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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, May 5, 2025
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

- National Tennis Month proclamation
- National Police Week proclamation
- Asian American and Native Hawaiian/Pacific Islander Heritage Month proclamation
- Legislative update – Mallory Lutz, 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 prior to 3 p.m. on May 5. 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 – April 21, 2025
2. Consider purchase of replacement drainage camera system equipment
3. Consider bid for plumbing services
4. Consider design agreement with Affinis Corporation for the design of the 2025 residential street program (PAVP2025) and the Windsor Park trail – federal aid project (BG900005)

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

CFD#2 update – Chief Steve Chick

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2025-25 Funding transfer for CIP BG510003 – municipal complex improvement project
Melissa Prenger

COU2025-26 Consider construction contract with Superior Bowen for the 2025 residential street rehabilitation program (PAVP2025)
Melissa Prenger

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

2026 Capital Infrastructure Program budget presentation
Keith Bredehoeft/Melissa Prenger

Timeline update for municipal complex improvements
Jason Hannaman/Keith Bredehoeft

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

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

CITY OF PRAIRIE VILLAGE

Proclamation

National Tennis Month - May 2025

Whereas, on May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

Whereas, The USTA is the nonprofit, national governing body for tennis in the United States, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

Whereas, The USTA is the largest tennis organization in the world, with over 550,000 members from every corner of the country; and

Whereas, The USTA proudly partners with local tennis programs to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA adaptive grants; and

Whereas, The latest research by the Physical Activity Council shows that more than 25.7 million Americans played tennis in 2024, an unprecedented 46 percent increase in participation over 2019 and the highest number of players since the PAC study began in 2007; and

Whereas, By increasing the accessibility of tennis for citizens of Prairie Village of all ages and ability, the USTA has contributed to making our community happier and healthier; and

Whereas, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities;

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, proclaim May 2025 as

National Tennis Month

In the City of Prairie Village, and hereby urge the citizens of Prairie Village to become aware of and support National Tennis Month.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

National Police Week

May 11 through May 17, 2025

WHEREAS, there are more than 900,000 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, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

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

WHEREAS, 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 37th Annual Candlelight Vigil, happening on the evening of May 13, 2025; and

WHEREAS, May 15th 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 11 through May 17, 2025 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.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

Asian American and Native Hawaiian/Pacific Islander (AANHPI) Heritage Month

Whereas, Asian American and Native Hawaiian/Pacific Islander Heritage Month is a month to celebrate and pay tribute to the contributions of Asian-Pacific Americans to American history, society, and culture; and

Whereas, Asian American and Native Hawaiian/Pacific Islander Heritage Month originated in a congressional bill in June 1977. On March 28, 1979, President Jimmy Carter issued Presidential Proclamation 4650, proclaiming the week beginning on May 4, 1979, as Asian-Pacific American Heritage week; and

Whereas, on May 1, 2009, President Barack Obama issued Presidential Proclamation 8369 proclaiming May 2009 as Asian American and Native Hawaiian/Pacific Islander Heritage month; and

Whereas, Asian Americans, Native Hawaiians, and Pacific Islanders comprise many ethnicities and languages, and their many achievements embody the American experience; and

Whereas, Asian Americans, Native Hawaiians, and Pacific Islanders are leaders in all aspects of American life: government and industry, science and medicine, the arts and Armed Forces, education, and sports;

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, formally designate the month of May 2025 as

Asian American and Native Hawaiian/Pacific Islander Heritage Month

And encourage everyone in our community to commemorate this important occasion in recognition of the numerous contributions made by the Asian American, Native Hawaiian, and Pacific Islander communities locally, nationally, and globally.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 21, 2025**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 7, at 5:30 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Ron Nelson, Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Melissa Prenger, City Engineer; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; John Kinney, Special Events Coordinator; Ashley Freburg, Public Information Officer/Deputy City Clerk; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Dave Robinson made a motion to approve the agenda as presented. The motion was seconded by Mr. Graves and passed 9-0.

EXECUTIVE SESSION

At 5:32 p.m., Mr. Gallagher made the following motion:

"I move the City Council recess into an executive session for a period of 25 minutes on the subject of consultations with the City Attorney and legal counsel representing the City which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrators, City Attorney and outside legal counsel will be present. The open meeting will resume at 6:00 p.m."

The motion was seconded by Mr. Agniel and passed 9-0.

The open meeting resumed at 6:00 p.m. At this time, Ms. Selders, Ms. Sharp and Ms. Nguyen were present.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.



PRESENTATIONS

- Lindsay Voitik, Tree Board Chair, noted an upcoming Arbor Day event on April 26, and presented former Tree Board Chair Kevin Dunn with a certificate of excellence. Ms. Nguyen read a proclamation declaring April 25 as Arbor Day in Prairie Village.

PUBLIC PARTICIPATION

- The following residents spoke in opposition to the construction of a new city hall building and/or utilizing LEED building practices:
 - Rob Kohl, Ward 2
 - Karen Gibbons, Ward 3
 - Chet Hanson, Ward 2
 - Jerry Hughes, Ward 6
 - Jim Rosberg, Ward 1
 - Mike Kelly, Ward 4
 - Scott McKensey, Ward 1
 - Steve Snitz, Ward 1
 - Kevin Donnelly, Ward 1
 - Barbara Cantrell, Ward 4
 - Amy Aldrich, Ward 3
 - Sarah Cochran, Ward 3
 - Kelly Sullivan Angles, Ward 4
 - Jan Lane, Ward 1
- The following residents spoke in favor of the construction of a new city hall building and/or the utilizing LEED building practices:
 - Anne Melia, Ward 6
 - Tom Melia, Ward 6
 - Melinda Lewis, Ward 1
 - Margaret Thomas, Ward 5
 - Ed Stevenson, Ward 5
 - Alan Bauman, Ward 5
 - Tom Jacobs, Ward 4
 - Kristin Riott, Ward 1
 - Jennifer Brown, Ward 1
- Pat Daniels, Ward 4, and Ruth Hopkins, Ward 2, noted their support for a financial donation to the city of Dolyna, Ukraine.
- Susan Hornung, Ward 3, shared her opposition to a financial donation to the city of Dolyna, Ukraine.
- Pam Justus, Ward 6, noted her disagreement with information provided by the City regarding the city hall project.
- Anna Gepson, Ward 2, shared her opposition to a proposed composting pilot program in City parks.



PRAIRIE VILLAGE KANSAS

- Tom Clough, Ward 5, asked the Mayor and councilmembers to consider ways to reduce division in the City.

CONSENT AGENDA

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

1. Consider approval of regular city council meeting minutes - April 7, 2025
2. Consider approval of expenditure ordinance #3049
3. Consider appointment to the Diversity Committee
4. Consider construction contract with Trekk Design Group for the 2025 residential street program

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Agniel, Reddell, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

- Environmental Committee
 - Climate action plan update
 - Mr. Shelton provided an update on the status of the plan. He noted that the council had adopted the “Cities Raze to Zero” initiative in October 2021, with the goal of getting the community’s emissions to a net zero by 2050 or sooner. Staff, with the assistance of the City’s consultant KERAMIDA, developed the municipal climate action plan in 2023, to focus on reducing emissions in municipal operations. He added that the municipal campus project, including a new city hall building, was a key component of that effort.

Mr. Shelton said that the next step was to create a broader community action plan that could be shared with residents, and that a community-wide questionnaire had been developed for that purpose. The questionnaire was available on the City’s website for residents to complete.

- Consider approval of a food composting pilot program with KC Can Compost
 - Ms. Freburg, staff liaison to the Environmental Committee, stated that the committee had recommended a drop-off food composting pilot program to address capacity concerns at the Johnson County landfill. She noted that the landfill was expected to reach capacity between 2037 and 2042, and that it was estimated that 27% of the material in the landfill was food waste.



In 2020, the City conducted a six-month curbside food composting pilot program. While participants indicated that they were satisfied with the experience and interested in seeing it continue, the City opted to stop exploring curbside composting as a city service for all residents due to the overall cost of the program.

Ms. Freburg said City staff had reached out to three composting vendors and determined that both KC Can Compost and Compost Collective could be potential partners for the pilot program. Both vendors offered a composting can secured with a padlock; the padlock's code would be published on the City's website to allow users to access the bins.

KC Can Compost also offered a turnkey "smart bin model" with the following benefits:

- Smart phone access
- Realtime monitoring of fullness status and access issues
- Data and analytics collections
- Full enclosure reduces odors and pests
- Secured to the site without the need for ropes or chains

Ms. Freburg said that the Environmental Committee, Parks and Recreation Committee, and staff recommended proceeding with a pilot program with KC Can Compost utilizing the "smart bin" model. The program would operate as follows:

- City staff would work with KC Can Compost to install smart bins at Wassmer Park, Harmon Park, and Franklin Park. Parks were selected for visibility in the community on City-owned land.
- City staff would work with KC Can Compost on launch timelines, provision of materials, and a public education campaign.
- After launch, interested residents could sign up for a no-cost account through KC Can Compost, enabling them to order supplies and receive updates
- City hall would be stocked with the appropriate compostable liners, which residents could order through the app and pick up at city hall.
- Residents who signed up for an account would use their smart phones to access the smart bins and empty their food waste as often as needed.
- KC Can Compost would service the bins on a regular weekly schedule.

Ms. Freburg stated that smart cans were equipped with technology allowing fullness to be remotely monitored, alerting composting staff to know when to



service the bins, and residents to see if the bin nearest them was approaching capacity.

The budget impact of the program was estimated to be approximately \$6,066 in 2025, with a breakdown as follows:

- Delivery and installation of three smart bins: \$450
- Weekly collection and monthly maintenance beginning in June: \$936 per month (\$5,616 in 2025)

The Environmental Committee committed \$2,000 of its 2025 budget for composting efforts. The remaining \$4,066 would be paid from the sustainability fund, which was created to enable execution of the City's municipal climate action plan. Upon approval, staff would begin implementing the program for an estimated June 2025 start.

Ms. Selders shared concern about odor, insects and potential food-borne illnesses that could be present on the outside of the containers. Ms. Freburg noted that similar bins were in place in several surrounding cities, which had not reported any issues of that type.

Mr. Reddell said that he preferred to have the bins located at city hall rather than at the parks. Mr. O'Toole suggested that one could be placed at city hall and one at the public works facility for the pilot.

Mr. Graves stated that placing at least one bin at a park was important for visibility. He added that trash cans were already located at City parks and were often filled with food.

After further discussion, Mr. Reddell made a motion to place one compost bin at city hall and one at the public works facility for a six-month pilot period with KC Can Compost. The motion was seconded by Mr. O'Toole.

Mr. Graves moved to amend the motion to include a third bin at Wassmer Park within the view of the City's security camera. Mr. Cole Robinson seconded the motion.

Mr. Shelton stated that he did not support placing a bin at public works due to its lack of visibility, and that it was not worth the cost of the bin.

After further discussion, a roll call vote on the motion to amend the motion was taken with the following votes cast: "aye": C. Robinson, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Graves; "nay": O'Toole, Selders, Sharp, Reddell, Gallagher. The motion passed 7-5.



Mr. Shelton made a motion to amend the motion to eliminate the plan to place a bin at public works but proceed with the installation of bins at city hall and Wassmer Park only. The motion was seconded by Mr. Nelson. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Nelson, Nguyen, Shelton, Graves; “nay”: Selders, Sharp, D. Robinson, Agniel, Reddell, Gallagher. The motion passed 7-6, with Mayor Mikkelson serving as tiebreaker.

A roll call vote on the original motion as amended was taken with the following votes cast: “aye”: C. Robinson, Nelson, Nguyen, D. Robinson, Agniel, Shelton, Graves, Gallagher; “nay”: O’Toole, Selders, Sharp, Reddell. The motion passed 8-4.

- Mr. Dave Robinson provided an update on the actions of the 75th Anniversary Committee. He noted that group had met twice to develop ideas to recognize the City’s anniversary in 2025.
- Mr. Graves said that the Police Pension Board had met the prior week and discussed the volatility of bond markets due to recent financial actions made at the federal level.

MAYOR’S REPORT

- The Mayor noted events that had taken place since the prior council meeting on April 7:
 - A MARC Board meeting
 - A Total Transportation Policy meeting
 - A Northeast Johnson County Mayors lunch
 - A Johnson County / Wyandotte County Mayors Dinner, at which discussion was held about property tax proposals from the State Legislature that could negatively impact cities
 - The State of the County Address
- The Mayor shared the following upcoming events:
 - The annual large-item trash pickup would begin on Saturday, April 26, and run over four weekends in different areas of the City.
- The Mayor also noted that the bid period had concluded for the YMCA property, and that Price Brothers was the buyer.

STAFF REPORTS

There were no staff reports to present to the council.

OLD BUSINESS

Consider traffic and pedestrian safety on 66th Street west of Mission Road



Mr. O'Toole said that he wished to rescind the decision that had been made at the April 7, 2025 council meeting to install a speed table on 66th Street west of Mission Road, along with a crosswalk beacon. This decision went against the staff recommendation of just installing a crosswalk beacon, but not a speed table. Once the speed table was approved, several residents on 66th Street shared their opposition to it with Mr. O'Toole and Mr. Cole Robinson. After speaking with the concerned individuals, the three residents that had initially requested the speed table sent a letter to the City indicating they no longer wanted it to be added. Mr. O'Toole noted that the crosswalk beacon would still be installed.

Mr. O'Toole made a motion to rescind the installation of the speed table on 66th Street west of Mission Road that had been approved at the April 7, 2025 meeting. Mr. Cole Robinson seconded the motion.

Several councilmembers shared their concern that the speed table had been presented as necessary for the safety of children crossing the street to and from Prairie Elementary School. Mr. O'Toole said that residents felt the crossing beacon would adequately address safety issues.

After further discussion, the motion passed unanimously.

NEW BUSINESS

COU2025-19 Consider financial contribution to Dolyna, Ukraine (sister-city)

Mr. Jordan stated that the council committee of the whole had voted 6-5 for staff to start the process of coordinating a direct financial contribution of \$22,900 to the City of Dolyna at its April 7, 2025 meeting. The City of Dolyna was contacted and advised of the committee discussion and the intention to contribute the funds. Dolyna officials expressed appreciation and agreed to use the funds to buy medicine and other humanitarian goods.

After playing a short video that had been sent from Dolyna officials, Mr. Jordan noted that they had indicated the funds would be used for humanitarian needs and medicine rather than drones.

Mr. Cole Robison made a motion to direct staff to coordinate a direct financial contribution of \$22,900 for the purchase of medicine and other humanitarian goods. The motion was seconded by Mr. Graves.

Ms. Selders made a motion to amend the motion to add language stating specifically that the donation would not be used to purchase drones. Ms. Sharp seconded the motion.

Mr. Jordan said that intent could be shared, but ultimately the City had no way to ensure how the money was used.



Several councilmembers stated that adding conditions to the motion demonstrated distrust of the sister-city, and were unnecessary.

Mr. Gallagher asked if the City could instead purchase humanitarian goods and send them directly to Dolyna, or work with an international organization to deliver the items. Mr. Jordan stated that logistically, it was difficult to send materials to Ukraine and that utilizing an agency would not guarantee items went to Dolyna specifically.

Ms. Sharp stated that she was sympathetic of the situation in Ukraine, but that city funds should be used for local city services. She offered to host a fundraiser to obtain funding for Dolyna.

Mr. O'Toole noted that he had received a significant amount of opposition to the proposal from residents.

After further discussion, a roll call vote on the motion to amend the motion was taken with the following votes cast: "aye": Selders; "nay": C. Robinson, O'Toole, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Agniel, Reddell, Graves, Gallagher. The motion failed 11-1.

A roll call vote on the original motion was taken with the following votes cast: "aye": C. Robinson, Selders, Nelson, Nguyen, D. Robinson, Shelton, Graves, Gallagher; "nay": O'Toole, Sharp, Agniel, Reddell. The motion passed 8-4.

Mr. Reddell made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Agniel and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE **2026 Budget**

- **2026 Decision packages**

Mr. Hannaman noted that the only decision package that had been received was put forward by Mayor Mikkelson, Mr. Nelson and Mr. Graves. The proposal would amend the property tax rebate program to increase both income limits and total funding to \$100,000. He said that it would next be vetted by the Finance Committee at its May 13 meeting, then returned back to the full council for a vote.

- **2025 Estimated revenue and 2026 preliminary general fund revenue assumptions**

Mr. Hannaman shared the following information about the 2025 City budget:



- Many revenue sources had stabilized, though inflationary pressures on durable goods and contract services remained.
- Property tax bills were likely to be considered again by the State Legislature in 2026.
- Property taxes comprised approximately 41% of general fund revenue.
- Franchise fees were expected to be flat based on on-going trends.
- Sales and use tax collections had leveled off.
- Valuation detail for properties in the Meadowbrook TIF area were not yet available, but appeared to be flat. The TIF bonds would be paid off in 2027.

Mr. Hannaman also shared the following preliminary general fund revenue assumptions for the 2026 budget:

- A projected 4.3% increase in overall general fund revenue (roughly \$1.3 million) over the 2025 budget, and a 2.8% growth over 2024 actuals, assuming the mill levy did not change.
- The Johnson County Appraiser's Office had projected a total assessed value increase of 6.2% for 2026. If the mill levy were held flat at 18.326, this would result in a projected 6.5% increase in 2026 property tax revenue over the 2025 budget.

- **Consider 2026 budget requests**

Mr. Hannaman said that most committee budgets were funded by the transient guest tax (TGT), which was applied to room reservations made at the Inn at Meadowbrook. TGT funds had restricted uses, such as efforts to bring residents to the community and other tourism-related activities.

- **COU2025-20: Consider funding for VillageFest in the 2026 budget**

Mr. Kinney presented the proposed VillageFest budget, noting that a larger than normal crowd was expected due to the World Cup games that would be played in Kansas City in 2026, along with the City's 75th Anniversary celebration. He added that the committee was requesting \$46,000 for 2026, an 18% increase over 2025, primarily due to the anticipated crowd size.

Mr. Graves made a motion to approve the 2026 VillageFest budget as presented. Mr. Nelson seconded the motion, which passed unanimously.

- **COU2025-21: Consider funding for JazzFest in the 2026 budget**

Mr. Kinney presented the proposed JazzFest budget, stating that the committee was requesting \$35,000 to supplement a consistent base on



which the festival could operate and grow. The amount requested was equal to the prior year.

Ms. Sharp made a motion to approve the 2026 JazzFest budget as presented. Mr. Agniel seconded the motion, which passed unanimously.

- **COU2025-22: Consider funding for Arts Council in the 2026 budget**

Mr. Graves presented the proposed Arts Council budget, noting that the committee was requesting a budget of \$15,000 plus a \$10,000 contribution to the public arts fund for 2026. The budget increase of \$5,000 was primarily driven by the increasing cost of food and supplies at events.

Ms. Sharp stated that she was opposed to using public funds for alcohol at events.

Mr. Graves made a motion to approve the 2026 Arts Council budget as presented. Mr. Nelson seconded the motion, which passed 9-3, with Ms. Sharp, Mr. Reddell, and Mr. Gallagher in opposition.

- **COU2025-23: Consider funding for Diversity Committee in the 2026 budget**

Ms. Nguyen and Mr. Nelson presented the proposed Diversity Committee budget, stating that the committee was requesting \$26,500 for 2026. The amount would include \$11,500 for the committee budget and \$15,000 for the Juneteenth celebration. Ms. Nguyen noted the total budget was \$300 less than 2025.

Ms. Sharp asked how many attendees were present at the Juneteenth celebration in 2024. Ms. Selders stated that there were approximately 400 - 500 people, and that attendance had grown each year and was expected to continue.

Mr. Nelson made a motion to approve the 2026 Diversity Committee budget as presented. Mr. Graves seconded the motion, which passed 10-2, with Ms. Sharp and Mr. Reddell in opposition.

- **COU2025-24: Consider funding for the Environmental Committee in the 2026 budget**

Mr. Shelton presented the proposed Environmental Committee budget, stating that the committee requested a budget of \$10,900 for 2026, an



PRAIRIE VILLAGE
KANSAS

increase of \$2,900. The increase would include an additional \$500 for marketing and promotions, \$500 for community garden supplies and maintenance, and \$2,000 for a new grant program. The budget request also included a \$100 decrease in the management reserve.

Mr. Nelson made a motion to approve the 2026 Environmental Committee budget as presented. Mr. Reddell seconded the motion, which passed unanimously.

Mr. Reddell moved that the city council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Nelson and passed unanimously.

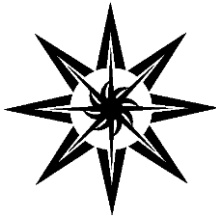
ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 10:27 p.m.

Adam Geffert
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 5, 2025
Consent Agenda

CONSIDER PURCHASE OF REPLACEMENT DRAINAGE CAMERA SYSTEM EQUIPMENT

RECOMMENDATION

Staff recommends the City Council approve the purchase of replacement drainage camera equipment from Key Equipment for \$47,047.42.

BACKGROUND

Public Works has had a drainage camera system since 2004. The attached PDF described the types of camera systems we have. We currently have a Rover X crawler camera and a Quick View camera. In 2014 we purchased our current EnviroSight cameras and with technological advances since then we need to upgrade the controller and wheel systems for the Rover X Crawler camera and upgrade to a new Quick View camera. The current wheel system will be replaced, and we are planning to add new medium and large sized wheels.

Since 2004 the Rover X drainage camera has been a valuable tool for public works to be able to video underground pipes. With our aging infrastructure it is important for us to be able to video the inside of underground infrastructure. We use the camera to identify obstructions in the pipe system and to determine physical conditions as well. The information obtained from the camera helps us to make repairs to problems that exist underground.

The second part of the system is the Quick View camera which is a small pole mounted camera that will allow us to quickly view inside a pipe without requiring an employee to enter the confined space of a normal drainage inlet.

Key Equipment is the only company regionally that supplies the EnviroSight camera systems.

FUNDING SOURCE

This is a planned purchase and was included in the 2025 Equipment Reserve Budget.

<u>Drainage Camera Equipment</u>	<u>Cost</u>
Rover X Crawler Controller-	\$17,183.56
Replacement Hubs and Wheels-	\$10,525.63
Quick Vies Camera-	<u>\$19,338.23</u>
Total-	\$47,047.42

ATTACHMENTS

Envirosight Drainage Camera Details

PREPARED BY

Keith Bredehoeft, Director of Public Works

April 30, 2025

ROVVER X

AGILE. INTELLIGENT
SEWER INSPECTION
SYSTEM

ENVIROSIGHT



ENVIROSIGHT

GAIN DEEPER INSIGHT

When you open a manhole, be ready to get the full picture.

With unmatched power and agility, ROVVER X delivers the insight you need to make critical maintenance decisions. It offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.



SIMPLE

Cut out complexity for your crew with technology that's easy to learn and use, a responsive support team, and a regional service network that delivers rapid turnaround.



RELIABLE

Stay on schedule and within budget with ROVVER X's industry-low downtime and cost-of-ownership. Not only is it built to endure punishment, its intuitive design lets you perform routine maintenance right in the field.



ADAPTABLE

Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more.



AGILE

Power past obstacles that sideline other crawlers. With steerable six-wheel drive, ROVVER X avoids obstructions and climbs over debris and offsets. An array of onboard sensors helps you avoid hazards.



SMART

Access every capability from a single interface—operate the crawler, record video, overlay text, log observations, measure defects and create reports. Inspection data streams securely to the cloud, and the system auto-

Items Proposing to purchase -

- ① wheels -
 - Replace existing.
 - Buy Medium & Large wheel set

- ② New updated Camera Control Module

QUICKVIEW AIR HD

RAPID, COMPLETE
SEWER ASSESSMENT



 **ENVIROSIGHT**

*Proposing to purchase a
new (replacement)
Quick View Camera*

INSTANT INSIGHT ABOUT SEWERS

Quickview airHD's high-power zoom optics and focused illumination look deep into sewer lines from a manhole to see if they need repair, cleaning or further inspection.

With the insight Quickview delivers, you'll make better maintenance decisions and use resources more effectively.



Operate with real-time video and touchscreen controls



Connect via Wi-Fi



Annotate your footage



Review saved assessments

ENVIROSIGHT

CITY

- Identify and prioritize maintenance issues.
- Avoid confined space entry.
- Inspect hard-to-reach areas.
- Respond to emergency callouts.
- Improve sewer cleaning efficiency.

CONTRACTOR

- Survey pipe condition before bidding services.
- Document successful completion of work.

D.O.T.

- Assess storm drain and culvert condition.



CENTER

To adjust camera height in-manhole, push against the standoff's spring, a ratchet will hold your position.



ILLUMINATE

With the camera encircled by focused light, you can see hundreds of feet into pipes



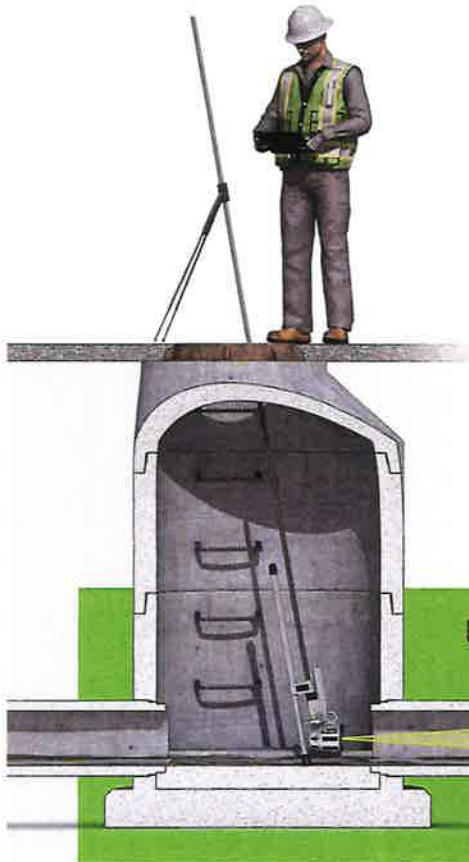
TILT

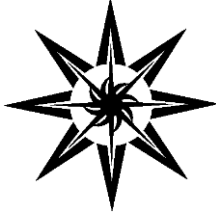
Using touchscreen controls, remotely adjust camera tilt to achieve optimal alignment.



MEASURE

An optional rangefinder accessory measures distance-to-target with the push of a button





PUBLIC WORKS DEPARTMENT

Consent Agenda: 5/5/2025

CONSIDER BID FOR PLUMBING SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2025-2028 bid for Plumbing Services from Lexington Plumbing for the remainder of 2025 with renewals in 2026, 2027 and 2028.

BACKGROUND

Service Contracts for Plumbing Services was bid in 2023 and Quality Plumbing Services was the low bid. This was a change from Lexington Plumbing, who had been the city's plumbing contractor for the past 18 years. Staff felt it was appropriate to award this contract to the low bidder. Over the last two and a half years it has been challenging for our crew members to manage Quality Plumbing Services. Staff believes adequate time has been given for things to improve and that now is the time to move back to Lexington Plumbing. We are confident that Lexington Plumbing will provide services as they have in the past.

Lexington Plumbing has committed to using the rates they bid back in 2022 for the remainder of 2025. Their proposed basic rates for all years 2025 through 2028 are listed below. Public Works has reviewed and recommends approval.

This service agreement is for repairs and replacements to the plumbing systems in City buildings and on City grounds.

Lexington Plumbing Proposed Rates-

Hourly Rates-

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Supervisor	\$100.00	\$110.00	\$110.00	\$120.00
Journeyman	\$100.00	\$110.00	\$110.00	\$120.00
Apprentice	\$85.00	\$90.00	\$90.00	\$100.00
Helper	\$85.00	\$90.00	\$90.00	\$100.00
Operator	\$100.00	\$100.00	\$100.00	\$100.00

FUNDING SOURCE

Funding for plumbing services is available in the Public Works Operating Budget. This is an on-call service contract, so the exact financial impact is not known.

ATTACHMENTS

1. Contract for Plumbing Services with Lexington Plumbing

PREPARED BY

Keith Bredehoeft, Public Works Director

May 1, 2025



THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for PLUMBING SERVICES

This Agreement, made this _____ day of _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2025 through 2028 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide plumbing services in City buildings and on City grounds.
- 1.2 The Contractor will annually check and test all backflow preventers to WaterOne standards in these locations:

Municipal Building & Public Safety Center

7710 Mission Rd.	Serial #112614	Fire Protection	Size 4.00
7710 Mission Rd.	Serial #27646	Detector Assembly	Size .75
7710 Mission Rd.	Serial #TH-1018	Office Building	Size 2.50
7710 Mission Rd.	Serial #07931	Ornamental	Size 1.00
7710 Mission Rd.	Serial #H28372	HVAC/Boiler	Size .75

Community Center

7720 Mission Rd.	Serial #243551	Cultural	Size 1.00
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Swimming Pool

7780 Mission Rd.	Serial #143545	Filter house - pool	Size 2.00
7780 Mission Rd.	Serial #137287	Filter house - filter water	Size 2.00
7780 Mission Rd.	Serial #09283	Pit by water meter	Size 3.00
7780 Mission Rd.	Serial #09271	South pit by Filter House	Size 3.00
7780 Mission Rd.	Serial #52901	Filter House - slurry tank	Size .75

7711 Delmar St.	Serial #19577	Bathhouse	Size 2.00
Public Works			
3535 Somerset Dr.	Serial #20251B	Fire Protection (vault)	Size 6.00
3535 Somerset Dr.	Serial #091673	Wash Bay	Size 1.50
3535 Somerset Dr.	Serial #HC39389	Detector Assembly (vault)	Size 0.75
3535 Somerset Dr.	Serial #VB-0864	BFP-1 BG70 (Domestic)	Size 3.00
3535 Somerset Dr.	Serial #173809	BFP-2 BG70 (Grey water)	Size 2.00
3541 Somerset Dr.	Serial #188225	G Building	Size 1.00
3541 Somerset Dr.	Serial #230739	G Building (for Salt Barn)	Size 1.00

Grounds & Irrigation

5114 W. 77 th St.	Serial #10572	Bennett Park	Size .75
4903 W. 87 th St.	Serial #A69842	Island Fountain	Size .75
8750 Roe Ave.	Serial #50737	Franklin Park	Size 2.00
8750 Roe Ave.	Serial #111382	Franklin Yard Hydrant	Size 1.00
8750 Roe Ave.	Serial #H20699	Franklin Ball Field	Size 2.00
7711 Delmar St.	Serial #37339	Santa Fe - in pit	Size .75
78 th St. & Delmar St.	Serial #59156	Harmon Park	Size .75
2900 W. 79 th St.	Serial #26956	Taliaferro Park	Size 1.00
2900 W. 79 th St.	Serial #315226	Taliaferro Irrigation	Size 1.00
4601 Tomahawk Rd.	Serial #A114013	Porter Park Irrigation	Size .75
4601 Tomahawk Rd.	Serial #123036	Porter Park Restrooms	Size 2.00
7800 State Line Rd.	Serial #13469	Weltner Park	Size .75
7800 State Line Rd.	Serial #122913	Weltner Yard Hydrant	Size .75
7200 Windsor St.	Serial #25266	Windsor Park	Size 1.00
7466 Cherokee Dr.	Serial #123617	Island Hydrant	Size .75
7499 Nall Ave.	Serial #138608	Corner Irrigation	Size .75
71 st St. & Cherokee Dr.	Serial #136458	Island Irrigation	Size .75
3900 W. 75 th St.	Serial #146734	Carroll Fountain	Size .75
Somerset Dr. & Roe Ave.	Serial #168985	Franklin Fountain	Size 1.00
6936 Mission Rd.	Serial #14395	Shaffer Fountain (vault)	Size .75
6936 Mission Rd.	Serial #30745	Shaffer Irrigation	Size 1.00
4805 W. 67 th St.	Serial #123700	Wassmer Park Restrooms	Size 2.00

4805 W. 67 th St.	Serial #HE80480	Wassmer Park Irrigation	Size 1.00
Grounds & Irrigation Cont.			
4805 W. 67 th St.	Serial #H39836	Wassmer Park	Size 1.00
1902 W. 75 th St.	Serial #29849	Island Hydrant	Size .75
2700 W. 75 th St.	Serial #22041	Island Hydrant	Size .75
Oxford Rd. & El Monte St.	Serial #232296	Island Hydrant	Size 1.00

- 1.3 The Contractor will replace all urinal cartridges and batteries twice per year during the months of February and August.
- 1.4 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.5 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Community Development Office located at 3535 Somerset Drive.
- 1.6 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.7 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.8 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 1.9 The Contractor will designate a minimum of two employees to be certified by the Police Department for unescorted access to the facilities. Certification will include, but not be limited to, a background check, submission of the employees' fingerprints by the Police Department, and successful completion of a security awareness training program.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, Email-jcarney@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

- 2.5 All invoices should be grouped by location and indicate who with the City requested/authorized the work. A copy of the service report should be attached. Invoices are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 or publicworks@pvkansas.com.
- 2.6 Invoices shall be submitted for payment within thirty (30) days of completion of work.
- 2.7 Insurance:
- A. The Contractor 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; and (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.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor 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 Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. The Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defects caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 Non-Discrimination - The Contractor 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 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.

- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.17 This Agreement is for the period of April 22, 2025 through December 31, 2028. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.18 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of this service is:

	2025		2026		2027		2028	
Regular Hourly Employees	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
Supervisor	160	150	110	165	110	145	120	175
Journeyman Plumber	100	150	110	165	110	165	120	175
Apprentice Plumber	85	127.50	90	135	90	135	100	145
Helper	85	127.50	90	135	90	135	100	145
Equipment Operator	120	150	100	150	100	150	100	145
Equipment Rates	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Backhoe w/ Transport		1000		1,000		1,000		1200
Air Compressor		N/C		N/C		N/C		N/C
Electric Jack Hammer		N/C		N/C		N/C		N/C
Dump Truck		1000		1000		1000		1200
2- 1/2" Pump		N/C		N/C		N/C		N/C
Materials	Percentage Markup		Percentage Markup		Percentage Markup		Percentage Markup	
Purchase Invoice Cost Plus	25		25		25		25	

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: MC Realty

Contact: Rich Fortune

Phone #: 816-843-1098

Email: RJFortune@mcrealtyus.com

Brief Description on Work: Emergency plumbing service work, drain cleaning, piping projects, underground work and construction jobs

Company: Rockhurst University

Contact: Steve Lyons

Phone #: 816-501-4044

Email: steve.lyons@rockhurst.edu

Brief Description on Work: Plumbing projects, utility work, drains and emergency work

Company: Burns and McDonnell

Contact: Dave Grosdeck

Phone #: 816-822-3377

Email: dgrosdeck@burnsmcd.com

Brief Description of Work: Emergency plumbing service work, plumbing projects, bid work, utilities, and preventative maintenance

Contractor Contact: Tom Axtell

ATTEST:

Company Name: Lexington Plumbing

/s/

Adam Geffert, City Clerk

Date

Address: 1620 Troost Ave

Kansas City, MO 64108

Telephone Number: 816-231-2254

/s/

David Waters, City Attorney

Date

Fax Number: 816-241-3782

Email: tom@lexingtonplumbing.com

/s/

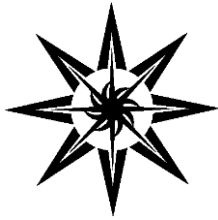
Contractor Agent

Date

/s/

Eric Mikkelsen, Mayor

Date



PUBLIC WORKS DEPARTMENT

Consent Agenda: May 5, 2025

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2025 RESIDENTIAL STREET PROGRAM (PAVP2025) AND THE WINDSOR PARK TRAIL - FEDERAL AID PROJECT (BG900005)

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2025 Paving Program and the Windsor Park Trail project in the amount of \$338,545.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2024, 2025, and 2026 in December 2023. The selection process consists of submitting proposals, ranking to select for interviews, conducting the interviews and selecting the consultant for the design work. Engineering services are selected based on qualifications. The selection committee consisted of members of the Governing Body, Councilmembers D. Robinson and O'Toole along with staff. Affinis Corporation was selected as the City's design consultant for the paving program from the 3 firms interviewed.

As part of the 2023 selection process, firms were asked about their experience with Federal Aid Trail design. Federal Aid projects managed through the Kansas Department of Transportation are designed to a higher level of detail than the usual City trail project. These standards require more involvement in survey, design, and construction; therefore, consultant selection was also based on the information provided in the interview regarding Federal Aid projects. At the time of the interview for selection, Affinis had just completed a set of plans for a similar trail project with Federal Aid.

2025 PROJECTS

This agreement is for the design of the 2025 Residential Street Program. Construction will commence later this summer as the contractor is currently finishing up streets from the 2024 Residential Street Program. This will allow time for the engineers to complete street plans and give them to the contractor as they continue to work through the summer. There are two streets with sidewalk petitions and those responses will determine the level of survey required for the street. Responses are due to be back to the City by mid-May for 75th Place (Belinder to Norwood) and Falmouth (79th to Somerset).

The Windsor Park Federal Aid Trail project will be bid with a concrete trail alternative and an asphalt trail alternative to allow the City to take advantage of either option at the time of award.

PREPARED BY

Melissa Prenger, City Engineer

April 28, 2025

Analysis of the scope and fee shows that costs have not significantly increased from last year's contract.

FUNDING SOURCE

The design of the 2025 Residential Street Program is fully funded in the 2025 CIP project PAVP2025.

The funding for the design of the Windsor Park Trail is in the 2025 CIP budgeted at \$40,000. The standards required to receive the Federal Aid have pushed the design budget to \$97,570. Approval of this item includes the transfer of funds from Park Unallocated into the CIP project BG900005.

PAVP2025	\$240,975	includes survey for the sidewalk petition streets.
BG900005	\$ 40,000	
<u>Transfer</u>	<u>\$ 57,570</u>	transfer from Park Unallocated to BG900005
TOTAL CONTRACT	\$338,545	

ATTACHMENTS

1. Agreement with Affinis Corp (includes map of 2025 streets)

PREPARED BY

Melissa Prenger, City Engineer

April 28, 2025



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

2025 RESIDENTIAL STREET PROGRAM (PAVP2025)

And

WINDSOR PARK TRAIL (BG900005)

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2025 Residential Street Program, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

- A. **Project Definition** The City is preparing to design and construct roadway and stormwater improvements throughout the city as part of Paving Program.
- B. **City Representative** The City has designated, Melissa Prenger, Public Works City Engineer, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other

violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

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

2025 Paving Program includes the following streets:

1. 75th Place (Belinder Avenue to Norwood Drive) - 75PL01
2. 77th Street (Booth Street to Belinder Avenue) - 77ST03
3. Buena Vista (91st Street to 92nd Terrace) - BUVI02
4. Booth Street (Hy-Vee to Somerset Drive) - BOST01 - BOST02
5. Falmouth Drive (77th Street to Windsor Drive) - FALD03
6. Falmouth Drive (79th Street to Somerset Drive) - FALD04
7. Juniper Lane (83rd Street to 86th Street) - JULA02
8. Windsor Drive (77th Street to 79th Street) - WIDR02 - WIDR03
9. Rosewood Lane / 77th Terrace (Rosewood Lane to 79th Street) - ROLA01 / 77TE05
10. Windsor Park Trail

Note: Previously designed streets may be carried over from previous paving programs and included in the 2025 Paving Program.

Article II Consultant Responsibilities

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

Article III Scope of Services

A. Design Phase - PAVP2025:

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

1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Need for drainage improvements.
 - c. Need for full depth pavement repairs.
 - d. Need for sidewalk replacement.
 - e. Location for new sidewalk.
 - f. Need for curb and gutter replacement.
 - g. Need for and limits of driveway replacement.
 - h. Need for which type of ADA ramps.
 - i. Utility locations and conflicts.
 - j. Tree conflicts.
4. Perform topographic and field survey of identified project locations.
 - a. Perform survey from 10 feet behind the curb of the roadway side without sidewalk to 10-foot beyond right of-way on the side with sidewalk construction.
 1. 75th Place (Belinder Avenue to Norwood Street) - 75PL01
 2. Booth Street (Hy-Vee to Somerset Drive) - BOST01 - BOST02
 3. Falmouth Drive (79th Street to Somerset Drive) - FALD04
 - b. Perform survey from 10 feet behind the curb of one side of the roadway to 10 feet behind the curb of the other side of the roadway for full curb replacement.
 1. Buena Vista (91st Street to 92nd Terrace) - BUVI02
 - c. It is assumed that the sidewalk or full curb replacement will not be included on the following five (5) streets and survey will not be included in this project:
 1. 77th Street (Booth Street to Belinder Avenue) - 77ST03
 2. Falmouth Drive (77th Street to Windsor Drive) - FALD03
 3. Juniper Lane (83rd Street to 86th Street) - JULA02
 4. Windsor Drive (77th Street to 79th Street) - WIDR02 - WIDR03
 5. Rosewood Lane / 77th Terrace (Rosewood Lane to 79th Street) - ROLA01 / 77TE05
5. City will provide Affinis aerial and topographic data from Johnson County AIMS mapping for the following project five (5) locations. Information shall include the aerial in a ".tif" format and planimetric, parcels and utilities in a ".dwg" format.
 1. 77th Street (Booth Street to Belinder Avenue) - 77ST03
 2. Falmouth Drive (77th Street to Windsor Drive) - FALD03

3. Juniper Lane (83rd Street to 86th Street) - JULA02
 4. Windsor Drive (77th Street to 79th Street) - WIDR02 - WIDR03
 5. Rosewood Lane / 77th Terrace (Rosewood Lane to 79th Street) - ROLA01 / 77TE05
-
6. Schedule and attend up to five (5) joint utility coordination meetings and up to five (5) individual utility meetings. Request utility comments, coordinate planned relocations among agencies, and verify relocation/adjustment schedule.
 7. Attend and prepare minutes for up to twelve (12) virtual project meetings and twelve (12) in person project meetings. Affinis will disperse the minutes to the City representative and all other attendees within five working days.
 8. Affinis will complete the sidewalk memoranda for sidewalk petitions. Affinis will print and distribute sidewalk petitions by certified mail to property owners adjacent to street segments included in the 2025 Paving Program that do not have sidewalk. Distribute letter notifications by certified mail, with return receipt, to both property owners and residents abutting street segments under consideration for sidewalk. Tally the survey results and provide City with results.
 9. City staff will perform condition assessment of the existing storm sewer system in project locations to identify storm sewer structures and pipes requiring maintenance or replacement.
 - a. It is assumed that following the field visits with City staff, storm sewer improvements will be needed at two locations.
 - b. Design five street crossings of storm sewer with new structures or throat extensions.
 10. Prepare Roadway Plans:

Each project location will be a separate plan set with coversheet for signature. Anticipate nine (9) plan sets with a total of 70 sheets as follows:

 - a. Cover Sheet (9 sheets)
 - b. Typical Sections (10 sheets)
 - c. Schedules and Summary of Quantities (9 sheets)
 - d. Plan Sheets
 - (1) Will use aerial and topographic data from Johnson County AIMS mapping as a background
 - (2) Will show center line alignment, street right-of-way, edge of pavement, house outline, address, and owner name based on latest AIMS coverage data.
 - (3) Will provide sidewalk replacement, reconstruction or resurfacing limits, and curb & gutter replacement
 - (4) Plan scale shall be 1:20
 - (5) Anticipate 15 sheets at these five (5) locations:
 1. 77th Street (77ST03) - mill & overlay (2 sheets)
 2. Falmouth Drive (FALD03) - mill & overlay (3 sheets)
 3. Juniper Lane (JULA02) - mill & overlay (4 sheets)
 4. Windsor Drive (WIDR02 - WIDR03) - mill & overlay (3 sheets)
 5. Rosewood Lane / 77th Terrace (ROLA01 / 77TE05) - mill & overlay (3 sheets)
 - e. Plan and Profile Sheets

- (1) Will use obtained topographic survey as a background
 - (2) Will show center line alignment, street right-of-way, edge of pavement, house outline, address, owner name based on latest AIMS coverage data, all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and streetlights, as well as all conflicts and test pits, irrigation systems, known electronic dog fences and any other pertinent surface feature
 - (3) Plan scale shall be 1:20, Profile scale shall be H=1:20, V=1:5
 - (4) Anticipate 10 sheets at these four (4) locations:
 1. Buena Vista - curb replacement (2 sheets)
 2. 75th Place - sidewalk construction (1 sheet)
 3. Booth Street - sidewalk construction (5 sheets)
 4. Falmouth Drive - sidewalk construction (2 sheets)
- f. ~~ADA Intersection Detail~~ (not included in project)
 - g. ~~Pavement Marking Plans~~ (not included in project)
 - h. Storm sewer plan and profile sheets (5 sheets)
 - i. Cross sections (10 sheets)
 - j. ~~Traffic control plans showing temporary and permanent traffic control measures per MUTCD for various phases of construction.~~ (not included in project)
 - k. Special Details (2 sheets)
 - l. ~~City Standard Detail Drawings~~ (not included in project)
 - m. Complete QC review of plans
 - n. Perform quantity take off and develop an Opinion of Probable Construction Cost itemized by City defined construction pay items with contractor's provided unit pricing. Add to the total construction cost, a contingency of 15 percent.
 - o. Submit PDF set of each separate roadway plan for City review and signature
 - p. Perform field check with City, if desired.
 11. ~~Prepare specifications~~ (not included in project)
 12. ~~Public and Stakeholder Meetings~~ (not included in project)

B. Design Phase - Windsor Park Trail:

1. Perform a topographic and field survey in Windsor Park
2. Prepare Trail Plans for the Windsor Park Trail as designed to City of Overland Park Standards

Anticipate plan set with a total of 36 sheets as follows

- a. Cover Sheet (1 sheet)
- b. Survey Reference (benchmarks, control points, and alignment data) (2 sheets)
- c. Typical Sections (1 sheet)
- d. Schedules and Summary of Quantities (1 sheet)
- e. Summary of Earthwork Quantities (2 sheets)

- f. Plan and Profile Sheets (3 sheets)
 - (1) Will use obtained topographic survey as a background
 - (2) Will show trail alignment, property information, edge of pavement, house outline, address, owner name based on latest AIMS coverage data, all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and streetlights, as well as all conflicts, irrigation systems, known electronic dog fences and any other pertinent surface feature
 - (3) Plan scale shall be 1:20, Profile scale shall be H=1:20, V=1:5
- g. Playset layout and dimensions (1 sheet)
 - (1) Dimensions and layout of the outline of the proposed playset area
- h. ADA Ramp Detail (1 sheet)
- i. Parking Lot Pavement Marking & Signing Plan (1 sheet)
- j. Erosion Control Plans
 - (1) Erosion Control General Notes (1 sheet)
 - (2) Erosion Control Plans (3 sheets)
 - (3) Erosion Control Details (5 sheets)
- k. City of Overland Park Details (5 sheets)
- l. Special Details (1 sheet)
- m. Cross sections (8 sheets)
 - (1) At 25-foot intervals and driveways
 - (2) Cross sections for trail alignment
- n. ~~Traffic control plans showing temporary and permanent traffic control measures per MUTCD for various phases of construction.~~ (not included in project)
- o. Complete QC review of plans
- p. Perform quantity take off and develop an Opinion of Probable Construction Cost itemized by City defined construction pay items
- q. Coordination meetings with City (2 meetings assumed)
- r. Submit PDF set of trail plans for City review and signature

C. Construction Services Phase - PAVP2025:

- 1. Provide all utilities with construction plans and request attendance at preconstruction meeting.
- 2. ~~Prepare for and attend a preconstruction meeting with the City and Contractor. Prepare and distribute meeting notes.~~
- 3. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on the invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.

4. Review shop drawings and submittals.
5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. ~~Prepare final record drawings which reflect:~~
 - a. ~~Minor design changes.~~
 - b. ~~Changes made in the field by City representatives and are marked on the construction plan set.~~
7. ~~Submit to the City electronic CAD files and TIFF images of the revised sheets.~~
8. Attend construction progress meetings as directed/requested by the Client. One (1) meeting is budgeted.

D. Construction Services Phase - Windsor Park Trail:

1. Provide all utilities with construction plans and request attendance at preconstruction meeting.
2. ~~Prepare for and attend a preconstruction meeting with the City and Contractor. Prepare and distribute meeting notes.~~
3. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on the invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.
5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. ~~Prepare final record drawings which reflect:~~
 - a. ~~Minor design changes.~~
 - b. ~~Changes made in the field by City representatives and are marked on the construction plan set.~~
7. ~~Submit to the City electronic CAD files and TIFF images of the revised sheets.~~
8. Attend construction progress meetings as directed/requested by the Client. Three (3) meetings are budgeted.

Article IV Time Schedule

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

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

Notice to Proceed Received	May 15, 2025
Roadway Plans (9 streets)	August 15, 2025
Windsor Park Trail Plans	December 31, 2025

Article V Compensation

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

2025 Paving Program

Design Phase – PAVP2025	<u>\$235,935.00</u>
Design Phase – Windsor Park Trail	<u>\$85,610.00</u>
Construction Services Phase – PAVP2025	<u>\$5,040.00</u>
Construction Services Phase – Windsor Park Trail	<u>\$11,960.00</u>
Total Project Fee	<u>\$338,545.00</u>

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that

Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.
- R. 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, Kansas

By: _____

Eric Mikkelson, Mayor

Address for giving notices:

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

Telephone: 913-385-4640
Email: publicworks@pvkansas.com

ATTEST:

Adam Geffert, City Clerk

Consultant:

Affinis Corp

By: _____

Kristen Leathers-Gratton, President

Address for giving notices:

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

Telephone: 913-239-1122
Email: kleathers@affinis.us

APPROVED AS TO FORM BY:

Alex Aggen, City Attorney



PROJECT ESTIMATING SHEET

PV Project Number: PAVP2025

2025 Paving Program

Prairie Village, Kansas

Date: 4/22/2025

Made By: WAG

		Project Manager II	Engineer II	Intern Engineer II	Intern Engineer I	Design Tech II	CADD Tech II	CADD Tech I	Land Survey III	Land Survey II	Survey Crew II	Survey Crew I	Admin. Support	LABOR COSTS	OTHER DIRECT COSTS ITEM	COST	TOTAL FEE
A.	DESIGN PHASE - PAVP2025																
	1. Pre-design meeting	2		2										\$810	Mileage	\$20	\$830
	2. Review existing information	4		8										\$2,220			\$2,220
	3. Field reconnaissance																
	2026 Program	24		24			24							\$12,960	Mileage	\$90	\$13,050
	4. Field survey						80		8	24	114	114		\$45,860	Mileage and Mail	\$350	\$46,210
	5. Request AIMS mapping from City	2		2			4							\$1,350			\$1,350
	6. Utility coordination (10 meetings)	20		20	20									\$10,800	Mileage	\$420	\$11,220
	7. Project meetings and documentation (24 meetings)	36		36	36								12	\$20,880	Mileage	\$360	\$21,240
	8. Distribute sidewalk petitions	4		8									8	\$3,180	USPS Cert Mail	\$400	\$3,580
	9. Storm sewer			20	20	20								\$9,800			\$9,800
	10. Roadway Plans																
	Cover Sheet (9 sheets)			4	9	4								\$2,635			\$2,635
	Typical Sections (10 sheets)			10	20	4								\$5,020			\$5,020
	Schedules (9 sheets)			9	18	4								\$4,600			\$4,600
	Plan Sheets (15 sheets)	15		45	30	30	15							\$22,800			\$22,800
	Plan and Profile Sheets (10 sheets)	10		40	30	15	20							\$18,375			\$18,375
	ADA Intersection Detail													\$0			\$0
	Pavement Marking Plans													\$0			\$0
	Storm Sewer Plan and Profile (5 sheets)	5		20	15	15	10							\$10,725			\$10,725
	Cross Sections (10 sheets)	10		40	30	30	20							\$21,450			\$21,450
	Traffic Control													\$0			\$0
	Special Details (2 sheets)			8	4	4	4							\$3,100			\$3,100
	City Standard Details													\$0			\$0
	QC/QA	18		27	27	27	18							\$20,250			\$20,250
	Quantity Takeoffs & OPCC			27	9	9								\$7,110			\$7,110
	Submit Plans to City			27	9	9								\$7,110			\$7,110
	Perform Field Check	8		8										\$3,240	Mileage	\$20	\$3,260
	11. Specifications													\$0			\$0
	12. Public and Stakeholder Meetings													\$0			\$0
	DESIGN PHASE PAVP2025 - SUBTOTAL HOURS	158	0	385	277	171	195	0	8	24	114	114	20	1466			
	DESIGN PHASE PAVP2025 - SUBTOTAL FEE	\$40,290	\$0	\$57,750	\$37,395	\$35,055	\$26,325	\$0	\$2,000	\$4,560	\$15,390	\$13,110	\$2,400	\$234,275		\$1,660	\$235,935



PROJECT ESTIMATING SHEET

PV Project Number: PAVP2025

2025 Paving Program

Prairie Village, Kansas

Date: 4/22/2025

Made By: WAG

		Project Manager II	Engineer II	Intern Engineer II	Intern Engineer I	Design Tech II	CADD Tech II	CADD Tech I	Land Survey III	Land Survey II	Survey Crew II	Survey Crew I	Admin. Support	LABOR COSTS	OTHER DIRECT COSTS ITEM	COST	TOTAL FEE
B.	DESIGN PHASE - WINDSOR PARK TRAIL																
	1. Field survey						16			8	24	24		\$9,680	Mileage	\$50	\$9,730
	2. Prepare Trail Plans (Windsor Park Trail) OP Standards																
	Cover Sheet (1 sheet)			1	2	1								\$625			\$625
	Survey Reference (2 sheets)			4	12	4								\$3,040			\$3,040
	Typical Sections (1 sheet)			2	4	2								\$1,250			\$1,250
	Schedules (1 sheet)			2	2	2								\$980			\$980
	Earthwork Quantities (2 sheets)	2		8	6	6	4							\$4,290			\$4,290
	Plan and Profile Sheets (3 sheets)	3		15	15	15	9							\$9,330			\$9,330
	Playset Layout and Dimensions (1 sheet)	1		5	5	5	3							\$3,110			\$3,110
	ADA Ramp Detail (1 sheet)			4	2	2	2							\$1,550			\$1,550
	Parking Lot Pavement Marking & Signing Plan (1 sheet)	2	8			4		12						\$4,310			\$4,310
	Erosion Control General Notes, Plans, Details (9 sheets)			18	18	9	9							\$8,190			\$8,190
	City of Overland Park Details (5 sheets)			10	5	5	5							\$3,875			\$3,875
	Special Details (1 sheet)			4	2	2	2							\$1,550			\$1,550
	Cross Sections (8 sheets)	8		32	24	24	16							\$17,160			\$17,160
	Traffic Control													\$0			\$0
	QC/QA	8		12	12	12	8							\$9,000			\$9,000
	Quantity Takeoffs & OPCC			12	4	4								\$3,160			\$3,160
	Coordination Meetings with City (2 meetings)	4		4									2	\$1,860	Mileage	\$40	\$1,900
	Submit Plans to City			8	4	4								\$2,560			\$2,560
	DESIGN PHASE WINDSOR TRAIL - SUBTOTAL HOURS	28	8	141	117	101	74	12	0	8	24	24	2	539			
	DESIGN PHASE WINDSOR TRAIL - SUBTOTAL FEE	\$7,140	\$1,600	\$21,150	\$15,795	\$20,705	\$9,990	\$1,380	\$0	\$1,520	\$3,240	\$2,760	\$240	\$85,520		\$90	\$85,610
C.	CONSTRUCTION SERVICES PHASE - PAVP2025																
	1. Utility coordination	1		1	4									\$945			\$945
	2. Preconstruction meeting and documentation													\$0			\$0
	3. Periodic consultation	2		4										\$1,110			\$1,110
	4. Shop drawing & submittal review		1	4										\$800			\$800
	5. Plan revisions	1		2	2	2								\$1,235			\$1,235
	6. Record drawings													\$0			\$0
	7. Furnish CAD files & TIFF images													\$0			\$0
	8. Construction progress meetings (1 meeting)	2		2									1	\$930	Mileage	\$20	\$950
	CONSTRUCTION SERVICES PHASE - SUBTOTAL HOURS	6	1	13	6	2	0	0	0	0	0	0	1	29			
	CONSTRUCTION SERVICES PHASE - SUBTOTAL FEE	\$1,530	\$200	\$1,950	\$810	\$410	\$0	\$0	\$0	\$0	\$0	\$0	\$120	\$5,020		\$20	\$5,040



PROJECT ESTIMATING SHEET

PV Project Number: PAVP2025

2025 Paving Program

Prairie Village, Kansas

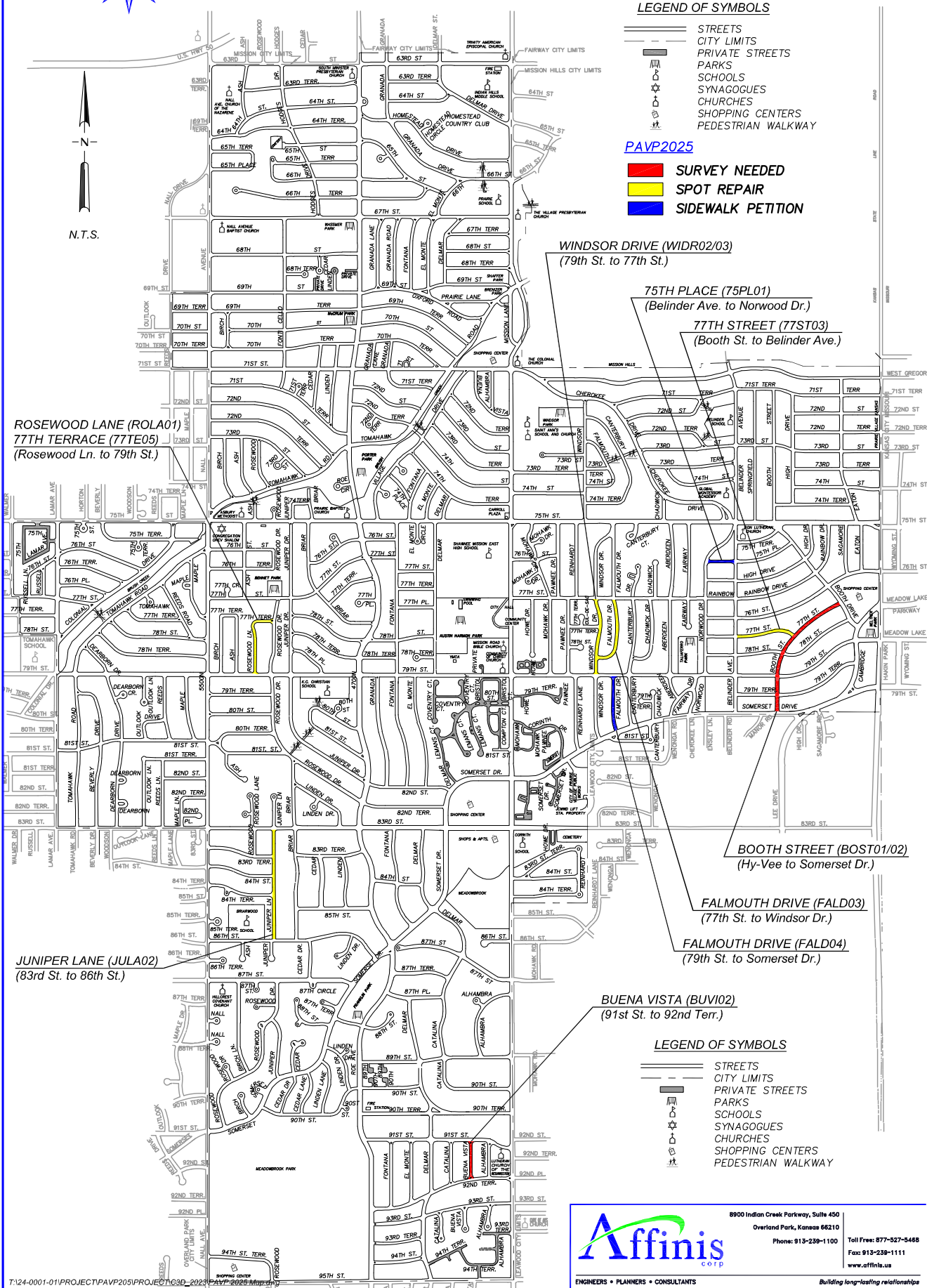
Date: 4/22/2025

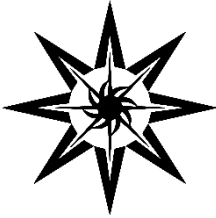
Made By: WAG

	Project Manager II	Engineer II	Intern Engineer II	Intern Engineer I	Design Tech II	CADD Tech II	CADD Tech I	Land Survey III	Land Survey II	Survey Crew II	Survey Crew I	Admin. Support	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL FEE
Tasks	\$255.00	\$200.00	\$150.00	\$135.00	\$205.00	\$135.00	\$115.00	\$250.00	\$190.00	\$135.00	\$115.00	\$120.00			
D. CONSTRUCTION SERVICES PHASE - WINDSOR PARK TRAIL															
1. Utility coordination	1		1	4								1	\$1,065		\$1,065
2. ~~Preconstruction meeting and documentation~~													\$0		\$0
3. Periodic consultation	6		12										\$3,330		\$3,330
4. Shop drawing & submittal review		1	8									1	\$1,520		\$1,520
5. Plan revisions	1		6	6	6								\$3,195		\$3,195
6. ~~Record drawings~~													\$0		\$0
7. ~~Furnish CAD files & TIFF images~~													\$0		\$0
8. Construction progress meetings (3 meetings)	6		6									3	\$2,790	Mileage \$60	\$2,850
CONSTRUCTION SERVICES PHASE - SUBTOTAL HOURS	14	1	33	10	6	0	0	0	0	0	0	5	69		
CONSTRUCTION SERVICES PHASE - SUBTOTAL FEE	\$3,570	\$200	\$4,950	\$1,350	\$1,230	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$11,900	\$60	\$11,960
Grand Total - Fee	\$52,530	\$2,000	\$85,800	\$55,350	\$57,400	\$36,315	\$1,380	\$2,000	\$6,080	\$18,630	\$15,870	\$3,360	\$336,715		\$1,830
Grand Total - Hours	206	10	572	410	280	269	12	8	32	138	138	28		2103	

LOCATION MAP

CITY OF PRAIRIE VILLAGE *Star of Kansas*





PUBLIC WORKS DEPARTMENT

Council Meeting: May 5, 2025

COU2025-25

FUNDING TRANSFER FOR CIP BG510003 - MUNICIPAL COMPLEX IMPROVEMENT PROJECT

RECOMMENDATION

Move to approve transfer of funds in the amount of \$195,000 into the CIP project Municipal Complex Improvements (BG510003).

BACKGROUND

Currently ARPA funds are assigned to three contracts in this project:

1. Owner's Representative contract with Project Advocates for \$150,000 approved on March 4, 2024.
2. Construction Manager at Risk contract with McCown Gordon for preconstruction services for \$45,000 approved on March 4, 2024.
3. Architectural Design contract supplemental with Clark Enersen with a funding table showing \$1,560,000 in ARPA funds approved on August 19, 2024.

Subsequent analysis of the ARPA funds discovered that there are not enough total ARPA funds to cover the three executed contracts.

The 2025 Budget includes \$1,150,000 for planned Municipal Complex Improvement debt. Out of this available funding, the monies associated with the two smaller contracts will be transferred to the CIP Fund into Project BG510003.

All remaining ARPA funds will be used towards the design contract with Clark Enersen. Due to the timing requirements of when these funds must be obligated, all ARPA funds will be used prior to any City sources.

The table below shows the change in funding for each of the contracts.

Agreement	APPROVED FUNDING SOURCES			PROPOSED FUNDING SOURCES		
	CIP	ARPA	TOTAL	CIP	ARPA	TOTAL
Clark Enersen	\$1,029,000	\$1,560,000	\$2,589,000	\$ 964,000	\$1,625,000 *	\$2,589,000
McCown Gordon		\$ 45,000	\$ 45,000	\$ 45,000		\$ 45,000
Project Advocates		\$ 150,000	\$ 150,000	\$ 150,000		\$ 150,000
TOTAL	\$1,029,000	\$1,755,000	\$2,784,000	\$1,159,000	\$1,625,000	\$2,784,000

*The ARPA funds currently total approximately \$1,625,000. The account housing the ARPA funds earns interest and the final total will be slightly higher than this amount.

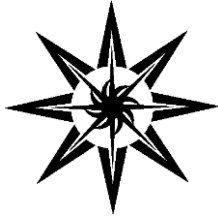
FUNDING

The 2025 Budget includes \$1,150,000 for planned Municipal Complex Improvement debt. \$195,000 will be transferred from this budgeted amount to the CIP Fund into Project BG510003.

PREPARED BY

Melissa Prenger, City Engineer

April 28, 2025



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 5, 2025

COU2025-26 CONSIDER CONSTRUCTION CONTRACT WITH SUPERIOR BOWEN FOR THE 2025 RESIDENTIAL STREET REHABILITATION PROGRAM (PAVP2025)

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Superior Bowen for the 2025 Residential Street Rehabilitation Program for \$3,060,000.

BACKGROUND

This project includes work on many streets throughout the City. Improvements generally include curb/gutter repair or replacement, sidewalk repair, and an asphalt mill/overlay. It is funded by the 2025 Residential Street Rehabilitation Program PAVP2025.

On May 7, 2018, the Governing Body authorized staff to bring a contract before Council with a selected Contractor. The Contractor, Superior Bowen (previously O'Donnell and Sons) was selected based on an evaluation of services and competitive pricing from 2015-2018. The City Staff is pleased with the response from the Contractor on any issue during construction to date and with their proactive on-street public meetings with residents prior to construction. We also utilize a "one-stop" email for residents which allows them to contact multiple representatives from the Contractor and the City to resolve their issues or answer questions in a timely fashion. Superior Bowen has transitioned all documentation to the new name while providing quality service to the residents and keeping the same project manager for Prairie Village. Given the Contractor's performance and continuing competitive pricing we propose to utilize them again in 2025.

City Staff has reviewed the bid proposal submitted for the 2025 Program and has confirmed the reasonableness of the offered unit pricing based upon established bids from recent projects of similar nature. Additionally, staff compared prices from last year and noted an acceptable increase of approximately 3% in overall project costs given the recent rates of inflation. Further, we noted that there was a 0% increase in the cost of the asphalt bid item, which represents approximately 19% of the overall construction costs.

A map of the proposed streets is shown on the following page.

The contract will be awarded for \$3,060,000. Change order authorization up to 10% of the contract amount funded from the Street CIP 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 project 2025 Residential Street Rehabilitation Program PAVP2025.

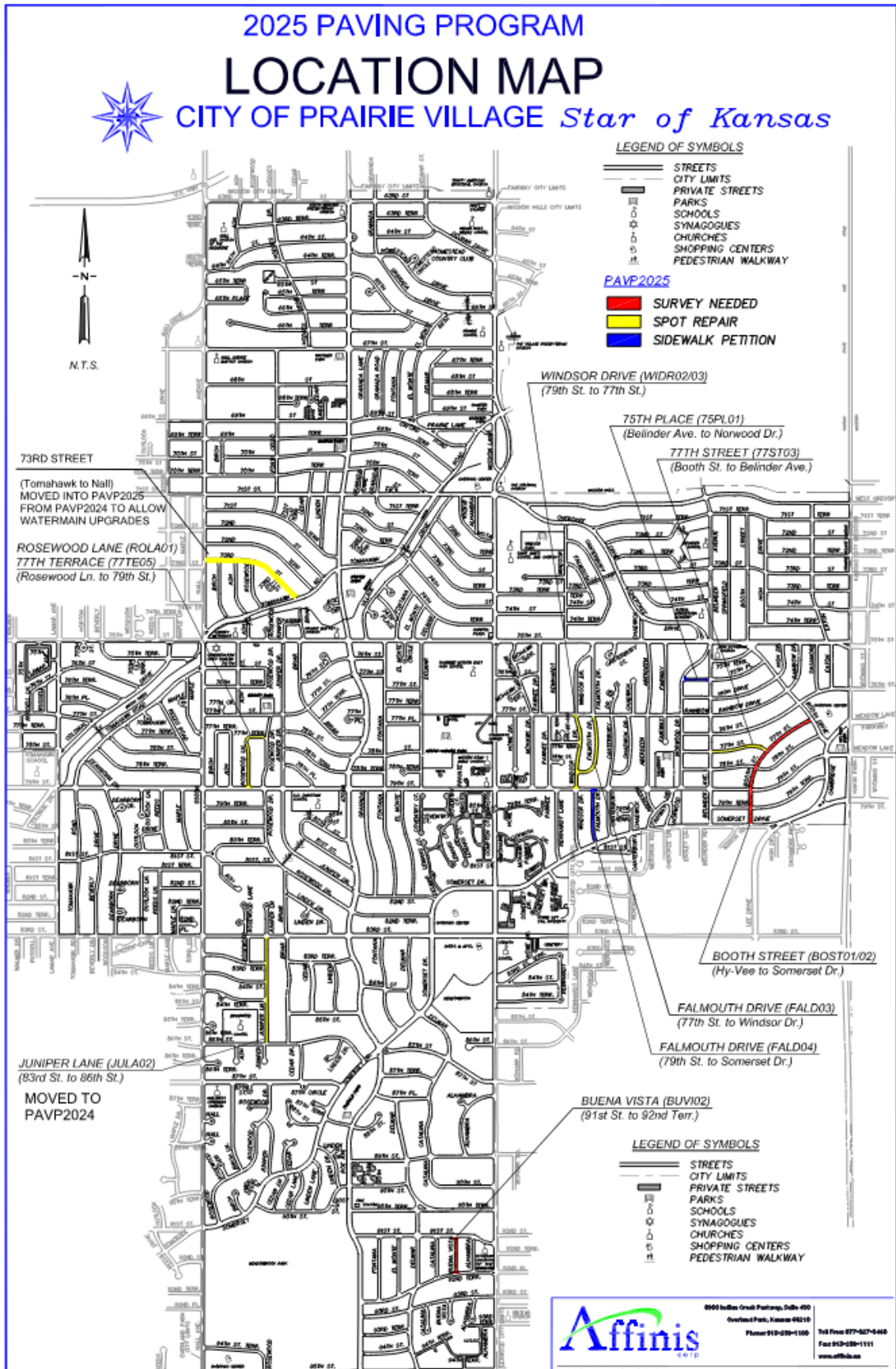
ATTACHMENTS

1. Construction Agreement with Superior Bowen

PREPARED BY

Melissa Prenger, City Engineer

April 28, 2025



PREPARED BY

Melissa Prenger, City Engineer

April 28, 2025

CONSTRUCTION AGREEMENT



PAVP2025
2025 RESIDENTIAL STREET PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SUPERIOR BOWEN ASPHALT CO. LLC

CONSTRUCTION CONTRACT
FOR
PAVP2025 | 2025 RESIDENTIAL STREET PROGRAM

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

THIS AGREEMENT, is made and entered into this ____ day of _____, 2025, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Superior Bowen Asphalt Co. LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2025 RESIDENTIAL STREET PROGRAM , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of THREE MILLION, SIXTY THOUSAND AND 00/100 DOLLARS (\$3,060,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

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

14. CHANGES IN THE WORK

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

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

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

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

18. NON-DISCRIMINATION LAWS

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

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

Superior Bowen Asphalt Co. LLC

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

Superior Bowen Asphalt Co. LLC

(typed company name)

7700 Mission Road

520 Penway, Ste 300

(typed address)

Prairie Village, Kansas 66208

Kansas City, MO 64108

(typed city, state, zip)

816-921-8200

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, Alex Aggen

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



2026 Capital Infrastructure Program Budget Presentation

Attached please find the Capital Infrastructure Program Budget and Road Condition Report Presentation.

The Capital Infrastructure Program Budget includes:

- Infrastructure Condition
- Park Funding
- Drainage Funding
- Street Funding
- Building Funding

ATTACHMENTS:

- 2026 Capital Improvement Program Budget Presentation
-

Prepared by:

Keith Bredehoeft/Jason Hannaman

Date: April 30, 2025



2026 BUDGET DISCUSSION

Public Works CIP



Agenda

- 2025 Projects
- Infrastructure Condition
- Recommended 2026 CIP
- Discussion



Agenda

- 2025 Projects
- Infrastructure Condition
- Recommended 2026 CIP
- Discussion



2025 Current and Planned Work

❑ **Street Projects**

77th Street/Booth, from Hyvee to Somerset

73rd Street, Tomahawk to Nall

75th Place, Norwood to Belinder

Falmouth, 79th Street to Somerset

Rosewood, 73rd Terrace to 79th Street

77th Street, Booth to Belinder

Booth, 71st Terrace to 75th Street

Falmouth, 77th Street to Windsor

Windsor, Falmouth to 77th Street

❑ **CARS Project: Nall Avenue | 75th Street to 79th Street**

❑ **CARS UBAS Project: 75th Street | State Line to Mission**

❑ **Drainage Projects**

❑ 67th Street RCB replacement

❑ Drain25X

❑ **Other Projects**

❑ 2025 Concrete Repair, 2025 Asphalt Repairs, 2025 Crack Seal and Micro Surface, 2025 UBAS

❑ Bennett Park Shelter and Play, Franklin Park Surfacing, Park Signage

❑ Municipal Complex Improvements



Agenda

- 2025 Projects
- Infrastructure Condition
- Recommended 2026 CIP
- Discussion



2025 Condition Summary

Infrastructure Type	Poor	Fair	Good	Excellent
Drainage - Pipes	7%	10%	77%	6%
Drainage - Channels	23%	35%	34%	8%
Drainage - Structures	3%	22%	39%	36%
Streets - Arterial & Collector	3%(2024= 5%)	6%(2024= 7%)	40%(2024= 44%)	51%(2024 =44%)
Streets - Residential	8%(2024= 9%)	11%(2024= 12%)	53%(2024= 51%)	28%(2024= 28%)
Curbs	2%	10%	45%	44%
Ramps	1%	10%	45%	44%

Pavement Condition



Pavement Condition

EXCELLENT



Pavement Condition



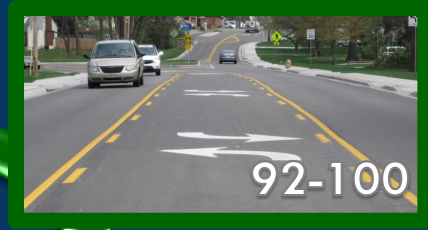
EXCELLENT

GOOD

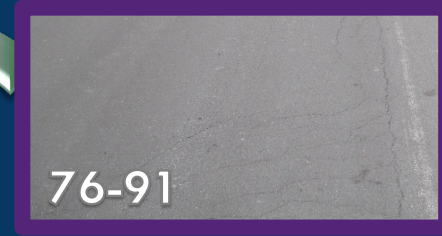


Pavement Condition

EXCELLENT



GOOD

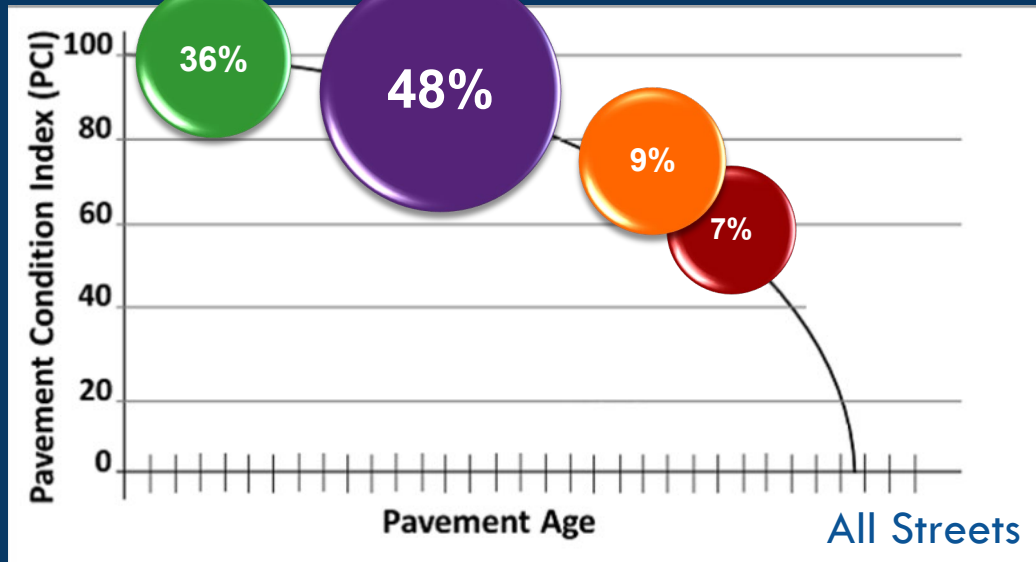


FAIR



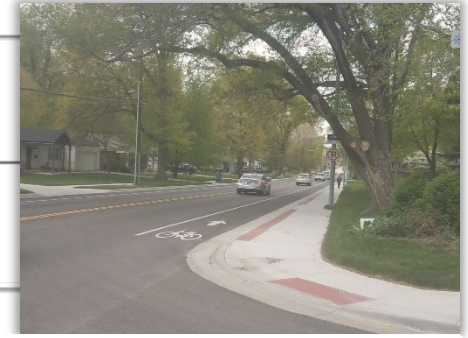
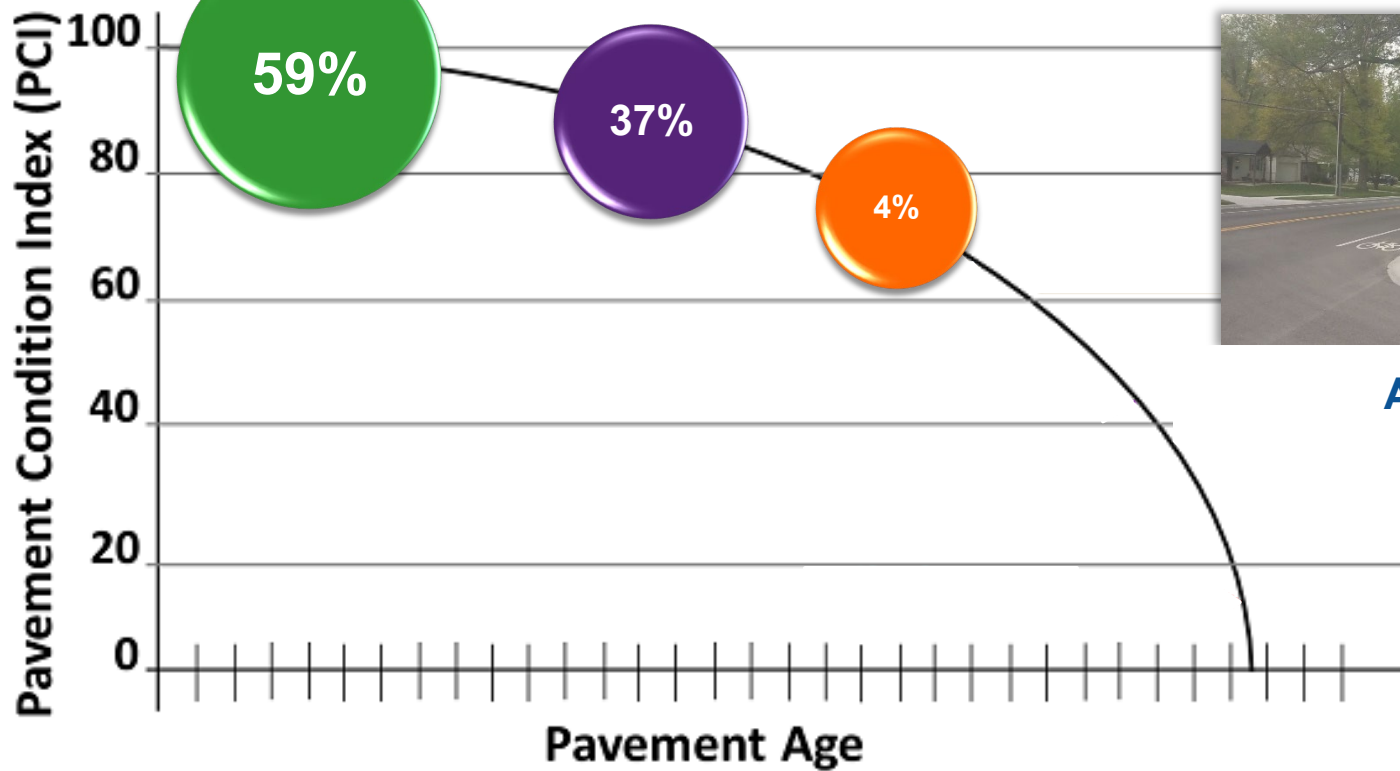
Pavement Condition





NETWORK CONDITION ALL STREETS





Arterials Only

Nall

Mission

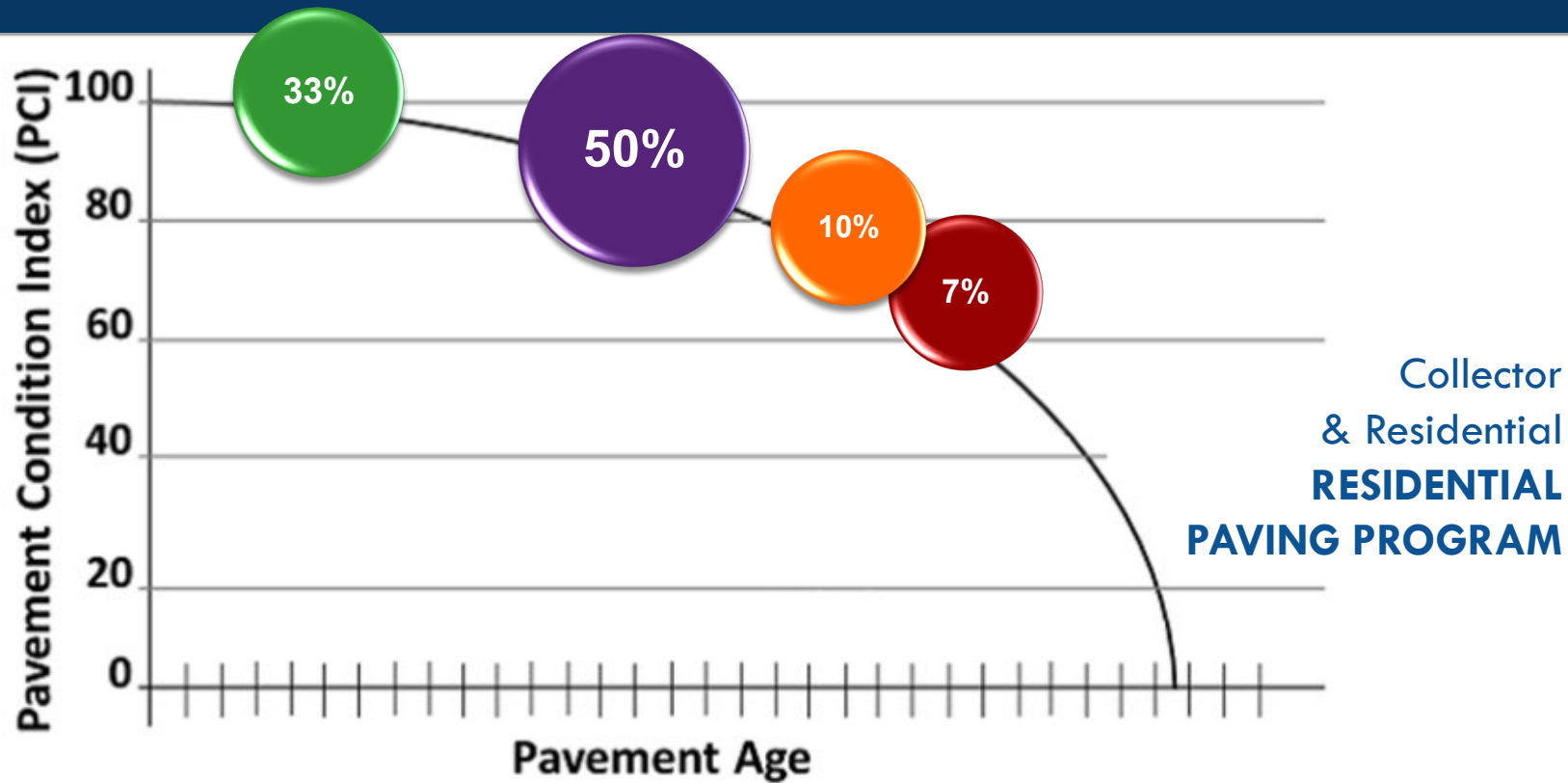
State Line

75th

95th

ARTERIAL NETWORK CONDITION

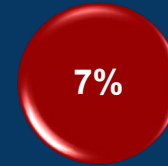




COLLECTOR AND RESIDENTIAL NETWORK CONDITION



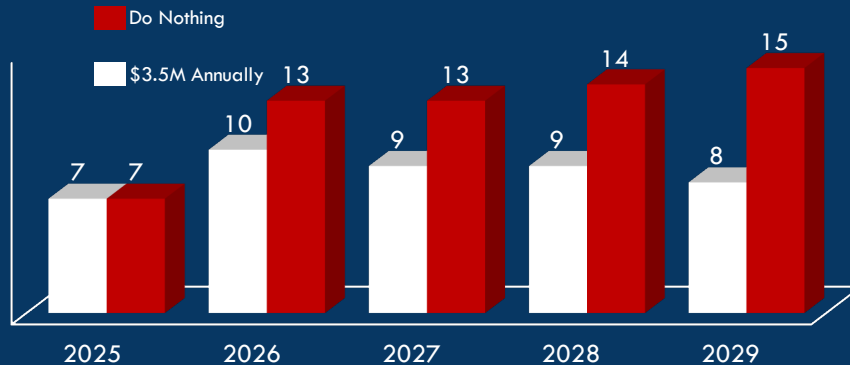
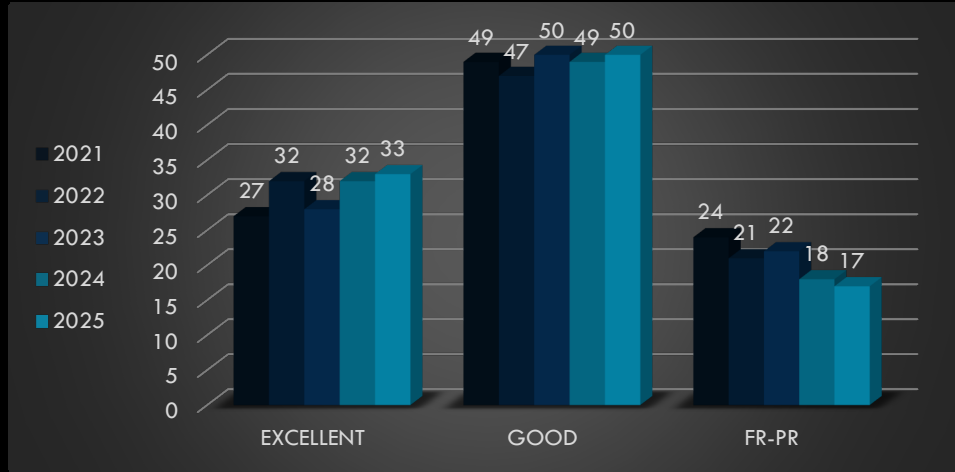
COLLECTOR AND RESIDENTIAL NETWORK CONDITION



= 7 miles

= \$7M*

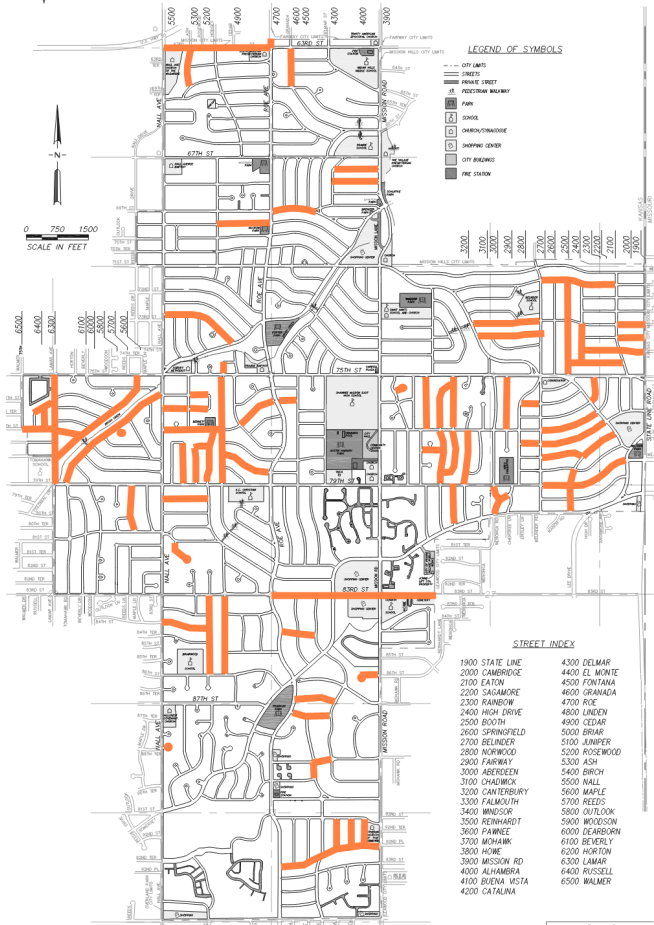
History of Residential & Collector Streets



Management of POOR Streets With \$3.5M Residential Street Program



CITY OF PRAIRIE VILLAGE
Star of Kansas

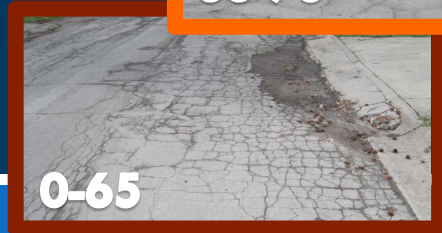
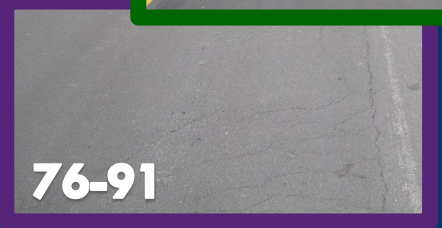


EXCELLENT

GOOD

FAIR

POOR



Crack seal

Micro

\$61k per mile

UBAS

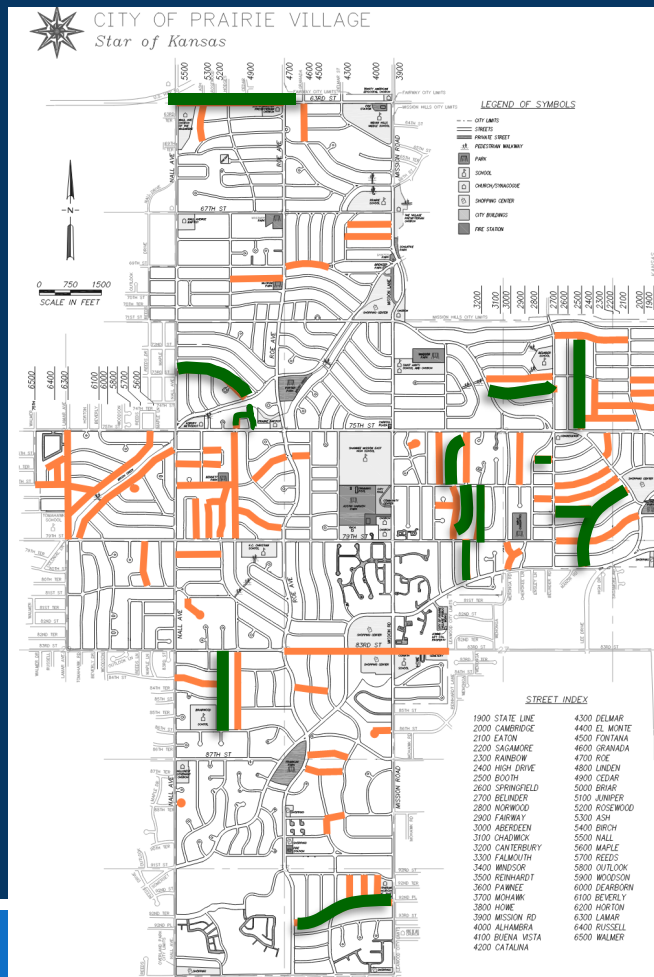
\$190K per mile

Mill/Overlay
with curb and
gutter repair

\$1.2M per mile

Reconstruction

\$2.1M per mile





Agenda

- 2025 Projects
- Infrastructure Condition
- **Recommended 2026 CIP**
- Discussion



2026 CIP Budget - PARK

PROJECT #	PROJECT DESCRIPTION	RESERVE ACCT BALANCE	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET	PROJECT TOTAL
PARK							
POOLRESV	Park Infrastructure Reserve	\$ 204,898.95	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	624,898.95
BG900005	Windsor Trail & Playset		\$ 400,000.00				\$ 400,000.00
	Porter Shelter & Playset		\$ 25,000.00	\$ 560,000.00			\$ 585,000.00
	Pool Painting		\$ 95,000.00				\$ 95,000.00
	Harmon Park Tennis Court Resurfacing				\$ 150,000.00		\$ 150,000.00
	All Park Trail Repairs/Resurface					\$ 395,000.00	\$ 395,000.00
PARK TOTAL PER YEAR			\$ 625,000.00	\$ 665,000.00	\$ 255,000.00	\$ 500,000.00	2,249,898.95



2026 CIP Budget - DRAIN

PROJECT #	PROJECT DESCRIPTION	RESERVE ACCT BALANCE	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET	PROJECT TOTAL
DRAINAGE							
WDPRRESV	Water Discharge Program Reserve	\$ 6,807.63	\$ 20,000.00		\$ 20,000.00		\$ 46,807.63
MIRD0007	Mission Road		\$ 20,000.00				\$ 20,000.00
DRAIN26x	Drainage Repair Program		\$ 2,020,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 5,020,000.00
DRAINAGE TOTAL PER YEAR			\$ 2,060,000.00	\$ 1,000,000.00	\$ 1,020,000.00	\$ 1,000,000.00	\$ 5,086,807.63



2026 CIP Budget - STREETS

PROJECT #	PROJECT DESCRIPTION	RESERVE ACCT BALANCE	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET	PROJECT TOTAL
STREETS							
TRAFRESV	Traffic Calming Program Reserve	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100,000.00
PAVP2026	Residential Street Rehabilitation Program		\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	14,000,000.00
UBAS2026	UBAS Overlay Program		\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	1,600,000.00
	95th Signals - Roe & Rosewood (OP)		\$ 760,000.00			\$	760,000.00
ROAV0008	Roe Ave - 63rd St to 83rd St (CARS)		\$ 1,400,000.00			\$	1,400,000.00
83ST0003	83rd St - E City Limit to Nall Ave (CARS)		\$ 200,000.00	\$ 1,500,000.00		\$	1,700,000.00
NAAV0006	Nall Ave - 63rd St to 67th St UBAS (Mission) (CARS)		\$ 50,000.00	\$ 355,000.00		\$	405,000.00
75ST0003	75th St - Mission to Nall (CARS)		\$ 100,000.00	\$ 300,000.00	\$ 4,000,000.00	\$	4,400,000.00
ROAV0009	Roe Ave - 83rd to 95th UBAS (CARS)				\$ 30,000.00	\$ 550,000.00	580,000.00
	Mission Rd - Tomahawk to 71st St (CARS)					\$ 180,000.00	180,000.00
STREET TOTAL PER YEAR			\$ 6,430,000.00	\$ 6,075,000.00	\$ 7,950,000.00	\$ 4,650,000.00	25,125,000.00



2026 CIP Budget - BUILDING/OTHER

PROJECT #	PROJECT DESCRIPTION	RESERVE ACCT BALANCE	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET	PROJECT TOTAL
BUILDING							
BLDGResv	Building Reserve	\$ 345,431.24	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	545,431.24
BUILDING TOTAL PER YEAR			\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	545,431.24

PROJECT #	PROJECT DESCRIPTION	RESERVE ACCT BALANCE	2026 BUDGET	2027 BUDGET	2028 BUDGET	2029 BUDGET	PROJECT TOTAL
OTHER							
ADARESvX	ADA Compliance Program Reserve	\$ 74,748.71	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	174,748.71
CONC2026	Concrete Repair Program		\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	2,400,000.00
SIDEWALK & CURB TOTAL PER YEAR			\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	2,574,748.71



TIMELINE UPDATE FOR MUNICIPAL COMPLEX IMPROVEMENTS

Since 2021, the City has been working through the needs and feasibility of renovating or rebuilding parts of the Municipal Complex campus. Based on governing body review of the City's facilities assessment and options for renovation vs. new construction, staff has been working with the City's architects, construction manager, and owner's representative to put together a plan for final Council action. This work has followed Council approvals to both acquire the property at 7820 Mission Road and plan for new construction on that site with renovations to the existing spaces at 7700 and 7710 Mission.

At the December 2, 2024 Council Meeting, staff presented a timeline of this project, both work that had already been done and estimated dates for the future milestones to come. In the interim, staff has worked with the project's architects, the City's municipal financial advisors, and bond counsel to create a timeline that can accommodate the needed interrelated steps into one document for Council to prepare for. This timeline is similar to the one used during the 2019 Public Works building approval process.

- May 5th City Council meeting: Presentation of project timeline
- May 19th City Council meeting: LEED Certification level discussion
- May 22nd Finance Committee meeting: Review of debt service options
- June 2nd City Council meeting: Design Development preview
- June 16th City Council meeting:
 - Design Development presentation
 - Project Resolution and Bond Resolution
- August 4th City Council meeting: Acceptance of bond bids and terms
- October 20th City Council meeting: GMP construction contract awarded

These dates have been developed by staff in conjunction with the City's external professionals. They are interrelated and if one step is delayed, future dates will likely need to be adjusted as well.

A consideration in developing this timeline is the federal government's discussions of potential changes to the tax-exempt status of municipal bonds. The tax exemption makes municipal bonds more attractive to investors, resulting in lower interest rates for issuers. If this benefit is eliminated or altered, future buyers are likely to demand higher yields, increasing the City's borrowing costs. Issuing bonds sooner allows the City to capitalize on current market demand and preserve lower financing costs before any potential policy changes take effect.

Representatives from the City's municipal financial advisor, Columbia Capital Management, will be in attendance to provide further information and answer questions about the bond issuance process as shown above.

ATTACHMENTS: Municipal Complex Improvements Timeline Summary

Prepared by:

Jason Hannaman

Finance Director

Date: April 29, 2025



Municipal Complex Project **Timeline**

2021

Feasibility

Municipal complex feasibility study

2022

Assessment

Assessment/Concept development
Architect contract approved

2023

Conceptual Design

Assessment results presented with three renovation options • Governing body directed staff to develop concepts for new construction • Five concepts for new construction were presented • Governing body approved Option E to move to schematic design

May 2025

Design Development

LEED certification discussion

Jan-April 2025

Design Development

Follow up on design development items

2024

Schematic Design

Construction manager at risk and owner's rep contracts approved • Public meeting held • Governing body approved continuation of design contract for new construction • Assessment and renovation/construction options developed for land at 7820 Mission Road • Governing body approved land purchase and Option 2A to move to design development phase

June 2025

Design Development/Financing

- Design development presentation
- Project approval and authorization to issue bond

August 2025

Financing

Acceptance of bond bids & terms

Sept.-Oct. 2025

Construction Documents

- GMP from construction manager (construction contract)
- Dollars obligated for construction
- Work may commence on approved construction

MAYOR'S ANNOUNCEMENTS
Monday, May 5, 2025

Tree Board	05/07/2025	6:00 p.m.
Diversity Committee	05/13/2025	4:30 p.m.
Arts Council	05/14/2025	5:30 p.m.
Arts Council Art Reception	05/14/2025	7:00 p.m.
Immigration Insights gathering	05/15/2025	6:00 p.m.
City Council	05/19/2025	6:00 p.m.
Community garden – Tuesday Talks	05/20/2025	6:30 p.m.
VillageFest Committee	05/22/2025	5:30 p.m.
PV Pool opens	05/24/2025	12:00 p.m.
Memorial Day – City offices closed	05/26/2025	

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INFORMATIONAL ITEMS
May 5, 2025

1. Parks and Recreation Committee meeting minutes – January 8, 2025
2. Environmental Committee meeting minutes – March 26, 2025
3. JazzFest meeting minutes – April 22, 2025
4. VillageFest meeting minutes – April 24, 2025
5. Consolidated Fire District #2 – 1st quarter report
6. May plan of action

PARKS AND RECREATION COMMITTEE
4:00 p.m. | January 8, 2024
City Hall

MINUTES

Attendance: Chairperson Terrence Gallagher, Matt Geary, David Gleason, Diane Mares, Caety Meyer, Matthew Moeder, Jay Moorman, Kevin Murphy, Assistant City Administrator Meghan Buom, Field Superintendent James Carney

Public Participation: NONE

Reports

1. Chairperson's Report – Chairperson Terrence Gallagher was happy to see the parks in heavy use with families enjoying the snow. He reminded committee members that all shoveling in the parks occurs after the roadways are cleared. New committee appointments will be made soon, and he wished the committee well should he not be reappointed to the chairmanship. There are currently three committee vacancies and new appointments will be made in February.
2. Recreation Report – Meghan Buom reported that Daniel Jackson and Suzanne McCullough will be returning to the pool this summer. Suzanne will oversee the administration of hiring, payroll and programs as aquatics supervisor and Daniel will oversee the pool operations as pool manager. Other seasonal positions have been posted and recruitment efforts have started. In the offseason, Daniel completed the American Red Cross Lifeguard Instructor Training, bringing the last piece of guard training entirely in house.
3. Public Works Report – Due to the blizzard, there was no update from Public Works. Mr. Gallagher acknowledged the hard work of the department over the last week.

Consent Agenda

1. Minutes from November 13, 2024 – Jay Moorman moved to approve the minutes from the November meeting. Caety Meyer seconded the motion and it passed unanimously.

Old Business

New Business

1. Summer Recreation Program Agreements
 - a. JCPRD Agreements – Ms. Buom outlined the JCPRD summer day camp and tennis agreements. There are no substantive changes to the programs in 2025 Kevin Murphy moved to approve the agreement. The motion was seconded by Diane Mares and passed unanimously.

- b. SuperPass Interlocal Agreement/Swim Meet Letter of Understanding – Ms. Buum outlined the interlocal agreements. There are no substantive changes to the program in 2025. Diane Mares moved to approve the agreements. The motion was seconded by Kevin Murphy and passed unanimously.
2. Fee Schedule – Ms. Buum presented the 2025 Fee Schedule. There are no proposed changes to the fees in 2025 since they were adjusted in 2023 and are still comparable to peer cities. Jay Moorman moved to approve the 2025 fee schedule. Caety Meyer seconded the motion and it passed unanimously.
3. Park Policy Review – Ms. Buum presented proposed changes to Council policies related to the Parks and Recreation Committee’s oversight. Council policies are written policies that define a method of action to be taken by the City of Prairie Village. These policies are designed to focus on solving immediate problems and prevent future problems; preserve the governing body’s legal authority; clarify council/staff relations; officially express municipal objectives; provide guidance and direction to city employees; and foster stability and continuity. The governing body makes policy and decides “what will be done.” Administrative staff members decide how to carry out the will of the governing body.

Ms. Buum completed a comprehensive review of the policies and procedures on the relevant committee policies, and seeks input from the Parks and Recreation Committee prior to final approval from the Governing Body. Many of the changes are not substantive and reflect current city practices, such as title or responsibility changes, programing changes, technology improvements, and edits for clarity.

Certain policies had more substantial changes:

- CP509 – The removal of the lap lane restrictions reflect a change that was adopted by the committee upon review of the pool rules several years ago, but had not been changed in policy
- CP513 – This policy reflects the current practice of the city, which has been established for several years but was not updated in policy. As a recruitment tool and for more operational control, the City took all lifeguard instruction in house and provides the training at no up-front cost to employees.
- CP515 – Changes to this policy set limits on daycare/camp size, sets standards for supervision, and defines city and care provider responsibilities.
- CP525/526 – Elements of CP526 had been incorporated into CP525 in 2019. The remaining items were combined into CP525 and CP526 will be deleted entirely.
- CP528 – Reservations fewer than seven concurrent days will be staff level approvals. Many of the previous concerns surrounding multi-day rentals have been addressed through the commercial use policies.
- CP529 – The pool is no longer able to be rented per a previous policy change and eliminates the deposit requirements.

Jay Moorman moved to approve the policy changes. Caety Meyer seconded the motion and it passed unanimously.

Information Items

2025 Meeting Schedule:

- March 12, 2025
- May 14, 2025 (parks tour)
- September 10, 2025
- October 8, 2025
- November 12, 2025

Adjourned at 4:56 p.m.

The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday March 26, 2025 in the Prairie Village City Hall multipurpose room. The recording secretary was Nathan Kovac.

The meeting was called to order at 5:30 p.m.

Members in attendance were: Chair Greg Shelton, Melinda Lewis, Piper Reimer, Travis Carson, Johanna Comes, Tamara McMahon, Rick Wolfarth, Magda Born, Nathan Kovac, and staff liaison Ashley Freburg.

Approval of the Agenda

Piper made a motion to approve the agenda, and Magda seconded the motion. All were in favor.

Approval of February 2025 meeting minutes

Nathan made a motion to approve the February 2025 meeting minutes. Tamara seconded the motion. All were in favor.

Presentation

Community Gardener Linda Cossgrove shared an update and requests from the Community Gardens as follows

- Prior to the start of the growing season, 11 people were on the garden waitlist. Six were accommodated with plots during the 2025 season, leaving five on the waitlist.
- The garden leadership team created a non-compliance process for those who do not maintain and upkeep their garden plots. That has been implemented for the 2025 growing season.
- The Shawnee Mission East Environmental Committee has taken over the Harmon Garden donation plot, and students are now gardening there.
- The Harmon Garden will host garden talks every third Tuesday of the month at 6:30 p.m. on various garden-related topics. These workshops will be open to the public and are a partnership with Johnson County K-State Research and Extension. The first session will be April 15 and will focus on soil conditions.
- The Harmon Park gardeners would like permission to straighten out their fence line since the tree that used to shade the garden has been removed. Removing the tree will allow for additional plots to be added to accommodate more gardeners. The request will be made of the Parks and Rec Committee.
- The Harmon Park gardeners would like to place a chain link fence around the garden in hopes of keeping rabbits and other wildlife out of the gardens. Linda presented a quote from Slagle that detailed 450 feet of 4-foot black coated chain link fence with one 4-foot gate and one 8-foot gate. The cost would be approximately \$11,000. A white vinyl fence would be double the cost. The Environmental Committee did not take action on the item.

New member introduction

Jeff Roberts was introduced as a pending new member to the committee. His appointment was set to be ratified by the city council at its next meeting.

Old Business

Budget Package – Together, the committee worked through its 2026 annual budget request. The committee’s approved budget for 2025 was \$8,000. For 2026, the committee is requesting a budget of \$10,900, for an overall increase of \$2,900. This increase includes a \$500 increase in marketing and promotions, \$500 for the community gardens to help with supplies and maintenance, and \$2,000 for a new grant program. The budget request also includes a \$100 decrease in the management reserve.

The key addition to the 2026 budget request is a pilot program for the Educational Institution Sustainability Grant. The purpose of this pilot program is to advance environmental sustainability practices in Prairie Village schools, so our children can learn more about the health, environmental, and social benefits that come with innovative and sustainable solutions for energy efficiency, landscaping, water use, and air quality. By providing a small grant to support these efforts by staff, students, and patrons, this program will engage school communities to improve the natural and built environments of Prairie Village and serve as an example to our residents and neighboring communities on how to achieve better value through an approach that equally prioritizes cost, health, and performance in the spaces and places where we live, learn, work, and play.

The proposed budget is as follows:

2026 Environmental Committee Budget		
Budget Item	Estimated Cost	Additional Info
<i>OP Recycling Extravaganza Partnership</i>	\$1,400	<i>Sponsorship costs</i>
<i>EC Info Promotions/Marketing</i>	\$1,500	<i>Initiatives/Events: VillageFest, JazzFest, Go Green, OP Recycling Extravaganza, Climate Summit sponsorship, Volunteer outreach</i>
<i>Waste Diversion Program</i>	\$3,000	<i>Composting for Village Fest and Jazz Fest</i>
<i>NEJC Shredding/E-cycle event</i>	\$1,000	<i>Sponsorship Cost</i>
<i>Supplies for Events</i>	\$500	<i>seed balls, kids craft, recycle right stickers, native plant displays</i>
<i>Community Gardens</i>	\$500	<i>Supplement residents’ efforts to make improvements, perform maintenance, and provide local food distribution from the Community Gardens in Harmon Park and Global Montessori.</i>
<i>School Sustainability Grant Program</i>	\$2,000	<i>Advance environmental sustainability practices in Prairie Village schools, so our children can learn more about the health, environmental, and social benefits that come with innovative and sustainable solutions for energy efficiency, landscaping, water use, and air quality.</i>
Total	\$9,900	
Management Reserve	\$1,000	
Grand Total	\$10,900	

Magda made a motion to approve the 2026 budget request. Rick seconded the motion, and all were in favor.

VillageFest Event Team – Nathan is spearheading the children’s craft for VillageFest. He’s looking into custom seed paper to use to create bookmarks for kids to decorate, use, and later plant. The rest of the committee’s tent at the event will be similar to previous years with the monarch photo prop, seed balls, monarch butterfly and bee experts, etc.

Volunteer Promotional Campaign Options –Ashley looked into options for advertising events and recruiting volunteers. Packages offered by the Johnson County Post were outside of the Environmental Committee’s budget capacity, so, for now, ads will continue to be placed with Meta.

Deep Roots Native Plant Sale Status – Things are set for the Deep Roots Native plant sale to be held in the parking lot of the Harmon Skate Park on Saturday April 12 from 10 a.m. to 2 p.m. The Mayor’s Monarch Pledge subcommittee will have a presence at the sale. They will set up the monarch butterfly photo prop and will give out packets of native seeds.

JazzFest food composting – Rick solicited quotes from KC Can Compost and from Compost Collective KC for proposals for composting services for JazzFest on September 6, 2025. The scope of the proposals included composting services for 3,500-4,000 attendees, drop off and set up of bins, as well as collection after the event.

Rick noted the following logistical concerns:

- Compost bins must be located in clusters, minimizing or eliminating orphan containers
- Clear, concise and visible signage is a must
- First year participation tends to be lower, as expectations are unclear and unfamiliarity is a barrier
- How will full bins be emptied?
- Communication with staff and vendors regarding composting is important
- Event composting should be promoted ahead of the event

The two proposals are summarized as follows:

KC Can Compost

- Limited KC Can Compost staff available for support on the day of the event
- Will provide a waste diversion and carbon report
- Provide signage for the event
- Has a list of available food service items for vendors to purchase from, at an additional cost
- \$819 up to qty. 25 64-gallon cans

Compost Collective KC

- Can provide a guarantee of 2-4 staff members, possibly additional staff and volunteers as we get closer
- Can provide a waste diversion and carbon report
- Staff will be on site to empty totes as necessary, with some extra totes to swap in and out
- A location for their truck is required to be easily accessible
- \$1,200 ~20 64-gallon cans + 2-4 staff

Ashley noted that the Environmental Committee's budget, as committed, did not have room to support composting at JazzFest. Greg said he would approach the city administrator to see if extra funds could be made available. The item was tabled.

New Business

There was no new business before the committee.

Announcements

1. Next meeting: April 23, 2025
2. Next deadline for the July/August Village Voice is June 5, 2025. Piper indicated she will write an article about the Buy Nothing Groups.

Adjournment

Piper made a motion to adjourn the meeting. Magda seconded the motion. All were in favor.

Meeting adjourned at 7:15

Prairie Village Jazz Fest 2025
Committee Meeting
Tuesday April 22, 2025, 5:30 p.m.
MultiPurpose Room

Attendees

J.D. Kinney	Special Events Coordinator, Committee Chair
John Wilinski	Artist Relations and Backstage Chair
Elissa Andre	Marketing Chair
Jim Barnes	Technical Chair
Mike Polich	Infrastructure Chair
Mary Ann Watkins	Member at Large
Kyle Van Landuyt	Master of Ceremonies
Will Fisher	Member at Large
Scott Tschudy	Member at Large

Committee Chair's Report

The 2026 Jazz Fest budget was presented to the City Council April 21. The budget request was approved as submitted. JD thanked the assembled committee for their skill and dedication in producing a consistent, financially stable and successful event, and wanted them to know that the Prairie Village City Council in approving the budget commended them for their efforts as well

Annual Volunteer waiver forms were completed and signed by additional committee members present who had not attended the previous meeting

Talent

Alex Toepfer submitted names of several acts for consideration via text. Draft contracts with proposals to these artists may be issued soon.

F&B

Mad Greek, Eat Schmidt and 3 additional entree food trucks, plus Polar Oasis and Butterfluff Popcorn, have committed to JazzFest 2025.

A representative from Chik-Fil-A based in Leawood contacted JD and is interested to participate at JazzFest 2025. JD will relay the conversation to Dave Hassett for further discussion.

Stage/Technical

Jim Barnes confirmed that SECT is aware that we do not need a generator for the food trucks.

Without SECT's generator behind the Harmon Park Pavilion the beverage tent and ice truck will be powered throughout the event by the existing circuit at the west end of the Pavilion.

When SECT is ready to issue the agreements for the stage and sound/lighting/electric Jim will forward it to JD so that the deposit can be paid.

Jim confirmed the participation of Aching Backline and Upcycle Piano.

Infrastructure

Some previously rented tables and linens have been purchased by the City for multi-event use. We will still rent the beverage and VIP tents, large coolers, backstage tables and chairs, and multiple folding chairs.

We are approved to rent a utility vehicle for 2025 to augment the one provided by Public Works for set-up and tear-down.

Marketing

Park vinyls will be refreshed for 2025. JD to work with Ashley on a design and forward to Elissa for review.

Budget estimate for 100 yard signs and 50 stakes is \$850

Elissa will contact KCPT to reserve a spot in their Members Guide and also to arrange on air spots.

JD will keep an eye out for any special or discount pricing for on air spots on KCUR on the week leading up to JazzFest.

Volunteers

No Report

City Committees/Exhibitor Tents

No Report

The next JazzFest Committee meeting is scheduled for Tuesday May 27, 2025.

The meeting concluded at 6:10 p.m

Respectfully submitted: JD Kinney

VillageFest 2025

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday, April 24, 2025 5:30PM - 6:20PM
Attendees	• Amber Fletcher • JD Kinney • Alaina Wilby • Inga Selders • Toby Fritz • Steve Meyer

Discussion Notes	
Pancake Breakfast	• We need a volunteer count so we know what to plan for. • Terminals should arrive in the middle of June.
Patriotic Program	• Kristy Lambert has been confirmed for singing the National Anthem..
Spirit Awards	• Nominations are open.
KS National Guard History Museum and Display	• No new updates
History Display	• Will most likely be similar to last year.
Vendors and Exhibitors	• Chick-Fil-A has expressed interest in being part of this year's VillageFest. They will be in a tent near where some of the other

	drink/food vendors are located.
Live Entertainment	• Fun Services has been contracted for VillageFest 2026, including many soccer-themed attractions. • Fire Department Bucket Truck - Will do what they have done in the past. BC John Gossman will be on duty day of. • Slip n Slide - Tarp has been received. Terrance Gallagher has been asked to arrange some scouts to staff it. • Bike Parade TBD by Police Department. • Children's Craft Area - PV Environmental Committee confirmed for the children's craft area. They will use seed paper with native plant species to support the Monarch Pledge to make bookmarks that can be germinated and then planted. Seed balls will also be distributed as they were last year.
Pie Contest	• Pie Plate has been engraved.
Giveaways	• 300 String Bags have been ordered. • 96 Splash Balls received.
Infrastructure	• TBD
Info Tent	• TBD
Marketing	• Mission Road Banners - Light pole banners go up after Junteenth. • Park Vinyls to be installed after Junteenth. • 75th Street banner will be installed after Junteenth
Next Meeting	• May 27, 2025 at 5:30pm



PROUDLY SERVING

MISSION • PRAIRIE VILLAGE • ROELAND PARK • FAIRWAY • WESTWOOD • WESTWOOD HILLS • MISSION WOODS • MISSION HILLS



Johnson County Consolidated Fire District No. 2

Fire Chief Chick

3921 W 63rd Street, Prairie Village, KS 66208

913-432-1105 ContactUS@cfid2.org

Fire Activity Report - PRAIRIE VILLAGE - Q1 2025

2025 TOTAL CALLS
665

2024 TOTAL CALLS
718

2025 FIRE Calls
13

2024 FIRE Calls
9

2025 EMS Calls
437

2024 EMS Calls
457

2025 HAZMAT Calls
25

2024 HAZMAT Calls
30

2025 SPECIAL OPS Calls
58

2024 SPECIAL OPS Calls
78

2025 ALL OTHER Calls
132

2024 ALL OTHER Calls
144

Response Times Breakdown

	2025	2024
Turnout (alarm to out the door)		
Emergent Fire	1:07	1:24
Emergent EMS	1:01	1:00
All Calls (Emergent & Non-Emergent)	1:01	1:01
Travel (time to arrival on the scene)		
Emergent Fire	2:59	2:56
Emergent EMS	4:02	3:55
All Calls (Emergent & Non-Emergent)	4:10	4:13

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: April 30, 2025

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: MAY PLAN OF ACTION

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

- Legislative End of Session Update - Nickie (05/25)
- FD 1st Quarter Report - Chief Chick (05/25)
- Juneteenth Celebration Event - Tim (05/25)
- Finalize 2024 Annual Comprehensive Financial Report - Jason (05/25)
- 2025 Art of Photography Event - Nickie/Arts Council (05/25)
- Update Municipal Complex Construction Timeline - Staff (05/25)
- 2026 Budget Process - Staff (05/25)
 - Finance Committee Budget Review - Jason
 - Municipal Complex Construction Bonding - Jason
 - City Hall Financing Timeline - Jason
 - CIP Discussion & Road Assessment - Keith/Melissa
 - Establish Solid Waste Fees - Nickie/Adam
 - PD Pension - Cindy
 - Mission Hills Budget - Chief

In Progress

- Summer Programs & Registration - Meghan (04/25)
- Annual statutory maintenance program - Meghan (4/25)
- 2026 Budget Process - Staff (04/25)
 - Healthcare/Benefit Costs - Cindy/Tim
 - Merit Pool - Dept. Heads
- Outdoor Warning Siren Replacement/90th & Roe - Tim (03/25)
- Large Item Pickup Coordination/Promotion - Adam/Ashley (03/25)
 - Sleepyhead Mattress Recycling
- New Committee Member Orientation - Staff/Committee Chairs (03/25)
 - Waiver Form
 - Code of Conduct
 - Video of CP-001
 - Video of KOMA Requirements

- Website Update
- 2024 Financial Audit
- Pool Open Planning and Preparation - Meghan (03/25)
- Non-selected Committee Applications to Council - Adam (03/25)
- Preparing Annual Police Pension Statements - Cindy (02/25)
- Lifeguard and Pool Operational Staff Hiring - Meghan/Suzanne (01/25)
- 4th Quarter Financial Report - Jason (01/25)
- Newsletter printing and mailing RFP - Ashley (11/24)
- Outdoor Warning Siren Replacement 79th & Roe - Tim (05/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)

Completed

- 2025-2026 Insurance Renewal Presentation - Jason (04/25)
- Seven Days Proclamation - Meghan (04/25)
- May/June Village Voice - Ashley (04/25)
- 1st Quarter KORA Requests to Council - Adam (04/25)
- 1st Quarter Crime Stats - Chief (04/25)
- Annual ARPA Expenditure Report - Nickie/Jason (04/25)
- Composting pilot proposal - Meghan/Ashley (4/25)
- 75th Anniversary planning kickoff - Meghan (4/25)
- 2026 Budget Process - Staff (04/25)
 - Department Budget Reviews by Line Item - Dept Heads
 - Equipment Reserve Fund - Dept. Heads
- Tomahawk Speed Reduction/Ordinance Change - Chief/Keith (03/25)
- Insurance Renewal Reports - Staff (03/25)
- Annual Volunteer Committee Appointments - Staff (02/25)
- 2024 Audit Preparation - Jason (02/25)

Removed

- Council Work Session - Meghan (01/25)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)

Ongoing

- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)

On Hold

- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24) [Grant funding in question after Federal Executive Order]
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22) [Grant funding in question after Federal Executive Order]

Tabled initiatives

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