builders LLC.

|                           |                |
|---------------------------|----------------|
| VF Anderson Builders LLC. | \$4,494,094.49 |
| Engineer's Estimate       | \$4,808,514.00 |

The Engineer has reviewed all bids and has recommended award of the bid. VF Anderson Builders LLC successfully constructed the most recent SMAC project for Prairie Village and does similar work for other Johnson County communities.

The contract will be awarded for \$4,494,094.49. Change order authorization up to \$100,000 additional dollars from drainage unallocated 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 SOURCE

Funds are available in the CIP under MIRD0007 and the Drainage Program. As design progressed the construction cost estimate increased, and the project budget was adjusted. Previous council memos from September 6, 2022 and September 7, 2021, anticipated a fund transfer of approximately \$600,000 from drainage funds into MIRD0007 for the adjusted budget. Final fund transfer was held until construction bidding when final budgets were set.

Total Project Cost \$5,361,818- Includes design, construction, inspection, and testing.

**Total Project Funding breakout:**

|                                     |              |
|-------------------------------------|--------------|
| SMAC Funding                        | \$ 1,904,650 |
| Prairie Village Funding             | \$ 2,020,543 |
| Mission Hills optional wall Funding | \$ 39,000    |
| JCW Funding                         | \$ 1,416,024 |
| Total Funding                       | \$ 5,380,217 |

**Prairie Village MIRD007 Funding Sources:**

|                                      |                   |
|--------------------------------------|-------------------|
| MIRD0007 CIP                         | \$ 1,450,542.50   |
| Drain22X transfer                    | \$ 270,000        |
| <u>Drainage unallocated transfer</u> | <u>\$ 300,000</u> |
| Total Project Funds                  | \$ 2,020,542.50   |

**ATTACHMENTS**

1. Construction Agreement with VF Anderson Builders, LLC

**PREPARED BY**

Cliff Speegle, Senior Project Manager

May 9, 2023

# **CONSTRUCTION AGREEMENT**



**MIRD0007  
BRUSH CREEK AT MISSION ROAD  
AND W. 68<sup>TH</sup> STREET  
FLOOD CONTROL PROJECT**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**VF ANDERSON BUILDERS LLC**

CONSTRUCTION CONTRACT  
FOR  
MIRD0007 | BRUSH CREEK AT MISSION ROAD AND W. 68<sup>TH</sup> STREET

BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
VF ANDERSON LLC

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and **VF Anderson LLC**, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project BRUSH CREEK AT MISSION ROAD AND W. 68<sup>TH</sup> STREET, (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:

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

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.

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

**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.

**INTENT AND INTERPRETATION**

- 1.7 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.
- 1.8 All time limits stated in the Contract Documents are of the essence of the Contract.
- 1.9 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.
- 1.10 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.

- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 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.
- 1.19 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.

- 1.20 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.
- 1.21 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.

### CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Four Million Four Hundred Ninety Four Thousand Ninety Four and 49/100 DOLLARS (\$ 4,494,094.49 )** 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.

### WORK SUPERINTENDENT

- 1.22 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.
- 1.23 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.
- 1.24 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.
- 1.25 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.
- 1.26 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.

**PROJECT MANAGER**

- 1.27 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.
- 1.28 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.
- 1.29 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.
- 1.30 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 1.31 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.
- 1.32 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.

- 1.33 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.
- 1.34 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.
- 1.35 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.
- 1.36 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.
- 1.37 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.
- 1.38 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.
- 1.39 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

- 1.40 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.
- 1.41 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.
- 1.42 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.
- 1.43 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.
- 1.44 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.
- 1.45 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

**WORK SCHEDULE:**

- 1.46 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.
- 1.47 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.
- 1.48 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.

- 1.49 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 1.50 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.
- 1.51 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.
- 1.52 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.
- 1.53 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.
- 1.54 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.
- 1.55 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.
- 1.56 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.

#### **DELAYS AND EXTENSIONS OF TIME**

- 1.57 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.
- 1.58 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.

#### ADVERSE WEATHER:

- 1.59 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 1.60 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.
- 1.61 **"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.
- 1.62 **"Unusually Severe Weather"** is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 1.63 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.
- 1.64 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   |

- 1.65 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.

- 1.66 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.
- 1.67 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.
- 1.68 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.
- 1.69 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.
- 1.70 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.
- 1.71 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.
- 1.72 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.
- 1.73 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.
- 1.74 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)
- 1.75 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## LIQUIDATED DAMAGES

- 1.76 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.

- 1.77 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.

## **PAYMENT PROCEDURE**

- 1.78 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.
- 1.79 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.
- 1.80 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.
- 1.81 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.
- 1.82 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 1.83 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.
- 1.84 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.

- 1.85 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.
- 1.86 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.
- 1.87 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.
- 1.88 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.
- 1.89 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.

## COMPLETION AND FINAL PAYMENT

- 1.90 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.
- 1.91 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.
- 1.92 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.
- 1.93 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.

#### **CLAIMS BY THE CONTRACTOR**

- 1.94 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.
- 1.95 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.
- 1.96 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.

- 1.97 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.
- 1.98 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).
- 1.99 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.
- 1.100 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.
- 1.101 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.
- 1.102 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.
- 1.103 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.

- 1.104 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.
- 1.105 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.
- 1.106 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.

## CHANGES IN THE WORK

- 1.107 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.
- 1.108 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.
- 1.109 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.

- 1.110 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.
- 1.111 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.
- 1.112 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.

#### **INSURANCE AND BONDS.**

- 1.113 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.
- 1.114 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.

## 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:

Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

NAME BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AS "ADDITIONAL INSURED"

- 1.115 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 conditions:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

NAME BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AS "ADDITIONAL INSURED"

- 1.116 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 |

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 |

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.

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

Cover all subcontractor's in its insurance policies, or

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.

1.118 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.

1.119 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.

1.120 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.

1.121 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.

## INDEMNITY

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.

- 1.122 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.
- 1.123 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.
- 1.124 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.
- 1.125 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.

#### **SUCCESSORS AND ASSIGNS**

- 1.126 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.
- 1.127 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.
- 1.128 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.
- 1.129 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.

- 1.130 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. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 1.131 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.
- 1.132 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.
- 1.133 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.

## NON-DISCRIMINATION LAWS

The Contractor agrees that:

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;

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);

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.

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;

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

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.

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.

1.134 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.

## FEDERAL LOBBYING ACTIVITIES

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

1.135 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.

1.136 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.

1.137 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.

## RELATIONS WITH OTHER CONTRACTORS:

1.138 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.

1.139 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.

- 1.140 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 1.141 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.
- 1.142 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.

## **2. RIGHT OF CITY TO TERMINATE**

- 2.1 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.
- 2.2 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.

## **MISCELLANEOUS:**

- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.

- 2.10 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.
- 2.11 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 2.12 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.
- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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.

- 2.19 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.
- 2.20 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**

VF Anderson Builders LLC

(typed company name)

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

Eric Mikkelson

\_\_\_\_\_  
(typed name)

Mayor

\_\_\_\_\_  
(typed title)

City of Prairie Village

VF Anderson Builders LLC

(typed company name)

7700 Mission Road

15707 East 215<sup>th</sup> Street

(typed address)

Prairie Village, Kansas 66208

Peculiar, MO, 64078

(typed city, state, zip)

\_\_\_\_\_

816-935-9852

(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 15, 2023

COU2023-38

### CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH TREKK DESIGN GROUP FOR PROJECT MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT CONSTRUCTION

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#### RECOMMENDATION

Move to approve the construction administration agreement with TREKK Design Group for MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project for \$106,973.20.

#### BACKGROUND

The City supplements its own construction inspection staff with consultant inspectors every year. We are moving forward with a large amount of varied construction needs this year. This contract includes construction administration services specifically for the Mission Road flood control project. This allows City staff to continue inspection for the other construction needs during the construction season.

TREKK Design Group is also providing inspection of the Johnson County Wastewater project along Brush Creek being built in conjunction with the flood control project. This continuity will facilitate coordination throughout construction. The sanitary inspection is provided through a separate contract directly between TREKK Design Group and JCW.

TREKK Design Group has been utilized with previous construction programs and will be providing the same inspection personnel. This will allow for a seamless transition while city inspection forces are continuing with ongoing projects.

Inspection costs are budgeted as part of the MIRD0007 project. Construction inspection is a reimbursable expense funded at 50% with county SMAC project funding.

#### FUNDING SOURCE

Funding is available in the MIRD007 project.

#### ATTACHMENTS

1. Agreement with TREKK Design Group

#### PREPARED BY

Cliff Speegle, Senior Project Manager

May 9, 2023

# AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

## CONSTRUCTION ADMINISTRATION

For

### MIRD0007 -MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 TREKK Design Group, LLC, a Kansas corporation with offices at 1411 E. 104<sup>th</sup> Street, Kansas City, MO, 64131, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Mission Road Near 68<sup>th</sup> Street Flood Control 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 - RESPONSIBILITIES OF THE CITY**

The CITY designates Clifton Speegle, Senior Project Manager as CITY representative with respect to this Agreement. Mr. Speegle shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.
4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

## **ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT**

The CONSULTANT designates Katie Schleieher as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Senior Project Manager.

The standard of care for all professional consulting services and related construction inspection and administration 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 profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Senior Project Manager, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not

produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Senior Project Manager, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Senior Project Manager shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Senior Project Manager.

The Construction Manager shall receive and deliver to the Senior Project Manager bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Senior Project Manager promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Senior Project Manager and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Senior Project Manager and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.

- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.

- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.

- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The Construction Manager is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The Construction Manager will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the Construction Manager cannot clearly answer the question, the Construction Manager should refer the questioner to the Senior Project Manager.

The Construction Manager will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Senior Project Manager.

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job

9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be

insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Senior Project Manager.

The Construction Manager is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the Construction Manager.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The Construction Manager shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The Construction Manager shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The Construction Manager are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the Construction Manager to meet and is part of this Agreement.

### **ARTICLE III - COMPENSATION**

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$106,973.20 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 0. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Times for Rendering Services:** The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

**Opinions of Probable Cost:** In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Change in Scope:** The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. 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 sole risk and without liability to the Consultant. To the extent permitted by law, 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 Plans. 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.

**Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000

each employee, \$500,000 policy limit; (b) 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; (c) 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; (d) 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. In addition, Consultant agrees to require all consultants and subconsultants 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.

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 or coverage reduced 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 Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

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 agent, and other specified interests as additional insureds thereunder.

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 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.

**6.4 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).

**6.5 Termination for Convenience:** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant 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. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

**Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

**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 subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

**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.

**Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**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.

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.

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.

**Non Discrimination:** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

***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, KS

**CONSULTANT:**

TREKK Design Group, LLC

By: \_\_\_\_\_

Eric Mikkelson

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Kimberly Robinett

\_\_\_\_\_  
Managing Member

Address for giving notices:

CITY of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas, 66208  
913-381-6464

Address for giving notices:

TREKK Design Group, LLC  
1411 E. 104<sup>th</sup> Street  
Kansas City, MO 64131  
816-874-4655

ATTEST:

\_\_\_\_\_  
Adam Geffert, City Clerk

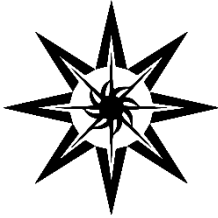
APPROVED BY:

\_\_\_\_\_  
David Waters, City Attorney

CITY OF PRAIRIE VILLAGE, KS  
BRUSH CREEK AT MISSION ROAD AND  
68TH STREET FLOOD CONTROL

EXHIBIT A  
FEE ESTIMATE  
WORKSHEET

|                                     | CLASS.                     | NAME          | HOURS | RATE          | EXTENSION     |
|-------------------------------------|----------------------------|---------------|-------|---------------|---------------|
| PRE-CONSTRUCTION                    |                            |               |       |               |               |
|                                     | PM                         | K. Schleicher | 8     | \$ 143.00     | \$ 1,144.00   |
|                                     | Const. Insp                | A. Hagan      | 40    | \$ 121.00     | \$ 4,840.00   |
|                                     |                            |               |       |               |               |
|                                     | Phase Total Hrs            |               | 48    |               | \$ 5,984.00   |
| CONSTRUCTION<br><i>Roadway 2023</i> |                            |               |       |               |               |
|                                     | PM                         | K. Schleicher | 148   | \$ 143.00     | \$ 21,164.00  |
|                                     | Const. Insp                | A. Hagan      | 640   | \$ 121.00     | \$ 77,440.00  |
|                                     | Admin                      | A. Torres     | 5     | \$ 105.00     | \$ 525.00     |
|                                     |                            |               |       |               |               |
|                                     | Phase Total Hrs            |               | 793   |               | \$ 99,129.00  |
| POST-CONSTRUCTION                   | <i>TBD</i>                 |               |       |               |               |
|                                     | TOTALS                     |               | 0     |               | \$ -          |
| SUMMARY                             |                            |               |       |               |               |
|                                     | PM                         | K. Schleicher | 156   |               |               |
|                                     | Const. Insp                | A. Hagan      | 680   |               |               |
|                                     | Admin                      | A. Torres     | 5     |               |               |
|                                     |                            |               |       |               | \$ 105,113.00 |
|                                     |                            |               |       |               |               |
|                                     | TOTAL DIRECT LABOR         |               |       |               | \$ 105,113.00 |
|                                     | DIRECT EXPENSES            |               |       |               |               |
|                                     | 2,840 Miles @ \$0.655/mile |               |       |               | \$ 1,860.20   |
|                                     |                            |               |       |               |               |
| ESTIMATED TOTAL COST                |                            |               |       | \$ 106,973.20 |               |



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 15, 2023

### **COU2023-39 CONSIDER CHANGE ORDER FOR CONSTRUCTION CONTRACT OF MISSION ROAD CARS PROJECT**

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#### **RECOMMENDATION**

Authorize the Mayor to sign the change order for Project MIRD0008 Mission Road 83<sup>rd</sup> Street to 95<sup>th</sup> Street, a continuation of the 2018 CARS project.

#### **BACKGROUND**

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

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

The County requested a new quote from the original contractor to complete this work. The original project split will now include Evergy's responsibility for their work. An agreement with Evergy will be coming to the Governing Body for approval.

The new shared expenses are shown below with CARS = County, Leawood and PV.

95 to 92 (CARS only)  
92 to 90 (CARS, JCW)  
90 to 85 (CARS, JCW 1.5 lanes, Evergy 1.5 lanes)  
85 to 83 (Evergy 2 lanes, PV 2 lanes)  
90<sup>th</sup> Terrace (Evergy, PV split of approximately 90/10)

ESTIMATED TOTALS for all of the above work are:

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

#### **FUNDING**

PV Funding was set at \$110,300 for the original limits. This funding is available in MIRD0008. Additional funding of \$16,700 will be transferred from Streets Unallocated. This will provide dollars required to meet the construction and testing needs.

#### **ATTACHMENTS**

1. Change Order with Superior Bowen

#### **PREPARED BY**

Melissa Prenger, City Engineer

May 9, 2023

CITY OF PRAIRIE VILLAGE  
PUBLIC WORKS DEPARTMENT

CONSTRUCTION CHANGE ORDER PROJECT MIRD0008



City's Project: MIRD0008

Date Requested: May 9, 2023

Contract Date: May 18, 2018

Contractor's Name: Superior Bowen aka O'Donnell and Sons Construction

REQUIRED CHANGES TO PRESENT CONTRACT

| Contract Quantity | Previous Amount | Unit | Item Description                                                                  | Adj. Quant. | Unit Price   | Adjusted Amount |
|-------------------|-----------------|------|-----------------------------------------------------------------------------------|-------------|--------------|-----------------|
| 0                 | \$0.00          |      | Final mill and overlay of Mission Road, 83 to 95 and 90th Terrace, Mission to Roe | 1           | \$834,994.60 | \$834,994.60    |
|                   |                 |      |                                                                                   |             |              |                 |
|                   |                 |      |                                                                                   |             |              |                 |
|                   |                 |      |                                                                                   |             |              |                 |
|                   |                 |      |                                                                                   |             |              |                 |
|                   |                 |      |                                                                                   |             |              |                 |
|                   |                 |      |                                                                                   |             |              |                 |
|                   |                 |      |                                                                                   |             |              |                 |

TOTAL \$0.00

TOTAL \$834,994.60

EXPLANATION OF CHANGE - This change order is to cover the following items:

MIRD0008 IS A CONTINUATION OF MIRD0006. THAT PROJECT WAS PAUSED IN 2020 TO ALLOW FOR THE UTILITY WORK ON THE MISSION ROAD CORRIDOR TO COMMENCE. THE FUNDING FOR THE REMAINDER OF THE PROJECT WAS MOVED TO MIRD0008 TO REFLECT THE FINAL MILL / OVERLAY COSTS. THE COUNTY REQUESTED A QUOTE FROM SUPERIOR BOWEN TO COMPLETE THIS WORK.

The Consultant does **not** anticipate a related Engineering Change Order.

|                   | Contract Value             | Contract Days |
|-------------------|----------------------------|---------------|
| Original Contract | 2018 CARS PROGRAM MIRD0006 |               |
| This Change Order | \$834,994.60               |               |

*Neil Shucklett*  
Contractor  
Superior Bowen

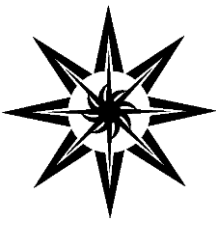
5/11/23  
Date

\_\_\_\_\_  
Keith Bredehoeft, Public Works Director  
City of Prairie Village, KS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Mikkelsen, Mayor  
City of Prairie Village, KS

\_\_\_\_\_  
Date



## Next Steps in Neighborhood Design Guidelines Update Process

### BACKGROUND

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

The current [Neighborhood Design Guidelines](#) went into effect February 1, 2019 with the understanding they may be revisited to address any issues with the guidelines. The guidelines include requirements for street trees, greenspace, window and door openings, size restrictions, and impervious coverage limits. The housing discussion has brought up questions about whether the design guidelines went far enough to limit size and scale of homes, especially teardown/rebuilds. Council directed staff to look into reducing the size and scale to better fit into existing neighborhoods, and also review green space and lot coverage requirements. At this point, guidelines will focus on the R-1B zoning areas.

Staff is proposing the following Plan of Action to update the guidelines:

#### Objectives:

- Focus on R-1B zoning districts
- Reduce the scale of buildings further than current development standards and design guidelines
- Review / update design standards

#### Process

- Staff Review and Discussion - internal options and strategies
- Planning Commission Work Session - options direction
- City Council status update
- Public open house / comment
- Planning Commission - Public Hearing
- City Council - Review / Decisions

#### R-1B Issues

- Height / Stories
- Foundation / First floor Elevation
- How height is measured
- Lot coverage (building coverage; impervious surface coverage)
- Lot size (maximum / lot merger limits)
- Massing standards / Wall Plane Limits - simplification and improvement for outcomes and objectives; clean-up and "lessons learned" from implementation

#### PREPARED BY

Nickie Lee

Deputy City Administrator

Date: May 9, 2023

**MAYOR'S ANNOUNCEMENTS**  
**Monday, May 15, 2023**

|                                    |            |            |
|------------------------------------|------------|------------|
| KERAMIDA sustainability meeting    | 05/16/2023 | 5:30 p.m.  |
| Finance Committee                  | 05/18/2023 | 4:00 p.m.  |
| JazzFest Committee                 | 05/23/2023 | 5:30 p.m.  |
| Environmental Committee            | 05/24/2023 | 5:30 p.m.  |
| Touch-A-Truck                      | 05/25/2023 | 4:30 p.m.  |
| VillageFest Committee              | 05/25/2023 | 5:30 p.m.  |
| Pool facility opens for season     | 05/27/2023 | 12:00 p.m. |
| Memorial Day – City offices closed | 05/29/2023 |            |
| City Council                       | 06/05/2023 | 6:00 p.m.  |
| Planning Commission                | 06/06/2023 | 7:00 p.m.  |
| =====                              |            |            |

## **INFORMATIONAL ITEMS**

**May 15, 2023**

1. Board of Zoning Appeals meeting minutes – October 11, 2022
2. Parks and Recreation Committee meeting minutes – March 8, 2023
3. Prairie Village Arts Council meeting minutes – March 8, 2023
4. Planning Commission meeting minutes – March 7, 2023
5. Planning Commission meeting minutes – April 4, 2023
6. Tree Board meeting minutes – April 5, 2023
7. Diversity Committee meeting minutes – April 11, 2023
8. VillageFest Committee meeting minutes – April 27, 2023
9. First quarter 2023 crime statistics

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
MINUTES  
TUESDAY, OCTOBER 11, 2022**

**ROLL CALL**

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, October 11, 2022, at 6:30 p.m. in the Council Chambers of the Municipal Building at 7700 Mission Road. Chair Patrick Lenahan called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, James Breneman, Melissa Brown, and Nancy Wallerstein.

The following individuals were present in their advisory capacity to the Board of Zoning Appeals: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Greg Shelton, Council Liaison, and Adam Geffert, City Clerk/Board Secretary.

**APPROVAL OF MINUTES**

Mr. Birkel moved for the approval of the minutes of the July 12, 2022, Board of Zoning Appeals meeting as presented. Mrs. Wallerstein seconded the motion, which passed 4-0, with Mr. Breneman in abstention.

**PUBLIC HEARINGS**

BZA2022-02            Variance of Required Site Setback  
7431 Belinder Ave.  
Zoning: R-1B  
Applicant: Anthony Fiorello

Mr. Brewster stated that the applicant was requesting a variance from Section 19.08.015 to allow an egress window well to encroach more than 50% into the required 6' side setback. R-1B development standards require a side setback that is:

1. at least 6' on each side
2. at least 20% of the lot width on both sides
3. at least 12' from any adjacent building

Section 19.44.020, "Yard Exceptions", also allows window wells to project into the required yards by 4', but all encroachments are limited to no more than one-half the required setback.

Mr. Brewster continued, stating that in this case, the egress window well would be limited to a 3' encroachment, and no closer than 3' to the property line. The applicant is proposing a 3' encroachment and the well being placed 2' from the adjacent property line, which is consistent with the encroachment allowance. Due to the nonconforming situation, this results in a variance of 12" from the resulting location and a variance of 6" from the permitted 50% exception when applied to the existing actual setback. The request is associated with remodeling an existing house and an existing building foundation.

Mr. Brewster noted that Section 19.54.030 of the zoning regulations requires the Board to find that all five of the following "golden factors" be met to grant a variance:

1. Uniqueness - That the variance requested arises from such condition which is unique to the property in question, and which is not ordinarily found in the same zone or district and is not created by an action or actions of the property owner or the applicant.
2. Adjacent Property - That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.
3. Hardship - That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.
4. Public Interest - That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.
5. Spirit and Intent of the Regulation - That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

He added that if the Board does approve the variance, it should be subject to the following conditions:

1. That the variance be granted only to the extent shown with the submitted application, sufficient to allow the minimum required egress window well of 36" deep.
2. The variance, if approved, be recorded with the County Register of Deeds within one year of approval.

Applicant and property owner Anthony Fiorello was present to discuss the variance.

Mr. Birkel asked whether a bedroom was being installed in the basement which would require the egress window. Mr. Fiorello stated the space would include an office, a bathroom, and a playroom, but not a bedroom.

Mrs. Wallerstein asked if there would be a cover over the window well. Mr. Fiorello said there would.

Mr. Birkel also asked if the egress window could be placed at the back or the front of the house instead. Mr. Fiorello stated that the home's furnace and water heater were located in an unfinished area of the basement at the front of the house, and that the foundation did not extend all the way to the back of the house, which sits on a concrete pad.

Board members reviewed each golden factor and determined that the proposed addition met all requirements.

**Mrs. Wallerstein made a motion to approve the variance. Mr. Breneman seconded the motion, which passed 5-0.**

## **OTHER BUSINESS**

None

## **ADJOURNMENT**

Chair Patrick Lenahan adjourned the meeting of the Board of Zoning Appeals at 6:40 p.m.

Adam Geffert  
City Clerk/Board Secretary

**PARKS AND RECREATION COMMITTEE**  
**5:30 p.m., March 8, 2023**  
**City Hall**

**MINUTES**

**In attendance:** Chairperson Terrence Gallagher, Vice Chair Lauren Wolf, Matthew Geary, Randy Knight, Diane Mares, Caety Meyer, Jay Moorman, Lauren Ozburn; Staff: Meghan Buum, James Carney; Teen Council member Sneha Thomas

**Public Participation** - NONE

**Reports**

1. Chairperson's Report—Terrence Gallagher opened the meeting. He provided information on emergency evacuation procedures.

Mr. Gallagher shared that the Diversity Committee panel is still under development for an interpretive panel in Porter Park, with plans for discussion in May.

Mr. Gallagher is planning to partner with the Environmental Committee for a budget request for increased butterfly gardens in our public spaces as part of the 2024 budget process. The budget process is underway but the five-year Parks CIP was just updated last year so there shouldn't be substantive changes to present for 2024.

Mr. Gallagher shared that the City is entering an agreement for sustainability program management, and he expects recommendations to be made for the parks.

The Master Gardeners have requested a sign installed in the Extension Garden at Wassmer Park. They will formally submit more information soon.

2. Recreation Report—Meghan Buum provided a hiring update. Pool hiring is going well, with 25 operations attendants and 62 lifeguards in the process of onboarding. There are a handful of lifeguard interviews outstanding and she hopes to have the process complete in the next couple weeks. The aquatics supervisor position was offered to Daniel Jackson, who has more than 10 years of experience at the Prairie Village pool, ranging from lifeguard to assistant manager.

The fee schedule that was approved by the Parks & Recreation Committee at the January meeting was approved by the City Council, with one change. The City Council opted to leave the senior pass age requirement at age 60.

Ms. Buum reminded the committee that summer program registration and pool membership sales will begin in early April, and pool memberships will be \$10 off during the month of April.

3. Public Works Report—Meghan Buom provided the following update on behalf of Melissa Prenger.
  - Harmon Park Inclusive Playset: The bids were opened on Feb 22. Unfortunately we only had one bidder and they were significantly higher than the professional's estimate. The project is being rebid to open it up to more bidders and will open on March 15th.
  - Taliaferro Park: Unfortunately, construction during a drought and then getting the much needed rain has caused some of the concrete to heave at the shelter. This is not the contractor's doing (means or methods) as they followed the specification for construction. This is just Mother Nature. This week, the contractor will install a new underdrain to facilitate stormwater conveyance and the sidewalk will be replaced. We are supposed to receive new tables for the shelter this month. That has been delayed from January.
  - Signage: Scott Bingham with BBN is working with 3 artists to provide graphics for the map. He has a meeting this week with one of them as well.

James Carney provided the following update:

- Memorial bench installations are taking place in Franklin Park and at the Skate Park.
- Pre-emergent (weed prevention) being spread at all parks.
- The Grounds Crew is prepping for water in parks to be turned on in early April, with repairs this week at Franklin Park.
- Baseball diamond backstop fence upgrades are underway, with crews installing two rows of 2x10 boards at base of fencing to eliminate the curling of the fence at ground level.
- Fresh play mulch was installed at all parks in the last two weeks.
- Rain gardens will be installed on the hill along Delmar between the tennis courts and pool parking lot.
- The rain garden at Taliaferro Park more than 50% completed. Grounds crews are transplanting milk weed from PW this spring.
- The butterfly garden at Bennett Park will be reestablished this spring.
- Taliaferro, Bennett, Franklin, and Weltner Park trees were pruned of dead and/or low branches this winter.

### **Consent Agenda**

1. Minutes from January 11, 2023—Jay Mooreman moved to approve the minutes. The motion was seconded by Randy Knight and passed unanimously.

### **Old Business**

## **New Business**

1. Pool Rules Review – Meghan Buum provided a list of existing pool rules with suggested changes. Many of the changes are minor formatting issues, or adjustments for clarity. This may have to be revisited following the implementation of the new county aquatics code implementation, but that timeline has been pushed back. The only substantive change is the elimination of hours designated adult only lap swimming, organized fitness, and scheduled lessons. We no longer offer organized swimming or scheduled lessons during the specified hours, and we'd like to allow lap swimmers of all ages. This was at the suggestion of our previous aquatics supervisor, and also something that the City has received resident feedback on. Jay Moorman suggested a change for clarity.

Diane Mares moved to approve the pool rules. Jay Moorman seconded the motion and it passed unanimously.

2. Park Rental Request—Ms. Buum stated that Council Policy 528 that outlines the reservation of city park shelters requires multi-day rentals to be approved by the Parks & Recreation Committee. Soccer Shots, a private organization, has rented the Franklin Park soccer field at the commercial rate to hold a morning soccer camp from June 5-9. They would also like to reserve the park shelter at Franklin for camp breaks. They would like to request permission to rent the pavilion from 9 a.m. – Noon during the specified week. Staff would recommend granting the approval.

Lauren Ozburn moved to approve the multiday rental. Diane Mares seconded the motion and it passed unanimously.

3. Terrence Gallagher stated that the Master Gardeners have requested rain barrels to be placed at the shelter in Wassmer Park closest to the Extension Garden. James Carney will bring back more information at the May meeting regarding the cost and look. Terrence moved to request that James Carney bring back more information to the May meeting on the look and cost of installation. Jay Moorman seconded the motion and it passed unanimously.
4. Council Policy and KOMA/KORA Review—Ms. Buum outlined Council Policy 001 that establishes City Committees, specifically as it relates to the code of conduct, provided an overview of the Kansas Open Meetings Act, and asked committee members to sign their annual waivers.

## **Information Items**

### *Meeting Schedule*

- May 10, 2023 – Parks Tour
- September 13, 2023
- October 11, 2023
- November 8, 2023

**Adjournment – 6:18 p.m.**

**PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES**  
**MPR, City Hall**  
**Wednesday, March 8, 2023 5:30 PM**

**Business Meeting**

Bonnie Limbird called the meeting to order at 5:36 p.m. Council members present were Trinity Ready (youth member), Amy Bagnall, McKay Stangler, Renee Fall, Kellen Jenkins, Trudy Williams, Laurel Thomas, Nickie Lee (city staff).

Amy moved to approve the minutes and Trinity seconded. The agenda was approved unanimously.

*These minutes were recorded by McKay.*

**Public participation:** none.

Amy moved to approve the **consent agenda**.

Bonnie gave the **City Council report**. Chad was not able to attend the meeting.

A visitor came to speak to the council about the International Energy Code. A group of students from Prairie Elementary visited the Council to talk about the program for the sustainability manager. The students were from the Prairie "green team," and wanted to hear about a plan of action.

Bonnie also provided an update on the flood zone improvement project, on Mission Road between 67<sup>th</sup> and Tomahawk. This project will result in a temporary closure of Mission Road and will create improvements to Schliffke Park.

There was brief discussion about stipends for City Council members. Prairie Village is the only city in the county whose members do not receive any form of stipend, even nominal stipends for communication.

Nickie provided a **Current Year Financial Report**. The remaining budget for 2023 is \$12,981. We have been steadily building up an account balance thanks in part to the pandemic and things not happening for a long time, which resulted in unspent funds.

In 2022, Bonnie proposed to the City Council that the city create a public arts fund, and it was approved with a \$10,000 allocation. The plan is to continue contributing to this fund each year. We would like to transfer some of the excess balance to the public art fund; if we transferred \$20,000 the Arts Council would still have a \$22,000 balance.

In May we hope to set forth a policy for the public art fund. For example: does the City Council approve each piece, who buys the art, what is bought, when and how is it bought, and so on. At our next meeting we need a motion to create a formal plan for this process. Would we want to discuss public campaigns or public contributions? There are plenty of possibilities here and it could be a good focus area for the Arts Council going forward.

Amy asked to ensure that the \$1,400 contribution to Shooting Stars was included in the financial report. A check will be processed.

The 2024 budget needs to be submitted by April. Nickie gave the Council an overview of a tentative budget of \$23,010. There is also income from art sales, but that tends to not be much. There are entry fees, which usually more than pay for our awards. But this year's Art of Photography call didn't result in as many entries as usual (due to shrinking the call to "regional" vs. international as it was previously), so this will require the Council to go into its budget. There will be more than 275 pieces submitted this year but no more than 50 will be selected to display in City Hall, and the juror may actually decide to show even fewer than that

Bonnie and Nickie will work with Chad to solidify the 2024 budget and bring it to the City Council.

McKay provided a **Prairie Village Foundation Report**. The board met on January 31 and decided to explore helping local families whose school lunch accounts are in arrears. The board is also exploring creating a Prairie Village Land Trust, as well as working with homeowner associations to plant native grasses and flowers on traffic islands around the city. The board's next meeting is March 28.

In **New Business**, Laurel brought up what the Arts Council charges artists (40 percent of art sold). This will be discussed at a future meeting because the last show had much more accessible prices, which resulted in more pieces being sold to people who might not typically purchase a piece.

The meeting was adjourned at 6:13 p.m.

## **PLANNING COMMISSION MINUTES MARCH 7, 2023**

### **ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 7, at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Patrick Lenahan, Nancy Wallerstein, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Greg Shelton, Council Liaison; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Planning Commission Secretary.

### **APPROVAL OF MINUTES**

Mr. Lenahan moved for the approval of the minutes of the February 7, 2023, regular Planning Commission meeting. Mr. Valentino seconded the motion, which passed 3-0, with Mrs. Wallerstein in abstention.

### **PUBLIC HEARINGS**

PC2023-103      Renewal of Special Use Permit for Service Station and Convenience Store  
Hy-Vee Fast & Fresh  
7720 State Line Road  
Zoning: C-2  
Applicant: Hy-Vee, Inc.

Mr. Brewster stated that the applicant was requesting the renewal of a special use permit for a service station. The original special use permit was issued to Getty, Inc. in 1983 for a period of twenty years. It was transferred to new owners in 1995 and amended to include a food mart. The permit was renewed in 2003 with no proposed changes to the site or operations. Mr. Brewster noted that the 20-year period of the current permit term was expiring, and the applicant was again requesting renewal with no changes to the site or operations. He added that the City did not have records of any complaints or other reports of non-compliance with ordinances or the conditions of the special use permit.

Mr. Brewster said that the property was zoned C-2, and the building and site met all C-2 standards. Service stations and retail stores are permitted uses in C-2, subject to review and approval of a special use permit. The permit application is accompanied by a survey demonstrating all facilities unchanged from the most recent site plan approved by the City.

Mr. Brewster noted that staff recommended that the Planning Commission should recommend approval of the renewal of the special use permit to City Council, subject to the following conditions:

1. A landscape plan shall be submitted and approved by staff that brings the site further into compliance with the landscape standards. The plan shall include:
  - a. At least 6 but no more than 12 street trees. The species and location shall be determined by the City's landscape architect and Public Works, with the range dependent on location of existing trees, configuration of landscape areas and other site considerations.
  - b. Low-level and ornamental landscape associated with the monument sign and compliant with any applicable sight distance requirements.
2. Staff recommends approval with no expiration date, but the permit is subject to revocation for non-compliance with any ordinance standards, other regulations, or special use permit conditions; or if unforeseen problems or significant changes in conditions in the area make the use and operation no longer consistent with the findings of the Commission.
3. The application be subject to all other conditions of the original special use permit, which are listed as:
  - a. The existing canopy lighting be retained, and no glare be visible on adjacent streets and properties. If the applicant desired to change the fixtures or light intensity in the future it must be approved first by the Planning Commission as a site plan modification.
  - b. Since no changes are proposed to the service station, the site plan illustrating existing development is the approved site plan. Any changes in the signage, rebranding architectural style, or exterior materials of the buildings and structures shall be submitted to the Planning Commission for site plan approval.
  - c. That future changes and improvements to the site be handled as a site plan approval rather than an amendment to the special use permit.
  - d. That the special use permit "run with the land" and remain valid for a period of twenty years from the date of City Council approval. (*Staff now recommends no expiration, subject to on-going enforcement and/or revocation for non-compliance*).
  - e. If the permit is found not to be in compliance with the terms of the approval of the special use permit, it will become null-and-void within 90 days of notification of noncompliance, unless the noncompliance is corrected.
  - f. That the applicant be responsible for the mitigation and cleanup of any environmental contamination as determined by the Kansas Department of Health and Environment.

Tom Smith from McClure Engineering, 11031 Strang Line Road, Olathe, KS, was present in representation of the applicant.

Mr. Wolf opened the public hearing at 7:07 p.m. With no one present to speak, Mr. Wolf closed the hearing at 7:08 p.m.

**Mr. Lenahan made a motion to recommend approval of PC2023-103 to the City Council as presented. Mr. Valentino seconded the motion, which passed 4-0.**

## **NON-PUBLIC HEARINGS**

PC2023-104            Lot Split - 4000 W. 85<sup>th</sup> Street and 4004 W. 85<sup>th</sup> Street  
                             Zoning: R-1A  
                             Applicant: Kevin Green Homes

Mr. Brewster stated that the applicant was requesting to split an existing lot into two lots to allow individual ownership of each side of a single duplex building. This property is part of an overall development project for adult senior dwellings that includes a special use permit and final development plan.

The Planning Commission initially approved a preliminary development plan, final plat, and final development plan for Mission Chateau at its March 2016 meeting. At that time, it was understood that the large lot to the south would be replatted at a future date to facilitate the construction and sale of villas, according to the final development plan. A final plat for lots 3 through 13 for each of the twin villa lots was approved by the Planning Commission in July 2016 and accepted by the City Council. Each of these lots included a two-unit building.

Mr. Brewster said that as part of the special use permit and final development plan, it was understood that the twin villas would be individually owned, and a subsequent administrative step would be necessary to facilitate recording of documents to allow sale and individual ownership of each unit in each of the twin villa buildings. Six similar applications have been filed and approved by the Planning Commission for lots 8 through 13.

Planning staff recommends that the Planning Commission approve the lot split subject to the following conditions:

1. That the applicant record the approved lot split with the register of deeds and provide a copy of the recorded document prior to issuance of an occupancy permit.
2. That each of the resulting lots and the building continue to be subject to all conditions of approval of the special use permit, preliminary and final development plans, and final plat, as well as the covenants recorded with the previous final plat.

Mr. Lenahan made a motion to approve PC2023-104 as presented. Mr. Valentino seconded the motion, which passed 4-0.

## **OTHER BUSINESS**

None

## **ADJOURNMENT**

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 7:12 p.m.

Adam Geffert  
City Clerk/Planning Commission Secretary

## **PLANNING COMMISSION MINUTES APRIL 4, 2023**

### **ROLL CALL**

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

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Greg Shelton, Council Liaison; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Planning Commission Secretary.

### **APPROVAL OF MINUTES**

There were not enough members that attended the March 7 meeting present to approve the minutes. The minutes will be approved at the May 2 meeting if enough members are in attendance.

### **PUBLIC HEARINGS**

PC2023-105      Amendment of special use permit for the operation of a private school  
Highlawn Montessori School  
3401 Somerset Drive  
Zoning: R-1A  
Applicant: Friends of Montessori Association

Mr. Brewster stated that the applicant was requesting an amendment to an existing special use permit to include an additional property to the east, located at 3401 Somerset Drive, for playground expansion. The lot currently contains a single-family house which will be removed. The application includes a conceptual plan of the playground expansion, landscaping, and a future drop off drive lane along Somerset Drive. The drive lane would utilize existing driveways on the playground lot and on 3401 Somerset Drive for entrance and exit. This portion of the concept plan is subject to further review by Public Works and may require more specific plans prior to permitting and construction.

Mr. Brewster noted that the City Council approved the first phase of the Highlawn Montessori School as a special use permit on March 7, 1977; the second phase was approved in April 1984, and a third phase was approved in October 1993. In June 2009, the expansion to the east lot for a playground and open space was approved, and in

March 2012 and December 2014, the additions for new second floor classrooms were approved. Currently, the school has a capacity of approximately 216 students and nine classrooms.

The conditions for approval of the 2014 special use permit amendment are as follows:

1. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
2. That the following requirements be implemented to address traffic:
  - a. The Montessori School shall coordinate the parent and staff traffic education program with the Prairie Village Police Department Traffic Unit.
  - b. If traffic is an issue for either the preschool or elementary classes, as determined by the Police Department, the applicant's traffic engineer will work with the Police Department to resolve the issue. This may result in staggering start times. This will be observed on a semester basis and adjustments will be made accordingly.
3. That the applicant use the driveway on the east lot to accommodate at least two parking spaces for staff.
4. That the materials be the same as the existing structure, with the exception of adding stone, and that the applicant construct the addition in accordance with the plans dated 10/3/2014.
5. That the special use permit be approved for a maximum of nine classrooms (5 primary and 4 elementary) and one multi-purpose room with a maximum enrollment of 24 students per classroom for a total that does not exceed 120 primary and 96 elementary students.
6. That the applicant protect existing major trees during the demolition and installation of new improvements.
7. That the special use permit be approved for an indefinite period provided that the applicant obtains a building permit and starts construction within two years after the date of approval by the Governing Body.
8. If the applicant is found to be in non-compliance with the conditions of the special use permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.

The current application is for expansion of the playground and open space only and does not include any additional capacity or classroom expansions.

Mr. Brewster said that the property is zoned R-1A, Single-family Residential District, and both private schools and day care centers are allowed by special use permit. 3531 Somerset Drive is the location of the school authorized by the original special use permit and amendments. 3409 Somerset is the location of the existing playground and is authorized by the special use permit amendment in 2009. 3401 Somerset Drive includes a single-family house and is the subject of this proposed amendment. All lots meet the R-1A zoning standards, as well as the conditions and criteria of the existing special use permit.

Mr. Brewster stated that staff recommended that the Planning Commission should recommend that the City Council approve the renewal of the special use permit subject to the following:

1. The use continues to comply with all conditions of the original special use permit and renewals from the 2014 amendment noted above, and all other applicable standards of the zoning ordinance.
2. The proposed drive lane along the front is approved in concept but is subject to further review and permitting by Public Works according to the City's driveway standards and specifications.
3. The plant specifications (species, size, quantity) for the landscape along the front fence and any associated shade trees is subject to the City's landscape standards and shall be approved by the City's landscape architect at the time of permitting.
4. Replacement of street trees is subject to the City's tree preservation requirements, and subject to review and approval by Public Works.
5. The proposed monument sign is conceptual; the specific location and design shall be subject to City standards and reviewed at the time of a specific sign permit.
6. This special use permit is associated with the current owner and accessory to the operation at 3531 Somerset Drive, and if the property is sold to a different owner the special use permit and authorizations of this application applied to 3401 Somerset Drive shall be void.

Mrs. Wallerstein asked if parking spaces would be included in the proposed drive lane. Mr. Brewster stated that he believed there would be parallel parking spaces along the curb. Mrs. Wallerstein said that she was concerned for the safety of children walking between parked vehicles and those pulling into the driveway.

Kathy Morrison, Director of Highlawn Montessori School, 3531 Somerset Drive, was present to discuss the application. She stated that safety was the primary priority of the school, and that the new driveway would only be used for the drop-off and pick-up of students participating in after-school programs. She added that expanding the playground would allow for more recess periods for students. Lastly, she noted that she would be

working with the City Arborist to discuss the replacement of the existing sweet gum trees on the property.

Mr. Wolf asked for additional information about the proposed synthetic turf area. Ms. Morrison said that adding turf to the playground area would be easier to maintain than grass and would include appropriate drainage based on requirements set forth by Public Works. She added that installation would happen in the future when funding became available.

Mr. Wolf opened the public hearing at 7:30 p.m.

- The following residents shared concerns about the addition of the new driveway, stating that it would result in increased traffic in the surrounding neighborhood as well as remove existing green space:
  - Adam Gasper, 8031 Canterbury Street
  - Jacob Gears, 3225 W. 81<sup>st</sup> Street

Both residents indicated that they had no objections to the playground expansion.

- Douglas Lenhart, 3317 W. 81st Street, shared his support for the proposed changes.

With no one else present to speak, Mr. Wolf closed the hearing at 7:46 p.m.

Mr. Valentino stated that he didn't believe the commission had enough information about the planned driveway to consider approval. He suggested that the application should either be considered with the driveway excluded, or that the entire application should be continued to the next meeting to give Public Works time to evaluate the proposal.

After further discussion, Ms. Morrison agreed to have the Planning Commission consider the proposal without the driveway.

**Mr. Valentino made a motion to recommend approval of PC2023-105 to the City Council with the exception of the proposed driveway. Mr. Brenneman seconded the motion, which passed 4-2, with Mr. Birkel and Mrs. Wallerstein in opposition.**

## **NON-PUBLIC HEARINGS**

None.

## **OTHER BUSINESS**

Continued housing discussion on R-2, R-3, R-4, mixed use, and commercial zoning areas

Ms. Lee said that the Planning Commission had decided to focus on R-2, R-3, R-4, mixed use and commercial zoning areas at its February 7, 2023, meeting. She noted that public forums would be the next step in the process, with a proposed date for the first session on May 23 at the Meadowbrook Clubhouse. The forums would be “open house” events at which attendees could discuss proposed plans with staff and provide feedback through discussion, feedback sheets, and online forms.

Mr. Brewster said the intent of the forums would be to do the following:

- Increase awareness and understanding of what housing options could mean in different contexts in Prairie Village:
  - Concepts and diagrams of housing options
  - General applicability (R-2, R-3, R-4, and C- districts)
- Contribute public perspective on housing options to future Planning Commission and City Council discussions and zoning strategies

He added that consideration would be given to diversifying housing options, maintaining the integrity of neighborhoods, and analyzing current zoning and opportunities for change, such as:

- Are compact lots and building types appropriate, and where?
- Are taller building formats appropriate, and where?
- Should there be greater distinction between R-2, R-3, and R-4 districts?
- Should housing be integrated into commercial areas, and if so, how?

Lastly, Mr. Brewster said that consideration should be given to how changes could occur:

- What design attributes are important for different housing options?
- What elements are essential to maintain the integrity of PV neighborhoods?

Several commission members supported holding two public forum sessions of approximately two hours each. Mr. Brewster said that after the forums, there would be multiple Planning Commission work sessions to consider results, followed by another public forum and lastly a public hearing.

Commission members noted that they would favor additional guidance from the City Council before making any recommendations.

## **ADJOURNMENT**

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 8:28 p.m.

Adam Geffert  
City Clerk/Planning Commission Secretary

**TREE BOARD**  
City of Prairie Village  
**Minutes**  
April 5, 2023

Board members present: Kevin Dunn, Ian Graves, Mark Morgan (phone-in), Beth Held, Kim Biagioli, Karen Hogan, and new members Lindsay Voitik, Mark Kaufman

Other attendees: Bridget Tolle, Kathy Morrison (Director of Montessori School)

Kevin Dunn brought meeting to order at 5:58 p.m. and introduced Lindsay and Mark K as the new board members that replaced Deb Brown and Kellen Jenkins.

1) Introduce new board members Lindsay Voitik and Mark Kaufman:

Kevin introduced the two new board members, Lindsay and Mark to the group and asked that they provide a brief background on themselves and what interested them in joining the Tree Board.

Lindsay – Has an educational background in geology and longtime interests in the outdoors. Inherited a large English Oak tree when she purchased her Prairie Village home almost thirty years ago which began her interest in trees.

Mark Kaufman – Has an educational and work background in social work and law. Interests in environmental issues and civic involvement. Moved to PV from Topeka a year ago.

Beth, Karen, Kim, Mark Morgan, Ian, and Bridget introduced themselves and provided a brief background of their time on the board and work life.

Kevin – Mentioned that Kim Bomberger (KS Forest Service) will be visiting two State Champion tree nominees in PV. The group will first meet at Taliaferro Park on Wednesday, April 26, 10:30am where Kim will measure a yellowwood tree. The group will then go to 7441 Fontana to measure an English oak.

New Business: (Out of order on agenda)

(a) Potential request to remove Sweetgum trees at 3401 Somerset Dr – Kathy Morrison, attended the meeting to discuss her request and the history of the Highlawn Montessori School located just east of PV Public Works building. In short, Ms. Morrison identified that the school purchased the property east of Highland to be demolish the house to expand school playground. There are three healthy Sweet Gum street trees located along Somerset Dr in the City's right-of-way that are protected under the City's Tree Protection Ordinance. Ms. Morrison is requesting that the trees be removed due to safety concerns with school students who walk to the school along that section of Somerset, as the trees shed sweet gum balls on the sidewalk that pose a fall concern.

Bridget stated that public works has a policy that they do not remove street trees unless they are diseased and pose a hazard to the general community.

Beth stated that the board is currently working on a Tree Canopy Strategic Plan that takes into consideration long term objectives for increasing the City's tree canopy. Mark Morgan agreed

with Beth and voiced concern about the board creating a precedence with entertaining a removal request.

The board unanimously decided to postpone a decision to the next board meeting in May.

6:45pm – James Rosa, Roeland Park resident, joined the meeting as an interested citizen. Mr. Rosa owns Rosa Tree Experts and is an Arborist.

#### Review of March 1, 2023 minutes

It was noted that the minutes had a few spelling corrections. 2023 nominees should be “member” not “ember”. Kevin will write an article for May/June the Village Voice that says suspected violations of tree protection ordinance can be reported to Public Works.

Kim motioned to approve minutes. Lindsay seconded the motion. Motion carried.

#### Vote on board member to replace Pam Gagel

The board recommended that an offer be made to Kirk Walters as a potential candidate. Kevin said that he would notify Mr. Walters of the selection.

#### Arbor Day Ceremony April 29<sup>th</sup> at Porter Park

The celebration will be at Porter Park located at Roe and Tomahawk Creek Pkwy on Saturday, April 29, 10am. Bridget will coordinate the invite to the Mayor and school nominee. Kevin suggested that the Porter School Alumni be contacted to see if they were interested in attending the event.

Mark K and Beth volunteered to bring cookies/donuts for the event.

#### Possible topics/speakers for Fall Seminar

Kevin requested that the board consider topics and speakers for this year’s Fall Seminar. Beth asked if it was possible to reserve the Meadowbrook Community Center again, as it seemed to attract a larger audience for the seminar. Kevin mentioned the idea of asking Dennis Patton to speak again in a panel discussion.

Potential topics discussed: Native vs Non-native

Callery Pear maintenance/planting issues

Mark Morgan recommended that the board read the recent Shawnee Mission post on Callery Pears. Mark Morgan also mentioned that he had heard from Deb Nixon that Dennis Patton was considering retiring so it may be wise for Kevin to contact him sooner before he retires.

Bridget suggested contacting Bridging the Gap for a potential panel speaker.

#### Outreach

Kevin requested that each board member think of two possible outreach sources by the May meeting that would advance the goals and partnerships of the Tree Board. Kevin reminded the board of Karen’s good idea of engaging the Johnson County Public Library. Bridget mentioned to the board about the recent request by the City of Roeland Park to PV Public Works to write an article on the Tree Protection Ordinance. Bridget responded to the City that she wouldn’t be able to author an article that supports a position of support for an ordinance, but can provide information on how the board drafted one.

## 7) New Business

Kevin mentioned that the board already discussed at the beginning of the meeting items (a) and (b).

(c) EAB Plan- Emeril Ash Borer Plan for 2024 – Bridget commented that the City removed a total of 700 EAB trees in the City Right of Way over the past few years. Public Works is currently treating 50 trees at a cost of \$5,000 for 50 trees on even numbered years. Bridget asked the board if that should continue as the plan for 2024.

Beth made a motion for Public Works to continue with the same EAB treatment plan for 2024 at cost of \$5,000 or an appropriate amount.

Kevin seconded the motion. Motion carried.

(d) Tree Board Budget – Kevin commented that the board in the past had \$500 for an annual budget, so asked the board if an increase to \$1,000 would be enough. Bridget mentioned that any requests over \$1,000 go to the Director of Public Works to approve. The board agreed to pursue an increase over \$1,000.

Mark Morgan suggested looking at the City of Merriam and how they promote their programs and budget requests. Lindsay asked when PV will turn 75yrs old. Ian offered it will be in 2026. It may be beneficial to promote a larger budget for planting trees in connection with that celebration.

(e) Arbor Day Foundation names PV for 2022 Tree City USA – Bridget commented that the City was named for the 26<sup>th</sup> consecutive year as a Tree City USA nominee. Mark Morgan asked if the board can do another news release for the nomination and write an article to the Post. Bridget suggested that Mark send her the article for approval and submission to the City.

(f) Park Tree Inventory – Bridget is working on it when time is available. Kevin asked if the board members can assist in the inventory. Bridget was hoping to update the spreadsheets and then can send it to the board to assist with updating the associated maps.

## Next meeting May 3, 2023

Board was encouraged to talk to Kevin if they wanted to include a topic for next meeting's agenda.

Meeting adjourned at 7:50 p.m.

## **Prairie Village Diversity Committee Agenda**

**April 11, 2023**

**4:00 p.m.**

### **Prairie Village City Hall – Council Chambers**

- **Call to Order** - Cole
- **Attendance** - David, George, Tim, Karen, Dennis, Chi, Hazel, Cole, Ivan, Rachael, Etienne
- **Approval of Agenda**
  - Hazel and Chi with motion, all approved
- **Land Acknowledgment**
  - Chi provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** - Cole
- **Approval of Meeting Minutes** (3/21/23)
  - Karen and Rachael with motion, all approved
- **Presentations**
  - Jewish Community Relations Bureau/AJC
    - City of PV approved working definition
    - Gabriella Gellar, presented
  - Focus on relationship between JCRBAJC & PV
    - Planning for future Town Hall
      - Consider including time at the end for local members of the Jewish community to speak to their experiences
      - Meadowbrook was a country club predominately for the Jewish community
- **Public Participation** - None
- **Committee Discussion**
  - **Dennis - Shared event: Triangle Run**, funds go to Hickman Mills school district and Link (After school program), join, support, share
  - **Hazel - Spoke to anti-trans legislation** bills, current state, risks to right, personal impact statement
    - **Action/next step:** Continue conversation about what our committee might propose to the city of PV; potentially even request statement in writing related to rights and safety within the official PV buildings?
      - Chi will add this as a discussion topic for next month's agenda
      - Tim to share existing ordinances that protect on discrimination based on gender identity
- **Liaison Updates**
  - **Citizen Advisory Board** - George Williams/Capt. Ivan Washington
    - Compiling data for the year and plan to present soon
  - **Civil Service Board** - George Williams/Capt. Ivan Washington
    - Interviewing tomorrow
  - **UCS REIC Roundtable Update** - Chi Nguyen
    - Handout shared with overview of choice point/desired outcome considerations

- Next session coming up in May, Chi will attend and update at next meeting
    - **Action/next step:** Tim to share registration info once available
- **Project/Event Updates**
  - **Juneteenth Update** – George Williams
    - Band, staging, electricity secured
    - Press release finalized and in review stage
    - Includes a poster contest to engage elementary school age and essay contest to engage high school age
    - **Action/next step:** George to confirm if police dept. could contribute
    - Action/next step: Volunteers needed
  - **Village Voice/Social Media Discussion** – Committee
    - Juneteenth will be promoted in next issue
    - Diversity will have a section in calendar moving forward
    - **Action/next step:** Rachael will support in this committee moving forward, Chi to add into planning conversation
- **Old Business**
  - **Interpretive Panel Update** – David Magariel
    - Revisiting wording to ensure there's a story (story is Porter Park)
  - **Discuss date/topic for new Town Hall event**
    - 3 potential concepts: 1) JCRBAJC, 2) NLGBTQ, 3) Environmental
      - Environment: David has 2 panelists in mind. Environmental justice impacts, impact on disparate groups. Include positive steps PV has already taken in this area, Inflation Reduction Act, ways to impact (rain barrels etc.). \*\*Ok to hold on this topic until a later date
      - NLGBTQ: Educational focus, discuss bills in KS and bills being enacted around the country, include personal impact statements
        - **Action/next step:** For a more time sensitive effort, host a task force session in May: Hazel, Cole, David, Rachael; target audience is a smaller group – committee, business decision makers, advocates – come together to ensure understanding of the implications of the bill(s), with a focus on actions that can be taken
        - Agreed to focus on this topic as a priority topic for the next town hall - Consider August (post back-to-school) timing for best attendance and not including too many events in the summer timeframe
          - **Action/next step:** Hazel, David, Rachael to support in planning
      - JCRBAJC: Keep on the list for future town hall
      - Voting Rights: Added as a 4<sup>th</sup> potential topic to for consideration (not urgent but in next 18 months)
  - **Discuss a PV Seen event for Spring/Summer**
  - **Discuss multi-cultural event for 2023**
    - Chi provided updates – looking at potential date in October

- **New Business**
- **Looking Ahead 2023**
  - May
    - May 9, 2023 at 4:00 pm
  - June
    - June 13, 2023 at 4:00 pm
    - Juneteenth Freedom Celebration – June 17, 2023 from 4:00 – 7:00 pm at Harmon Park
  - July
    - July 11, 2023 at 4:00 pm
- **Information Items or Announcements**
  - DEI committee mission/value statement example provided for committee to consider/review
- **Adjournment**
  - Chi and Hazel with motion, all approved

## VillageFest 2023

| Meeting Information |                                                                                                                                                                                   |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Location            | Multipurpose Room - PV City Hall                                                                                                                                                  |
| Date & Time         | Thursday April 27, 2023, 2023 5:30PM - 6:35PM                                                                                                                                     |
| Attendees           | <ul style="list-style-type: none"><li>• Amber Fletcher</li><li>• Alex Fletcher</li><li>• JD Kinney</li><li>• Courtney McFadden</li><li>• Ted Fritz</li><li>• Toby Fritz</li></ul> |

| Discussion Notes                             |                                                                                                                                                                                                                                                                         |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pancake Breakfast                            | <ul style="list-style-type: none"><li>• Credit/Debit terminals have been ordered and will arrive June 16.</li></ul>                                                                                                                                                     |
| Patriotic Program                            | <ul style="list-style-type: none"><li>• Kristy Lambert confirmed to sing the National Anthem</li></ul>                                                                                                                                                                  |
| Spirit Awards                                | <ul style="list-style-type: none"><li>• Now accepting nominations for possible candidates.</li><li>• We have received 2 nominations so far.</li></ul>                                                                                                                   |
| KS National Guard History Museum and Display | <ul style="list-style-type: none"><li>• Sgt. Maj. Byers has confirmed for the museum, he is trying to get a vehicle to bring</li></ul>                                                                                                                                  |
| History Display                              | <ul style="list-style-type: none"><li>• Steve Noll has agreed to put together a display that can be used for the next few years. It should be ready June 1 for us to preview.</li><li>• A larger display is being planned for 2026 when Prairie Village turns</li></ul> |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | 75.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Vendors and Exhibitors | <ul style="list-style-type: none"> <li>• Rex Nolan funnel cakes confirmed</li> <li>• Polar Oasis confirmed</li> <li>• Water Wagon/Quench Buggy confirmed</li> <li>• Morty's KC Hot Dog Vendor confirmed</li> <li>• Boba Tea Vendor - not attending</li> <li>• MidAmerica Kettle Corn- contract sent, not yet returned</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Live Entertainment     | <ul style="list-style-type: none"> <li>• Mainstage, portable stage confirmed</li> <li>• Mr. Stinky Feet - plan for performance 10:00-11:00</li> <li>• Pie Winners Announced 11:00</li> <li>• MultiPhonic (cover band and sound tech) confirmed, planning on having them perform 11:30-1:00</li> <li>• KC Wolf - 90 minute appearance confirmed</li> <li>• Mr. Bones confirmed</li> <li>• Amazing Alex Balloon Twisting confirmed</li> <li>• Sterling Silver Sound - 2 DJs confirmed</li> <li>• Sister Act Face Painting confirmed - we will be meeting with the owner to find the best location for face and hair painting to manage lines and keep artists and attendees out of the direct sun.</li> <li>• Slip n Slide - Terrance Gallagher has confirmed his scouts will work again.</li> </ul> |
| Pie Contest            | <ul style="list-style-type: none"> <li>• We have 6 confirmed judges.</li> <li>• Additional winner's ribbons have been ordered.</li> <li>• Application has been updated.</li> <li>• Polaroid camera will be ordered to take pictures of the pies so all can see what they looked like.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Activities     | <ul style="list-style-type: none"> <li>• Fun Services - Mechanical Rides - mechanical rides, trackless train, quad jump, tornado, climbing wall, 15' fiberglass slide confirmed</li> <li>• Top Flight Bounce House - Moonwalk bounce house, blue castle bounce house/slide combo, purple jr slide, obstacle course with slide, jacob's ladder, color rush slide (water), and blue crush double slide (water) confirmed</li> <li>• Petting Zoo and Pony Rides - contract sent, waiting for return.</li> <li>• Vietnam Veterans - Huey helicopter last year was a hit, confirmed for 2023. Also looking into adding additional vehicles and equipment.</li> <li>• The Mayor tossing giveaways is pending input from the Fire Department.</li> <li>• Children's Craft Area - PV Environmental Committee may do 2 crafts and a photo op in support of the Mayor's Monarch Butterfly initiative. Hillcrest Covenant Church also approached us looking for volunteer opportunities so they may be able to help in this area as well.</li> <li>• The Little Village - play area for 3 and under will be moved to the shade, looking into adding a sprinkler.</li> <li>• Yard Games- update TBD</li> </ul> |
| Giveaways      | <ul style="list-style-type: none"> <li>• Have a bid in for red and blue string bags with the VillageFest logo.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Infrastructure | <ul style="list-style-type: none"> <li>• Port a Potties, Handwashing stations, Info Tent/Lost &amp; Found/First Aid</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Marketing      | <ul style="list-style-type: none"> <li>• Sign Gypsies will put up a yard sign on the hill (near the info booth) that says "Happy 4th of July - VillageFest 2023." This will be a great photo opportunity.</li> <li>• Mission Road Banners - Light pole banners hang date TBD</li> <li>• Park Vinyls - Parks and Municipal Campus signs to be reviewed for</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|              |                                                                                    |
|--------------|------------------------------------------------------------------------------------|
|              | possible update.                                                                   |
| Next Meeting | <ul style="list-style-type: none"><li>• Thursday, May 25, 2023 at 5:30PM</li></ul> |

# PRAIRIE VILLAGE

## FIRST QUARTER CRIME REPORT - 2023

|                                    | 2019         | 2020         | 2021         | 2022         | 2023         | Average        | 2023+/-      |
|------------------------------------|--------------|--------------|--------------|--------------|--------------|----------------|--------------|
| <b>Calls For Service</b>           |              |              |              |              |              |                |              |
| Calls By Officers                  | 1,568        | 1,668        | 1,478        | 1,812        | 1,854        | 1,676.0        | 178.0        |
| Calls By CSOs                      | 228          | 260          | 219          | 202          | 215          | 224.8          | -9.8         |
| <b>Calls For Service Total</b>     | <b>1,796</b> | <b>1,928</b> | <b>1,697</b> | <b>2,014</b> | <b>2,069</b> | <b>1,900.8</b> | <b>168.2</b> |
| <b>Offenses</b>                    |              |              |              |              |              |                |              |
| Burglary Residence                 | 3            | 5            | 1            | 2            | 11           | 4.4            | 6.6          |
| Aggravated Burglary                | 2            | 0            | 4            | 1            | 1            | 1.6            | -0.6         |
| Burglary Business / Church / Other | 0            | 2            | 1            | 0            | 0            | 0.6            | -0.6         |
| Arson                              | 0            | 0            | 0            | 0            | 0            | 0.0            | 0.0          |
| Assault / Battery                  | 19           | 9            | 27           | 19           | 22           | 19.2           | 2.8          |
| Criminal Damage                    | 20           | 29           | 20           | 24           | 28           | 24.2           | 3.8          |
| Forgery                            | 3            | 0            | 4            | 3            | 2            | 2.4            | -0.4         |
| Fraud                              | 10           | 9            | 20           | 22           | 25           | 17.2           | 7.8          |
| Homicide                           | 0            | 0            | 0            | 0            | 0            | 0.0            | 0.0          |
| Rape                               | 0            | 0            | 1            | 0            | 1            | 0.4            | 0.6          |
| Robbery                            | 1            | 1            | 0            | 1            | 0            | 0.6            | -0.6         |
| Sex Offenses                       | 1            | 2            | 3            | 0            | 1            | 1.4            | -0.4         |
| Trespassing                        | 1            | 0            | 7            | 0            | 1            | 1.8            | -0.8         |
| Weapons Violations                 | 3            | 2            | 2            | 1            | 2            | 2.0            | 0.0          |
| <b>Offenses Total</b>              | <b>63</b>    | <b>59</b>    | <b>90</b>    | <b>73</b>    | <b>94</b>    | <b>75.8</b>    | <b>18.2</b>  |
| <b>Thefts</b>                      |              |              |              |              |              |                |              |
| All Other Theft                    | 6            | 15           | 10           | 8            | 15           | 10.8           | 4.2          |
| Auto Theft                         | 10           | 5            | 11           | 16           | 13           | 11.0           | 2.0          |
| Shoplifting                        | 9            | 11           | 4            | 8            | 4            | 7.2            | -3.2         |
| Theft from Building                | 10           | 8            | 12           | 4            | 12           | 9.2            | 2.8          |
| Theft from Motor Vehicle           | 21           | 8            | 21           | 20           | 13           | 16.6           | -3.6         |
| Theft of Motor Vehicle Parts       | 6            | 1            | 6            | 5            | 1            | 3.8            | -2.8         |
| <b>Thefts Total</b>                | <b>62</b>    | <b>48</b>    | <b>64</b>    | <b>61</b>    | <b>58</b>    | <b>58.6</b>    | <b>-0.6</b>  |
| <b>Arrests</b>                     |              |              |              |              |              |                |              |
| Alcohol Related                    | 8            | 13           | 13           | 4            | 2            | 8.0            | -6.0         |
| Drug Arrests                       | 29           | 38           | 17           | 22           | 15           | 24.2           | -9.2         |
| DUI                                | 21           | 41           | 34           | 32           | 21           | 29.8           | -8.8         |
| <b>Arrests Total</b>               | <b>58</b>    | <b>92</b>    | <b>64</b>    | <b>58</b>    | <b>38</b>    | <b>31.0</b>    | <b>7.0</b>   |
| <b>Accidents</b>                   |              |              |              |              |              |                |              |
| No Injury                          | 64           | 48           | 43           | 43           | 41           | 47.8           | -6.8         |
| Injury                             | 12           | 15           | 13           | 10           | 14           | 12.8           | 1.2          |
| Hit and Run Accidents              | 12           | 5            | 14           | 7            | 12           | 10.0           | 2.0          |
| Private Property                   | 11           | 2            | 0            | 1            | 0            | 2.8            | -2.8         |
| Fatal                              | 0            | 0            | 0            | 0            | 0            | 0.0            | 0.0          |
| <b>Accidents Total</b>             | <b>99</b>    | <b>70</b>    | <b>70</b>    | <b>61</b>    | <b>67</b>    | <b>73.4</b>    | <b>-6.4</b>  |

|                          | 2019  | 2020  | 2021  | 2022  | 2023  | Average | 2023+/- |
|--------------------------|-------|-------|-------|-------|-------|---------|---------|
| Crime Prevention         |       |       |       |       |       |         | -       |
| Open Door (Garage / Car) | 69    | 59    | 115   | 91    | 76    | 82.0    | -6.0    |
| Residence Checks         | 60    | 21    | 21    | 23    | 25    | 30.0    | -5.0    |
| House Checks             | 88    | 78    | 38    | 70    | 180   | 90.8    | 89.2    |
| Crime Prevention Total   | 217   | 158   | 174   | 184   | 281   | 202.8   | 78.2    |
| Miscellaneous            |       |       |       |       |       |         | -       |
| Failure to Yield         | 0     | 0     | 10    | 15    | 36    | 12.2    | 23.8    |
| Medical Calls            | 89    | 97    | 110   | 183   | 266   | 149.0   | 117.0   |
| Mental Health Total      | 0     | 72    | 87    | 52    | 63    | 54.8    | 8.2     |
| Traffic Stops            | 2,206 | 1,970 | 2,169 | 1,159 | 1,709 | 1842.6  | -133.6  |
| Miscellaneous Total      | 2,295 | 2,139 | 2,376 | 1,409 | 2,074 | 2,058.6 | 15.4    |

# Mission Hills

## FIRST QUARTER CRIME REPORT - 2023

|                                    | 2019 | 2020 | 2021 | 2022 | 2023 | Average | 2023+/- |
|------------------------------------|------|------|------|------|------|---------|---------|
| Calls For Service                  |      |      |      |      |      |         |         |
| Calls By Officers                  | 380  | 295  | 230  | 375  | 345  | 325.0   | 20.0    |
| Calls By CSOs                      | 7    | 22   | 11   | 19   | 24   | 16.6    | 7.4     |
| Calls For Service Total            | 387  | 317  | 241  | 394  | 369  | 341.6   | 27.4    |
| Offenses                           |      |      |      |      |      |         |         |
| Burglary Residence                 | 2    | 1    | 4    | 3    | 5    | 3.0     | 2.0     |
| Aggravated Burglary                | 0    | 0    | 5    | 1    | 0    | 1.2     | -1.2    |
| Burglary Business / Church / Other | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Arson                              | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Assault / Battery                  | 0    | 1    | 1    | 2    | 1    | 1.0     | 0.0     |
| Criminal Damage                    | 1    | 2    | 4    | 6    | 8    | 4.2     | 3.8     |
| Forgery                            | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Fraud                              | 4    | 1    | 2    | 2    | 1    | 2.0     | -1.0    |
| Homicide                           | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Rape                               | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Robbery                            | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Sex Offenses                       | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Trespassing                        | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Weapons Violations                 | 0    | 0    | 0    | 0    | 0    | 0.0     | 0.0     |
| Offenses Total                     | 7    | 5    | 16   | 14   | 15   | 11.4    | 3.6     |
| Thefts                             |      |      |      |      |      |         |         |
| All Other Theft                    | 3    | 1    | 0    | 2    | 3    | 1.8     | 1.2     |
| Auto Theft                         | 2    | 2    | 3    | 4    | 1    | 2.4     | -1.4    |
| Shoplifting                        | 0    | 0    | 0    | 0    | 1    | 0.2     | 0.8     |
| Theft from Building                | 0    | 3    | 0    | 1    | 1    | 1.0     | 0.0     |
| Theft from Motor Vehicle           | 0    | 5    | 3    | 3    | 8    | 3.8     | 4.2     |
| Theft of Motor Vehicle Parts       | 0    | 0    | 0    | 0    | 1    | 0.2     | 0.8     |
| Thefts Total                       | 5    | 11   | 6    | 10   | 15   | 9.4     | 5.6     |
| Arrests                            |      |      |      |      |      |         |         |
| Alcohol Related                    | 3    | 1    | 0    | 0    | 0    | 0.8     | -0.8    |
| Drug Arrests                       | 3    | 3    | 3    | 3    | 0    | 2.4     | -2.4    |
| DUI                                | 4    | 9    | 3    | 7    | 5    | 5.6     | -0.6    |
| Arrests Total                      | 10   | 13   | 6    | 10   | 5    | 4.4     | 0.6     |

|                          |     |     |     |     |     |       |      |
|--------------------------|-----|-----|-----|-----|-----|-------|------|
| Accidents                |     |     |     |     |     |       |      |
| No Injury                | 6   | 5   | 1   | 4   | 5   | 4.2   | 0.8  |
| Injury                   | 0   | 0   | 2   | 1   | 1   | 0.8   | 0.2  |
| Hit and Run Accidents    | 0   | 1   | 0   | 1   | 1   | 0.6   | 0.4  |
| Private Property         | 0   | 0   | 0   | 0   | 0   | 0.0   | 0.0  |
| Fatal                    | 0   | 0   | 0   | 0   | 0   | 0.0   | 0.0  |
| Accidents Total          | 6   | 6   | 3   | 6   | 7   | 5.6   | 1.4  |
| Crime Prevention         |     |     |     |     |     |       |      |
| Open Door (Garage / Car) | 40  | 37  | 25  | 25  | 27  | 30.8  | -3.8 |
| Residence Checks         | 37  | 10  | 6   | 25  | 13  | 18.2  | -5.2 |
| House Checks             | 143 | 91  | 94  | 61  | 157 | 109.2 | 47.8 |
| Crime Prevention Total   | 220 | 138 | 125 | 111 | 197 | 158.2 | 38.8 |
| Miscellaneous            |     |     |     |     |     |       |      |
| Failure to Yield         | 0   | 0   | 3   | 3   | 6   | 2.4   | 3.6  |
| Medical Calls            | 12  | 5   | 4   | 17  | 11  | 9.8   | 1.2  |
| Mental Health Total      | 0   | 2   | 5   | 12  | 5   | 4.8   | 0.2  |
| Traffic Stops            | 874 | 781 | 664 | 491 | 744 | 710.8 | 33.2 |
| Miscellaneous Total      | 886 | 788 | 676 | 523 | 766 | 727.8 | 38.2 |

# PRAIRIE VILLAGE / MISSION HILLS

## FIRST QUARTER CRIME REPORT - 2023

|                                    | 2019         | 2020         | 2021         | 2022         | 2023         | Average        | 2023+/-      |
|------------------------------------|--------------|--------------|--------------|--------------|--------------|----------------|--------------|
| <b>Calls For Service</b>           |              |              |              |              |              |                |              |
| Calls By Officers                  | 1,948        | 1,963        | 1,708        | 2,187        | 2,199        | 2,001.0        | 198.0        |
| Calls By CSOs                      | 235          | 282          | 230          | 221          | 239          | 241.4          | -2.4         |
| <b>Calls For Service Total</b>     | <b>2,183</b> | <b>2,245</b> | <b>1,938</b> | <b>2,408</b> | <b>2,438</b> | <b>2,242.4</b> | <b>195.6</b> |
| <b>Offenses</b>                    |              |              |              |              |              |                |              |
| Burglary Residence                 | 5            | 6            | 5            | 5            | 16           | 7.4            | 8.6          |
| Aggravated Burglary                | 2            | 0            | 9            | 2            | 1            | 2.8            | -1.8         |
| Burglary Business / Church / Other | 0            | 2            | 1            | 0            | 0            | 0.6            | -0.6         |
| Arson                              | 0            | 0            | 0            | 0            | 0            | 0.0            | 0.0          |
| Assault / Battery                  | 19           | 10           | 28           | 21           | 23           | 20.2           | 2.8          |
| Criminal Damage                    | 21           | 31           | 24           | 30           | 36           | 28.4           | 7.6          |
| Forgery                            | 3            | 0            | 4            | 3            | 2            | 2.4            | -0.4         |
| Fraud                              | 14           | 10           | 22           | 24           | 26           | 19.2           | 6.8          |
| Homicide                           | 0            | 0            | 0            | 0            | 0            | 0.0            | 0.0          |
| Rape                               | 0            | 0            | 1            | 0            | 1            | 0.4            | 0.6          |
| Robbery                            | 1            | 1            | 0            | 1            | 0            | 0.6            | -0.6         |
| Sex Offenses                       | 1            | 2            | 3            | 0            | 1            | 1.4            | -0.4         |
| Trespassing                        | 1            | 0            | 7            | 0            | 1            | 1.8            | -0.8         |
| Weapons Violations                 | 3            | 2            | 2            | 1            | 2            | 2.0            | 0.0          |
| <b>Offenses Total</b>              | <b>70</b>    | <b>64</b>    | <b>106</b>   | <b>87</b>    | <b>109</b>   | <b>87.2</b>    | <b>21.8</b>  |
| <b>Thefts</b>                      |              |              |              |              |              |                |              |
| All Other Theft                    | 9            | 16           | 10           | 10           | 18           | 12.6           | 5.4          |
| Auto Theft                         | 12           | 7            | 14           | 20           | 14           | 13.4           | 0.6          |
| Shoplifting                        | 9            | 11           | 4            | 8            | 5            | 7.4            | -2.4         |
| Theft from Building                | 10           | 11           | 12           | 5            | 13           | 10.2           | 2.8          |
| Theft from Motor Vehicle           | 21           | 13           | 24           | 23           | 21           | 20.4           | 0.6          |
| Theft of Motor Vehicle Parts       | 6            | 1            | 6            | 5            | 2            | 4.0            | -2.0         |
| <b>Thefts Total</b>                | <b>67</b>    | <b>59</b>    | <b>70</b>    | <b>71</b>    | <b>73</b>    | <b>68.0</b>    | <b>5.0</b>   |
| <b>Arrests</b>                     |              |              |              |              |              |                |              |
| Alcohol Related                    | 11           | 14           | 13           | 4            | 2            | 8.8            | -6.8         |
| Drug Arrests                       | 32           | 41           | 20           | 25           | 15           | 26.6           | -11.6        |
| DUI                                | 25           | 50           | 37           | 39           | 26           | 35.4           | -9.4         |
| <b>Arrests Total</b>               | <b>68</b>    | <b>105</b>   | <b>70</b>    | <b>68</b>    | <b>43</b>    | <b>35.4</b>    | <b>7.6</b>   |
| <b>Accidents</b>                   |              |              |              |              |              |                |              |
| No Injury                          | 70           | 53           | 44           | 47           | 46           | 52.0           | -6.0         |
| Injury                             | 12           | 15           | 15           | 11           | 15           | 13.6           | 1.4          |
| Hit and Run Accidents              | 12           | 6            | 14           | 8            | 13           | 10.6           | 2.4          |
| Private Property                   | 11           | 2            | 0            | 1            | 0            | 2.8            | -2.8         |
| Fatal                              | 0            | 0            | 0            | 0            | 0            | 0.0            | 0.0          |
| <b>Accidents Total</b>             | <b>105</b>   | <b>76</b>    | <b>73</b>    | <b>67</b>    | <b>74</b>    | <b>79.0</b>    | <b>-5.0</b>  |

|                          | 2019  | 2020  | 2021  | 2022  | 2023  | Average | 2023+/- |
|--------------------------|-------|-------|-------|-------|-------|---------|---------|
| Crime Prevention         |       |       |       |       |       |         | -       |
| Open Door (Garage / Car) | 109   | 96    | 140   | 116   | 103   | 112.8   | -9.8    |
| Residence Checks         | 97    | 31    | 27    | 48    | 38    | 48.2    | -10.2   |
| House Checks             | 231   | 169   | 132   | 131   | 337   | 200.0   | 137.0   |
| Crime Prevention Total   | 437   | 296   | 299   | 295   | 478   | 361.0   | 117.0   |
| Miscellaneous            |       |       |       |       |       |         | -       |
| Failure to Yield         | 0     | 0     | 13    | 18    | 42    | 14.6    | 27.4    |
| Medical Calls            | 101   | 102   | 114   | 200   | 277   | 158.8   | 118.2   |
| Mental Health Total      | 0     | 74    | 92    | 64    | 68    | 59.6    | 8.4     |
| Traffic Stops            | 3,080 | 2,751 | 2,833 | 1,650 | 2,453 | 2553.4  | -100.4  |
| Miscellaneous Total      | 3,181 | 2,927 | 3,052 | 1,932 | 2,840 | 2,786.4 | 53.6    |