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<http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Tuesday, February 17, 2026
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

- NAACP presentation – Willie Woods / Wandra Minor

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 February 17. 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 councilmember 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 – February 2, 2026
2. Consider approval of expenditure ordinance #3059
3. Consider financial donation to Shawnee Mission East PTA for senior after-graduation party
4. Consider changes to CP001 – City Committees
5. Consider appointment of committee members
6. Consider design agreement with Trekk Design Group, LLC for the design of the 83rd Street and Nall Avenue signal (83ST0003)
7. Consider interlocal agreement with the City of Overland Park for signal replacement on traffic signals shared with Prairie Village
8. Consider approval of Windsor Park play equipment (BG900005)
9. Consider interlocal agreement with Johnson County for Project DRAIN-26X: Culvert Replacements
10. Consider approval of the design agreement for the Prairie Village “Safe Streets and Roads for All” project with Kimley-Horn
11. Consider mattress removal and reuse agreement with Sleepyhead Beds

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

2025 Forfeiture Trust Fund annual report - Chief McCullough

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2026-10 Consider approval of an agreement with Group Creative Services for development of the public arts master plan
Nickie Lee

COU2026-11 Consider design agreement with Affinis Corporation for the design of the 2026 residential street program (PAVP2026)
Melissa Prenger

COU2026-12 Consider construction contract with Superior Bowen for the 2026 residential street rehabilitation program (PAVP2026)
Melissa Prenger

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

COU2026-13 2027 budget calendar
Jason Hannaman

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@pykansas.com.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
FEBRUARY 2, 2026**

The City Council of Prairie Village, Kansas, met in regular session on Monday, February 2, at 6:00 p.m. Mayor Mikkelsen presided.

ROLL CALL

Roll was called by the city clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Shelby Bartelt, Nathan Vallette, Tyler Agniel; Nick Reddell; Betsy Lawrence, Ian Graves and Jim Sellers. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Reddell made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel and passed 11-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- County Commissioner Becky Fast gave a presentation on activities taking place in Johnson County.
- Mr. Nelson read a proclamation declaring February as Black History Month in Prairie Village.

PUBLIC PARTICIPATION

- The following individuals expressed their opposition to the proposed immigration enforcement resolution:
 - Jim Rosberg, Ward 1
 - Barbara Cantrell, Ward 4



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- The following individuals expressed their support for the proposed immigration enforcement resolution:
 - Rick Wohlfarth, Ward 4
 - Maragaret Thomas, Ward 5
 - Anne Melia, Ward 6
 - Ed Stevenson, Ward 5
- Pam Justus, Ward 6, and Jan Lane, Ward 1, shared their concerns regarding city spending
- Ted Fritz, Ward 2, stated that he believed the Corinth Library did not need to be rebuilt.

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 - January 20, 2026
2. Consider approval of expenditure ordinance #3058
3. Consider amendment #4 renewing the agreement with Witt O'Brien's, LLC to provide consulting services to the city regarding the use of American Rescue Plan Act funds
4. Consider purchase of a new outdoor warning siren
5. Consider agreement with the Johnson County Parks and Recreation District to host a 75th anniversary event at Meadowbrook Park
6. Consider approval of the 2026 day camp agreement with the Johnson County Parks and Recreation District
7. Consider agreement with the Kansas City Crime Commission for the 2026 TIPS Hotline Crime Stoppers Program

Mr. Reddell made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": Robinson, O'Toole, Selders, Nelson, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed 11-0.

COMMITTEE REPORTS

- Mr. Sellers provided a summary of the January 28 environmental committee meeting.

MAYOR'S REPORT

- The Mayor shared information about events that had taken place since the prior council meeting:
 - The Northeast Johnson County Chamber of Commerce's Leadership Academy bus tour



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- D.A.R.E. graduations at both St. Ann and Tomahawk Elementary Schools
- A sports tourism meeting at Meadowbrook Park
- A Prairie Village Foundation meeting
- A Ukrainian delegation visited city hall through the Global Ties organization
- A retirement celebration for Police Captain Adam Taylor
- A St. Olaf Choir performance at Village Presbyterian Church
- The Mayor shared information about the following upcoming events:
 - A ribbon-cutting ceremony for Club Pilates on February 11
 - MARC Board and Total Transportation Policy Committee meetings
 - Lunch with Mission Hills Mayor Andy Weed
 - The city's 75th anniversary 5K run on March 28
- The Mayor also noted the following:
 - Prairie Village native Laura Stiles flew to space on a Blue Origins rocket
 - Paul Schliffke, son of former Mayor Carl Schliffke, reached out to share historical information about the city's incorporation.
 - A "Golf TRK" golf simulation business would be opening in the Village Shops

STAFF REPORTS

- Mr. Geffert provided an update on the 2026 property tax rebate program, which had begun accepting application on January 13.
- Mr. Jordan passed around an annual report document from the Johnson County Community College, noting that staff was considering reducing the size of the city's annual report into something shorter and more readable.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

COU2026-06 Consider appointment of Andrew Logan to City Council Ward 3

Mayor Mikkelson recommended Andy Logan for the Ward 3 councilmember vacancy, noting that his credentials, experience and community service made him the right choice for the city. He also explained the process by which a nominee was selected. Following widespread media coverage and communication about the vacancy encouraging applications, feedback and input on the applicants was solicited and received from residents, staff and councilmembers. References in the community were checked. Of the eight applications received, five applicants were interviewed by the Mayor prior to a recommendation being made. The Mayor noted that the same process had been used to fill council vacancies in the past.



Mr. Reddell made a motion to approve the Mayor's appointment of Andrew Logan to the vacant council seat in Ward 3. The motion was seconded by Mr. Agniel and passed 11-0.

After approval by the council, Mayor Mikkelson swore in Mr. Logan.

COU2026-05 Consider amendments to Chapter XI, Article 16 - Unmanned Aerial Vehicles

Mr. Aggen said that a resident had reached out with concerns that the city was regulating unmanned aerial vehicles (UAVs, or drones) differently than the Federal Aviation Administration (FAA), which had greater authority over them. The FAA recommended best practices and limits to what local governments could regulate concerning the operation of UAVs. These best practices included avoiding preemption of federal regulations and statutes, and restrictions on what height of airspace a local government could regulate.

After consultation with counsel for the FAA, staff recommended that the regulation of UAVs be limited to the first 200 feet of airspace above the city. Additionally, amendments were inserted into certain sections to clarify the reasoning for some regulations, and a provision was added enabling law enforcement to have extra flexibility during special events, such as the World Cup.

Mr. Aggen noted that the council committee of the whole and recommended approval of the amendments at its January 20, 2026 meeting.

Mr. Nelson made a motion to approve the proposed ordinance amending Chapter XI governing the regulation of unmanned aerial vehicles. The motion was seconded by Mr. Vallette. A roll call vote was taken with the following votes cast: "aye": Robinson, O'Toole, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers; "nay": Selders. The motion passed 11-1.

COU2026-07 Consider purchase of two replacement Freightliner dump trucks and two additional wing plows

Mr. Bredehoeft said that the proposed purchase would replace two existing dump trucks that had reached end of life. He noted that public works had a total of four dump trucks that were used on a daily basis for maintenance operations at facilities, parks, streets, and for snow plowing.

Mr. Bredehoeft stated that public works had historically only had two trucks with wing plows added, but that staff recommended that two additional wing plows be added to the trucks that were approved for purchase two years ago. These additional wing plows would increase efficiency during snow plowing operations. If approved, the wing plows would be installed during the summer and be ready for use next winter.



\$500,000 had been budgeted for the two trucks in the equipment reserve fund, but due to surging prices, the cost had increased to \$554,610.18. Mr. Bredehoeft said that the additional amount would be paid through the CIP fund. The cost of the two wing plows totaled \$31,025.70, which would also be covered with CIP funds.

Mr. Nelson made a motion to approve the purchase of two replacement Freightliner dump trucks and equipment for \$554,610.18, and the purchase of two additional wing plows for \$31,025.70. The motion was seconded by Mr. Agniel and passed unanimously.

COU2026-08 Discuss and approve questions for the 2026 citizen satisfaction survey

Mr. Jordan said that at its January 5, 2026 meeting, council approved moving forward with the ETC group to develop a citizen satisfaction survey. An initial review and discussion of survey questions was held by the council committee of the whole on January 20, 2026. Mr. Jordan noted that the current discussion would focus on finalizing survey question 23. The list of council submitted items for question 23 (listed below) would need to be reduced to 7-10 options for inclusion in the final survey:

Q23. When thinking about Prairie Village five years from now, which THREE items below will be the most critical items for the city to emphasize?

- 1. Invest in environmental and sustainability efforts*
- 2. Reexamine opportunities for an indoor recreation and community center*
- 3. Replace aging trees*
- 4. Explore opportunities for attainable housing*
- 5. Expand parks and recreation programs and events*
- 6. Explore ways to preserve the City's current housing stock*
- 7. Explore public/private partnership opportunities for a land trust program*
- 8. Maintain neighborhood character during redevelopment*
- 9. Invest in stormwater and core infrastructure*
- 10. Improve traffic calming and pedestrian safety*
- 11. Ensure long-term fiscal sustainability*
- 12. Enhance city communication and public engagement*
- 13. Explore opportunities to acquire land near the city campus as it becomes available*
- 14. Explore opportunities to expand neighborhood-scale commercial options*
- 15. Maintain investment and improvements in the current park system*
- 16. Other: _____*

A straw poll vote on each item was taken to determine which should be included in the survey, with the following ten questions selected:

1. Invest in environmental and sustainability efforts



2. Reexamine opportunities for an indoor recreation and community center
3. Explore opportunities for attainable housing
4. Expand parks and recreation programs and events
5. Explore ways to preserve the city's current housing stock
6. Maintain neighborhood character during redevelopment
7. Invest in stormwater and core infrastructure
8. Improve traffic calming and pedestrian safety
9. Ensure long-term fiscal sustainability
10. Maintain investment and improvements in the current park system
11. Other: _____

Mr. Graves made a motion to approve the citizen satisfaction survey with the items selected by council for question 23. Mr. Nelson seconded the motion, which passed unanimously.

COU2026-09 Consider immigration enforcement resolution

Ms. Lawrence said that she had drafted the resolution with the goal of creating a document that could be supported unanimously by councilmembers. She stated that the "Whereas" sections were a factual account of the issues that were occurring in the City of Minneapolis, MN, between federal customs enforcement officers and residents. The "Now, therefore" sections were to express sympathy to those affected by the events, affirm the importance of human dignity, safety, and equitable justice, urge prompt, transparent investigations, stress de-escalation and cooperation, and reaffirm a commitment to the first amendment and public safety.

Ms. Lawrence made a motion to adopt the resolution as presented in the packet, while also incorporating language proposed by Mr. O'Toole in his alternate motion. Mr. Vallette seconded the motion.

Mr. O'Toole stated that he didn't feel comfortable taking a political stance as a governing body with regard to the events happening in Minneapolis.

Ms. Bartelt said that she had received support for the resolution from several constituents.

Mr. Vallette said that he felt the resolution spoke to civil liberties, humanity and support of the constitutional rights of American citizens. He added that he was supportive of incorporating Mr. O'Toole's proposed language.

Mr. Logan stated that he felt adding Mr. O'Toole's language resulted in a balanced statement that expressed concern for the events in Minneapolis but also showed strong support for law enforcement and first responders.



After further discussion, a roll call vote on the motion to combine the two resolutions into one was taken with the following votes cast: “aye”: Robinson, O’Toole, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

There were no items to come before the council committee of the whole.

EXECUTIVE SESSION

At 8:23 p.m., Mr. Robinson made the following motion:

“I move the city council recess into an executive session for a period of 15 minutes to discuss matters relating to security measures, pursuant to K.S.A. 75-4319(b)(12). The governing body, city administrator, deputy city administrator, assistant city administrator, police chief, police captain, and city attorney will be present. The open meeting will resume at 8:38 p.m.”

Mr. Nelson seconded the motion, which passed unanimously.

ANNOUNCEMENTS

Announcements were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:39 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

February 17, 2026

Copy of Ordinance
3059

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

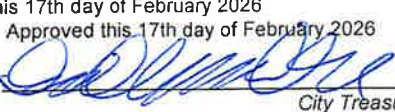
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
34393-34411	1/9/2026	237,740.61	
34412-34525	1/16/2026	1,789,030.36	
34526-34535	1/23/2026	26,493.94	
34536-34617	1/30/2026	757,715.13	
Payroll Expenditures			
1/9/2026		522,012.86	
1/23/2026		535,301.04	
Electronic Payments			
	1/1/2026	733.92	
	1/6/2026	7,262.63	
	1/7/2026	10,586.40	
	1/9/2026	61.90	
	1/12/2026	7,324.07	
	1/13/2026	3,233.64	
	1/14/2026	641.59	
	1/21/2026	1.81	
	1/23/2026	1,300,000.00	
	1/27/2026	41,559.88	
TOTAL EXPENDITURES:			5,239,699.78
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			5,239,699.78

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

Passed this 17th day of February 2026

Signed or Approved this 17th day of February 2026

ATTEST:


City Treasurer

ATTEST:


Finance Director

Payroll Date:	1/9/2026
Total Amount ADP Debited From PV Accounts	\$ 419,097.79
M,N-(K) KPERS Employer	\$ 26,765.56
(K) KPERS Employee	\$ 15,164.63
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 24,957.27
(L) DC457 Employee Contribution	\$ 18,158.86
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 9,637.93
(P) POLPEN Police Pension Employee	\$ 6,517.72
	<u>\$ 522,012.86</u>

Payroll Date:	1/23/2026
Total Amount ADP Debited From PV Accounts	\$ 431,573.55
M,N-(K) KPERS Employer	\$ 26,635.45
(K) KPERS Employee	\$ 15,090.90
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 25,526.07
(L) DC457 Employee Contribution	\$ 18,232.09
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 10,012.16
(P) POLPEN Police Pension Employee	\$ 6,517.72
	<u>\$ 535,301.04</u>

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	<u>\$ -</u>

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	945	UMB Bank ACH	01/01/2026	0.00	733.92
Total for 1/1/2026:				0.00	733.92
ACH	311	ADP Electronic Debit	01/06/2026	0.00	7,262.63
Total for 1/6/2026:				0.00	7,262.63
ACH	9	Evergy - KCPL - ACH	01/07/2026	0.00	10,586.40
Total for 1/7/2026:				0.00	10,586.40
ACH	1248	Bluefin Payment Systems	01/09/2026	0.00	61.90
34393	4090	Sirena L Beyer	01/09/2026	0.00	415.00
34394	156	Blue Cross Blue Shield of Kansas City	01/09/2026	0.00	161,344.22
34395	1672	Comcate Software Inc	01/09/2026	0.00	8,979.31
34396	3511	Nora Cooper	01/09/2026	0.00	2,778.00
34397	813	Eastern Kansas Government Finance Office	01/09/2026	0.00	240.00
34398	245	Easy Ice LLC	01/09/2026	0.00	75.21
34399	3731	Egress Software Technologies Inc	01/09/2026	0.00	10,399.40
34400	2898	Evergy - KCPL	01/09/2026	0.00	416.99
34401	3922	Fidelity Security life Insurance Company	01/09/2026	0.00	970.16
34402	3781	Frank P. Gilman, PA	01/09/2026	0.00	1,434.00
34403	3184	International Identification Inc	01/09/2026	0.00	775.00
34404	41	Kansas Gas Service	01/09/2026	0.00	2,276.62
34405	375	League of Kansas Municipalities	01/09/2026	0.00	22,982.16
34406	2994	Stuart J Little	01/09/2026	0.00	3,125.00
34407	773	National League of Cities	01/09/2026	0.00	2,256.00
34408	72	Staples Business Advantage	01/09/2026	0.00	474.03
34409	172	Sumner One	01/09/2026	0.00	6,825.00
34410	3183	TriTech Software Systems	01/09/2026	0.00	11,832.84
34411	111	WaterOne	01/09/2026	0.00	141.67
Total for 1/9/2026:				0.00	237,802.51
ACH	9	Evergy - KCPL - ACH	01/12/2026	0.00	7,324.07
Total for 1/12/2026:				0.00	7,324.07
ACH	1248	Bluefin Payment Systems	01/13/2026	0.00	61.90
ACH	1248	Bluefin Payment Systems	01/13/2026	0.00	123.80
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	01/13/2026	0.00	3,047.94
Total for 1/13/2026:				0.00	3,233.64
ACH	841	Elavon	01/14/2026	0.00	606.24

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	841	Elavon	01/14/2026	0.00	35.35
Total for 1/14/2026:				0.00	641.59
34412	3717	ADA Enterprises Inc	01/16/2026	0.00	1,558.16
34413	78	Affinis Corp	01/16/2026	0.00	23,042.06
34414	2265	All City Management Services Inc	01/16/2026	0.00	2,904.93
34415	2392	Allegiant Networks LLC	01/16/2026	0.00	2,316.55
34416	2330	Allied Services LLC	01/16/2026	0.00	176,197.86
34417	4037	Angel Armor LLC	01/16/2026	0.00	8,319.48
34418	534	Arbor Masters Tree & Landscape	01/16/2026	0.00	3,700.00
34419	1618	Arrowhead Scientific Inc	01/16/2026	0.00	181.11
34420	4097	Back Alley Brass Band	01/16/2026	0.00	1,000.00
34421	114	Blue Valley Public Safety Inc	01/16/2026	0.00	4,170.00
34422	4094	Bluebeam Inc	01/16/2026	0.00	1,430.00
34423	2311	Boelte-Hall LLC	01/16/2026	0.00	144.00
34424	4096	Briarwood Elementary PTA	01/16/2026	0.00	894.77
34425	101	C&R Johnson County Key Service	01/16/2026	0.00	35.00
34426	442	City Attorney Association of Kansas	01/16/2026	0.00	35.00
34427	3110	City Wide Maintenance Company Enterpris	01/16/2026	0.00	10,730.00
34428	3439	CivicPlus LLC	01/16/2026	0.00	29,092.00
34429	2512	Clark Enersen Partners Inc	01/16/2026	0.00	16,000.00
34430	605	Columbia Capital Management LLC	01/16/2026	0.00	38,062.50
34431	4095	Comprehensive Arts Institute	01/16/2026	0.00	250.00
34432	3568	Consolidated Fire District 2	01/16/2026	0.00	3,069.00
34433	3511	Nora Cooper	01/16/2026	0.00	2,778.00
34434	2024	Custom Lighting Services LLC	01/16/2026	0.00	7,062.00
34435	158	Delta Dental of Kansas	01/16/2026	0.00	7,118.83
34436	245	Easy Ice LLC	01/16/2026	0.00	245.25
34437	1118	EE Reimbursement	01/16/2026	0.00	66.00
34438	119	EE Reimbursement	01/16/2026	0.00	132.00
34439	123	EE Reimbursement	01/16/2026	0.00	378.00
34440	2462	EE Reimbursement	01/16/2026	0.00	88.00
34441	2942	EE Reimbursement	01/16/2026	0.00	378.00
34442	2960	EE Reimbursement	01/16/2026	0.00	160.00
34443	2979	EE Reimbursement	01/16/2026	0.00	88.00
34444	3156	EE Reimbursement	01/16/2026	0.00	110.00
34445	3235	EE Reimbursement	01/16/2026	0.00	110.00
34446	3858	EE Reimbursement	01/16/2026	0.00	110.00
34447	3862	EE Reimbursement	01/16/2026	0.00	66.00
34448	3864	EE Reimbursement	01/16/2026	0.00	22.00
34449	3969	EE Reimbursement	01/16/2026	0.00	66.00
34450	756	EE Reimbursement	01/16/2026	0.00	208.00
34451	121	EE Reimbursement.	01/16/2026	0.00	66.00
34452	2980	Enterprise FM Trust	01/16/2026	0.00	18,103.51
34453	2666	Fiber Platform LLC	01/16/2026	0.00	700.00
34454	1031	Financial Printing Resource Inc	01/16/2026	0.00	650.00
34455	88	First Call	01/16/2026	0.00	958.77
34456	85	Force America Inc	01/16/2026	0.00	36.51
34457	3781	Frank P. Gilman, PA	01/16/2026	0.00	1,434.00
34458	944	Gilmore & Bell PC	01/16/2026	0.00	88,500.00
34459	1898	Global Retail Investors LLC	01/16/2026	0.00	194,000.00
34460	1899	Global Retail Investors LLC	01/16/2026	0.00	221,000.00
34461	3806	Sean Gordon	01/16/2026	0.00	3,000.00
34462	1032	Grant Street Group	01/16/2026	0.00	2,250.00
34463	4085	Green Pro Solutions	01/16/2026	0.00	573.81
34464	384	GT Distributors	01/16/2026	0.00	10,325.66

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34465	3569	Heartland Traffic Services Inc	01/16/2026	0.00	20,455.67
34466	3632	Holmes Murphy and Associates	01/16/2026	0.00	11,250.00
34467	8	Information Network of Kansas	01/16/2026	0.00	76.43
34468	2316	Integrity Locating Services LLC	01/16/2026	0.00	3,176.95
34469	3472	J Webb Inc	01/16/2026	0.00	47.50
34470	511	Johnson County Mental Health Center	01/16/2026	0.00	13,892.89
34471	3732	K&M Office Products Inc	01/16/2026	0.00	1,556.45
34472	50	Kansas Association of City/County Manage	01/16/2026	0.00	900.00
34473	194	Kansas Mayors Association	01/16/2026	0.00	50.00
34474	2335	Kansas One-Call System Inc	01/16/2026	0.00	288.61
34475	2956	Kansas State Attorney General's Office	01/16/2026	0.00	180.00
34476	147	Kansas State Treasurer	01/16/2026	0.00	11,264.70
34477	1168	Kaw Valley Engineering Inc	01/16/2026	0.00	2,854.75
34478	4024	KC Can Compost	01/16/2026	0.00	1,844.00
34479	97	Lawrence Pest Control Company Inc	01/16/2026	0.00	360.00
34480	549	Leads On Line LLC	01/16/2026	0.00	3,922.00
34481	92	Lexington Plumbing and Heating Company	01/16/2026	0.00	2,023.00
34482	3729	LexisNexis Risk Data Management LLC	01/16/2026	0.00	859.33
34483	3302	Linde Gas & Equipment inc	01/16/2026	0.00	98.41
34484	1335	Martin Luther King Legacy & Scholarship .	01/16/2026	0.00	900.00
34485	2561	Merriam City of	01/16/2026	0.00	506.03
34486	312	Mission City of	01/16/2026	0.00	107,086.42
34487	275	Missouri Door Co. Inc.	01/16/2026	0.00	528.43
34488	2039	MJV-A LLC	01/16/2026	0.00	78.00
34489	1019	Moody's Investors Service	01/16/2026	0.00	37,500.00
34490	1054	Multistudio, Inc.	01/16/2026	0.00	18,106.50
34491	100	O'Dell Service Company Inc	01/16/2026	0.00	15,169.00
34492	808	Otis Elevator Co	01/16/2026	0.00	5,897.52
34493	27	Overland Park City Of Attn: Finance	01/16/2026	0.00	3,703.71
34494	2539	Pneu-Dart Inc	01/16/2026	0.00	1,984.18
34495	2744	Pro Circuit Inc	01/16/2026	0.00	350.77
34496	1007	Rejis Commission	01/16/2026	0.00	1,398.07
34497	1562	Rosehill Gardens	01/16/2026	0.00	69,816.60
34498	3982	Rush Truck Centers of Kansas, Inc.	01/16/2026	0.00	645.00
34499	102	Safety-Kleen Systems Inc	01/16/2026	0.00	3,715.12
34500	2600	Saltus Technologies LLC	01/16/2026	0.00	6,725.00
34501	73	SBCO	01/16/2026	0.00	10,021.51
34502	4062	Single Source Printing LLC	01/16/2026	0.00	4,920.00
34503	2667	SiteOne Landscape Supply Holding LLC	01/16/2026	0.00	490.17
34504	1033	Standard & Poor's Financial Services LLC	01/16/2026	0.00	1,163.00
34505	3712	StormWind LLC	01/16/2026	0.00	990.00
34506	279	Sunflower Equipment LLC	01/16/2026	0.00	322.35
34507	2246	Superior Bowen Asphalt Company LLC	01/16/2026	0.00	401,943.52
34508	3436	Sydney G Williams	01/16/2026	0.00	100.00
34509	3080	The Great Frame Up	01/16/2026	0.00	410.60
34510	3718	Traffic Control Corp	01/16/2026	0.00	3,900.00
34511	3138	Traffic Control Services Inc	01/16/2026	0.00	162.50
34512	2568	TREKK Design Group LLC	01/16/2026	0.00	7,259.50
34513	1258	TurnKey Mobile Inc	01/16/2026	0.00	1,881.00
34514	3103	TWAS Topco LP	01/16/2026	0.00	400.00
34515	2047	United Rentals (North America) Inc	01/16/2026	0.00	429.00
34516	2820	V F Anderson Builders LLC	01/16/2026	0.00	4,050.00
34517	304	Vance Brothers LLC	01/16/2026	0.00	18,217.08
34518	1042	Verizon Wireless	01/16/2026	0.00	1,000.33
34519	3415	James Ward	01/16/2026	0.00	500.00
34520	111	WaterOne	01/16/2026	0.00	1,306.39
34521	2243	WCI Inc	01/16/2026	0.00	93,313.79

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34522	737	West Publishing Corp	01/16/2026	0.00	800.53
34523	99	Work Zone Inc	01/16/2026	0.00	583.75
34524	269	WW Grainger Inc	01/16/2026	0.00	140.84
34525	2700	Zones IT Solutions Inc	01/16/2026	0.00	1,596.70
Total for 1/16/2026:				0.00	1,789,030.36
ACH	310	Kansas Department of Revenue - "online p	01/21/2026	0.00	1.81
Total for 1/21/2026:				0.00	1.81
ACH	1288	BMO Harris Bank NA- ACH	01/23/2026	0.00	1,300,000.00
34526	3893	222394536 Delaware LLC	01/23/2026	0.00	250.00
34527	2898	Evergy - KCPL	01/23/2026	0.00	28.44
34528	388	Fun Services of Kansas City	01/23/2026	0.00	9,665.00
34529	3763	Hunter Law Group, P.A.	01/23/2026	0.00	10,991.00
34530	1230	J&J Printing Inc	01/23/2026	0.00	48.25
34531	23	Johnson County Sherriff's Office Fiscal Uni	01/23/2026	0.00	4,590.00
34532	84	Johnson County Wastewater	01/23/2026	0.00	754.03
34533	213	Legal Record	01/23/2026	0.00	53.92
34534	4098	Signature Logo	01/23/2026	0.00	84.11
34535	111	WaterOne	01/23/2026	0.00	29.19
Total for 1/23/2026:				0.00	1,326,493.94
ACH	945	UMB Bank ACH	01/27/2026	0.00	41,559.88
Total for 1/27/2026:				0.00	41,559.88
34536	2542	ABC Tire LLC	01/30/2026	0.00	162.00
34537	2265	All City Management Services Inc	01/30/2026	0.00	2,404.08
34538	2392	Allegiant Networks LLC	01/30/2026	0.00	160.76
34539	4099	Arrowhead Franchising LLC	01/30/2026	0.00	9,608.67
34540	3929	Josh Atkinson	01/30/2026	0.00	592.20
34541	2407	Axon Enterprise Inc	01/30/2026	0.00	333,427.98
34542	3342	Sharon Louise Barnes	01/30/2026	0.00	915.07
34543	3346	Terryl Belden	01/30/2026	0.00	557.44
34544	4109	Ruth Blick	01/30/2026	0.00	891.05
34545	156	Blue Cross Blue Shield of Kansas City	01/30/2026	0.00	164,646.18
34546	3089	Bob Allen Ford Inc	01/30/2026	0.00	391.25
34547	4103	Robert Braun	01/30/2026	0.00	727.29
34548	3962	George R. Carr	01/30/2026	0.00	550.90
34549	790	Cellco Partnership	01/30/2026	0.00	366.81
34550	3369	Cengage Learning Inc	01/30/2026	0.00	300.00
34551	3759	Charter Communications Holdings, LLC	01/30/2026	0.00	138.02
34552	3329	Margaret Chase	01/30/2026	0.00	782.92
34553	4110	Pamela S Clinkenbeard	01/30/2026	0.00	579.98
34554	4104	Karen A Collins	01/30/2026	0.00	719.50
34555	3992	Valerie Dartt	01/30/2026	0.00	530.04
34556	3534	William Duckett	01/30/2026	0.00	570.91
34557	1572	EE Reimbursement	01/30/2026	0.00	100.00
34558	2344	EE Reimbursement	01/30/2026	0.00	1,094.00
34559	3954	EE Reimbursement	01/30/2026	0.00	66.00
34560	3847	Elite Exercise Equipment LLC	01/30/2026	0.00	195.00
34561	3335	Ron Errigo	01/30/2026	0.00	560.79
34562	4100	ET Entertainment, LLC	01/30/2026	0.00	423.50

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34563	88	First Call	01/30/2026	0.00	212.79
34564	86	Goodyear Auto Service Center	01/30/2026	0.00	369.08
34565	4085	Green Pro Solutions	01/30/2026	0.00	571.82
34566	384	GT Distributors	01/30/2026	0.00	485.40
34567	4108	Judy Holter	01/30/2026	0.00	779.55
34568	3542	Jacquita James	01/30/2026	0.00	904.33
34569	65	Johnson County Police Chief's and Sheriff's	01/30/2026	0.00	200.00
34570	372	Johnson County Top Soil & Landscape mat	01/30/2026	0.00	795.50
34571	84	Johnson County Wastewater	01/30/2026	0.00	34.76
34572	3333	Frank Kalich	01/30/2026	0.00	562.90
34573	1634	Kansas Heavy Const LLC	01/30/2026	0.00	43,658.35
34574	316	Kansas Municipal Judges Association	01/30/2026	0.00	50.00
34575	3557	Kevin D. Kennedy	01/30/2026	0.00	751.11
34576	258	Key Equipment & Supply Co	01/30/2026	0.00	186.23
34577	3602	Kruse Corporation	01/30/2026	0.00	4,800.00
34578	205	Lawson Products	01/30/2026	0.00	800.89
34579	4102	Jerald Levitch	01/30/2026	0.00	517.18
34580	92	Lexington Plumbing and Heating Company	01/30/2026	0.00	1,439.00
34581	3302	Linde Gas & Equipment inc	01/30/2026	0.00	101.39
34582	4101	Connie Link	01/30/2026	0.00	735.94
34583	883	McAnany Construction Inc	01/30/2026	0.00	39,816.86
34584	4107	Tom McMahon	01/30/2026	0.00	714.44
34585	1892	MECKC	01/30/2026	0.00	660.00
34586	2958	Midwest Shredding Service LLC	01/30/2026	0.00	142.50
34587	312	Mission City of	01/30/2026	0.00	5,067.00
34588	2645	Rita Monahan	01/30/2026	0.00	639.63
34589	3936	Timothy Mullarky	01/30/2026	0.00	605.07
34590	25	Office Depot	01/30/2026	0.00	126.62
34591	2072	Olsson Associates	01/30/2026	0.00	14,380.47
34592	3352	Opengov Inc	01/30/2026	0.00	29,942.00
34593	2141	Pre-Paid Legal Services Inc	01/30/2026	0.00	553.25
34594	4078	Primary Arms, LLC	01/30/2026	0.00	3,942.16
34595	2744	Pro Circuit Inc	01/30/2026	0.00	1,843.77
34596	3657	Project Advocates LLC	01/30/2026	0.00	4,579.07
34597	207	Purchase Power	01/30/2026	0.00	54.19
34598	1993	Rainbow Tree Company	01/30/2026	0.00	5,973.92
34599	3947	Renaissance Life and Health Insurance Co	01/30/2026	0.00	14,555.65
34600	3536	Nancy Kepner Robinson	01/30/2026	0.00	644.25
34601	609	Rita Rosano	01/30/2026	0.00	588.41
34602	73	SBCO	01/30/2026	0.00	207.00
34603	3529	John Allan Siebert	01/30/2026	0.00	522.24
34604	4105	Michael A Smith	01/30/2026	0.00	566.70
34605	2565	Snap-On Inc	01/30/2026	0.00	1,375.28
34606	3328	Mary Stapleton	01/30/2026	0.00	502.63
34607	3540	Charles H Stitt	01/30/2026	0.00	774.49
34608	3332	Sherry Streufert	01/30/2026	0.00	710.00
34609	3522	Target Solutions Learning	01/30/2026	0.00	9,832.50
34610	3530	Michael D Torres	01/30/2026	0.00	555.31
34611	2568	TREKK Design Group LLC	01/30/2026	0.00	10,714.42
34612	238	United Community Services of Johnson Co	01/30/2026	0.00	11,500.00
34613	1042	Verizon Wireless	01/30/2026	0.00	3,320.88
34614	3349	Shirley Waring	01/30/2026	0.00	689.15
34615	836	Weather Or Not	01/30/2026	0.00	10,780.00
34616	3734	Steven Gerard Whalen	01/30/2026	0.00	551.96
34617	99	Work Zone Inc	01/30/2026	0.00	864.75
Total for 1/30/2026:				0.00	757,715.13

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
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Report Total (238 checks):	0.00	4,182,385.88
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MAYOR

City Council Meeting Date: February 17, 2026

CONSENT AGENDA: **Consider financial donation to Shawnee Mission East PTA for senior after-graduation party**

DISCUSSION

Consider a \$2,500 contribution to the Shawnee Mission East (SME) PTA for the after-graduation party for seniors.

BACKGROUND

In May, 418 students will graduate from Shawnee Mission East High School in Prairie Village. For the past 14 years, the SME PTA has provided a drug and alcohol-free party following the graduation ceremony to ensure the safety of students and celebrate their accomplishments. Approximately 99% of graduating seniors have historically attended the party, which includes dinner, games, and raffle items. All funds for the event are raised through corporate and personal donations. Staff estimates that nearly half of the 2026 graduating class are residents of Prairie Village.

ATTACHMENTS

Letter from Shawnee Mission East PTA

PREPARED BY

Meghan Buom
Assistant City Administrator
Date: February 9, 2026



February 1, 2026

Mayor Eric Mikkelson
Prairie Village City Hall
7700 Mission Road
Prairie Village, KS 66208

Dear Mayor Mikkelson,

We are writing to you to see if the City of Fairway would consider making a donation to the 2026 Shawnee Mission East Senior After Graduation Party.

In May, Shawnee Mission East will be graduating 418 students who will say goodbye to their senior year. We are asking for your support to help us celebrate our graduating seniors. For the past 14 years, the SME PTSA and the parents at Shawnee Mission East have put on a safe, drug and alcohol free graduation party at SME following the graduation ceremony. It is intended to be a well-deserved celebration of our seniors' achievements and acknowledgement of the years of hard work they put into completing their high school education. The After Grad party has a 99% attendance level by the Senior Class and the event includes dinner, games, various entertainment and raffle items. All of the funds for the event are raised by corporate and personal gifts.

We would love it if you would consider supporting our seniors, many who reside in the City of Fairway. Please consider a donation to help us provide a safe, substance-free celebration for our graduating class of 2026.

To support us you may donate by sending a check payable to SME PTSA to Lindsay Peattie 3220 W 83rd Ter, Leawood KS 66206. Be sure to reference "After Grad Party" in your donation.

Please let us know if there is anything else we could provide you further or if you have any questions. Thank you for your consideration.

A handwritten signature in black ink that reads "Betsy Ballard".

SME 2026 After Grad Co-Chair
Betsy Ballard
913.634.1228

A handwritten signature in black ink that reads "Lindsay Peattie".

SME 2026 After Grad Co-Chair
Lindsay Peattie
913.710.9348



ADMINISTRATION

Council Meeting Date: February 17, 2026
CONSENT AGENDA

Consider changes to CP001 - City Committees

RECOMMENDATION

Move for the Governing Body to approve revisions to Council Policy 001 entitled "City Committees."

BACKGROUND

The Diversity Committee unanimously approved a motion to add an additional four (4) members to the Committee. The Committee felt that the additional members would bring new ideas and assist with the mission of the Committee.

In addition, the Committee approved a motion to officially change the meeting time to 4:30 p.m.

New language below:

1. Diversity Committee

- a. The Diversity Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. **Thirteen (13)** additional voting members shall be appointed by the Mayor, with the consent of the City Council. In addition, the Chair will select a second Vice-Chair from the Committee members. The second Vice-Chair will be confirmed by the Committee and will serve a one-year term. A non-voting representative from the Police Department shall serve on the committee. There may be two non-voting youth representatives.
- b. The Diversity Committee will normally meet at **4:30** p.m. every month.

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
February 11, 2026



MAYOR

**Council Meeting Date: February 17, 2026
CONSENT AGENDA**

Consider appointment of committee members

RECOMMENDATION

Mayor Mikkelson requests council ratification of the appointment/reappointment of the following individuals:

Committee	First Name	Last Name	Term	New/Reappoint
Arts Council	Molly	Albers	2026-28	New
Arts Council	Joe	Hoffman	2026-28	New
Arts Council	Elizabeth	Sellers	2026-28	New
Arts Council	Ashley	Lata	2026-28	New
Arts Council	Bonnie	Limbird	2026-28	Reappointment
Arts Council	Abby	Magariel	2026-28	Reappointment
Parks and Recreation	Sarah	Granath	2026-27	New
Parks and Recreation	Mark	Finkelston	2026-27	New
Parks and Recreation	David	Gleason	2026-28	Reappointment
Parks and Recreation	Caety	Meyer	2026-28	Reappointment
Parks and Recreation	Matthew	Geary	2026-28	Reappointment
Parks and Recreation	Kevin	Murphy	2026-28	Reappointment
Parks and Recreation	Andrew	Mohn	2026-28	Reappointment
Environmental Committee	Mae Ellen	Terrebonne	2026-28	New
Environmental Committee	Garry	Polley	2026-28	New
Environmental Committee	Drew	Richardson	2026-27	New
Environmental Committee	Melinda	Lewis	2026-28	Reappointment
Environmental Committee	Piper	Reimer	2026-28	Reappointment
Environmental Committee	Johanna	Comes	2026-28	Reappointment
Environmental Committee	Rick	Wohlfarth	2026-28	Reappointment
Environmental Committee	Travis	Carson	2026-28	Reappointment
Insurance Committee	William "Bill"	Carlsen	2026-28	Reappointment
Tree Board	Andy	Bryant	2026-29	New
Tree Board	Mark	Morgan	2026-29	Reappointment
Tree Board	Lindsay	Voitik	2026-29	Reappointment
Diversity Committee	Kevin Jay	Kinsella	2026-28	New
Diversity Committee	Erin	Martinez-Manning	2026-28	New

Diversity Committee	Kassie	McClure	2026-28	New
*Diversity Committee	Ed	Stevenson	2026-28	New
*Diversity Committee	Ken	Sofer	2026-28	New
*Diversity Committee	Niclo	Hitchcock	2026-28	New
*Diversity Committee	Anne	Wisdom	2026-28	New

(*If the expansion of the Diversity Committee is approved, these individuals will also be appointed.)

BACKGROUND

The individuals listed above have expressed interest in service on the indicated Prairie Village committees. Committee chairs and staff have reviewed all applications, met with the individuals and desire to have these committee members appointed. New volunteer applications are attached.

ATTACHMENTS

New Volunteer Applications

PREPARED BY

Adam Geffert

City Clerk

Date: February 11, 2026

Full Name

Molly Albers

Select your City Ward

Ward 3

Please select your FIRST committee choice

Arts Council

Please select your SECOND committee choice

Diversity Committee

Please select your THIRD committee choice

Parks & Recreation

Please tell us about yourself, listing any special skills or experiences you have.

Lifelong Ward 3 Prairie Village resident and local photographer (IG: mollyalbersphotography). Adoring of culture. A believer that art exists all around us, in both the most conventional and unconventional ways. A lover of the artistic process and the unique beauty every artist brings to life. A student of the human experience as told through and shaped by art of all media. I would like to be a part in continuing to see the beauty of Prairie Village enhanced by meaningful artistic endeavors.

Full Name

Joe Hoffman

Select your City Ward

Ward 2

Please select your FIRST committee choice

Arts Council

Please select your SECOND committee choice

Tree Board

Please select your THIRD committee choice

Environmental Committee

Please tell us about yourself, listing any special skills or experiences you have.

An illustration and graphic design graduate of KCAI, I have been working in the field of visual communication arts for the past 30+ years. I have lived in PV since Sept. 2000 but have been intimately acquainted and familiar with this town since I was born due to the fact that my grandparents retired to PV in 1973. I've spent countless hours and miles walking through the tree-lined canopy of this urban oasis my entire life. Should the right opportunity arise, I'd be honored to volunteer my time.

Full Name

Mrs Elizabeth Sellers

Select your City Ward

Ward 6

Please select your FIRST committee choice

Arts Council

Please select your SECOND committee choice

Arts Council

Please select your THIRD committee choice

Arts Council

Please tell us about yourself, listing any special skills or experiences you have.

I'm an avid art enthusiast and collector. I studied art history in Paris, France at The Sorbonne University. I've met many local artists when we lived in the Crossroads district before moving to Prairie Village and now I'd love the chance to be a part of my own city's Arts Council!

Full Name

Artist Ashley Lata

Select your City Ward

Ward 3

Please select your FIRST committee choice

Arts Council

Please select your SECOND committee choice

75th Anniversary Committee

Please select your THIRD committee choice

Environmental Committee

Please tell us about yourself, listing any special skills or experiences you have.

Greetings! I am an abstract artist working and living in our wonderful city of Prairie Village. Formally a Special Education teacher, turned stay at home mom and now living my dream as a working artist. I have been painting my entire life, but it was during COVID when I rediscovered my love for painting and managed to gain traction in our community as a local artist through my IG page: AshleyLata_art. I have been booked solid for 3 years. I also love traveling, tennis and exploring local spots!

Full Name

Mrs. Sarah Granath

Select your City Ward

Ward 4

Please select your FIRST committee choice

Parks & Recreation

Please select your SECOND committee choice

Tree Board

Please select your THIRD committee choice

Planning Commission

Please tell us about yourself, listing any special skills or experiences you have.

My first choice is Board of Zoning Appeals (not listed). I am an attorney at Gilmore & Bell, working with political subdivisions in Missouri on general municipal finance and economic development. I regularly attend council and board meetings and have an understanding of how municipal governance functions with the support of volunteer involvement. I have been a PV resident for almost 6 years, and have a daughter that attends preschool in PV. I am hopeful to get involved in our community!

Full Name

Dr Mark Finkelston

Select your City Ward

Ward 5

Please select your FIRST committee choice

Planning Commission

Please select your SECOND committee choice

Parks & Recreation

Please select your THIRD committee choice

Insurance Committee

Please tell us about yourself, listing any special skills or experiences you have.

I am a retired physician who has been a Prairie Village resident for 33 years. Following 40 years of clinical medical practice, I spent 5 years as a medical director at a large health insurance company. Finally, I have been a regular pool complex user for decades.

Submission #	4547228
IP Address	2600:100a:b03b:c1ae:f2fb:b6be:3bb9:470d
Submission Recorded On	12/31/2025 3:55 PM
Time to Take Survey	16 minutes, 19 seconds

Page 1

*** Full Name**

Mae Ellen Terrebonne

*

*

*** Select your City Ward** ?

Ward 6

*** Please select your FIRST committee choice** ?

Environmental Committee

*** Please select your SECOND committee choice**

Parks & Recreation

*** Please select your THIRD committee choice**

Arts Council

*** Please tell us about yourself, listing any special skills or experiences you have.**

I am a recent home owner in Prairie Village (2 months). I moved from Douglas County Kansas where I owned and worked a farm. The majority of my time was raising chickens for eggs and vegetable gardening to sell at farmers markets in Douglas County, Topeka and Leavenworth. My home and property was energy efficient (solar and geothermal for heating and cooling), composting, and organic (all inputs from organic sources, however not certified organic). I retired from my first job as a Pediatrician.

This application is available January 1 - January 31 or when there are specific mid-year vacancies. Appointments are typically made by the end of February.

Thank you for your interest in serving our community.

Full Name

Garry Polley

Select your City Ward

Ward 6

Please select your FIRST committee choice

Environmental Committee

Please select your SECOND committee choice

Parks & Recreation

Please select your THIRD committee choice

Planning Commission

Please tell us about yourself, listing any special skills or experiences you have.

I'm a software developer by trade. My primary skill is a strong attention to detail. We've two kids that regularly use most of the parks in town, with Harmon and Taillefer being our go-to parks within walking distance. I care a bit about land use and want folks to understand the rules in place in Prairie Village when it comes to zoning and/or re-zoning. I wrote a thing up about it to help folks out before: <https://garrrypolley.com/2024/05/20/pv-zoning-info/>

Full Name

Drew Richardson

Select your City Ward

Ward 1

Please select your FIRST committee choice

Environmental Committee

Please select your SECOND committee choice

Tree Board

Please select your THIRD committee choice

Planning Commission

Please tell us about yourself, listing any special skills or experiences you have.

Since moving to PV a few years ago, I've been transforming our yard into a native sanctuary. No more honeysuckle and starting to add the native plants. Last year I added 31 trees, and tagged 75 monarchs in a day from a patch in our front yard. I am very focused on native gardening and restorative ecological practices. I would love to see the fireflies again and show that native plants can and should be an alternative to current standards of landscaping.

Full Name

Mr. Andy Bryant

Select your City Ward

Ward 5

Please select your FIRST committee choice

Tree Board

Please select your SECOND committee choice

Parks & Recreation

Please select your THIRD committee choice

Environmental Committee

Please tell us about yourself, listing any special skills or experiences you have.

I've always been fascinated by trees—the many different species, each with its own unique character. I enjoy watching trees grow over time and adapt to their environment. I've been an Arbor Day Foundation member for around 20 years. I own and operate a landscaping company, Happy Yards KC, where we regularly plant and maintain trees in Prairie Village and the surrounding communities. I live in Prairie Village with my wife and our teenage sons.

Full Name

Mr. Kevin Jay Kinsella

Select your City Ward

Ward 4

Please select your FIRST committee choice

Diversity Committee

Please select your SECOND committee choice

Arts Council

Please select your THIRD committee choice

Civil Service Commission

Please tell us about yourself, listing any special skills or experiences you have.

My name is Kevin Jay Kinsella. I reside in Prairie Village Ward 4 with my fiancé. I have been a Prairie Village resident since 2023. I have served as the Director of Speech and Debate and as an English Teacher at JC Harmon High School in the Argentine neighbourhood of Kansas City, Kansas. I previously served as a board member of the Nelson-Atkins' Teacher Advisory Board. I have collaborated with Shawnee Mission East through Race Project KC, a social justice initiative.

Full Name

Erin Martinez-Manning

Select your City Ward

Ward 3

Please select your FIRST committee choice

Diversity Committee

Please select your SECOND committee choice

Environmental Committee

Please select your THIRD committee choice

75th Anniversary Committee

Please tell us about yourself, listing any special skills or experiences you have.

Professionally, I have managed the DEIB communications and initiatives. I also led the implementation of my organization's first two Employee Resource Groups. As well as currently hold the co-lead role for our Women's Connections group. I bring experience translating equity principles into actionable strategies. I am committed to inclusive, community-informed policy and meaningful civic participation.

Full Name

Mrs. Kassie McClure

Select your City Ward

Ward 3

Please select your FIRST committee choice

Diversity Committee

Please select your SECOND committee choice

Diversity Committee

Please select your THIRD committee choice

Diversity Committee

Please tell us about yourself, listing any special skills or experiences you have.

I moved to Prairie Village in 2017 wanting to plant roots in an area that felt safe and welcoming for our growing LGBTQ+ family. While my family and I feel safe and welcome here in PV, we are aware of the fact that many of our neighbors and friends at school don't have families that look like ours. PV is predominantly white and predominantly heteronormative. That needs to change. I believe I can bring a unique voice to help move this city towards becoming a more diverse/safe space for all.

Full Name

Mr. Edward Stevenson

Select your City Ward

Ward 5

Please select your FIRST committee choice

Planning Commission

Please select your SECOND committee choice

Diversity Committee

Please select your THIRD committee choice

Arts Council

Please tell us about yourself, listing any special skills or experiences you have.

I lived and worked most of my adult life in Johnson County. I am a retired United Methodist pastor and had the usual experiences at working with volunteers, raising money, helping develop and plan church building and building upgrade projects as well as helping develop and plan community service projects. Since moving back to Prairie Village I have attended Council meetings fairly often and have been involved in the recent Council elections.

Full Name

Ken Sofer

Select your City Ward

Ward 3

Please select your FIRST committee choice

Environmental Committee

Please select your SECOND committee choice

Diversity Committee

Please select your THIRD committee choice

Arts Council

Please tell us about yourself, listing any special skills or experiences you have.

I'm a parent, small business owner, and educator. As a professor and strategic policy advisor, I specialize in translating complex policy into community action. My background leading global climate advocacy offers technical expertise for the Environmental Committee, while my family's history as refugees drives my commitment to the Diversity Committee. I also bring experience in building community through a local lecture series and am eager to help PV remain a vibrant, inclusive place for all.

Full Name

Mr. Niclo Hitchcock

Select your City Ward

Ward 2

Please select your FIRST committee choice

Diversity Committee

Please select your SECOND committee choice

Planning Commission

Please select your THIRD committee choice

Environmental Committee

Please tell us about yourself, listing any special skills or experiences you have.

I'm an engineering manager at Garmin and have worked there for about 20 years. My wife and I moved to PV two years ago from Brookside. We now have two kids (4 and 2) and I am hoping to make a positive impact in the community and help any way I can.

Full Name

Anne Wisdom

Select your City Ward

Ward 2

Please select your FIRST committee choice

Diversity Committee

Please select your SECOND committee choice

75th Anniversary Committee

Please select your THIRD committee choice

Prairie Village Foundation

Please tell us about yourself, listing any special skills or experiences you have.

I'm Anne, born and raised in Prairie Village, I attended Kansas State and earned my MBA from Rockhurst University. Inspired early by my grandparents' civic service, volunteering and supporting non-profits has always fueled my extracurriculars. With 25 years of experience in business, primarily in Revenue Cycle and Operations within healthcare, I bring energy, innovative ideas, and a pragmatic spirit of excellence to all I do. This year, I'm seeking new opportunities to expand my footprint!



PUBLIC WORKS DEPARTMENT

Consent Agenda: February 17, 2026

CONSIDER DESIGN AGREEMENT WITH TREKK DESIGN GROUP LLC FOR THE DESIGN OF THE 83RD STREET AND NALL AVENUE SIGNAL (83ST0003)

RECOMMENDATION

Move to approve the design agreement with TREKK Design Group LLC for the signal design at 83rd Street and Nall Avenue in the amount of \$100,805.

BACKGROUND

ENGINEER 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. TREKK Design Group LLC was selected as the City's design consultant for the CARS Program from the 3 firms interviewed. Since their selection in 2024, TREKK continues to provide excellent customer service to the City in their design and inspection services.

PROJECT The agreement for the first phase of concept design, 83rd Street from Mission to Somerset Drive within the Corinth Shops was approved on January 20, 2026. This area is part of the larger Village Vision 2.0 plan and concepts will be brought forward to the governing body with options to increase pedestrian circulation and create a cohesive connection between the two shopping areas. Additionally, staff is coordinating with the City of Leawood on roadway improvements in the vicinity of Corinth Elementary.

The council memo from January 20, 2026 noted that project scope will be increased at the request of Overland Park Traffic Engineering to include the replacement of the signal at 83rd and Nall. Construction funding for this work will be included in the 2027 budget development. An interlocal agreement with the City of Overland Park is on the February 17, 2026 agenda in addition to this design contract.

FUNDING SOURCE

Funding for this additional work is currently available in the CIP project 83ST0003.

83ST0003 Design Funding	\$200,000
Concept Phase (Roadway 01/20/2026)	\$ 78,475
Traffic Signal (NEW 02/17/2026)	<u>\$100,805</u>
83ST0003 Design Funding Balance	\$ 21,525

Design funding will be increased when the contract for the roadway final design phase is brought before the Governing Body.

ATTACHMENTS

Agreement with TREKK Design Group LLC for Signal Design

PREPARED BY

Melissa Prenger, City Engineer

February 10, 2026



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

83RD STREET, EAST CITY LIMIT TO NALL AVENUE (83ST0003)
SIGNAL DESIGN

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____ 2026, 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**”, TREKK Design Group LLC, a corporation with offices at 1310 E 104th Street, Kansas City, Missouri, 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 improvements to 83rd Street, East City Limit to Nall Avenue (83ST0003), 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 on Mission Road as part of the CARS program.
- B. **City Representative** The City has designated Melissa Prenger, 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 Project which may include:
 - City of Overland Park Funding for 25% design and construction

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:** 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 in Exhibit A with limits of survey shown on Exhibit B.

Article IV Time Schedule

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes,

lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- D. Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services Exhibit A (and noted below):

Field Check Plans	May 22, 2026
Final Plans	January 15, 2027

Article V Compensation

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

Signal Design	\$100,805.00
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- 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. **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.

- I. **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).
- J. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. 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.
- Q. 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: 913-385-4647

Email: publicworks@pvkansas.com

Consultant:

TREKK Design Group LLC

By *Kimberly Robinett*

Print Name: [Kimberly Robinett](#)

Address for giving notices:

1310 E 104th Street
Kansas City, Missouri 64131

Telephone: 816-874-4655

Email: contracting@trekkdesigngroup.com

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM BY:

Alex Aggen, City Attorney



Exhibit A - Scope of Services

Project Name: 83rd Street and Nall Avenue Traffic Signal
Client: City of Prairie Village, Kansas
TREKK Project Number: 23-0537

Project Description:

The project includes design, plans, cost estimates, specifications (only special provisions that differ from standard specifications) and construction administration duties for replacing an existing traffic signal at 83rd Street and Nall Avenue. Traffic signal modeling or analysis is not included. Minor sidewalk improvements are anticipated in all four quadrants of the intersection. No roadway improvements are anticipated on 83rd Street or Nall Avenue.

Project is being let in combination with a City of Prairie Village Street rehabilitation project on 83rd Street between Nall Avenue and the eastern city limits of Prairie Village.

Project costs are being shared by the City of Overland Park (25%) and the City of Prairie Village (75%).

Scope of Services:

Task 1 – Project Administration

- Invoice preparation & progress reports
 - Includes 13 months of billings
- General project coordination with City
 - Includes 13 months of coordination
 - Average of 30 minutes per month estimated

Task 2 – Survey & Property Research

- Kick-off meeting with PM and survey team
- Verify/establish control
- Topographic survey of project site
 - Refer to Exhibit B for limits
- Property / section corner search
 - Research and field verification
- Utility locates
 - Coordination with One-Call
 - Field verification of provided utility maps
- Utility potholes
 - Stake four quadrants of intersection per subcontractor's fee proposal
- Topographic base file
 - Preparation of CADD file denoting existing physical features
 - Based on field reconnaissance within boundary of Exhibit B

- Boundary file
 - Preparation of CADD file denoting existing right of way and property lines
 - Based on field reconnaissance within boundary of Exhibit B
 - Property ownership determined from Johnson County AIMS
- Property acquisition
 - Anticipate one permanent easement on one property
 - Title report ordered only if needed
 - Includes preparation of legal description and tract map
- Section corner report
 - Preparation of report based on field reconnaissance and industry standards
- Quality Control & Quality Assurance process

Phase 3 – Field Check Plans (50%)

- Project site visit
 - Reconnaissance of existing site conditions by design team
- Monthly progress meetings
 - Design team coordination during development of Field Check Plans
 - 3 months estimated
- Preliminary geometric design
 - Sidewalk and grading improvements in each quadrant
- Preliminary traffic signal design
 - Geometric layout of new traffic signal and above-ground features
- Field Check Plans
 - Title Sheet
 - Survey Control Sheet
 - Plan Sheet
 - Overview of intersection improvements
 - Includes General Notes and Recap of Quantities
 - 1 sheet @ 1"=20'
 - Intersection Detail Sheets
 - Detailed 5' minimum width sidewalk and PROWAG ramp design layout sheets (using standard details provided by the City)
 - Horizontal details of each quadrant
 - Slopes and elevations not shown on Field Check Plans
 - 4 sheets @ 1"=5'
 - Traffic Signal Plan
 - General layout of proposed features
 - 1 sheet @ 1"=20'
 - Lighting Plan
 - General layout of proposed features
 - 1 sheet @ 1"=20'
 - City Standard Detail Sheets
 - Traffic signal, street lights and pavement marking shall follow City of Overland Park details
 - All other details shall be followed based on location within City of Prairie Village or City of Overland Park
 - 16 sheets estimated, including details for traffic signal, lighting, signs, pavement marking, curb, sidewalk, and traffic control typical applications

- Preliminary quantities & construction cost estimate
 - City to assist with providing recent bid prices
- Quality Control & Quality Assurance process
 - Includes detailed check and independent review
- Submittal of Field Check Plans
 - Concurrent reviews by City of Prairie Village and City of Overland Park
 - Comments will be addressed on Office Check Plans
- Utility coordination
 - Email and phone coordination with utility companies
 - 1 virtual meeting with utilities located within project site
- Meeting to review comments on Field Check Plans
 - Virtual meeting with City of Prairie Village and City of Overland Park

Phase 4 – Office Check Plans (95%)

- Address comments on Field Check Plans
- Monthly progress meetings
 - Design team coordination during development of Office Check Plans
 - 3 months estimated
- Final geometric design
 - Finalize sidewalk and grading improvements in each quadrant
- Final traffic signal design
 - Finalize geometric layout of new traffic signal and above-ground features
- Office Check Plans
 - Title Sheet
 - Survey Control Sheet
 - Plan Sheet
 - Overview of intersection improvements
 - Includes General Notes and Recap of Quantities
 - 1 sheet @ 1"=20'
 - Intersection Detail Sheets
 - Details of each quadrant
 - 2 sheets @ 1"=10'
 - Pavement Marking General Notes & Details
 - Standard City of Prairie Village or Overland Park sheet
 - 1 sheet
 - Pavement Marking Quantities
 - Standard City of Prairie Village or Overland Park sheet
 - 1 sheet
 - Signing Quantities
 - Standard City of Prairie Village or Overland Park sheet
 - 1 sheet
 - Pavement Marking and Signing Details
 - Standard City of Prairie Village or Overland Park sheets
 - 3 sheets
 - Traffic Control Details
 - Standard City of Prairie Village or Overland Park sheets
 - 4 sheets

- Traffic Signal Plan
 - Layout of proposed features
 - 1 sheet @ 1"=20'
- Traffic Signal Phasing
 - Project-specific updates to standard City of Overland Park sheet
 - 1 sheet
- Traffic Signal Phasing
 - Project-specific updates to standard City of Overland Park sheet
 - 1 sheet
- Traffic Signal Wiring Diagram
 - Project-specific updates to standard City of Overland Park sheets
 - 2 sheets
- Traffic Signal Bill of Materials
 - Project-specific updates to standard City of Overland Park sheet
 - 1 sheet
- Traffic Signal Details and Standards
 - Standard City of Overland Park sheets
 - 11 sheets
- Street Lighting Plan
 - Layout of proposed features
 - 1 sheet @ 1"=20'
- Street Lighting Wiring Diagram
 - 1 sheet
- Street Lighting Details and Standards
 - Standard City of Overland Park sheets
 - 8 sheets
- City Standard Detail Sheets
 - Standard City of Prairie Village or Overland Park sheets
 - 6 sheets estimated, including details for curb, sidewalk, etc
- Final quantities & construction cost estimate
 - City to assist with providing recent bid prices
- Project specifications
 - City to provide template and standard front-end documents
- Quality Control & Quality Assurance process
 - Includes detailed check and independent review
- Utility coordination
 - Email and phone coordination with utility companies
 - 1 virtual meeting with utilities located within project site
- Submittal of Office Check Plans
 - Concurrent reviews by City of Prairie Village and City of Overland Park
 - Comments will be addressed on Final Plans
- Meeting to review comments on Office Check Plans
 - Virtual meeting with City of Prairie Village and City of Overland Park

Phase 5 – Final Plans (100%)

- Address comments on Field Check Plans
- Submittal of Final Plans, Estimate, Project Specifications
 - Plans signed and sealed by Kansas Professional Engineer

Phase 6 – Construction Assistance

- Assist with bidding process
 - Limited assistance assumed
- Answering Questions During Construction
 - Limited assistance assumed
- As-Built Drawings
 - Update to DWGs of changes during construction
 - Submittal of files, including PDFs, DWGs and TIFFs, denoting changes during construction

Schedule:

- | | |
|---|-----------|
| • Notice to Proceed | 1/5/2026 |
| • Survey Field Work Complete | 1/16/2026 |
| • Survey Office Work Complete | 2/6/2026 |
| • Field Check Plans Submitted for Review | 5/22/2026 |
| • Office Check Plans Submitted for Review | 8/21/2026 |
| • Final PSE (Signed/Sealed) Submitted | 1/15/2027 |
| • Advertise Project for Bid | 2/1/2027 |

Assumptions and Exclusions:

- The following general survey requirements will be followed:
 - i) Vertical Control:
 - (1) Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.
 - ii) Horizontal Control:
 - (1) Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.
 - iii) Plan Notes:
 - (1) Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.
 - (2) Survey shall include existing right of way, easements, pavement markings, addresses with owners, surface types, utilities, monuments, and have sufficient topographic detail to design and construct sidewalk curb ramps on the corners of the intersection.
- All plan submittals will be in PDF (22"x34 full size, landscape) and submitted electronically. All sheets shall be flattened, all viewports removed, and sheet scales set in Bluebeam.
- Engineers Estimate shall be submitted in both MS Excel format and 8.5"x11" portrait that is signed and sealed by a licensed professional engineer.
- New sidewalk will not be installed along the east side of Nall Avenue, north of 83rd Street.
- Existing cabinet in the southwest quadrant will be replaced with a new cabinet in the same quadrant.
- New power drop will be provided and existing will be abandoned.

- The City of Overland Park will salvage some of the existing equipment.
- The existing wall in the northeast quadrant shall not be disturbed.
- A temporary, portable signal may be required in the northeast quadrant.
- The City of Overland Park will perform street lighting analysis and identify location of proposed lighting, including voltage drop calculations.
- Traffic signal simulation (Synchro) is not required.
- A pedestrian detour shall be provided.
- Separate pedestrian poles shall be provided in each quadrant if feasible, with a minimum of 10' separation.
- Radar detection shall be provided.
- Advanced detection is not required on any leg.
- The City of Overland Park will provide signal timings.
- Interconnect or fiber shall not be provided with the improvements.
- A Type 1 junction box shall be installed for future interconnect.



		Project Manager	Professional Engineer II	Project Engineer III	Admin	Professional Land Surveyor II	Survey Crew	Survey Technician II	Senior Utility Coordinator	Labor Sub-Total
Billing Rate		\$329.00	\$218.00	\$120.00	\$116.00	\$158.00	\$220.00	\$105.00	\$137.00	
TASK DESCRIPTION										
1 Project Administration		12	0	0	6	0	0	0	0	18
Invoice Preparation & Progress Reports		6			6					
General Project Coordination with City		6								
2 Survey & Property Research		1	0	0	0	20	19	22	5	67
Kick-Off Meeting		1				1			1	
Verify/Establish Control							1	1		
Topographic Survey (See Exhibit B)						1	8			
Property / Section Corner Search						1	4			
Utility Locates							2		2	
Utility Potholes							4	1	1	
Topographic Base File						2		8		
Boundary File						8		1		
Property Acquisition						4		8		
Section Corner Report						1		2		
Quality Control & Quality Assurance Process						2		1	1	
3 Field Check Plans (50%)		6	45	82	0	0	0	0	0	133
Project Site Visit			1	1						
Monthly Progress Meetings		3	3	3						
Preliminary Geometric Design			8	8						
Preliminary Traffic Signal Design			8	16						
Field Check Plans										
Title Sheet				1						
Survey Control Sheet			1	2						
Plan Sheet			2	8						
Intersection Detail Sheets			4	8						
Traffic Signal Plan			2	8						
Lighting Plan			2	8						
City Standard Detail Sheets			2	8						
Prelim Quantities & Construction Cost Estimate			4	4						
Quality Control & Quality Assurance Process		1	2	2						
Submittal of Field Check Plans		1	1	2						
Utility Coordination			4	2						
Field Check Plans Review Meeting		1	1	1						
4 Office Check Plans (95%)		11	93	144	0	0	0	0	0	248
Address Comments on Field Check Plans			8	16						
Monthly Progress Meetings		3	3	3						
Final Geometric Design			8	8						
Final Traffic Signal Design			8	8						
Final Plans										
Title Sheet				1						
Survey Control Sheet				1						
Plan Sheet			1	4						
Intersection Detail Sheets			2	8						
Pavement Marking General Notes & Details				1						
Pavement Marking Quantities			2	2						
Signing Quantities			2	2						
Pavement Marking and Signing Details				3						
Traffic Control Details			2	4						
Traffic Signal Plan			6	16						
Traffic Signal Phasing			8	8						
Traffic Signal Wiring Diagram			8	16						
Traffic Signal Bill of Materials			4	8						
Traffic Signal Details and Standards			1	5						
Lighting Plan			2	4						
Lighting Wiring Diagram			2	4						
Lighting Details and Standards			2	4						
City Standard Detail Sheets			2	3						
Final Quantities & Construction Cost Estimate		1	4	4						
Project Specifications		1	8							
Quality Control & Quality Assurance Process		4	4	4						
Utility Coordination			4	4						
Submittal of Office Check Plans to City		1	1	2						
Office Check Plans Review Meeting		1	1	1						
5 Final Plans (100%)		5	9	17	0	0	0	0	0	31
Address Comments on Office Check Plans		4	8	16						
Submittal of Signed and Sealed Plans to the City		1	1	1						
6 Construction Assistance		1	8	18	0	0	0	0	0	27
Assist with Bidding Process			2							
Answering Questions During Construction		1	2	2						
As-Built Drawings			4	16						
TOTAL HOURS		36	155	261	6	20	19	22	5	524
BILLING RATE		\$329.00	\$218.00	\$120.00	\$116.00	\$158.00	\$220.00	\$105.00	\$137.00	
TOTAL LABOR COST		\$11,844.00	\$33,790.00	\$31,320.00	\$696.00	\$3,160.00	\$4,180.00	\$2,310.00	\$685.00	\$87,985.00
Direct Expenses		Expense Sub-Total								
Subcontractor										
K&W Underground		\$ 12,250.00								
Mileage										
60 miles @ \$0.700 per mile (Survey Vehicle)		\$ 42.00								
40 miles @ \$0.700 per mile (Personal/Company Vehicle)		\$ 28.00								
Property Research										
1 each @ \$500.00 per each (Titlework)		\$ 500.00								
		\$ -								
TOTAL EXPENSES		\$ 12,820.00								
\$ 100,805.00										

K&W Underground, Inc.
15608 S. Keeler Terr.
Olathe, KS 66062
Phone: (913) 782-7387
Fax: (913) 782-1907

QUOTE

QUOTE NO
4874

TO TREKK Design Group, LLC
1310 E 104th Street, Suite 200
Kansas City, MO 64131

QUOTE DATE	VALID THRU	FOR	PAGE
1/16/2026	3/20/2026	83rd & Nall potholing	1

This project will require traffic control for all four potholes.

If solid rock is found, or any other obstruction not allowing completion, alternative options can be implemented for an additional fee with the approval of Trekk personnel.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	4	Excavate by Vac Truck an "X" 48"x48" - 6' deep. Stop if rock is obstructing the ability to continue vaccing.	1,850.00	7,400.00*
	1	Traffic control for potholing & later restoration.	3,100.00	3,100.00
	1	Restoration of potholes. Backfill with sand.	1,250.00	1,250.00
	1	Submit for no cost OP permit for excavation & traffic control.	125.00	125.00*
	3	Compile information on utilities found in potholes. Make pothole reports with results. Submit to Trekk.	125.00	375.00*

* means item is non-taxable

TOTAL AMOUNT 12,250.00

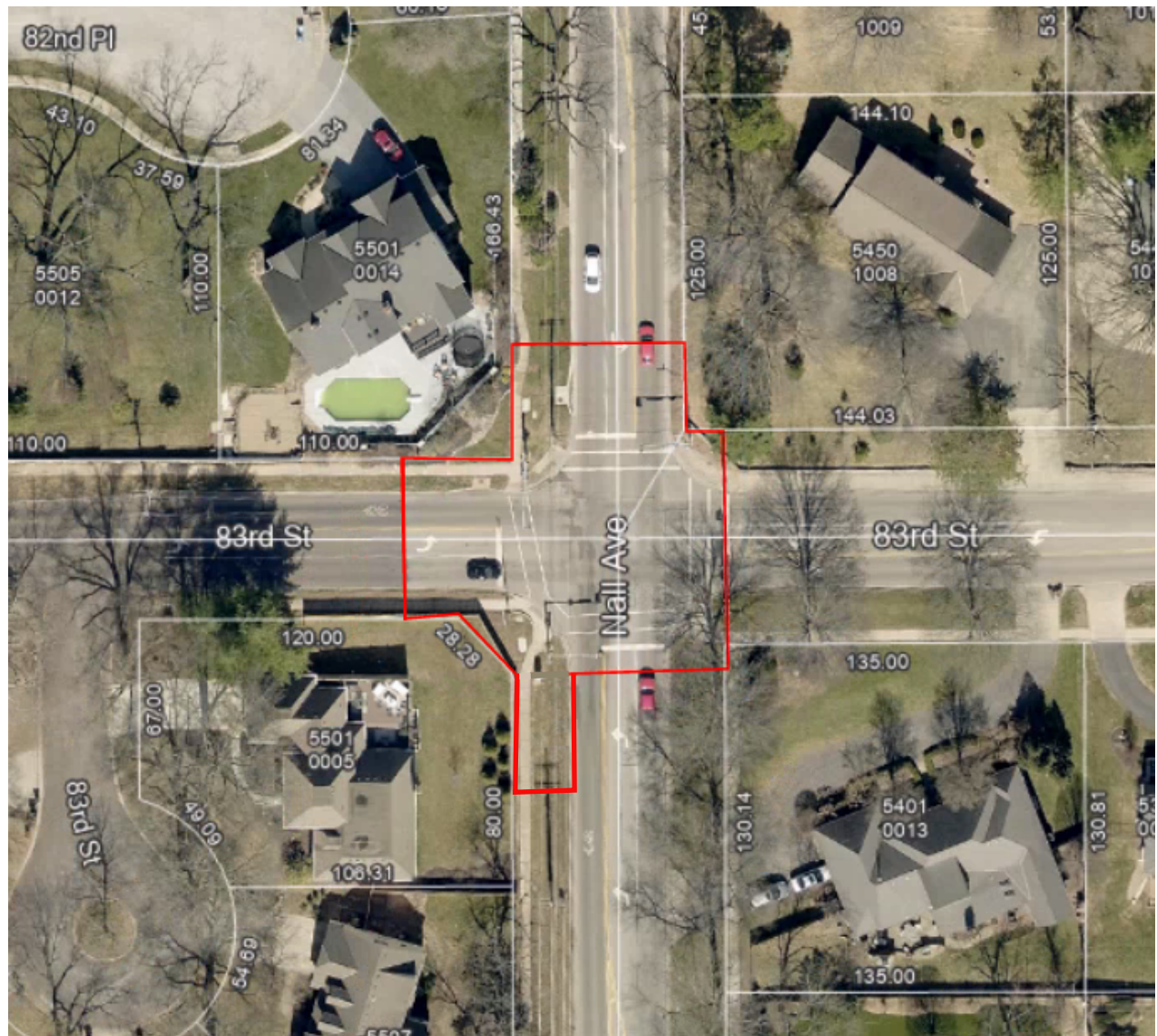
Customer Approval: _____

Date Approved: _____

This and all quotes are subject to state and local sales and use tax. All Project Exemption Certificate(s) must be provided prior to providing materials or labor services.

Thank you for your business!

EXHIBIT B - SURVEY LIMITS





PUBLIC WORKS DEPARTMENT

Consent Agenda: February 17, 2026

CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF OVERLAND PARK FOR SIGNAL REPLACEMENT ON TRAFFIC SIGNALS SHARED WITH PRAIRIE VILLAGE.

RECOMMENDATION

Move to approve the interlocal agreement with Overland Park for replacement of shared traffic signals at the intersection of 83rd Street and Nall Avenue.

BACKGROUND

The Cities of Overland Park and Prairie Village share ownership of 14 traffic signals along the border or the city limits. These traffic signals are maintained by the City of Overland Park through an agreement in place executed in 2006. The City of Overland Park is programming for signal replacements on its most aged infrastructure taking into consideration that traffic signals are designed for a lifespan of 30-40 years.

Staff considered the projects that are currently in the future years of the CIP to couple with potential signal locations. The oldest signal, built in 1981, at 83rd and Nall can easily be coordinated with the 2027 CARS project on 83rd Street from the east city limits to Nall Avenue. The signal design and construction will be administered by Prairie Village to combine the two projects.

This interlocal commits the Cities to participate in design and construction of the new signals at this location. The signal location is 25%(OP) / 75%(PV) ownership and the interlocal reflects that cost share.

FUNDING SOURCE

Additional funding will be placed in the upcoming 2027 CIP for 83ST0003 to include signal replacement. Funding will be allocated for the Prairie Village estimated participated share cost of \$750,000 for construction.

ATTACHMENTS

Interlocal Agreement with Overland Park

PREPARED BY

Melissa Prenger, City Engineer

February 10, 2026

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PUBLIC IMPROVEMENT OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF 83rd STREET AND NALL AVENUE

THIS AGREEMENT, made and entered into this 2nd day of February, 2026 by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF PRAIRIE VILLAGE, KANSAS (hereinafter "PRAIRIE VILLAGE"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter OVERLAND PARK and PRAIRIE VILLAGE may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make the public improvement to the traffic signal at the intersections of 83rd Street and Nall Avenue as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorizes the Parties hereto to cooperate in making the public improvement; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the Body on the 2nd day of February, 2026 and

WHEREAS, the Governing Body of PRAIRIE VILLAGE did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 20____.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing the public improvement to the traffic signal located at the intersection of 83rd Street and Nall Avenue (83ST0003/MT-3277) as heretofore described by performing the following work:
 - Developing an engineering design
 - Preparing the site
 - Removing the existing traffic signals
 - Installing new signals
 - Improving the sidewalk to align with Public Right-Of-Way Accessibility Guidelines (hereinafter "PROWAG")
 - Replacing curbs, ramps, and sidewalks to align with PROWAG
 - Updating pavement markings and signage(hereinafter the "Improvement").
 - Streetlighting analysis and design at each intersection

2. ESTIMATED COST OF PROJECT.

- A. The estimated cost of construction of the Improvement covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00).
- B. The cost of making the Improvement shall include:
 - (1) Labor and material used in making the Improvement; and
 - (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include but are not limited to design, project administration, construction inspection, material testing, and utility relocations.
 - (3) Limits of the Improvement are shown on Exhibit A.
- C. The remaining cost of making the said Improvement shall be distributed between the Parties as follows:
 - (1) PRAIRIE VILLAGE shall pay **75%** of the local share of said Improvement (estimated to be \$825,000.00).
 - (2) OVERLAND PARK shall pay **25%** of the local share of said Improvement (estimated to be \$275,000.00).
 - (3) Each Party shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each Party shall pay the cost of financing and/or bonding its share of the project cost.

3. FINANCING. OVERLAND PARK and PRAIRIE VILLAGE shall each pay their portion of the cost with monies budgeted and appropriated funds. Estimated construction year is 2027.

4. PRAIRIE VILLAGE ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by PRAIRIE VILLAGE acting by and through the PRAIRIE VILLAGE Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvement; provided, the PW Director shall, among their several duties and responsibilities, assume and perform the following:

- A. Coordinate and review the design, plan preparation and specifications for the Improvements. The plans and specifications shall be submitted to OVERLAND PARK for review and an opportunity to comment prior to soliciting bids for the Improvement's construction. OVERLAND PARK shall review the plans and specifications for the Improvement and may, but shall not be obligated to, suggest changes or revisions thereto. In the event of a change or revision to the design, plan preparation and specifications for the Improvement, the revised plans and specifications shall be submitted to OVERLAND PARK for review and an opportunity to comment prior to approval of the same. OVERLAND PARK shall review the revised plans and specifications and may, but shall not be obligated to,

suggest changes or revisions thereto; provided however, any revision directly impacting the Improvement located in OVERLAND PARK shall require OVERLAND PARK's approval.

- B. Require the consulting engineer for the Improvement to include OVERLAND PARK's technical specifications in the design, plans, and specifications for the Improvement located in Overland Park
- C. Make all contracts for the Improvement, including soliciting bids by publication in the official newspaper of PRAIRIE VILLAGE. In the solicitation of bids, the most favorable bid shall be determined by PRAIRIE VILLAGE administering the project and the Governing Body of PRAIRIE VILLAGE approving the lowest responsible bidder for the project, except that the Governing Body of OVERLAND PARK reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvement, then either OVERLAND PARK or PRAIRIE VILLAGE shall have the right to reject the bid. In such case, the project shall rebid at a later date.
- D. Upon completion of the Improvement, the PW Director shall submit to OVERLAND PARK a final accounting of all costs incurred in making the Improvement for the purposes of apportioning the same among the parties as provided herein. OVERLAND PARK shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to PRAIRIE VILLAGE as herein agreed.
- E. Upon completion of the Improvement, the PW Director shall submit to OVERLAND PARK a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the Parties as provided herein.
- F. OVERLAND PARK shall be named as additional insured on all applicable certificates of insurance issued by any contractor for this Improvement (the "Contractor(s)").
- G. PRAIRIE VILLAGE shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- H. PRAIRIE VILLAGE shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, PRAIRIE VILLAGE will, upon request of OVERLAND PARK, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
- I. PRAIRIE VILLAGE shall include in contracts for construction a requirement that the Contractor defend, indemnify and save OVERLAND PARK and PRAIRIE VILLAGE harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of his or her contract.

5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of PRAIRIE VILLAGE which may arise after completion of the Improvement as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the Parties hereto by the PW Director advising that the Improvement has been accepted by them as constructed; provided that upon the occurrence of such certification by the PW Director,

this Agreement shall be deemed terminated and of no further force or effect.

6. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed. Each Party hereto shall receive a duly executed copy of this Agreement for their official records.

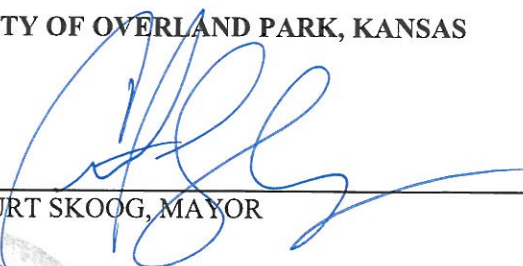
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

(The remainder of this page has intentionally been left blank.)

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

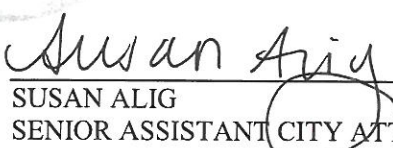
CITY OF OVERLAND PARK, KANSAS



CURT SKOOG, MAYOR

ELIZABETH KELLEY, CITY CLERK

APPROVED AS TO FORM:



SUSAN ALIG
SENIOR ASSISTANT CITY ATTORNEY

CITY OF PRAIRIE VILLAGE

ERIC MIKKELSON, MAYOR

ADAM GEFFERT, CITY CLERK

APPROVED AS TO FORM:

ALEX AGGEN
CITY ATTORNEY



PUBLIC WORKS DEPARTMENT

Consent Agenda: February 17, 2026

CONSIDER APPROVAL OF WINDSOR PARK PLAY EQUIPMENT (BG900005)

RECOMMENDATION

Move to approve the quote and authorize Mayor to sign attached proposals for the Windsor Park play equipment update with Crouch Recreation in the amount of \$84,445.

BACKGROUND

The Parks and Recreation Committee recommended the Windsor Park 2-5 year old playground area update as part of the CIP package recommended for Windsor Park along with the trail widening as part of the 2024 Park CIP development. The Governing Body approved the plan and staff has been implementing the projects.

TRAIL UPDATE The overall project for Windsor Park includes the widening of the trail and creation of a new accessible connection to the senior living facility. This project is receiving federal monies. Plans have been submitted to KDOT for comment and we are working towards final plans. Previously, members of the Governing Body had asked that staff consider alternate construction materials for the trail to include concrete, asphalt or pour-in-place rubber surfacing. The Parks and Recreation Committee have discussed the type of material for the construction over the course of two meetings, October 8 and January 14. The discussion included the topics of maintenance, timeliness of repairs and cost of the material. The Parks and Recreation Committee recommended continuing the design with the concrete trail.

PLAY EQUIPMENT In November 2025, staff sent out a request to three companies for designs and costs to replace the equipment in the 2-5 play area at Windsor Park. The City received two responses. The submitted proposals were reviewed by staff for play value and maintenance needs. Staff took a recommendation to Parks and Recreation Committee on January 14, 2026 for discussion.



PREPARED BY

Melissa Prenger, City Engineer

February 10, 2026

Parks and Recreation discussed both submittals and recommended moving forward with the submittal by Crouch Recreation.

FUNDING SOURCES

The funding is available in the CIP project BG900005.

ATTACHMENTS

Vendor Proposal - Crouch Recreation

PREPARED BY

Melissa Prenger, City Engineer

February 10, 2026

CITY OF PRAIRIE VILLAGE, KANSAS

PURCHASE ORDER

TERMS AND CONDITIONS

Crouch Recreation Proposal re: Windsor Park dated 12/16/2025

City of Prairie Village, Kansas ("City") hereby issues this purchase order (this "Order") to Crouch Recreation 1309 S 204th Street #330, Elkhorn, Nebraska 68022 (402) 496-2669 (the "Seller") accepting Proposal dated 12/16/2025 RE Windsor Park FINAL, a copy of which is attached to this Order, for products (the "Products") and/or services ("Services") to City. These terms and conditions are in integral part of the Order and may not be varied without City prior written consent.

1. **TRANSPORTATION.** Unless otherwise stipulated on the face of this Order or as modified by letter from City, goods covered by this Order shall be shipped "FOB destination". Risk of loss and title to said goods to pass to City only upon delivery to City's specified end destination. Delivery in advance of the specified City's shipping date, however, will *not* cause passage of title, transfer of risk of loss and/or establish FOB point. Transportation charges on goods delivered FOB destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Seller. Unauthorized transportation charges not prepaid will be offset by City.

2. **TERMS AND CONDITIONS.** No terms and conditions other than the terms and conditions set forth in this Order, including any terms and conditions in any document attached to or incorporated by reference, shall be binding upon City unless accepted by it in writing signed by the City's Purchasing Agent or Supply Chain Manager. Notwithstanding any other provision of this Order, City reserves expressly the right to revoke this Order at any time prior to receipt of notice of acceptance by Seller. Acceptance is limited to the terms stated herein. All terms and conditions contained in any prior proposal or acknowledgment of this Order which are different from or in addition to the terms and conditions of this Order are hereby rejected and shall not be binding on City, whether or not they would materially alter this Order, and City hereby objects thereto. Seller will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or service covered by this Order is shipped or an invoice is presented in connection with the said Products and Services.

3. **INSPECTION; ACCEPTANCE.** All Products and Services shall be received subject to City's right of inspection and rejection, and any payment by City for such Products and Services does not constitute acceptance. If any of the Products and Services furnished hereunder are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this Order, City, in addition to any other rights which it may have under all applicable warranties or otherwise, may at its option correct or have corrected the nonconformity at Seller's expense, or reject and return such goods and/or discontinue such services at Seller's expense. Such Products and Services shall not be replaced or continued without written authorization from City. City may accept, without prejudice, a portion of any shipment, and, at its option, have Seller repair or replace any non-conforming portion of the shipment, at Seller's expense. Items rejected shall be removed promptly by the Seller at its expense and at its risk. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud or with respect to the City's rights under the "Warranty" clause.

4. **TERMS.** The Order price shall not be increased nor the terms hereof changed without the City's written consent. The Seller warrants that the prices of the items covered by this Order are not in excess of the Seller's lowest lawful prices in effect on the date of this Order for comparable quantities of similar items. If cash discounts for early payment are offered by Seller, the period of time agreed upon as constituting "early payment" shall begin with the later of the invoice date or receipt of merchandise. "Net invoices" will be paid on the last day of the following month. Unless freight or other charges are itemized, the discount will be taken on the full amount of the invoice.

5. **DELIVERY SCHEDULE.** Time is of the essence in the fulfillment of this Order. This Order is subject to cancellation if not shipped at the specified time. The City reserves the right to refuse deliveries made in advance of the delivery schedule. Merchandise shipped after the time specified may be returned at the Seller's expense for full credit. Retention of all or any part of such merchandise shall not be considered acceptance of same. Acceptance of such merchandise shall not be deemed a waiver of the City's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule. City shall be reimbursed in full for all merchandise returned. In addition thereto, City shall have the privilege, if shipment is not made on time, to purchase similar merchandise in the open market in such quantities as they may find necessary not exceeding the amount called for in this Order and hold Seller responsible for the difference, if any, between the price so paid and the Order price.

6. **TERMINATION BY CITY.** City shall have the right for and at its convenience to terminate this Order in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with City's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. In no event shall the Seller be entitled to recover incidental, consequential, punitive or special damages. Seller shall advise the City, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination.

7. **ENTIRE AGREEMENT.** This Order constitutes the entire agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in the Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized officer of the City. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, which shall supersede all inconsistent provisions included in Seller's proposal and in any subsequent acknowledgment by Seller, notwithstanding the City's act of accepting or paying for any delivery or similar act of the City.

8. **SHIPMENT.** All material shall be properly packed for shipment. The Seller shall comply with the City's standard routing and shipping instructions issued by the City. If such instructions are not attached hereto or have not been previously received, instructions must be requested from the City immediately. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the face of the Order. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller. All items shall be properly identified with City's Order number releasing shipments against this Order and the Order item number or other identification number shown.

9. **TAXES.** Unless otherwise stated, the prices on the cover page of this order do not include any sales, use, excise, or similar taxes, duties, tariffs or import charges that may be applicable to the goods, materials, work or services furnished hereunder. All such taxes and charges shall be shown separately on Seller's invoice.

10. **INSURANCE.** Seller hereby certifies that insurance policies (from a reputable insurance company acceptable to the City) providing coverages and limits in accordance with good industry practices will be maintained in full force during the term of this Order.

11. **WARRANTIES.** City shall receive the benefits of any warranty made by the manufacturer of the Products. In addition, Seller warrants that it has title to the Products free and clear of any liens, claims, or other encumbrances, and that the Products and Services are of good and merchantable quality, in conformity with industry standards, fit and safe for their intended purpose, and free from defects of any kind. Seller further warrants that the Products and Services conform strictly to (i) the terms of the Purchase Order, (ii) any

specifications or drawings provided by City and/or any samples provided by Seller and (iii) Seller's published functional specifications for the Products. Seller further warrants that, except to the extent based on designs provided by City, the design, construction, sale, and use of the Products does not and will not infringe on any U.S. patent, trademark, service mark, trade secret or other proprietary rights of any other person. If any Products or Services are found not to conform to any of these warrants within twelve (12) months after delivery of such Products or completion of performance of such Services, or if any Products do not function properly during that time period for any reason other than as a result of City's misuse of such Products, then, at City's option and Seller's sole cost and expense, Seller shall promptly either repair or correct such nonconforming Products or Services or replace nonconforming Products with conforming Products. City also shall be entitled to pursue any other remedies available to it at law or in equity.

12. INDEMNIFICATION. Seller shall defend, indemnify and hold harmless City, its officials, officers, employees and agents (collectively the "Indemnitees") from and against all expenses, claims, demands, liabilities or money judgments including but not limited to reasonable attorney fees incurred by an Indemnatee arising from or related to (i) any breach of this Order or any covenant or warranty contained herein by Seller; (iii) any defect in goods or services; or (iv) the negligence or fault of Seller, its employees or authorized representatives. City shall promptly notify Seller of any proceeding, claim or threat filed against any Indemnitee and shall have the right, but not the obligation, to participate in the defense, including the right of retention of counsel and disposition of the matter. If any lawsuit or other action for which Seller is obligated to defend and indemnify City under this Order. Notwithstanding anything to the contrary in this Order, Seller shall have no duty of indemnification under this Order to the extent that said expenses, claims, demands, liabilities or money judgments are caused by the negligence, fault, or non-compliance with this Order on the part of the City. This Section shall survive any termination of this Order.

13. CHOICE OF LAW; VENUE. This Order and the purchase and sale of the Products and Services described herein shall be governed by and construed in accordance with the laws of the State of Kansas. The act of contracting for the purchase of the goods and services, and the payment for same, shall be deemed to have occurred in Johnson County, Kansas. Venue for any dispute arising from or related to this purchase order and the purchase of the Products and Services described herein shall be in the District Court in Johnson County, Kansas.

City of Prairie Village, Kansas		Crouch Recreation LLC	
By:		By: <i>Nicole Crouch</i>	(signature)
Eric Mikkelson		Nicole Crouch	(print name)
Mayor		Vice President	(print title)
Date:		Date: 2-10-2026	



1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

QUOTE

Quote Number	00002110	Issued Date	12/16/2025
Quote Name	Windsor Park FINAL	Expiration Date	01/15/2026
Account Name	Prairie Village Public Works 3535 Somerset Drive Prairie Village, KS 66208	Name	Melissa Prenger mprenger@pvkansas.com
Payment Terms	50% Down, Remainder Upon Receipt	Sales Rep	Travis Blankenship travis@crouchrec.com +1 7857668317

#	PRODUCT/SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Kompan	PCM400231-0651 Four Towers with Tunnel, Greenline In-ground 60cm	1	\$37,400.00	\$37,400.00
2	Kompan	MSV60200-0201 Service & Workshop Surface (expansion bolts)	1	\$7,030.00	\$7,030.00
3	Kompan	MSV60300-0201 Shop & Kitchen Surface (expansion bolts)	1	\$6,550.00	\$6,550.00
4	Kompan	Freight	1	\$5,669.00	\$5,669.00
5	Versasport	VS-3085-04 DEMOLITION - Removal & Haul off of existing play equipment* - Removal & Haul off of rubber mulch - Roll-off dumpster(s) included - Orange Construction fencing - Mobilization	1	\$13,513.00	\$13,513.00
6	Versasport	EQUIPMENT INSTALLATION Supplied Kompan Equipment by CR: - Four Towers with Tunnel (PCM400231) - Service & Workshop - (MSV602) -Shop & Kitchen - (MSV603)	1	\$9,699.00	\$9,699.00
7	Versasport	SAFETY SURFACING - EWF - Provided by Versasport - Geotextile - Drainage - EWF Installation	1	\$10,094.00	\$10,094.00
8	Versasport	TRASH - Removal & Haul off	1	\$880.00	\$880.00



1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

QUOTE

9	Versasport	MOBILIZATION - Equipment Installation	1	\$3,806.00	\$3,806.00
---	------------	--	---	------------	------------

Subtotal	\$94,641.00
Discount	\$10,196.00
Total Price	\$84,445.00
Tax	\$0.00
Grand Total	\$84,445.00
Deposit Amount	\$42,222.50

NOTES

PROJECT DETAILS

Bill to Address	Ship to Address	Project Address
Melissa Prenger mprenger@pvkansas.com 3535 Somerset Drive Prairie Village, KS 66208	Melissa Prenger mprenger@pvkansas.com 3535 Somerset Drive Prairie Village, KS 66208	3535 Somerset Drive Prairie Village, KS 66208

CONDITIONS

Agreement and Acceptance Upon acceptance, Crouch Recreation will perform the services described in the agreement. Any additional services requested that are not disclosed or specifically written in the agreement will incur additional costs.

Payment Terms All invoices for services described are payable per the payment terms listed on the Agreement. Electronic Payment (QuickBooks), Check and Credit Card (3% Fee) are all acceptable payment methods. Deposit is nonrefundable.

Taxes The owner is responsible for payment of all applicable federal, state, and local taxes and assessments (including sales, use and similar taxes) levied on the transaction. No tax exemption will be recognized unless a valid exemption certificate is provided at time of acceptance.

Late charge Any invoice unpaid after the due date will begin to accrue interest after the due date until the invoice is paid at the lesser of one and a half (1.5%) per annum or the highest lawful rate.

Schedule The schedule will be determined at the time of acceptance of the agreement.

Deliveries Production lead times vary depending on the complexity of the project and current workload. The delivery dates provided are estimates and not guaranteed. The Seller shall not be liable for delays due to factors beyond its control, including but not limited to acts of nature, material shortages, or transportation delays.

Installation The Customer shall provide access to the installation site and ensure it is prepared according to specifications. Crouch Recreation shall not be responsible for unanticipated site conditions, including but not limited to underground utilities, hidden obstacles, or structural deficiencies, unless such conditions were reasonably discoverable through routine inspections. The Customer shall be responsible for identifying and marking the location of any underground private utilities prior to installation. Crouch Recreation shall not be liable for damage to underground private utilities, property or irrigation systems resulting from the installation process.

Custom Design & Approval Crouch Recreation will provide the Customer with design proof for approval before production begins. Once approved, changes to the design may result in additional charges and delays in production and installation.



1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

SIGNATURE		
Signature	Name	Date











Four Towers with Tunnel

PCM400231

KOMPAN



Trekking bridge

Physical: the wobbly bridge trains balance and coordination as well as spatial awareness when children cross the bridge by running or jumping.

Social-Emotional: turn-taking and consideration when passing each other. Cooperation and socializing with others in and around the bridge.



Gearshift panel

Social-Emotional: cooperation, turn-taking, sharing. **Cognitive:** suggests a theme and supports dramatic play, which stimulates language skills. Communication skills when explaining functionalities. **Creative:** changing the position of the gear, leaving your mark.



Crawl-through hole

Physical: the hole allows for climbing and crawling through, developing cross coordination, proprioception and spatial awareness. **Social-Emotional:** cooperation and turn-taking when passing one another.



Talk tube

Social-Emotional: encourages communication and social interaction. **Cognitive:** evokes curiosity and stimulates an understanding of cause and effect and object permanence: objects and people still exist when out of sight.



Tunnel

Physical: the children crawl through the tunnel, developing motor skills such as cross-body coordination and proprioception. **Social-Emotional:** turn-taking when passing each other.



Slide

Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down. **Social-Emotional:** empathy stimulated by turn-taking. **Cognitive:** young children develop their understanding of space, speed and distances when sliding down quickly.



Sand scoops panel

Physical: hand eye coordination and push-pull movements. **Social-Emotional:** invites cooperation with two sides and provides for parallel play. **Cognitive:** logical thinking: cause and effect understanding when running scoops in grooves or shifting materials from scoop to scoop. **Creative:** shifting scoops, creating new scoop positions.

Service & Workshop

MSV602



String with knobs

Social-Emotional: turn-taking and cooperation are supported when pulling the string from side to side with friends or caregiver. **Cognitive:** an understanding of object permanence when the knob disappears and reappears when pulled. **Creative:** leaving the knob in different positions can support symbolic and creative thinking.



Tumbler

Social-Emotional: cooperation skills and turn-taking are supported when turning the tumbler from each side of the panel. **Cognitive:** cause and effect understanding for toddlers when spinning the tumbler.



Microphone

Cognitive: inspires dramatic play which stimulates language development. Discovering that the microphone can be shifted to different positions supports cause and effect. **Creative:** positioning the microphone in different positions can support symbolic thinking.



Funnel

Social-Emotional: trains cooperation and turn-taking as children put materials into the funnel. **Cognitive:** the passing of materials through funnels supports the children's logical thinking and for younger children the understanding of object permanence: that materials don't vanish but run through at the other end.



Pot

Cognitive: the pot can be removed, stimulating cause and effect understanding. Filling and emptying the pot stimulates logical thinking and the understanding of concepts such as empty and full. **Creative:** placing the pot in other areas of the play space in creative ways can support symbolic and creative thinking.



Gear wheels

Social-Emotional: cooperation skills and taking turns are developed when turning the gearing wheel. **Cognitive:** cause and effect understanding and logical thinking are supported when turning the vertical gear to make the horizontal gear run.



Bell

Cognitive: understanding cause and effect when ringing bell. **Creative:** leaving a mark by creating a sound rhythm when ringing or knocking the bell.

Shop & Kitchen

MSV603



Bell

Cognitive: understanding cause and effect when ringing bell. **Creative:** leaving a mark by creating a sound rhythm when ringing or knocking the bell.



Microphone

Cognitive: inspires dramatic play which stimulates language development. Discovering that the microphone can be shifted to different positions supports cause and effect. **Creative:** positioning the microphone in different positions can support symbolic thinking.



Funnel

Social-Emotional: trains cooperation and turn-taking as children put materials into the funnel. **Cognitive:** the passing of materials through funnels supports the children's logical thinking and for younger children the understanding of object permanence: that materials don't vanish but run through at the other end.



Clock

Cognitive: learning about numeracy and time in a tangible way. **Creative:** leaving your mark on the playground when setting the clock.



Crawl-through hole

Physical: the hole allows for climbing and crawling through, developing cross coordination, proprioception and spatial awareness. **Social-Emotional:** cooperation and turn-taking when passing one another. **Cognitive:** understanding space, shape and measurements when seeing if the body can fit through the hole.



Conveyor belt

Physical: tactile stimulation from running hands over rolling spheres on conveyor belt. **Social-Emotional:** spurs group play and conversations with its dual-sidedness. **Cognitive:** understanding of object permanence when pictures roll away and reappear.



Pot

Cognitive: the pot can be removed, stimulating cause and effect understanding. Filling and emptying the pot stimulates logical thinking and the understanding of concepts such as empty and full. **Creative:** placing the pot in other areas of the play space in creative ways can support symbolic and creative thinking.



PUBLIC WORKS DEPARTMENT

Consent Agenda: February 17, 2026

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT DRAIN-26X: CULVERT REPLACEMENTS

RECOMMENDATION

Approve the interlocal agreement with Johnson County for the DRAIN26X storm drainage improvement project.

BACKGROUND

The Johnson County stormwater management program has approved funding participation for the replacement of deteriorated drainage pipes at two locations; Homestead Drive west of Mission Road, and near 72nd and High Drive. The County's contribution for this project is funded through the Stormwater Management Program's (SMP's) system management renewal program.

The City has received the Interlocal Agreement from Johnson County for execution. Under the terms of the agreement, the County will participate in the project cost at a rate of 50% of eligible construction expenses.

Project ID	Project Name	Total Eligible Project Cost	Max SMP Share
1-PV-2026-R-624	72nd and High Drive Pipe Replacement Project	\$ 300,680.00	\$ 150,340.00
1-PV-2026-R-625	Homestead Drive Storm Drainage Replacement	\$ 145,000.00	\$ 72,500.00
Total		\$ 445,680.00	\$ 222,840.00

The project is currently in the design phase and is anticipated to be bid in the summer, with construction in the fall of 2026.

FUNDING SOURCE

Funding is available in the CIP project DRAIN26X.

ATTACHMENTS

Interlocal Agreement with Johnson County (1-PV-2026-R624 & 1-PV-2026-R-625)

PREPARED BY

Cliff Speegle, Sr. Project Manager

February 6, 2026

**Agreement between
Johnson County and the City of Prairie Village
For a Stormwater System Renewal Project(s)**

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

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, and further modified by Board approval on September 22, 2022, the County has established a countywide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") or multiple Renewal Projects identified on **Exhibit A**, each of which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

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

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that **Exhibit A** contains the list of the Renewal Project(s) which shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Renewal Project(s) ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Renewal Project(s) shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP).
The SAMP will be provided upon request.
3. **Estimated Cost of Renewal Project(s).** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project(s) as shown in **Exhibit A**. Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project(s) in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project(s). Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than

\$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

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

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

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The Project Reimbursement Form will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

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

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

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

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

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

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

If to the County:

Sarah Smith, P.E.
Senior Stormwater Project Engineer
Johnson County Public Works
1800 W. Old Highway 56
Olathe, KS 66061

If to the City:

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

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

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

City of Prairie Village

Mike Kelly, Chairman

Eric Mikkelsen, Mayor

Attest:

Attest:

Megan Johnson
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Scott Abbott
Assistant County Counselor

City Attorney

Exhibit A

List of 2026 Stormwater System Renewal Projects Approved for Johnson County Stormwater Management Program Funding

Project ID	Project Name	Total Eligible Project Cost	Max. SMP Share
1-PV-2026-R-624	72 nd and High Drive Pipe Replacement Project	\$300,680	\$150,340
1-PV-2026-R-625	Homestead Drive Storm Drainage Replacement	\$145,000	\$72,500
	Total:	\$445,680	\$222,840



PUBLIC WORKS DEPARTMENT

Consent Agenda: February 17, 2026

CONSIDER APPROVAL OF THE DESIGN AGREEMENT FOR THE PRAIRIE VILLAGE “SAFE STREETS AND ROADS FOR ALL” PROJECT WITH KIMLEY-HORN

RECOMMENDATIONS

Authorize the Mayor to sign the design agreement for the Prairie Village “Safe Streets and Roads for ALL” project with Kimley-Horn in the amount of \$99,990.00.

BACKGROUND

The City of Prairie Village was approved for a Federal Highway Administrations “Safe Streets and Roads for All” (SS4A) project. The approved Federal Grant is a Planning and Demonstration Grant and will be used to develop a Transportation Safety Action Plan for the City of Prairie Village. This City-Wide Transportation Safety Action Plan will update and expand on our last City-Wide Traffic Study completed in 2018.

Council approved the federal agreement for this SS4A project in the Fall of 2025. Since then, we have followed a consultant selection process. The bid notice was publicly advertised in the Legal Record for over 3 weeks. Two firms submitted proposals for this project. The consultant selection team consisted of 4 staff members along with Ward 5 Council Member, Nick Reddell. After the ranking of the proposals the team selected Kimley-Horn. This selection was a qualification-based selection, so we then negotiated the scope and fee.

Legal has approved the agreement language.

This overall SS4A project will be funded with 80% federal funds with the Kansas Department of Transportation (KDOT) funding 10% and the City funding 10%.

FUNDING

	<u>Funding for Project SAFE-2023</u>
Federal-	\$80,000.00
KDOT-	\$10,000.00
City-	<u>\$10,000.00</u>
Project Total-	\$100,000.00

ATTACHMENTS

Agreement with Exhibit B

PREPARED BY

Keith Bredehoeft, Public Works Director

February 11, 2026



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

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 Kimley-Horn and Associates, Inc., a corporation with offices at 805 Pennsylvania Avenue, Suite 150, Kansas City, MO 64105, 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 Citywide Traffic and Safety Plan, 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 Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

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

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. See Exhibit B (attached)

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and

delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- D. Completion Schedule** Recognizing the importance of timely completion, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	December 31, 2026
Issued to Contractor	N/A

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:

Design Phase	\$ <u>99,900.00</u>
Construction Services Phase	\$ <u>0,000.00</u>
Total Fee for Paving Project	\$ <u>99,900.00</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 negligent 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 reasonable 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. This shall not apply to individual aspects of the Consultants scope.
- 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 where applicable 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 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 employees against all claims, damages, and losses, including reasonable attorneys' fees, 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.
- S. Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, special, liquidated, delay or indirect damages including but not limited to loss of income or loss of profits.

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:

Consultant Firm

By


Jeff McKerrow, Associate

Address for giving notices:

Kimley-Horn and Associates, Inc.
805 Pennsylvania Avenue, Suite 150
Kansas City, MO 64105

Telephone: 816-381-8632

Email: jeff.mckerrow@kimley-horn.com

APPROVED AS TO FORM BY:

Alex Aggen, City Attorney

EXHIBIT B – Scope of Work and Payment

City of Prairie Village *Citywide Traffic and Safety Plan* Scope of Work

The Kimley-Horn Consultant Team (Consultant) will assist the City with developing a **Citywide Traffic and Safety Plan** to advance a series of safety improvements over the next several years. This plan will address all of the USDOT SS4A program requirements to be considered an eligible Action Plan for obtaining SS4A Implementation Grant funding. The following outlines the Consultant Scope of Services.

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TASK 2: PUBLIC AND STAKEHOLDER ENGAGEMENT

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The Consultant will mine any engagement reports for previous planning efforts, including Village Vision 2.0, as well as the Citywide Transportation Study and Citywide Bike/PedPlan. This will develop a baseline understanding of public sentiment and needs. Previous engagement efforts will be summarized with the intent of incorporating this content into the plan.

Citywide Outreach

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- One in-person open-house meeting if needed; assumes attendance from one member of Consultant team and support from Consultant for development of content (e.g., slides and board design files); City staff to print any meeting materials/boards and handle logistics and communications (i.e. promotion of event).

The Consultant will coordinate with the PMT on project branding (e.g., official project name, logo, brand guidelines, templates) as part of this effort.

DELIVERABLES

1. Previous engagement summary.
2. Project branding materials (logo, brand guidelines, templates).
3. Project website.
4. Online survey and interactive map.
5. Social media plan, content, and schedule.
6. Public open house (if needed) – attendance and support with boards/presentation development

TASK 3: POLICY AND PROCESS REVIEW

Written Policy Review

The Consultant will work with the City and PMT members to identify relevant existing policies related to transportation, safety, and capital project implementation. The Consultant will develop a brief inventory of existing policies (e.g., traffic calming program, speed limit setting, crosswalk policy), which will be the foundation for the recommended policies.

Stakeholder Interviews

To better understand the existing roles, policies, and safety priorities of key stakeholders, the Consultant will conduct up to eight (8) one-hour interviews with current transportation decision makers in the City. These interviews will supplement the written policy review to provide a more intimate understanding of how investment decisions are made and how projects are designed and implemented. These interviews may overlap with engagement efforts described under Task 2.

Policy Recommendations

The Consultant will document the policy review, stakeholder interviews, and policy recommendations to provide the background and detail for the City to update select policies, if needed. Example policies may relate to crosswalk guidance, setting speed limits, raised crossing treatments, school speed limit zones, intersection control, or other policies of interest to the City.

DELIVERABLES

- Written policy review.
- Stakeholder interviews and summary.
- Policy recommendations.

TASK 4: DATA COLLECTION AND ANALYSIS

The Consultant will conduct a comprehensive multimodal crash analysis that accounts for existing crash history and hotspots and locations with the highest crash risk.

Safety Data Compilation

The Consultant will compile a City-wide GIS-based “transportation safety asset database”, which will include:

- Data provided by the City, Johnson County, KDOT, and MARC (e.g., crash point layers, roadway segments and attributes, intersections and attributes, pedestrian and bicycle facilities, roadway AADTs).

- Existing and publicly available data sources (e.g., US Census data).
- Third-party “big data” sources such as Replica to access relevant AADT and trip speed information for City roadways.

Crash History and Crash Risk Analysis

The Consultant will conduct a citywide crash analysis, which will be based on at least five years’ worth of crash data supplemented with the other datasets compiled in the previous task and will be consistent with SS4A guidance. This analysis will include:

- An analysis of existing conditions and historic trends to provide a baseline understanding of crash trends (e.g., trends over time).
- Identification of crash hot-spots, including high-frequency and high-severity locations; the hot spot analysis will prioritize serious injury and fatal crash clusters.
- Identification of trends in contributing factors (where possible based on data availability).
- Analysis of roadway users involved (vehicles, bicyclists, pedestrians, etc.).
- Identification of any specific roadway design, built environment, or street lighting contributing trends.

The crash analysis will identify a high-injury network (HIN) of intersections and corridors to prioritize future safety improvements.

Focus Areas

Based on the data from the crash analysis, research on best available evidence and noteworthy practices, and public and stakeholder input, our team will identify up to four (4) key focus areas that projects and strategies will be tailored toward. As one example, speeding, which is an emphasis area within the 2025-2029 Kansas statewide Strategic Highway Safety Plan, could be one potential focus area.

DELIVERABLES

1. City-wide transportation safety GIS database.
2. Crash analysis summary, including high-injury network intersections and corridors.
3. Identified safety focus areas

TASK 5: IDENTIFICATION OF STRATEGIES AND PROJECTS

The Consultant will develop a comprehensive set of strategies and projects to address safety problems throughout the City. These strategies will span the five principles of the Safe System Approach: safer people, safer vehicles, safer speeds, safer roads, and post-crash care.

Countermeasure Identification for Focus Areas

After focus areas have been developed, the Consultant will work with the PMT to identify appropriate safety-based countermeasures with the greatest potential to improve safety at high-crash or high-crash risk locations. These will reference FHWA’s Proven Safety Countermeasures, NHTSA’s Countermeasures that Work, and AASHTO’s Highway Safety Manual guidance, along with best practice recommendations from NATCO, NCHRP, and others. Engineering countermeasures will include low-cost systemic improvements, major project improvements, and/or educational and enforcement strategies. Potential project locations will be reviewed against previous City, MARC and KDOT planning processes, with additional locations identified through the crash analysis task.

Additional consideration will be given to incorporation of new technologies that can promote safety (e.g., new data collection methods and tools, warning and detection systems, connected vehicle applications, etc.).

Targeted Safety Project Identification and Prioritization

The Consultant will identify specific safety project locations (e.g., specific segment or intersection improvements) across the City given findings from the HIN, public and stakeholder engagement, and previous City and KDOT planning efforts. These projects will be summarized in a tabular and map format. These may include priority locations for the systemic deployment of certain countermeasures and targeted locations where a more comprehensive suite of safety treatments is needed.

Catalyst Project Scoping

The Consultant will identify up to three (3) “catalyst projects” in priority locations to be used as showcases to maximize safety for all users. With these catalyst projects, the Consultant will develop planning-level concepts (i.e., two-dimensional layout and graphics to adequately convey the concept) and preliminary planning-level cost estimates. Projects selected may include location-specific improvements to high crash risk intersections or segments, or systemwide improvements (such as technology implementations, intersection daylighting, or curb bump outs). If the latter is desired, the project concepts will include guidelines for location selection and example graphics to highlight how the project may be implemented. For technology-focused projects, the Consultant will develop a high-level systems concept for the proposed solution in addition to the infrastructure-based concept designs.

The project scopes will be of sufficient detail to allow for easy packaging into future SS4A demonstration or implementation grant applications.

DELIVERABLES

- Defined set of countermeasures for focus areas (systemic and location specific).
- Safety “countermeasure toolbox” with unit costs and application guidance.
- Comprehensive set of safety strategies.
- Prioritization framework and project scoring.
- Project layout graphics and/or high-level systems concept for identified key catalyst projects (up to 3).
- Preliminary cost estimates for catalyst projects.

TASK 6: CITYWIDE TRAFFIC AND SAFETY PLAN

The Consultant will develop a Citywide Traffic and Safety Plan document, intended for adoption by the City Council.

SS4A Requirements

This plan document is intended to meet the requirements of the SS4A program and ensure eligibility for pursuing SS4A Implementation grant funding. As part of this documentation, the plan will declare an official public commitment from the Mayor or City Council regarding the vision and goals of the Citywide Traffic and Safety Plan. The documentation will include completing the SS4A Implementation Grant Self-Certification Eligibility Worksheet. The Consultant will also assist the City in quarterly reporting requirements for SS4A Planning Grant funds.

Development of Short-, Medium-, and Long-Term Targets

The Consultant will work with the PMT to develop safety targets intended to be effective and achievable. The long-term targets will focus on overall reduction of fatal and serious injury crashes and may provide more emphasis on specific demographic groups such as younger/older users or minorities who statistically are most vulnerable to traffic violence. The short- and medium-term targets will focus on implementation activities that will lead to reduction in fatal and serious injury crashes. Examples of short-term targets could include:

- The Implementation of a new crosswalk policy
- Number of intersection safety projects implemented.

- Number of roadways with lowered speeds and/or speed limits.
- Number of systemic safety treatments implemented city-wide.

Implementation and Monitoring

The Consultant will develop an implementation and monitoring plan that outlines how to institutionalize a Safe Systems approach in City policies and practices, as well as how to evaluate success and progress against the targets developed above. This may include a safety dashboard or report card that can be updated annually to evaluate current crash trends, as well as identify project successes. This framework will allow for the City to transparently measure and track progress over time after the plan is developed or updated.

Draft and Final Plan Documents

The consultant will work with the City to prepare a final plan document which details the following:

- Updated data inventories and analyses, including Citywide crash data.
- Ranked list of high-crash intersections and corridors (high injury network).
- Behaviors targeted for mitigation (focus areas).
- Recommended improvements to policies and procedures.
- Ranked lists of systemic and specific improvements by timeframe.
- Implementation matrix with costs and schedules.
- “Funding sources matrix” for funding safety projects.
- List of probable grant projects.

The draft plan will be approved by the PMT, after which the plan will be finalized and presented to the City Council for adoption. The plan will be posted online to allow community members to learn more about transportation safety and understand the City’s plan of action.

DELIVERABLES

- Draft and Final Citywide Traffic and Safety Plan
- SS4A Implementation Grant Self-Certification Eligibility Worksheet
- Implementation and monitoring plan
- Baseline safety report card for annual updates

PAYMENT

Kimley-Horn and Associates, Inc. will perform the services in Tasks 1-6 for the total lump sum fee below. Individual task amounts are informational only. The project will be billed monthly as a percent complete for each of the above-referenced tasks.

Task	Description	Labor Cost	Expenses	Total Cost
1	Project Management and Coordination	\$ 9,100		\$ 9,100
2	Public and Stakeholder Engagement	\$ 10,100	\$ 800	\$ 10,900
3	Policy and Process Review	\$ 16,900		\$ 16,900
4	Data Collection and Analysis	\$ 16,900		\$ 16,900
5	Identification of Strategies and Projects	\$ 21,500		\$ 21,500
6	Action Plan, Documentation, and Monitoring	\$ 24,600		\$ 24,600
Total		\$ 99,100	\$ 800	\$ 99,900

EXHIBIT B – Scope of Work and Payment

City of Prairie Village *Citywide Traffic and Safety Plan* Scope of Work

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- “Funding sources matrix” for funding safety projects.
- List of probable grant projects.

The draft plan will be approved by the PMT, after which the plan will be finalized and presented to the City Council for adoption. The plan will be posted online to allow community members to learn more about transportation safety and understand the City’s plan of action.

DELIVERABLES

- Draft and Final Citywide Traffic and Safety Plan
- SS4A Implementation Grant Self-Certification Eligibility Worksheet
- Implementation and monitoring plan
- Baseline safety report card for annual updates

PAYMENT

Kimley-Horn and Associates, Inc. will perform the services in Tasks 1-6 for the total lump sum fee below. Individual task amounts are informational only. The project will be billed monthly as a percent complete for each of the above-referenced tasks.

Task	Description	Labor Cost	Expenses	Total Cost
1	Project Management and Coordination	\$ 9,100		\$ 9,100
2	Public and Stakeholder Engagement	\$ 10,100	\$ 800	\$ 10,900
3	Policy and Process Review	\$ 16,900		\$ 16,900
4	Data Collection and Analysis	\$ 16,900		\$ 16,900
5	Identification of Strategies and Projects	\$ 21,500		\$ 21,500
6	Action Plan, Documentation, and Monitoring	\$ 24,600		\$ 24,600
Total		\$ 99,100	\$ 800	\$ 99,900



ENVIRONMENTAL COMMITTEE

CONSENT AGENDA: February 11, 2026

Consider mattress removal and reuse agreement with Sleepyhead Beds

RECOMMENDATION

Staff recommends the City Council approve a mattress removal and reuse with Sleepyhead Beds in conjunction with the annual large item pickup.

BACKGROUND

In 2022, the Prairie Village Environmental Committee piloted a mattress pickup and recycling program with Sleepyhead Beds. The pickup took place in conjunction with the annual large item pickup with mattresses collected on the Friday before each Saturday pickup date. Thanks to the pilot program, 460 mattresses were diverted from landfill. The program was repeated in 2023 with 279 mattresses collected, in 2024 with 90 mattresses collected and in 2025 with 106 mattresses collected.

Sleepyhead Beds is a non-profit, 501(c)(3) charitable organization founded in 2010 that takes gently-used, donated beds and bedding and distributes them to Kansas City area children and families in need, free of charge. In 2022 and 2023, mattresses that were not in reusable condition were broken down so their components could be recycled by Avenue of Life. A recycling partner did not exist in 2024 or 2025. However, Bridge the Gap intends to bring mattress recycling back to the Kansas City Metro this year. Sleepyhead Beds intends to partner with them for the 2026 collection.

Residents are asked to let the City know if they will be putting out mattresses during the pickup and indicate how many and what condition they're in. This can be done online at pvkansas.com/pickupmymattress until three days before the pickup. City staff will then provide a list to Sleepyhead Beds, who will visit each of the City's four pickup areas the Friday before Republic trash crews will be in the area. The schedule is as follows:

- Week 1 - April 10 - Homes east of Roe and south of 75th Street
- Week 2 - April 17 - Homes east of Roe and north of 75th Street
- Week 3 - April 24 - Homes west of Roe and north of 79th Street
- Week 4 - May 1 - Homes west of Roe and south of 79th Street

FUNDING

During the 2026 budget process, the mattress collection was included in the solid waste budget. The cost is \$20 per mattress.

ATTACHMENTS

Sleepyhead Beds Agreement

PREPARED BY

Ashley Freburg

Public Information Officer

Environmental Committee Staff Liaison

Date: February 11, 2026

MATTRESS RECYCLING SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Prairie Village, Kansas, a municipal corporation, (hereafter "City") and SleepyHead Beds, LLC (hereafter "Collector"), effective this 17th day of February 2026.

RECITALS

WHEREAS the City has expressed its commitment to a mattress collection service;

WHEREAS, the City desires to enter into an agreement for the temporary provision of professional services for the collection and transportation of mattresses for all households within its City limits;

WHEREAS, Collector already provides mattress collection and transportation services to various residents within Prairie Village; and

WHEREAS, Collector desires to perform such professional services for the City.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and Collector agree as follows:

AGREEMENTS

1. **Services.** Collector shall operate and manage a program for the collection of mattresses in Prairie Village:

A. The City shall provide a list of addresses for those residents who have indicated they will have mattresses at the curb for recycling. Collector will use the list to guide routes and pick up mattresses. Collector will also pick up mattresses along the route that were not indicated on the City's list as long as they are in good, reusable condition. All mattresses picked up by Collector pursuant to this Agreement will be charged to the City at the rates set forth below.

B. Collector shall transport the collected mattresses to their own facility for re-use.

C. Collector shall handle all customer service, complaints, and comments regarding the services provided and shall provide a direct phone number and email address to the City for distribution to residents.

2. **Time of Collection.** Collector shall collect mattresses in coordination with the City's annual large item pickup. The City shall inform all residents to place mattresses at their curbside or other designated pickup area no later than 7:00 AM on pickup days and mattresses should be collected by the Collector at or after the hour of 7:00 AM each day. The Collector will visit each of the City's four pickup areas the Friday before the City's Solid Waste Provider services the area for the large item pickup. The schedule is as follows:

• Week 1 - April 10: all homes east of Roe and south of 75th Street

- Week 2 - April 17: all homes east of Roe and north of 75th Street
- Week 3 - April 24: all homes west of Roe and north of 79th Street
- Week 4 - May 1: all homes west of Roe and south of 79th Street

3. **Payment.** The City shall pay the Collector 20 dollars and no cents (\$20.00) for each mattress collected under the terms of this agreement. This payment shall be made to the Collector within one month of receipt of invoice. Collector will only bill for those mattresses collected.

4. **Independent Contractor.** Both parties understand that Collector, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither party shall represent that it or its agents, employees, or independent contractors are agents or employees of the other party, nor shall either party make any representations on behalf of the other without the other party's prior written consent.

5. **Term of this Agreement.** The term of this Agreement shall be from February 17, 2026 through June 1, 2026 with the recycling collection beginning April 10, 2026.

6. **Termination.** The City may terminate this Agreement at any time in the event of a material breach by the Collector not cured within thirty (30) days of receipt of notice by the City. The City and Collector can terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

7. **Safety and Accidents.** Collector shall comply with all laws and industry safety standards applicable to the services provided hereunder. Collector shall perform the work in full compliance with applicable federal, state, and City regulations, and shall assume sole and complete responsibility during the course of completion of the assignment for the safety of Collector's employees, agents or contractors. If death or serious injury occurs in connection with the performance of this Agreement, Collector shall immediately notify the City Administrator by phone.

8. **Insurance.** Collector shall maintain for the duration of this Agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Kansas and that meet the following requirements:

- a. Workers' Compensation - Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
- b. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- c. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

9. **Insurance Certificates.** Before Collector performs any portion of the services agreed upon, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Collector agrees to maintain the insurance required by this Article for the duration of this agreement.

10. **Waiver of Subrogation.** Insurance coverage (except commercial automobile liability) shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers, and employees.

11. **Non-Assignment.** Collector shall not assign, transfer or convey this Agreement or its rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event the Collector attempts to assign, transfer, convey or otherwise alter this Agreement or its rights, duties, or obligations hereunder or any party thereof without the prior written consent of the City, the City may, at its option, terminate this Agreement immediately.

12. **Indemnification and Liability.** Collector agrees to indemnify and defend the City, its officers, employees, agents, and servants, from and against any and all liability, claims, demands, actions, suits, or losses, including reasonable attorneys' fees and defense costs, arising or resulting from negligent acts, errors, or omissions of the Collector. IN NO EVENT SHALL CITY BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, THIRD PARTY CLAIMS (OTHER THAN AS SET FORTH IN THE PRECEDING SENTENCE), CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT COLLECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **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 Collector, 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.

14. **Governing Law.** This Agreement is entered into and is to be performed in the State of Kansas. City and Collector agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

15. **Warranties.** The City makes no warranty express or implied, regarding the recyclable materials which are the subject of this Agreement. Specifically, whether the recyclable materials are fit for any particular purpose. Other than Collector's obligation to deliver the collected materials to a material processing facility or other appropriate collection site, Collector assumes no responsibility for the proper disposal or recycling of the collected materials.

16. **Notices.** All notices required or contemplated by this Agreement shall be personally served or mailed, postage prepaid, and addressed to the parties as follows:

City of Prairie Village
Attention: City Administrator
7700 Mission Rd
Prairie Village, KS 66208

Sleepyhead Beds
c/o Pam Glickman
5604 Troost Avenue
Kansas City, MO 64110

17. **Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

18. **Successors and Assigns.** The City and the Collector each is hereby bound and the partners, successors, executors, administrators, legal representatives, and assigns of the City and the Collector 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.

19. **Amendment.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

20. **Entirety.** This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

21. **Non-Discrimination.** The Collector 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 Collector 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 as of the Effective Date.

SO AGREED

The City of Prairie Village, Kansas

By: _____
Eric Mikkelson, Mayor

Date: _____

SleepyHead Beds

By: _____
Pam Glickman, Executive Director

Date: 02/11/2020

ATTEST:

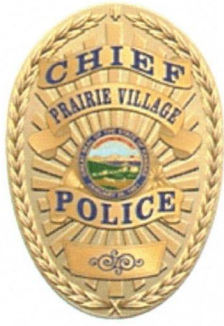
By: _____
Adam Geffert, City Clerk

Date: _____

APPROVED AS TO FORM BY:

By: _____
Alex Aggen, City Attorney

Date: _____



PRAIRIE VILLAGE POLICE DEPARTMENT

ERIC M. McCULLOUGH - CHIEF OF POLICE

INTEROFFICE MEMORANDUM

DATE: January 28, 2026
TO: Mayor Mikkelson and City Council Members
FROM: Chief Eric M. McCullough *EMC*
SUBJECT: FORFEITURE TRUST FUND 2025 ANNUAL REPORT

As per Council Policy, I am submitting the following annual report for the time period of January 1 through December 31, 2025.

PD GENERAL FORFEITURE FUND – 01-00-00-2117-000

FUND TOTAL - January 1, 2025: **\$25,657.42**

Expenditures

Lemur 2 Ops Bundle Deposit **\$15,000**

Revenue

Interest **\$275.52**

Restitution (8) **\$1,190.07**

Drug Tax Distribution from State of Kansas **N/A**

FUND BALANCE - December 31, 2025: **\$12,123.01**

FORFEITURE TRUST FUND 2024 ANNUAL REPORT

January 28, 2026

Page No. 2

Federal Equitable Sharing Reserve – 01-00-00-2119-000

FUND TOTAL - January 1, 2025: \$507.79

Revenue

Interest \$7.35

FUND BALANCE - December 31, 2025: \$515.14

FORFEITURE TRUST FUND BALANCE: \$12,638.15

EMM:ecw

cc: Accounting

2025 Forfeiture & Federal Equitable Sharing Accounts

Beginning of Yr Balance 01-00-00-2117-000	\$ 25,657.42	Beginning of Yr Balance 01-00-00-2119-000	\$ 507.79
Expenditures Total	\$ (15,000.00)	01-00-00-2119-000 F.E.S. Interest	\$ 7.35
Restitution Total	\$ 1,190.07	TOTAL	\$ 515.14
Currency Total	\$ -		
Sale of Vehicles Total	\$ -		
Drug Tax Distribution Total	\$ -		
01-00-00-2117-000 General	\$ 275.52		
TOTAL	\$ 12,123.01		

[illegible]

TOTAL

\$ -

Date	Sale of Vehicles	Amount

reconciled 1/27/2026

TOTAL \$ -

Drug Tax Distribution	Amount	reconciled 1/27/2026
4th quarter 2024		
1st quarter 2025		
2nd quarter 2025		
3rd quarter 2025		
TOTAL	\$ -	

General Forfeiture 01-00-00-2117-000	
Interest	Amount
January	\$ 22.13
February	\$ 48.32
March	\$ 26.23
April	\$ 24.43
May	\$ 26.62
June	\$ 40.13
July	\$ 25.59
August	\$ 1.76
September	\$ 33.18
October	\$ 6.83
November	\$ 10.80
December	\$ 9.50
TOTAL	\$ 275.52

Federal Equitable Sharing 01-00-00-2119-000	
Interest	Amount
January	\$ 0.44
February	\$ 0.93
March	\$ 0.50
April	\$ 0.47
May	\$ 0.51
June	\$ 0.77
July	\$ 1.09
August	\$ 0.07
September	\$ 1.41
October	\$ 0.29
November	\$ 0.47
December	\$ 0.40
TOTAL	\$ 7.35

reconciled 1/27/2026



COU2026-10: Consider approval of an agreement with Group Creative Services for development of the Public Arts Master Plan

RECOMMENDATION

Move to approve an agreement with Group Creative Services for development of a Public Arts Master Plan.

Background

The City Council approved funding for a Public Arts Master Plan at their November 3, 2025 meeting. The plan is funded by Transient Guest Tax funds.

Historically, Prairie Village has supported public art. Existing public art is profiled on the [Prairie Village Arts Council website](#), in addition to various sculptures and other art throughout the community.

In 2023, the City Council supported the creation of a Public Arts Fund to generate additional public art throughout the community. Each year since then the Public Arts Fund has received a contribution from the Transient Guest Tax fund to be spent on public art. A council policy outlined a procedure for purchase of public art including potential funding options, purchasing mechanisms, purchasing approval, and placement of the public art. It is anticipated it will be a collaborative process between the Arts Council, Parks and Recreation Committee, and City Council.

Since that time, the Arts Council has been developing a plan for the roll out of a Public Arts program while building a balance in the public arts fund currently at \$50,169 as of 11/1/2025. A Public Arts Master Plan would help the Arts Council and community develop and roll out a successful public art program. It is anticipated a Master Plan would include public engagement and a comprehensive funding plan for public art which could include public and private dollars.

If approved, the Arts Council along with a team of staff would begin the master plan process. The process will be detailed on a website and will include public engagement. The completed master plan will come back to the Council for approval. It is anticipated it would be completed in 2026.

FINANACIAL IMPACT

The City Council approved an allocation of up to \$40,000 to be funded through Transient Guest Tax funds. A portion of this funding is coming from the Arts Councils' 2026 public art fund allocation.

Five bids were received, and the selection committee of Arts Council members and staff member Nickie Lee selected Group Creative Services based on a strong understanding of Prairie Village's needs, professional background and resources, breadth of consulting services able to be provided, and fees.

Firm Name	Cost
Designing Local	\$38,000
EverStrive Solutions	\$39,500
Civic Centered	\$40,000
Group Creative Services	\$40,000
Shockey Consulting Services	\$40,000

ATTACHMENTS

Group Creative Services Contract

Addendum 1: Proposal for the Prairie Village Public Arts Master Plan

PREPARED BY

Nickie Lee

Deputy City Administrator

February 10, 2026



Contract for Services: Prairie Village Public Arts Master Plan

This document serves as a contract between the Prairie Village (City) and Group Creative Services (Group). The City desires to engage the consultants, Group Creative Services, to facilitate the development of an art and culture plan for the city of Prairie Village.

Group Creative Services agrees to provide the City the scope of services as outlined in "Scope and Services" attached hereto as Addendum 1 including the add-ons for a total budget of \$40,000 (the "Planning Phase Services"). Every effort will be made to complete the work as defined in the scope of services (the "Planning Phase Deliverables") by December, 2026.

1. Acceptances

The undersigned representative of the City has the authority to enter into this Agreement on behalf of the City. The City agrees to cooperate and to provide Group with everything needed to complete the Planning Phase Services as, when and in the format requested by Group. Group has the experience and ability to provide the Phase Services described in this Agreement for the City and will do so in accordance with the standards and timeframes set forth in this Agreement. Group will use commercially reasonable efforts to meet every deadline that's set and to meet the expectation for the Planning Phase Services in accordance with the standards set forth in this Agreement. Once the Planning Phase Services have been completed and paid for, the Parties may, upon mutual agreement and in accordance with the terms to be negotiated therein, enter into a Design Development Contract to move forward with one or more Artist RFPs for public art activation; notwithstanding the foregoing, the City is under no obligation to so move forward, and upon the completion of the Planning Phase Services, this Agreement shall automatically terminate unless amended by the Parties.

EXCEPT AS SET FORTH IN THIS DOCUMENT, GROUP DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED, OR IMPOSED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK. EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN "AS-IS" BASIS.

2. Confidentiality & Non-Disclosure

Each Party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other Party, except to the extent required to be disclosed in accordance with the Kansas Open Records Act. "Confidential Information" means all nonpublic information (at the time of disclosure) disclosed by one Party to the other Party under this Agreement, provided such information is marked or indicated by the disclosing Party to be confidential, or would clearly be an unwarranted invasion of the reasonable expectation of privacy. Notwithstanding the foregoing, the Parties agree that any artist RFP is designated Confidential Information and will not be used or disclosed by the City without the prior written consent of Group.

In the event a Party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such Party shall, to the maximum extent permitted by law or opinion of counsel, provide the other Party with prompt notice prior to any disclosure so that the Party or its representative may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each Party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents, except as limited in statute by the Kansas Tort Claims Act. The Parties agree that a breach or threatened breach of this Agreement may cause irreparable injury to the other Party, and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled, as its sole remedy, to seek equitable relief, including injunctive relief and specific performance. The obligations of this Section shall survive termination of this Agreement for a period of 2 years.

3. Group as Artist(s)' Representative

Both parties agree and understand Group has expended substantial resources, both economic and noneconomic, to develop relationships with artists and expertise in the intersection of art and the public sphere. The City understands and agrees that this contract covers not only the physical products that shall be ultimately installed as art, but also professional judgment and guidance from Group. The City understands that, relating to all matters forming the subject of this contract, Group is and shall continue to be any selected or prospective artist's exclusive representative. The obligations of this Section shall survive termination of this Agreement for a period of 2 years.

4. Ownership and Licenses

Title to and ownership of all Deliverables, systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know-how and hardware owned by Group or in the possession of Group and used in the creation of the Planning Phase Deliverables (together with any copyright or other intellectual property rights therein) shall remain with Group (the "Group Materials"), provided however that upon payment in full of all amounts for the Planning Phase Services, Group grants the City a limited, non-exclusive, royalty-free license to reuse and reproduce the Deliverables from Phases 1-3 of Addendum 1.

Notwithstanding the foregoing, the City agrees that it shall have no intellectual property ownership rights in, or licenses to use, any project proposals submitted in connection with Phase 4 of Addendum 1 unless or until the Parties enter into a Design Development Contract as described in Paragraph 1.

The City acknowledges and agrees that Group may perform similar services for other Cities, and nothing herein will be construed as limiting Group's rights to use Group Materials in connection with work for any third party.

5. Term & Termination

Either Party may terminate this Agreement at any time, with or without cause, upon 14 days written notice. Either Party also may at any time terminate the Agreement immediately if: (i) the other party commits a breach of this Agreement and such party does not cure a breach within 10 days of written notice from the non-breaching party of such breach.

If this Agreement is terminated by Group without cause, Group agrees to refund City for any amounts paid to Group by City. If this Agreement is terminated by the City without cause, the City agrees to pay Group any and all sums which are due and payable for services provided as of the date of termination. Upon termination, the City shall pay to Group all amounts due and payable. If upon termination the City has not paid fees owed for the material, Planning Phase Deliverables or Planning Phase Services provided by Group as of the date of termination, the City herein relinquishes any and all rights to use the Group

Materials, or the Planning Phase Deliverables until the City has paid Group in full. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement.

6. Payment Terms

Payments for each invoice delivered by Group to the City are due within 30 days of the date of such invoice. Payment will be requested on the following schedule:

- \$5000 upon signature of contract
- \$4500 at completion of Phase 1 of Addendum 1
- \$4500 at completion of Phase 2 of Addendum 1
- \$14,000 at completion of Phase 3 of Addendum 1
- \$12,000 at completion of Phase 4 of Addendum 1

In case of overdue payments, in addition to any other rights or remedies Group has under this Agreement or at law or equity, Group reserves the right to stop work until payment is received.

7. Changes

Any material changes to the Planning Phase Services, including work to be performed and related fees must be approved by the prior written consent of both Parties.

8. Indemnification and Limitation of Liability

To the maximum extent allowable by law, the City agrees to indemnify, defend and hold harmless Group from any and all claims, actions, damages, liabilities, costs and expenses caused by the City's (i) gross negligence; or (ii) from a breach or alleged breach of any of the City's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, GROUP SHALL NOT BE LIABLE TO THE CITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, GROUP'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE.

9. Right to Authorship Credit

Both Parties agree that when asked, the City must properly identify Group as the creator of the Planning Phase Deliverables. The City does not have a proactive duty to display Group's name together with the Planning Phase Deliverables, but the City may not seek to mislead others that the Planning Phase Deliverables were created by anyone other than Group. The City hereby agrees Group may use the Planning Phase Deliverables as part of Group's portfolio and websites, galleries and other media to showcase Group's work. Group will not publish any confidential or non-public work without the City's prior written consent.

10. Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of Kansas, without regard to the conflicts of law provisions thereof, and the Parties consent to exclusive jurisdiction and venue in the courts located in Johnson County, Kansas.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

11. Force Majeure

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

12. Severability

To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

13. Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty- four (24) hours of submission.

14. Miscellaneous

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement.

The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

15. Entire Contract

This Agreement and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.

(Printed name for the City)

(Signature)

(Date)

(Printed Name of Group Creative Services agent)(Signature)

(Date)

Proposal for the Prairie Village Public Arts Master Plan

**Firm Name:**

Group Creative Services
1424 48th St
Des Moines, IA 50311

Point of Contact:

Teva Dawson
515 244-8590
teva@groupcreatives.com

**Prepared for:**

City of Prairie Village, KS

Date:

January 16, 2026

- in partnership with -

CONFLUENCE

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GROUP CREATIVE SERVICES

1424 48th St

Des Moines, IA 50311

Dear Nickie and members of the selection committee:

We're pleased to present this proposal to put our public art expertise to work for Prairie Village.

Group Creative Services knows that art works hard for cities. When thoughtfully executed, public art advances a broad spectrum of civic goals. The public art plan will be tailored to fit Prairie Village's assets and identity, focusing on achievable actions that support the shared goals of the community. Further, we will guide you in putting the finished plan into immediate action, with the design of a ready-to-build pilot project.

Our strategies move beyond murals and traditional sculptures, looking at unexpected ways to integrate arts and culture into infrastructure, programming and more. We bring art into the every day, and into every place - with careful consideration of the physical and cultural context.

We'll build broad-based support and coordination. The planning process will seek input from a wide variety of residents and stakeholders - including those who don't consider themselves part of the "art scene." We work hard on the front end to build consensus, laying the groundwork for a smooth approval and implementation process. We'll work with you to define a clear framework for success, allowing City staff, the Arts Council, residents, and organizations to work together to achieve collective goals. Critically, this support and coordination lays the groundwork for successful fundraising.

We understand the local context. Our team includes the Kansas City office of Confluence and Kansas poet Huascar Medina. Their extensive knowledge of the area and the Kansas art landscape will allow us to hit the ground running.

We know how to support local artists, because we are artists. Our team includes working artists - from poets to sculptors to sound artists. We have extensive experience in guiding artist's professional development - helping bring artistic vision from the studio to the world. We will look for ways to lift up your local talent.

Developing this public art plan is **an opportunity to create distinction that continues to set Prairie Village apart.** Thank you for considering our team. We are ready to begin this work with you today!

Teva Dawson

Group Creative Services

515 244-8590 \ teva@grouppcreatives.com

FIRM DESCRIPTION - GROUP CREATIVE SERVICES

ABOUT GROUP CREATIVE SERVICES

As an arts and culture consultancy, Group Creative Services (Group) provides artistic solutions to pressing community needs. We help communities harness the power of the arts to drive innovation, discover cost efficiencies, create beautiful infrastructure, and build community. Our 3 primary services are:

Policy and Planning: Art that works harder

Group Creative Services offers planning and consulting services to communities that are ready to generate a strong return on arts and culture investments. Unlike more traditional arts planning, Group's process aims to advance larger civic goals and build public art practices into municipal processes. We produce stand-alone arts and culture plans, and integrate the arts into other community planning processes.

Placemaking: Building Distinct Places to Live

Small and large, temporary or permanent, we use art, culture and design to strengthen communities. We bring new attention to community assets, raise the voices of residents, and honor contemporary heritage while envisioning new possibilities for a community or place. This can take the form of sculptural installations, performance art, artistic lighting, and much more.

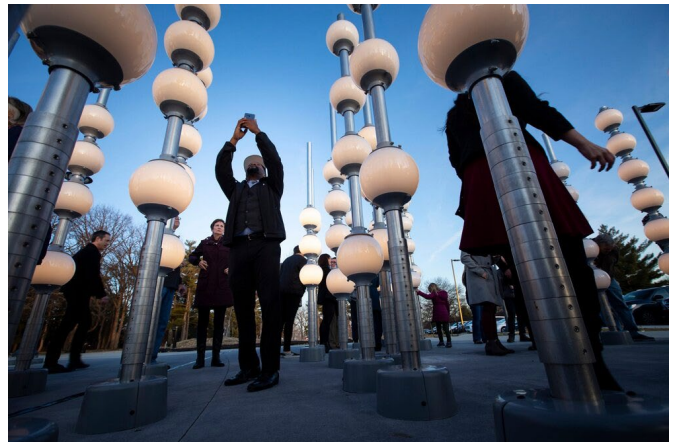
Art Facilitation and Installation Management

Whether temporary or permanent, public parks or building lobbies, we complete art installation projects that meet client goals, deadlines and budgets. We do not represent specific artists, rather we draw on our network of local and national artists to find those who are exactly the right fit for the need, and then manage the project through completion.

Group Creative Services has been working with public and private clients to promote arts and culture since 2017. Our 7-member team is located in Des Moines, Iowa.

A few of our past projects include:

- [Topeka Public Art and Culture Plan](#)
- [Bondurant Art, Culture and Wayfinding Plan \(in partnership with Confluence\)](#)
- [West Fargo Downtown Placemaking Plan](#)
- ["River Constellation" art installation \(pictured below\)](#)
- [Ankeny High Trestle Trail Experience Master Plan](#)
- ["Woven Lines" sculpture installation](#)



FIRM DESCRIPTION - CONFLUENCE

WHO WE ARE / CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 75+ includes 38 licensed landscape architects and AICP certified planners—and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects. Our landscape architects are licensed to practice in California, Colorado, Georgia, Kansas, Idaho, Illinois, Iowa, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, Nevada, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Wisconsin, and Wyoming—and this list continues to grow to meet our clients' needs.

WHAT WE DO

Simply stated—we create places full of life. The diversity of our work and expertise has become a hallmark of our firm, and it's a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation. With over twenty years of award-winning experience and hundreds of completed projects, Confluence has shaped the practice of landscape architecture, planning and urban design across the Midwest, and we love what we do. *What can we do for you?*

HOW WE WORK

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. From vision to completion, our team excels in collaborating to shape and achieve your “what’s next”—while also planning ahead on your long-term strategy. The diversity of our practice and professional experience provides a solid framework upon which to build successful strategies for achieving our client’s goals.

Confluence brings together people, energy and ideas to shape the future of our communities. We strive to achieve the inherent potential within each project while naturally making our world a better place.

LOCATIONS

Kansas City

417 Delaware Street
Kansas City, MO 64105
816.531.7227

Minneapolis

Chicago

Cedar Rapids

Des Moines

Sioux Falls

Omaha

Fargo

Denver

Our network of nine offices, located throughout the Midwest, provides value to our clients through our depth of experience identifying, developing and applying emerging creative trends and best practices.



PROJECT TEAM



TEVA DAWSON

Project Lead/Manager

Title: Owner and Founder
Firm/Location: Group Creative Services / Des Moines IA
Education: Drake University, BA in Environmental Education

Teva will lead this project, drawing on her expertise in public art, local government, and strategic planning. Before starting Group Creative Services, Teva invested 20 years fostering regional government collaboration around the themes of parks, transportation, resiliency and health - first at Des Moines Parks & Recreation and later at the Des Moines Metropolitan Planning Organization. Teva founded Group Creative Services in 2017 and has since led 30+ public art projects, such as:

- Topeka, KS Arts and Culture Plan
- Bondurant, IA Art, Culture and Wayfinding Plan
- West Fargo, ND Downtown Placemaking Plan
- North River Arts and Culture Plan / Central Iowa
- Ankeny, IA High Trestle Trail Experience Master Plan



MATT EVETT ASLA, PLA

Title: Associate Principal and Landscape Architect
Firm/Location: Confluence / Kansas City MO
Education: Purdue University, BS in Landscape Architecture

Matt is an urban designer and landscape architect with both public and private experience in integrating art into his projects. Matt makes art a part of the conversation early on in the design process to successfully integrate it into the surrounding context. Over the years Matt has worked with many artists, giving him a true understanding of the artist perspective and goals in seamlessly incorporating art into the landscape. Matt brings 24 years of experience, including these notable projects:

- Wichita Art Museum / Wichita, KS
- Johnson County Arts and Heritage Center / Overland Park, KS
- Merriam Plaza Library: Antioch Library Replacement / Merriam, KS
- Lenexa Community Center + Senior Center Plan / Lenexa, KS
- Gardner Destination Downtown / Gardner, KS

*Professional Registrations: Licensed Professional
Landscape Architect: Missouri / #LA-2008028933*



RACHEL BUSE

Title: Creative Advisor & Artist Liaison
Firm/Location: Group Creative Services / Des Moines IA
Education: University of Nebraska - Lincoln, BA Fine Arts

Rachel Buse is a Des Moines sculptor working in soft materials. She is a past recipient of the Iowa Artist Fellowship and has been an artist in residency at the Children's Museum in Pittsburgh, Grinnell City in Grinnell, and Art Farm in Nebraska. Rachel will advise on creative and practical strategy for the project, ensuring that the plan incorporates the expertise of a working artist. Rachel has worked on 20+ public art projects with Group Creative Services, including:

- Waukee, IA Art and Culture Plan
- Art Week Des Moines (IA)
- West Fargo, ND Downtown Placemaking Plan
- Johnston, IA Art & Culture Plan



HUASCAR MEDINA

Title: Art Advisor
Firm/Location: Group Creative Services / Topeka, KS
Education: Washburn University, BA in English

[Kansas Poet Laureate emeritus](#) (2019-2022) and [Academy of American Poets Laureate Fellow](#) Huascar Medina works for Mid-America Arts Alliance providing professional development programming to artists in a six-state region. His experience working with artists and art organizations at the local, state and federal levels focuses on bridging divides, overcoming communication barriers across sectors, and integrating local art ecosystems into regional, state, and municipal governing entities with cultural empathy.

Huascar is entrenched in the Kansas (and national) art scene, having served on the board of Arts Connect (Topeka) and as a member of the Kansas Book Festival committee, Accessible Arts Greater Kansas City (AAGKC) and the National Council on the Arts. He is also a founding member of Topeka United, a movement to celebrate and welcome diversity in the Topeka community.

Huascar has authored two books of poetry and serves as a writer and editor for multiple publications, such as sevenightfive magazine and the Kansas Reflector. His work has appeared in the Flint Hills Review, Kansas Magazine, The New York Times, and elsewhere.

Huascar will advise on artistic strategy for the plan, drawing on his expertise in artist professional development, his extensive knowledge of the Kansas art community, and his experience as a successful artist.



RYAN HANSER APR

Title: Public Outreach & Public Relations Advisor
Firm/Location: Group Creative Services / Des Moines IA
Education: University of Northern IA, BA in Communications

Ryan Hanser brings 25 years of public relations experience, including service to governments yielding award-winning projects that influence behavior. His work—especially for travel and tourism clients—has been nationally recognized and he is accredited by the Public Relations Society of America. Ryan will direct public outreach for the plan and coordinate the artist design concepts in phase 4. With Group Creative Services, Ryan has developed public outreach plans, managed art installations, and supported planning for 20+ projects, including:

- Topeka, KS Arts and Culture Plan + Participatory Art Series
- Waukegan, IA Arts and Culture Plan + Tallgrass Pond Art Installation
- New Ulm, MN Strategic Plan
- Bondurant, IA Art and Culture Plan + Lake Petocka Art Integration



ALEX BRAIDWOOD

Title: Artistic Director
Firm/Location: Group Creative Services / Ames IA
Education: Art Center College of Design, MFA Media Design

Alex Braidwood is a sound artist, media designer, and educator who has exhibited art, lectured, and performed live at events and venues throughout the US, Europe, Asia, and Australia. Alex is Director of the Artist-in-Residence program at Iowa Lakeside Lab biological field research station, Associate Professor in the Iowa State University College of Design, and faculty in the Human-Computer Interaction program at Iowa State University. Alex will advise on artistic strategy for the plan and provide graphic design work for the final document. Alex has worked on 20+ public art projects with Group Creative Services, including:

- Bondurant, IA Art, Culture and Wayfinding Plan
- “Borealis” installation in downtown Des Moines, IA
- North River Arts and Culture Plan (Central IA)
- Des Moines, IA Artist in Residence Program



MICKEY RYAN

Title: Public Art Maintenance Advisor
Firm/Location: Group Creative Services / Des Moines
Education: Iowa State University, Master's in Public Administration | University of Iowa BA

Mickey directs all aspects of collection management at the Des Moines Art Center, including permanent collections and exhibition loans. Mickey is on the Board of Hoyt Sherman Place in Des Moines, and an active member of the Association of Registrars and Collection Specialists, participating in the Partnerships Task Force. Mickey's role in this project will be to establish standards for maintenance, upkeep and replacement of public art.

PROJECT UNDERSTANDING

HELPING YOU TAKE THE NEXT STEP IN PUBLIC ART

Public art is what we do.

We've completed 30+ public art plans and installations. We know how to plan for art that brings a strong return on investment and helps advance your civic goals. We will pair our experience with the local expertise of your residents to deliver a plan that puts public art to work for your community.

We provide action-oriented plans with clear guidance.

We'll identify achievable actions to take in the next 3-5 years. As part of our process, we also create detailed designs for a public art piece that will put the plan into action immediately. We'll work with you to define a clear framework for future success, allowing City staff, community volunteers, and organizations to work together to achieve collective goals. *All of our public art plans have resulted in the successful installation of public art pieces*, usually within 1-2 years.

We tailor the plan to your unique character.

Everyone wants to live in a place with unique character and personality. We dig deep to find the stories and assets that make your community unique, to create a plan that amplifies your character.

We look beyond murals and sculptures.

We look at unexpected ways to integrate arts and culture into infrastructure and programming. Public art includes performances, sound and light installations, landscape art, functional art and more. It includes a wide array of experiences that build a sense of connection.

We build strong community support.

Our planning process seeks input from a wide variety of stakeholders - including those who don't consider themselves part of the "art scene." We work hard on the front end to build consensus, laying the groundwork for a smooth implementation process.

We set the stage for funding.

The plan will include clear strategies for sustainable funding models, looking at a combination of public and private funding sources. We know how to create plans that appeal to potential funders.

We use art to advance your goals and elevate your infrastructure.

Public art is more than decoration - it's a tool to advance your most important civic goals, enhance infrastructure and support the efficient use of public resources. We know you have important investments on the horizon and we will help you make the most of them with public art integration.

We build for longevity.

Our experience working directly with artists on public art installation means we know what it takes to maintain public art long term. We can spot and correct potential maintenance issues in the planning phase, avoiding headaches down the road.

We know how to support local artists.

We know your local artists are important to you. Our team includes working artists and we know how to lift up local artists and help them bring their vision from the studio to the world.

SCOPE OF SERVICES & SCHEDULE

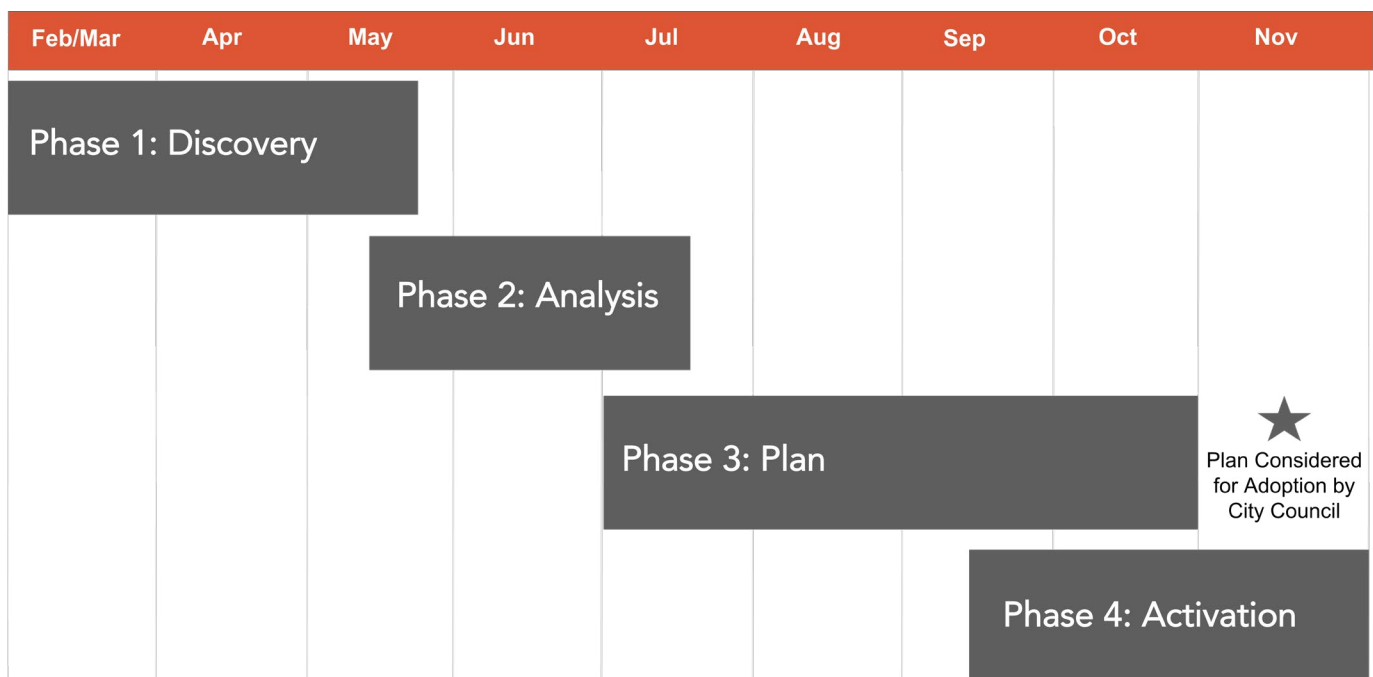
PURPOSE AND CONTENT OF THE PLAN

A public art plan guides your community – including its commissions, city departments, program staff, artists, and stakeholders – to maximize public art and cultural programming in supporting the goals, needs and future of its community. The plan will include:

- Research of existing city and regional plans, future growth, and critical issues facing the community
- Input from the community, including artists
- Authenticity to the community, responding to its unique qualities
- Recommendations that improve the impact public art and artists can have on the long-term vitality of the community
- Policies and procedures that allow the integration of art into all city functions

- Strategies to lift up the work of local artists
- A framework to define the role of the Arts Council in creating a sustainable public art program
- A set of shared expectations and common language regarding city-supported art
- Articulation of how public art is maximized to serve multiple goals of the community and needs of the residents
- Models and strategies for funding
- Identification of long-term maintenance needs

We propose an approximately 9-month process that follows 4 phases, outlined in the following pages. This includes an “activation” phase, which would support immediate implementation of the plan with the design of a public art piece as a pilot project.



PHASE 1: DISCOVERY

COLLECT PUBLIC INPUT AND DATA

MONTHS 1-3

1.1 Steering Committee

The steering committee is a group of residents who lead the creation of this plan. The Arts Council can serve as the committee, or if preferred, we can create an ad hoc group with representatives from the City, Arts Council and other community groups. We will meet with the group 4 times during the planning effort to seek advice on the direction of inquiry, test policy recommendations and set a course for plan adoption and implementation.

1.2 Community Engagement

We will engage residents to discover the local character and stories that make the community unique. We will assess interests in arts programming, cultivate additional leaders, and galvanize support for implementation. We'll assess the community's values, attitudes, opinions, gaps in programming and culturally unique assets. What are residents passionate about? What would they like to see in their community? What makes their town special?

Input methods will include an online survey, focus groups, interviews with stakeholders and a public outreach event (in partnership with city staff). For the outreach event, we suggest coordinating with an existing event, such as securing a booth at a local festival. We will also create an interactive online idea board that allows the public to post and react to pictures of art or programming they would like to see in their community (see photo).

Our interviews will include local funders, fundraisers and your local foundation, to lay the groundwork for future public art funding and to help align plan recommendations with local funding resources and priorities.

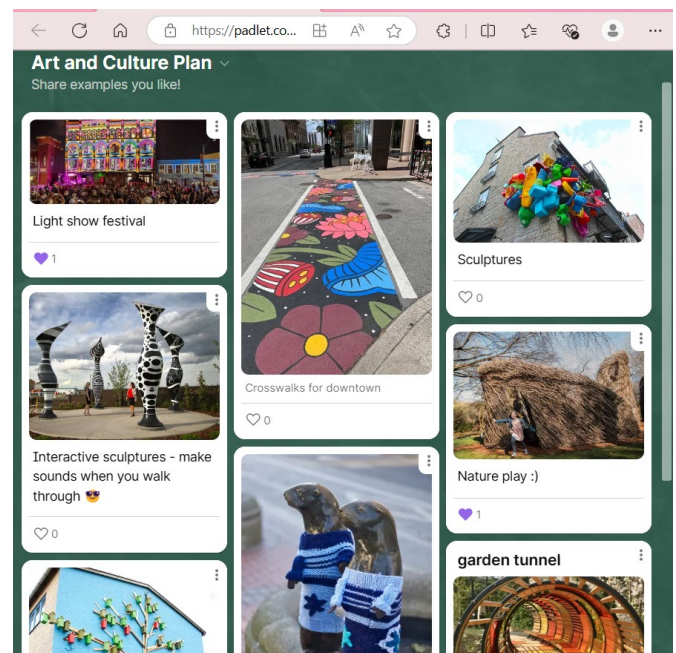
1.3 Data Collection

Our team will gather and review community information to understand the context for art and culture, including:

- Community demographics
- Arts entities, programming, assets & needs
- Existing city plans and reports
- Existing public art pieces and assets

Deliverables

- Online survey (includes creation of survey and guidance to City on distribution)
 - 2-3 focus groups
 - 6-10 stakeholder interviews (virtual)
 - First meeting with Steering Committee
 - Creation of a public outreach activity/event that can be carried out by City staff.
- Our team will provide a clear plan and materials for staff to use



PHASE 2: ANALYSIS

IDENTIFY THEMES AND OPPORTUNITIES

MONTHS 4-5

The phase 2 analysis articulates current cultural assets, uncovers significant opportunities and identifies an authentic cultural identity for the community as a vision of the future. A series of emerging themes are honed through our analysis of Phase 1 data. The collection of themes will summarize key gaps and opportunities and outline challenges and potential directions for early solutions. These ultimately lead to the vision, mission and values that form the backbone of the final plan.

Residents and key stakeholders can identify the future they desire, but gathering data is not enough. The final plan must be actionable; therefore, not all ideas can move forward. Analysis is the critical step that aligns the community's collective vision with the opportunities and available resources that can make it real.

Deliverables

- Emerging themes document summarizing key points discovered from Phase 1:
 - Key placemaking themes that ensure future public art projects and programming are rooted in an authentic sense of place
 - Outline of gaps and opportunities for public art projects that align with civic programs and goals
 - Community initiatives and goals that can be advanced through the arts
 - Inventory of cultural assets
 - Potential areas for art integration in existing projects and spaces
- Meeting with Steering Committee (2 of 4)
 - Review emerging themes and receive feedback



PHASE 3: CREATING THE PLAN VISION & RECOMMENDATIONS

MONTHS 6-8

3.1 Public Art Plan

A clear sense of direction and vision is needed to secure commitment from key stakeholders and to attain the necessary support for subsequent planning, programming and fundraising.

Our team will work with the committee to develop a cohesive vision statement, building on the work of Phases 1 and 2. We will generate a set of clear and actionable recommendations to implement a sustained public art program. We will outline activities, programs, and processes that will allow the City, Arts Council and others to implement the strategies in the plan. We will provide a draft plan, seek feedback from stakeholders, and then provide a revised and final plan.



Deliverables

- Arts and Culture Vision statement
- Three to five-year public art plan that will:
 - Align with other community initiatives to ensure the arts are part of solutions towards long-term community vitality, livability and economic development
 - Identify funding sources and strategies (including sponsorships, private giving and public funding policies) and implementation partners
 - Provide recommendations for new public art amenities and cultural programming, including locations and themes.
 - Outline a framework for a sustainable public art program, including procedures for art selection and maintenance
 - Present prioritized recommendations for public art initiatives, policies, and procedures
 - Recommend arts integration into specific upcoming CIP projects and other programming alignments already budgeted for by the municipal government
 - Meet the requirements for public art grants
 - Recommend City policies that help channel private development dollars to public art
 - Give examples of art projects in other communities for context and inspiration
 - Support local talent by identifying places for local artists to show/sell their work
 - Guide the Arts Council and City staff on how to implement the plan
- Materials provided to staff to seek public feedback on draft plan.
- Presentation of plan to City Council
- Meeting 3 with the Steering Committee

Plan Format and Delivery

The plan will be formatted by our team's graphic designer, for a cohesive and attractive final product, full of photos, graphics, and easy-to-digest text.

The plan and associated graphics will be delivered as a collection of digital assets to ensure the plan can remain useful in many contexts and situations. Even the strongest plan has little impact if it isn't accessed or used to drive meaningful progress and positive change.

The full plan - including all of the research, data, observations, resources, recommendations, and action items - will be available as a PDF. We will provide a high-quality PDF fit for printing and a web-friendly PDF that can be embedded into any existing web page.

Other deliverables include:

- Visual assets for use in presentations, websites, etc
- Key talking point presentation slides



PHASE 4: CONCEPT DESIGN

MONTHS 8-9

We know you don't want a plan that sits on the shelf. That's why we include a 4th phase that kick-starts the implementation of the plan with a construction-ready design for a public art installation. From among the many public art initiatives proposed in the plan, the steering committee will choose one to use as a pilot project. Our team will then work with selected artists to develop a site-specific proposal (including drawings, budget and technical specifications) that is ready for immediate funding and implementation.

An artist request for proposals (RFP) outlining project goals, timeline, budget, site considerations and constraints will be generated and distributed to potential artists.

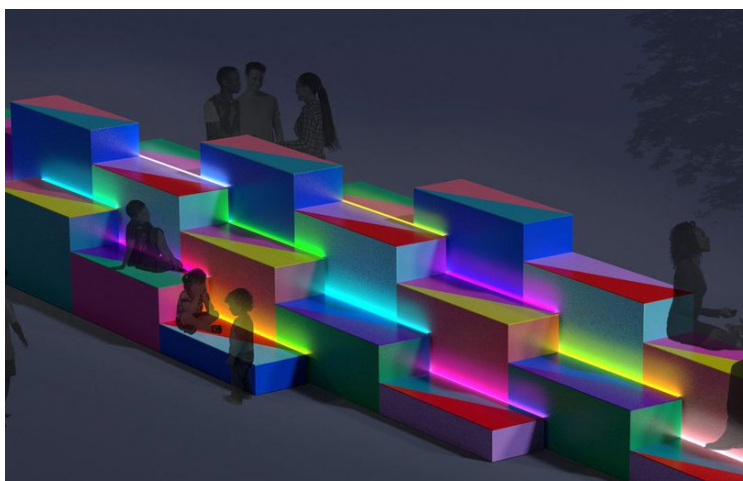
The Arts Council and city staff members will work with our team to narrow it down to three artists who are paid to fully develop concepts for the site including drawings, budgets and timelines. Our team will coordinate a jury process and recommend next steps.

The art concepts are an excellent tool for fundraising - providing images and a clear plan that will help you pitch the project to funders.

As an optional add-on, additional art concepts can be created for multiple sites, at a cost of \$6,000 per additional site.

Deliverables

- Detailed concept development for 1 site:
 - RFP sent to local and/or national artists
 - 3 concepts developed by artists
 - Recommendation of 1 final concept, as selected by the steering committee



PROJECT BUDGET

Detailed explanations of each phase are provided in the “scope of services” section.

PHASE 1 MONTHS 1-3	DISCOVERY Collect public input and local data	\$11,000
PHASE 2 MONTH 4-5	ANALYSIS Discover themes and opportunities	\$5,000
PHASE 3 MONTHS 6-8	PLAN Complete Public Art Plan	\$18,000
PHASE 4 MONTHS 8-9	ACTIVATION <i>Develop concepts for a public art installation for 1 site (pilot project)</i>	\$6,000
TOTAL COST		\$40,000

OPTIONAL ADD-ON

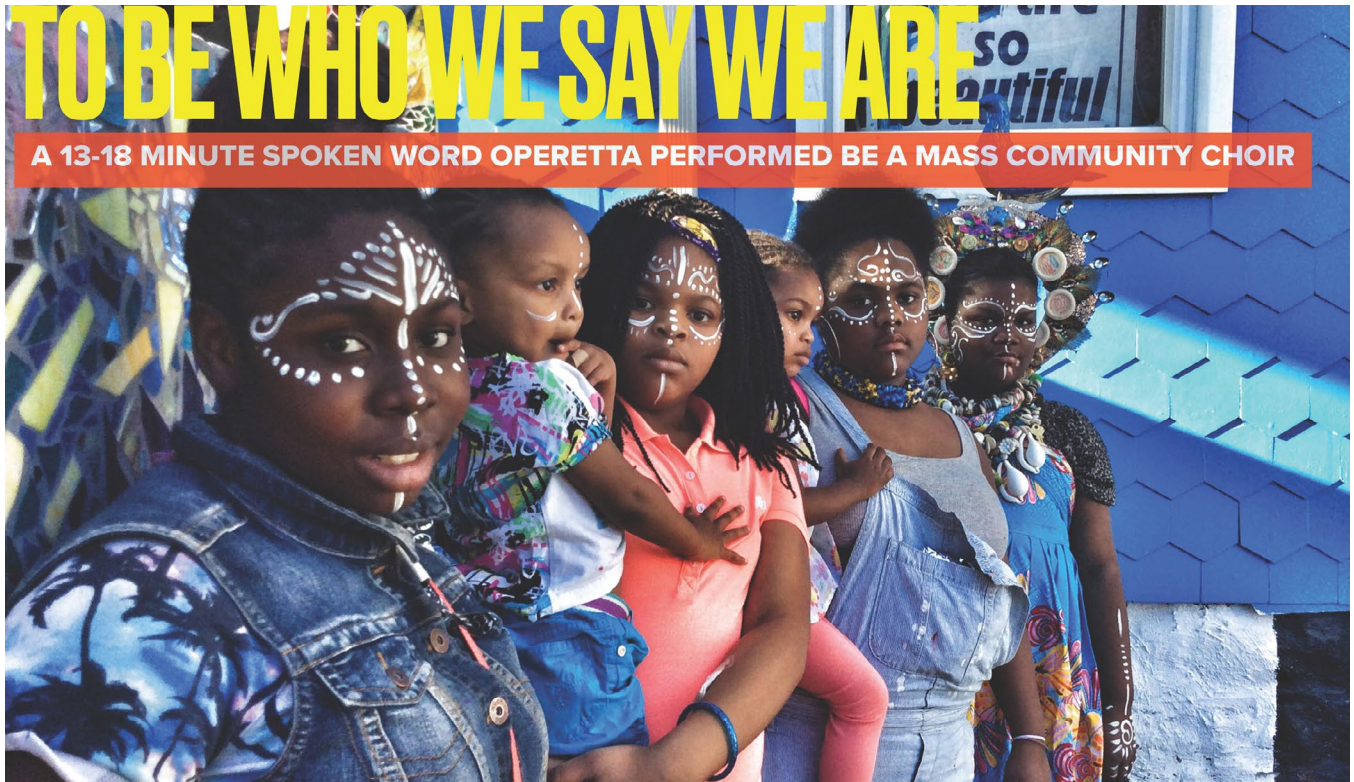
PHASE 4 MONTHS 8-9	ADDITIONAL PUBLIC ART CONCEPTS - \$6,000/SITE Develop concepts for a public art installation
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HOURLY RATES

Team member hourly rates are:

- Teva Dawson - \$120/hr
- Matt Evett - \$160/hr
- Ryan Hanser - \$120/hr
- Alex Braidwood - \$120/hr
- Mickey Ryan - \$120/hr
- Huascar Medina - \$120/hr
- Rachel Buse - \$120/hr

COMPARABLE PROJECTS



Courtesy of artist Vanessa German

Topeka, KS Arts and Culture Plan & Art Integration

<https://groupcreatives.com/topeka-plan>

Client - ArtsConnect of Topeka, KS

Year Completed - 2022

Demonstrates Experience In - Public Art Planning, Curation and Installation; Community Engagement



Artwork by Vanessa German

Description

Topeka's Arts and Culture Plan, completed for the regional arts organization ArtsConnect, directly resulted in broadening the organization's influence, increasing funding to the organization, and aligning community leaders around immediate implementation of the plan.

The plan helps civic leaders and stakeholders rely on the expertise of artists for creative problem-solving. It guides investment to align cultural production with community priorities, maximizing benefits while reducing risks.

Building a beautiful, welcoming and connected Topeka directly addresses the community's biggest challenges – perception issues on crime, division and lack of opportunity.

The plan led city leaders to commission the development of an art integration to commemorate the 70th anniversary of the landmark Brown v. Board of Education Supreme Court case. Citizen artist Vanessa German conceived a series of participatory art, including a spoken word operetta by a community choir.

Client: <https://artstopeka.org/>



GROUP



Concept drawing featuring designs by artists Brandon Vickard & Adam Frelin

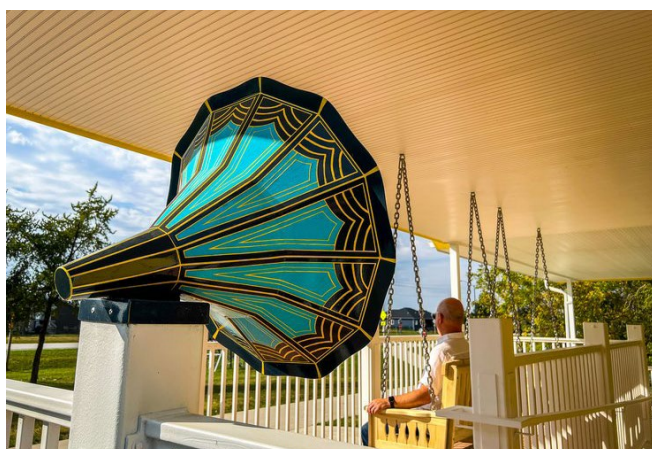
Ankeny High Trestle Trail Experience Master Plan

<https://groupcreatives.com/ankeny-htt-plan>

Client - City of Ankeny

Year Completed - 2020

Demonstrates Experience In - Public Art Planning, Curation and Installation; Community Engagement; Outdoor artwork installation



"Drop In" - a front porch experience for the trailhead, designed by artist Matthew Mazzotta

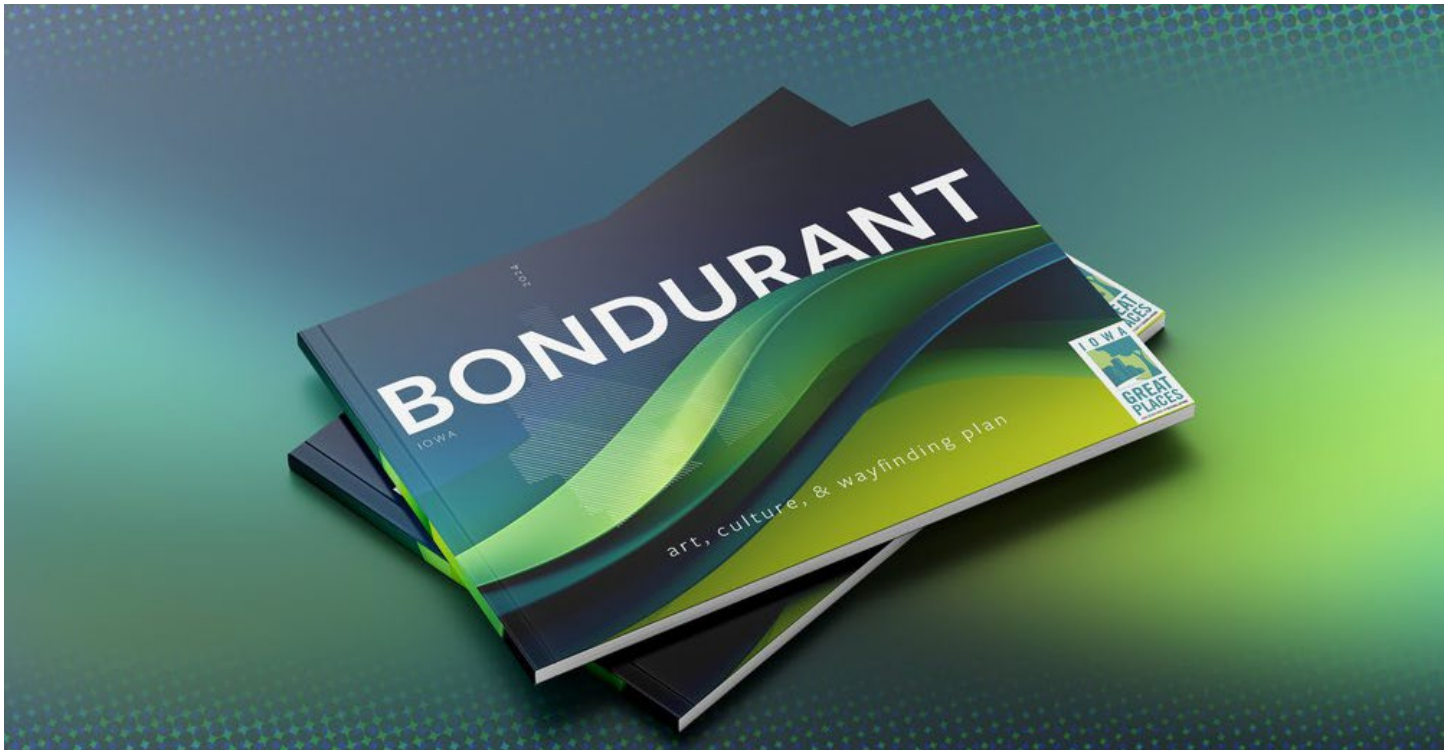
Description

This plan for integrating art along the High Trestle Trail drives economic development and community connect-edness. Twelve permanent and thirteen temporary art experiences by a wide variety of artists were recommended in Ankeny's forward-thinking effort to leverage a unique culture amenity in the metro.

Following extensive community input, research, and vetting of 33 projects by local and international artists, Group Creative Services created this plan to activate cultural nodes and build community cohesion, identity, and tourism. The plan builds on the existing backbone of resources that anchor the High Trestle Trail, a unique community feature that is also one of Iowa's greatest recreational assets. Each project, selected for high enthusiasm by Ankeny residents and developed to be ready to implement, is specific to Ankeny's unique hometown needs. The plan finds opportunities for cost efficiencies with existing infrastructure plans and local funding possibilities.

<https://groupcreatives.com/ankeny-drop-in>





Bondurant Art, Culture, and Wayfinding Plan

<https://groupcreatives.com/bondurant-art-and-culture-plan>

Client - City of Bondurant

Subconsultant - Confluence

Year Completed - 2024

Primary Discipline - Public Art Plan

Received 2025 "Best Practice" Award - APA Iowa

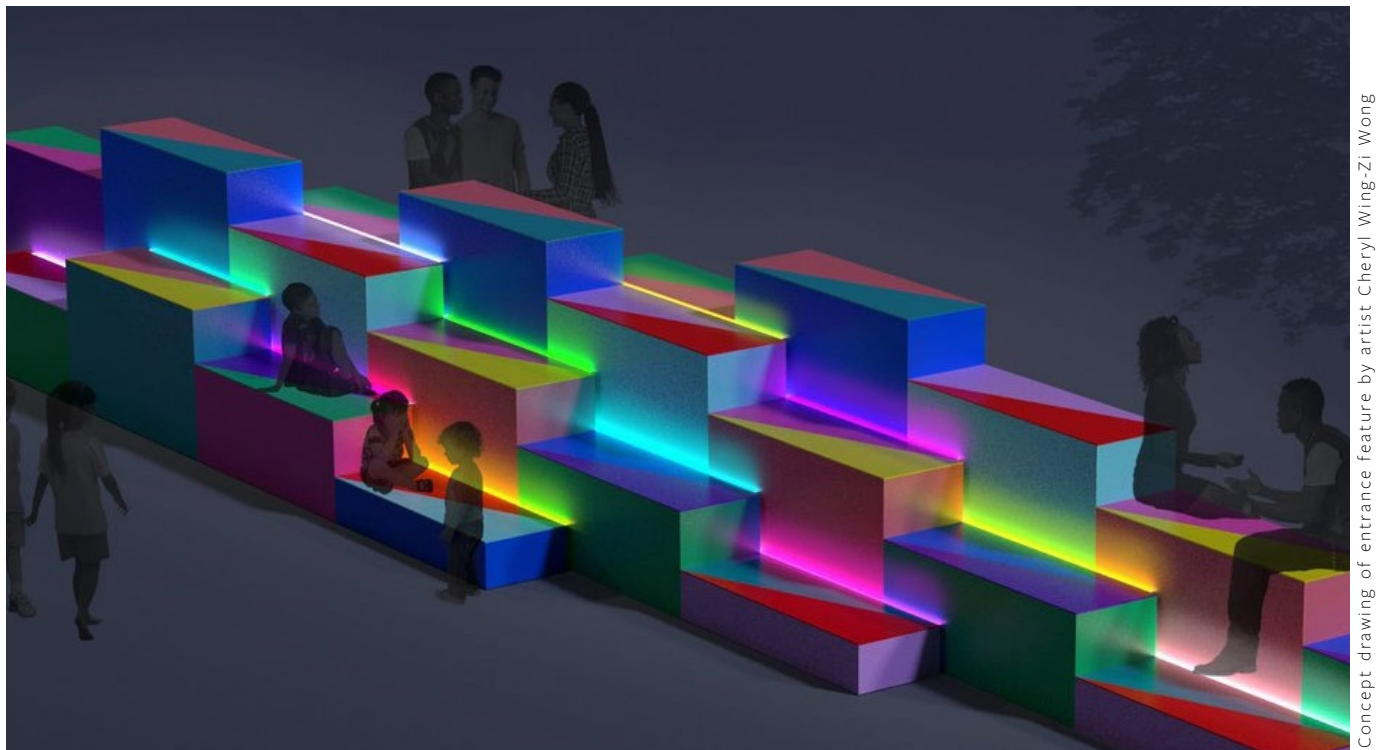
Description

Bondurant is a classic hometown – a cozy, welcoming place with strong schools and beloved community events. The town is currently in an era of sustained population growth, and careful planning is needed to make sure that Bondurant can experience the benefits of new growth without losing the “hometown” feel that is treasured in the community.

The Art, Culture & Wayfinding plan provides a roadmap for Bondurant to embrace its charming quirks and develop with distinction. It emphasizes the role of artists and placemaking as necessary tools to help Bondurant’s culture grow in pace with its physical development. It guides the integration of cultural production in all aspects of community development, aligning investments with civic initiatives to create distinction.

The plan was put into implementation immediately. Within 6 months of adoption, the City secured grant funding and installed a functional art piece at Lake Petocka, providing an intriguing and inviting seating area. Two more art installations were designed and funded for the following year.





Concept drawing of entrance feature by artist Cheryl Wing-Zi Wong

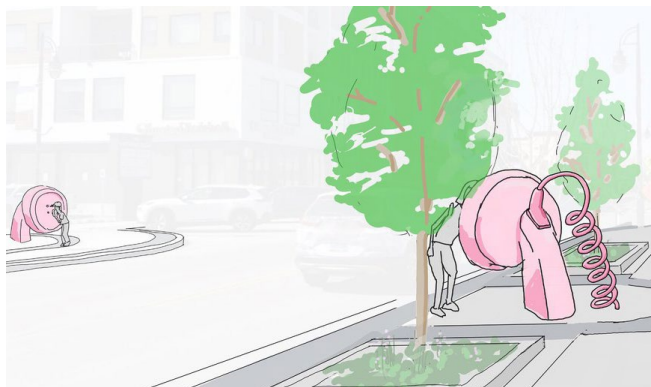
West Fargo Downtown Placemaking Plan

<https://groupcreatives.com/west-fargo-downtown-placemaking-plan>

Client - City of West Fargo

Year Completed - 2024

Demonstrates Experience In - Public Art Planning, Curation and Installation; Community Engagement; Placemaking



Concept proposal by Studio F Minus

Description

The Downtown Placemaking Plan for West Fargo re-envisioned downtown West Fargo as a unique, walkable district that defines the character of its community. Group Creatives led the development of artist-designed placemaking elements for the downtown, including:

- “Aurora,” a series of illuminated interactive sculptures that bring new community pavilions and joyous bursts of color to the entrance of the central business district (pictured)
- Pedestrian engagement artworks, tied together by themes of curiosity and surprise, that provide a welcoming and cohesive experience and give visitors a reason to explore downtown (pictured)
- A large-scale mural that serves as a gateway to the downtown and is designed based on community input

<https://groupcreatives.com/west-fargo-downtown-sheyenne-st-pedestrian-engagement>



Used with permission, Brian Powers, DM Register

River Constellation

<https://groupcreatives.com/water-works-river-constellation>

Client - Water Works Park Foundation

Medium - Light & Sound

Year Completed - 2019

Demonstrates Experience In - Public Art Curation and Installation; Outdoor artwork installation

Description

Designed by artists Beau Kenyon and Natalia Zubko, River Constellation appears to flow horizontally, mimicking the circuitous path of the adjacent Raccoon River through vertical poles featuring orbs of light and nature sounds, inscribed with the names of park donors. This project was part of a much larger master planning effort to revitalize a large urban park with its own multi-year robust community engagement process. Through the development of major park infrastructure projects including a large amphitheater, many memorial trees were lost. This sculpture is part of honoring those memorials. Several of the family members that lost memorial trees were part of the art solicitation and selection process.

<https://www.nataliazubko.com>

<https://www.beaukenyon.com>

<https://www.dsmwaterworkspark.com>



Woven Lines

<https://groupcreatives.com/altoona-roundabout>

Client - City of Altoona

Year Completed - 2022

Demonstrates Experience In - Public Art Curation and Installation; Outdoor artwork installation and maintenance

Description

As the city of Altoona, Iowa, embarked on a series of major infrastructure improvements, Group helped integrate site-specific public art into the construction process.

The first sculpture integrated with these city improvements was Woven Lines, an important focal point for the new 1st Avenue roundabout. 1st Avenue is one of Altoona's main entry points, serving as a city gateway. The 12-foot high, 65-foot diameter sculpture defines and anchors the corridor while complimenting the surrounding landscape. Woven Lines is constructed using the universal ribbed guardrail seen on public roadways across America. This simple component flows into the striking form of a massive overhand knot -- a symbol of the town's continued dedication to community. The sculpture is equally appealing after dark, with reflective tape and dramatic lighting highlighting the piece's contours and curves. This artwork came as an implementation phase of their public art master plan which had robust public engagement.



WICHITA ART MUSEUM: ART GARDEN

The eight-acre site surrounding the museum was transformed into an inviting sculpture park to accommodate a variety of active and passive public spaces.

The project involved the integration of landscape architecture, exterior art and sculpture, aesthetic lighting, crafted earthwork and identification signage to create a welcoming environment in support of the Museum's impressive outdoor sculpture collection. The results provide an inviting collection of garden spaces and pathways around and through the site to facilitate community interaction with art and landscape. Confluence led a collaborative and interactive design and planning process to create a master plan for transforming the museum grounds.

As a result of enormous enthusiasm and financial support from the board members, major donors and other museum patrons involved in the planning process, what began as a small first phase garden design project quickly morphed into a full-throttle revitalization of the entire grounds. Even with the significant increase in scope, our team was able to effectively manage and complete the entire project to meet the schedule for the original first phase project.

PROJECT DETAIL

LOCATION

Wichita, Kansas

CLIENT

Wichita Art Museum

SIZE

8 acres

AWARDS

Keeper of the Plains Award
Honor Award for Design (Built) -
ASLA Prairie Gateway



REFERENCES

GROUP CREATIVE SERVICES

Sarah Fizell
Executive Director
ArtsConnect - Topeka, KS
(785) 380-7890
sarah@artstopeka.org

Derek Lord
Economic Development Director
City of Ankeny, IA
(515) 965-6430
DLord@ankenyiowa.gov

Aaron M. Nelson
Planning Director
City of West Fargo, ND
(701) 515-5373
aaron.nelson@westfargond.gov



PUBLIC WORKS DEPARTMENT

Council meeting date: February 17, 2026

COU2026-11 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2026 RESIDENTIAL STREET PROGRAM (PAVP2026)

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2026 Paving Program in the amount of \$244,110.

BACKGROUND

ENGINEER 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.

2026 PROJECTS This agreement is for the design of the 2026 Residential Street Program. Construction will commence later this summer as the contractor is currently finishing up streets from the 2025 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 on residential streets.

Due to the number of visitors scheduled to be in the metro area during the 2026 FIFA World Cup, there will be no construction on our arterial or collector streets from June 1, 2026 to July 20, 2026.

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

FUNDING SOURCE

The design of the 2026 Residential Street Program is fully funded in the 2026 CIP project PAVP2026.

ATTACHMENTS

Agreement with Affinis Corp (includes map of 2026 streets)

PREPARED BY

Melissa Prenger, City Engineer

February 12, 2026



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

2026 RESIDENTIAL STREET PROGRAM (PAVP2026)

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 2026 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:

2026 Paving Program includes the following streets:

1. 65th Street Cul-de-Sac (Hodges Drive to 65th Street) - 65ST04
2. 68th Street (Mission Road to Delmar Lane) - 68ST01
3. 69th Street (Oxford Road to Roe Avenue) - 69ST02
4. 77th Street (Juniper Street to Nall Avenue) - 77ST09
5. 87th Terrace (Catalina Street to Roe Avenue) - 87TE01
6. Ash Street, 77th Terrace, Birch Street (Ash/77th/Birch Loop) - ASST05, 77TE06, BIST03
7. Reeds Lane (81st Terrace to 83rd Street) - REEL01

2027 Concrete Repair Program includes the following project:

1. State Line Road Sidewalk (75th Street to 76th Street)

One alternate street has been selected for the 2026 Paving Program:

1. 77th Street (Fontana Street to Roe Avenue) - 77ST06

Note: Previously designed streets may be carried over from previous paving programs and included in the 2026 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 - PAVP2026:

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. 77th Street (Juniper Street to Nall Avenue) - 77ST09
 - 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. 68th Street (Mission Road to Delmar Lane) 68ST01
 - c. It is assumed that the sidewalk or full curb replacement will not be included on the following six (6) streets and survey will not be included in this project:
 1. 65th Street Cul-de-Sac (Hodges Drive to 65th Street) - 65ST04
 2. 69th Street (Oxford Road to Roe Avenue) - 69ST02
 3. 87th Terrace (Catalina Street to Roe Avenue) - 87TE01
 4. Ash Street, 77th Terrace, Birch Street (Ash/77th/Birch Loop) - ASST05/77TE06/BIST03
 5. Reeds Lane (81st Terrace to 83rd Street) - REEL01
 6. 77th Street (Fontana Street to Roe Avenue) - 77ST06
5. City will provide Affinis aerial and topographic data from Johnson County AIMS mapping for the following project six (6) locations. Information shall include the aerial in a ".tif" format and planimetric, parcels and utilities in a ".dwg" format.
 1. 65th Street Cul-de-Sac (Hodges Drive to 65th Street) - 65ST04
 2. 69th Street (Oxford Road to Roe Avenue) - 69ST02
 3. 87th Terrace (Catalina Street to Roe Avenue) - 87TE01
 4. Ash Street, 77th Terrace, Birch Street (Ash/77th/Birch Loop) - ASST05,77TE06, BIST03

5. Reeds Lane (81st Terrace to 83rd Street) - REEL01

6. 77th Street (Fontana Street to Roe Avenue) - 77ST06

6. Schedule and attend up to two (2) joint utility coordination meetings and up to three (3) 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 2026 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 three 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 68 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 16 sheets at these six (6) locations:
 1. 65th Street Cul-de-Sac (65ST04) - mill & overlay (1 sheet)
 2. 69th Street (69ST02) - mill & overlay (3 sheets)
 3. 87th Terrace (87TE01) - mill & overlay (3 sheets)
 4. Ash Street, 77th Terrace, Birch Street (ASST05/77TE06/BIST03) - mill & overlay (5 sheets)
 5. Reeds Lane (REEL01) - mill & overlay (3 sheets)
 6. 77TH Street (77ST06) - mill & overlay (1 sheet)
 - 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 8 sheets at these two (3) locations:
 1. 68th Street (68ST01) - curb replacement (3 sheets)
 2. 77th Street (77ST09) - sidewalk construction (3 sheets)
 3. State Line Road Sidewalk - sidewalk construction (2 sheets)
- f. ADA Intersection Detail (1 sheet)
 - g. ~~Pavement Marking Plans~~ (not included in project)
 - h. Storm sewer plan and profile sheets (5 sheets)
 - i. Cross sections (8 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. Construction Services Phase - PAVP2026:

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.

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	February 27, 2026
Roadway Plans (9 streets)	August 14, 2026

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:

2026 Paving Program

Design Phase – PAVP2026	<u>\$238,735.00</u>
Construction Services Phase – PAVP2026	<u>\$5,375.00</u>
Total Project Fee	<u>\$244,110.00</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 item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.
- 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

Consultant:

Affinis Corp

By:

Eric Mikkelson, Mayor

By:

Kristen Leathers-Gratton, Principal

Address for giving notices:

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

Address for giving notices:

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

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

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

ATTEST:

APPROVED AS TO FORM BY:

Adam Geffert, City Clerk

Alex Aggen, City Attorney

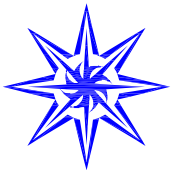
																
			PROJECT ESTIMATING SHEET													
			PV Project Number: PAVP2026													
			2026 Paving Program													
			Prairie Village, Kansas												Date: 1/27/2026	
															Made By: WAG	
			Project	Engineer	Intern	Design	CADD	Land	Land	Survey	Survey	Admin.	LABOR	<u>OTHER DIRECT COSTS</u>	TOTAL	
			Manager II	I	Engineer I	Tech II	Tech II	Survey III	Survey II	Crew II	Crew I	Support	COSTS	ITEM	COST	FEE
		Tasks	\$265.00	\$185.00	\$135.00	\$215.00	\$140.00	\$260.00	\$200.00	\$135.00	\$115.00	\$120.00				
A.		DESIGN PHASE - PAVP2026														
	1.	Pre-design meeting	2	2									\$900	Mileage	\$20	\$920
	2.	Review existing information	4	8									\$2,540			\$2,540
	3.	Field reconnaissance														
		2027 Program	24	24			24						\$14,160	Mileage	\$90	\$14,250
	4.	Field survey					80	8	24	114	114		\$46,580	Mileage and Mail	\$400	\$46,980
	5.	Request AIMS mapping from City	2	2			4						\$1,460			\$1,460
	6.	Utility coordination (5 meetings)	10	10	10								\$5,850	Mileage	\$420	\$6,270
	7.	Project meetings and documentation (24 meetings)	36	36	36							12	\$22,500	Mileage	\$360	\$22,860
	8.	Distribute sidewalk petitions	4	8								8	\$3,500	USPS Cert Mail	\$400	\$3,900
	9.	Storm sewer		15	20	15							\$8,700			\$8,700
	10.	Roadway Plans														
		Cover Sheet (9 sheets)		4	9		4						\$2,515			\$2,515
		Typical Sections (10 sheets)		10	20	4							\$5,410			\$5,410
		Schedules (9 sheets)		8	18	8							\$5,630			\$5,630
		Plan Sheets (16 sheets)	16	24	48	24	24						\$23,680			\$23,680
		Plan and Profile Sheets (8 sheets)	8	24	32	24	14						\$18,000			\$18,000
		ADA Intersection Detail (1 Sheet)	1	4	4	4							\$2,405			\$2,405
		Pavement Marking Plans											\$0			\$0
		Storm Sewer Plan and Profile (5 sheets)	5	25	20	10	20						\$13,600			\$13,600
		Cross Sections (8 sheets)	8	24	32	24	16						\$18,280			\$18,280
		Traffic Control											\$0			\$0
		Special Details (2 sheets)		8	4	4	4						\$3,440			\$3,440
		City Standard Details											\$0			\$0
		QA/QC	18	24	30	18	18						\$19,650			\$19,650
		Quantity Takeoffs & OPCC		18	18	9							\$7,695			\$7,695
		Submit Plans to City		18	9	9							\$6,480			\$6,480
		Perform Field Check	9	9									\$4,050	Mileage	\$20	\$4,070
	11.	Specifications											\$0			\$0
	12.	Public and Stakeholder Meetings											\$0			\$0
		DESIGN PHASE PAVP2025 - SUBTOTAL HOURS	147	305	310	153	208	8	24	114	114	20	1403			
		DESIGN PHASE PAVP2025 - SUBTOTAL FEE	\$38,955	\$56,425	\$41,850	\$32,895	\$29,120	\$2,080	\$4,800	\$15,390	\$13,110	\$2,400	\$237,025		\$1,710	\$238,735

																
			PROJECT ESTIMATING SHEET													
			PV Project Number: PAVP2026													
			2026 Paving Program													
			Prairie Village, Kansas											Date: 1/27/2026		
													Made By: WAG			
			Project Manager II	Engineer I	Intern Engineer I	Design Tech II	CADD Tech II	Land Survey III	Land Survey II	Survey Crew II	Survey Crew I	Admin. Support	LABOR COSTS	<u>OTHER DIRECT COSTS</u> ITEM	TOTAL FEE	
		Tasks	\$265.00	\$185.00	\$135.00	\$215.00	\$140.00	\$260.00	\$200.00	\$135.00	\$115.00	\$120.00				
B.		CONSTRUCTION SERVICES PHASE - PAVP2026														
		1. Utility coordination	1	1	4								\$990			\$990
		2. Preconstruction meeting and documentation											\$0			\$0
		3. Periodic consultation	2	4									\$1,270			\$1,270
		4. Shop drawing & submittal review		4									\$740			\$740
		5. Plan revisions	1	2	2	2							\$1,335			\$1,335
		6. Record drawings											\$0			\$0
		7. Furnish CAD files & TIFF images											\$0			\$0
		8. Construction progress meetings (1 meeting)	2	2								1	\$1,020	Mileage	\$20	\$1,040
		CONSTRUCTION SERVICES PHASE - SUBTOTAL HOURS	6	13	6	2	0	0	0	0	0	1	28			
		CONSTRUCTION SERVICES PHASE - SUBTOTAL FEE	\$1,590	\$2,405	\$810	\$430	\$0	\$0	\$0	\$0	\$0	\$120	\$5,355		\$20	\$5,375
		Grand Total - Fee	\$40,545	\$58,830	\$42,660	\$33,325	\$29,120	\$2,080	\$4,800	\$15,390	\$13,110	\$2,520	\$242,380		\$1,730	\$244,110
		Grand Total - Hours	153	318	316	155	208	8	24	114	114	21		1431		
																\$244,110
		Summary of Phases	Fee													
		Design Phase - PAVP2025	\$238,735													
		Construction Service Phase - PAVP2025	\$5,375													
		Total Project Fee	\$244,110													

2026 PAVING PROGRAM

LOCATION MAP

CITY OF PRAIRIE VILLAGE *Star of Kansas*



LEGEND OF SYMBOLS

- STREETS
- CITY LIMITS
- PRIVATE STREETS
- PARKS
- SCHOOLS
- SYNAGOGUES
- CHURCHES
- SHOPPING CENTERS
- PEDESTRIAN WALKWAY

PAVP2026

- SURVEY NEEDED
- SPOT REPAIR
- SIDEWALK PETITION

65TH STREET CDS (65ST04)
(Hodges Dr. to 65th St.)

68TH STREET (68ST01)
(Mission Rd. to Delmar Ln.)

69TH STREET (69ST02)
(Oxford Rd. to Roe Ave.)

77TH STREET (77ST09)
(Juniper St. to Nall Ave.)

ASH STREET (ASST05)
77TH TERRACE (77TE06)
BIRCH STREET (BIST03)
(Ash/77th/Birch Loop)

REEDS LANE (REEL01)
(81st Terr. to 83rd St.)

87TH TERRACE (87TE01)
(Catalina St. to Roe Ave.)

LEGEND OF SYMBOLS

- STREETS
- CITY LIMITS
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- CHURCHES
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- PEDESTRIAN WALKWAY



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PUBLIC WORKS DEPARTMENT

Council Agenda: February 17, 2026

COU2026-12

CONSIDER CONSTRUCTION CONTRACT WITH SUPERIOR BOWEN FOR THE 2026 RESIDENTIAL STREET REHABILITATION PROGRAM (PAVP2026)

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Superior Bowen for the 2026 Residential Street Rehabilitation Program for \$3,125,000.

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 2026 Residential Street Rehabilitation Program PAVP2026.

CONTRACTOR 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. Since that time, City staff is pleased with the response from Superior Bowen on any issue during construction to date and with their proactive on-street public meetings with residents prior to construction. The construction team utilizes 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 continues to provide quality service to the residents and keeps the same project manager for Prairie Village. Given the Contractor's performance and continuing competitive pricing we propose to utilize them again in 2026.

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 2% in overall project costs.

PROJECT The 2026 Paving Program includes a mill and overlay of Cambridge from Somerset Drive to State Line Road. This mill and overlay project is being supplemented by a traffic signal replacement at the intersection of Cambridge and State Line. Kansas City, Missouri (KCMO) is the agency owner of the traffic signal and will be administering the traffic signal project. The City of Prairie Village has an agreement with the KCMO to perform necessary work to maintain the signal. The City of Prairie Village will construct geometric improvements at the intersection in conjunction with the traffic signal project.

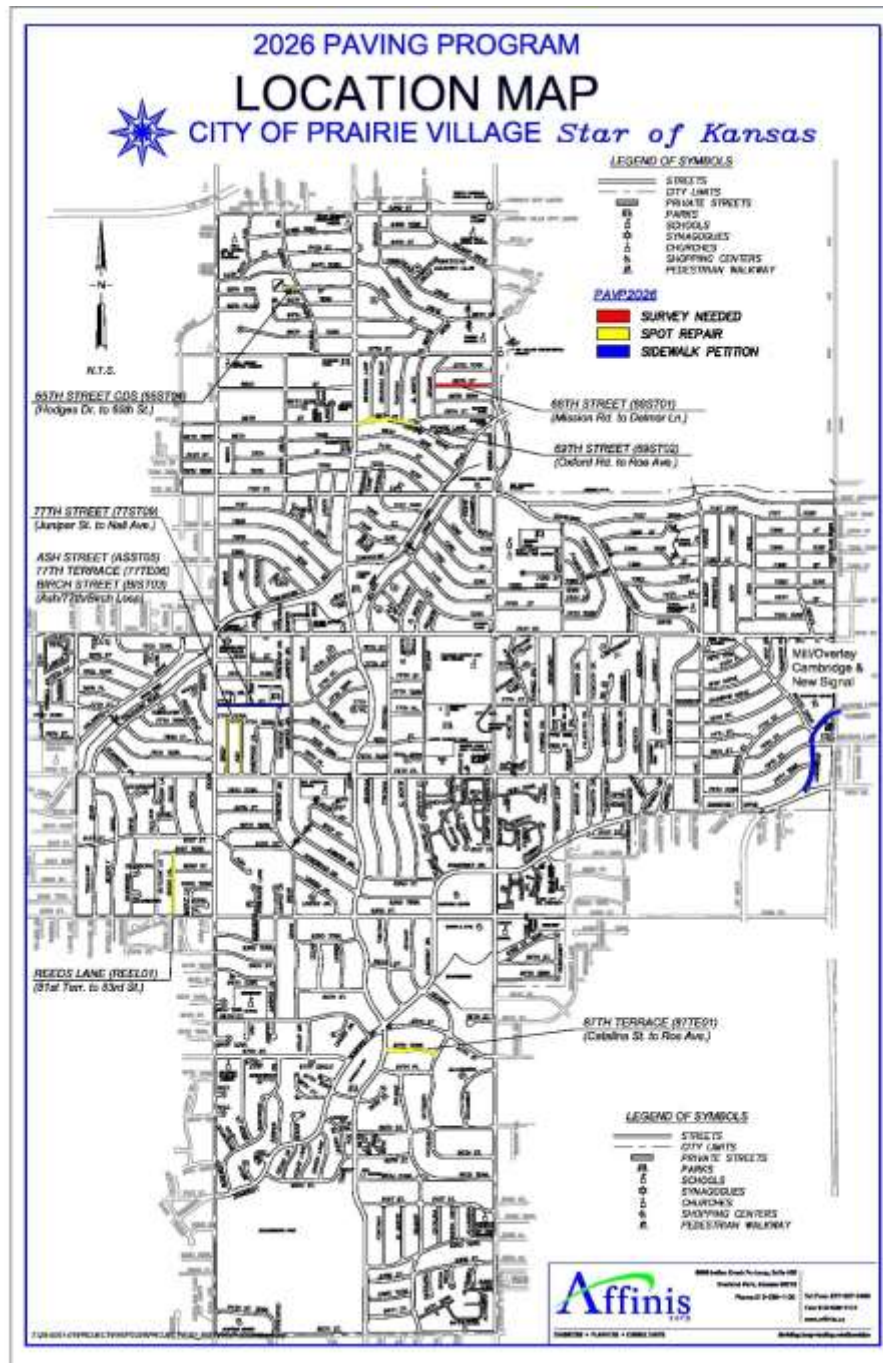
A map of the proposed streets is shown on the following page.

The contract will be awarded for \$3,125,000. Change order authorization up to \$200,000 additional dollars from the unallocated street account is part of this approval and will allow for quick approval of possible changes required to complete the project. The Public Works Director will authorize all necessary change orders.

Funds are available in the CIP project 2026 Residential Street Rehabilitation Program PAVP2026.

ATTACHMENTS

Construction Agreement with Superior Bowen



PREPARED BY

Melissa Prenger, City Engineer

February 11, 2026

CONSTRUCTION AGREEMENT



PAVP2026
2026 RESIDENTIAL STREET PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SUPERIOR BOWEN ASPHALT CO. LLC

CONSTRUCTION CONTRACT
FOR
PAVP2026 | 2026 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 _____, 2026, 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 2026 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, ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,125,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

6. PROJECT MANAGER

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

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

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

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

7. WORK SCHEDULE:

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

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

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

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

11. PAYMENT PROCEDURE

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

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

14. CHANGES IN THE WORK

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

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

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

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNITY

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

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

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

17. SUCCESSORS AND ASSIGNS

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

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

18. NON-DISCRIMINATION LAWS

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

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

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

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

19. FEDERAL LOBBYING ACTIVITIES

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

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

20. RELATIONS WITH OTHER CONTRACTORS:

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

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

21. RIGHT OF CITY TO TERMINATE

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

22. MISCELLANEOUS:

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

Superior Bowen Asphalt 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.)



COU2026-13: 2027 Budget Calendar

SUGGESTED MOTION

Move that the Council approve the 2027 Budget Calendar.

BACKGROUND

Staff creates a Budget Planning Calendar every year to schedule activities that must be completed to create and develop the annual budget. The calendar does have some flexibility in it to adjust if needed, however staff intends for this timeline to be followed. The 2027 budget calendar is similar to the 2026 budget calendar, and will allow for the City to meet all statutory deadlines as well as submit the budget for the Government Finance Officers Association award program.

The calendar includes two separate scenarios related to the current Revenue Neutral Rate ("RNR"): one scenario exceeding the RNR and one which does not exceed the RNR. Note that the Kansas Legislature is actively working on bills that may alter or even eliminate the existing RNR process and could replace it with a yet-unknown system. Should the current RNR process change, staff will communicate the impact to the 2027 Budget timeline as soon as possible.

As a reminder, the Revenue Neutral Rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. Johnson County will provide the City with the RNR in June 2026. The 2026 budget did exceed the RNR.

ATTACHMENTS:

- 2027 Budget Calendar

City of Prairie Village 2027 Budget Calendar

Month	Date	Action Item
February	2/17/26	Council Meeting - Handout 2027 Budget Calendar Outline
	2/27/26	Meet with Johnson County Appraiser - Carolyn Logan
March	3/2/26	Council Meeting - (1) 2027 Budget Goals and Objectives (2) Mill Rate Handout (3) Decision Packages (<i>send to Jason by 4/10/2026</i>)
	3/16/26	Council Meeting - 4th Quarter 2025 Financial Report
April	4/6/26	Council Meeting - (1) Worker's Compensation and Insurance Cost Assumptions
	4/10/26	Department budget requests due
	4/13 - 4/17/26	Budget review process with individual departments
	4/20/26	Council Meeting - (1) Decision Package Discussion (2) Preliminary Revenue Discussion (3) Committee 2027 Budget and Funding requests (Village Fest, Arts Council, Environmental, Diversity and Jazz Fest)
May	5/4/26	Council Meeting - (1) CIP Discussion and Annual Road Condition Report
	5/12/26	Finance Committee Meeting - Preliminary 2027 Budget Established and Decision Packages
	5/18/26	Council Meeting
	5/19/26	Finance Committee Meeting - Preliminary 2027 Budget Established and Decision Packages (Continued)
	5/25/26	HOLIDAY
June	6/1/26	Council Meeting
	6/15/26	SB 13: County Clerk will calculate and notify taxing entities of revenue neutral rate
	6/15/26	Council Meeting - 2027 Budget Discussion and Approval of Preliminary Budget
	6/19/26	HOLIDAY
July	7/6/26	Council Meeting - SB 13 Resolution Stating Intent to Exceed Revenue Neutral Rate, Request Permission to Publish 2027 Budget & Set Budget Adoption and Revenue Neutral Rate Public Hearing Date
	7/20/26	SB 13: Governing Bodies notify County Clerk of intent to exceed revenue neutral rate w/ date, time and location of hearing
	7/20/26	Council Meeting
August	8/3/26	Council Meeting
	8/10/26	Notification sent to taxpayers by the county, if exceeding revenue neutral rate
	8/17/26	Council Meeting
	8/17/26	Latest date for notice to be published in the Legal Record for RNR and Budget Hearing
	8/25/26	Submit budget forms to County Clerk (due August 25th) <i>If not exceeding revenue neutral rate</i>
September	9/8/26	Council Meeting - SB 13 Public Hearing (Must be no later than September 20) and Budget Hearing/Adoption
October	10/1/26	Submit budget forms to County Clerk if Exceeding Revenue Neutral Rate (due October 1st)
	10/1-10/31/26	Finalize Budget Book; Submit to GFOA Award Program

MAYOR'S ANNOUNCEMENTS
Tuesday, February 17, 2026

JazzFest Committee	02/24/2026	5:30 p.m.
Environmental Committee	02/25/2026	5:30 p.m.
VillageFest Committee	02/26/2026	5:30 p.m.
City Council	03/02/2026	6:00 p.m.
Planning Commission	03/03/2026	6:00 p.m.

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INFORMATIONAL ITEMS
February 17, 2026

1. Tree Board meeting minutes – November 5, 2025
2. Planning Commission meeting minutes – December 2, 2025
3. Diversity Committee meeting minutes – January 13, 2026
4. VillageFest meeting minutes – January 29, 2026
5. Engineers Week proclamation

Tree Board Meeting Minutes for 11/05/2025

Bart Altenbernd, Mike Konovalske, Colin McAllister, Mark Morgan, Rob Schmitz, Lindsay Voitik, and Kirk Walters

Call the meeting at 6:02

Approved meeting minutes

Mike motioned, Mark seconded

Review Fall Seminar

- We discussed the phone issue regarding Betsy Betros.
- We discussed the various promotional items used prior to the seminar. Mark also pointed out that our seminar was indeed mentioned in the Johnson County Post.
- Lindsay praised the provided literature, setup, and refreshments. The materials brought by Arbor Masters was also praised.
- Mark suggested merging section a from the most recent minutes with the review of the seminar in this meeting, and post this to the website to provide a guide for future seminars.
- Mike suggested improvements with the sound system and mics for future seminars. This was also one of the suggestions put in the suggestion jar at the seminar.
- Another suggestion in the suggestion jar was to perhaps discuss food forests at a future seminar.

Tree Mapping

- Bridget has been tagged to handle the new tree mapping project. She said the software has now been updated and she is in the process of adding new data. Porter Park has been completed. We have ESRI credits.
- There was also a discussion about tree tags.
- Mike provided additional information regarding the use of the tree mapping program. He suggested he could provide a demonstration at our next Tree Board meeting.

Membership Status

- Mark, Kirk, and Lindsay said they would like to continue on the Tree Board for 2026. This means that we will not have any vacancies for Tree Board members for 2026.
- We discussed ways to recruit a Youth Rep; perhaps contact Shawnee Mission East.
- We will learn the name of our new council liaison in early 2026.

Street / Park Tree Pruning

- Bridget provided an update on this year's pruning of street and park trees. Kansas City Tree Care has been chosen as the organization to perform the work.

Fall Street Tree Planting

- Bridget provided an update on this project. She said planting will begin late November into early December. This is a bit later than originally planned due to the recent warm weather. She also mentioned the various types of trees to be planted this year.

End of Year Activities

- Arbor Day Foundation
Bridget said the city will send in the application for the Foundation after the fall tree planting is complete so the newly planted trees can be included in the counts provided in the application. We will see this new application info in our February meeting.
- Kansas Forest Service Poster Contest
Kirk is continuing with this project. We discussed that 5th grade students are the intended target audience.
- Arbor Day Nomination
On October 1st, we received a nomination form for Sarah Milgrim. We will need to publicly request submissions and Mark showed us the request that was published last year. We decided that last year's request could be slightly amended to use for this next request. We also discussed the possibility of having two honorees. Mark said the only other time we had two was in 2019. We determined that we probably would not have two for 2026.
- New Owner of State Champion Overcup Oak
The previous owner of the property with the state champion overcup oak moved and left the certificate with the house. The new owner would like to have her name on the certificate rather than the name of the previous owner. Mark said he can prepare a new certificate with her name.
- Johnson County Post Article re Oak Wilt
Bridget was mentioned and quoted in an article on oak wilt in the Johnson County Post. She mentioned in our meeting that it is not really an issue in Prairie Village. Further discussion centered around how pruning in warm months can increase the likelihood of contracting oak wilt as a fresh wound would attract the insect that carries oak wilt. There was more discussion regarding the best time of year to prune and the times when pruning in warm months cannot be avoided.

Mike will take minutes in the February, 2026 meeting.

Additional Items

- Lindsay brought up that next year, 2026, the city will be celebrating our 75th anniversary. She suggested we begin thinking of ways the Tree Board can participate.
- Bridget also mentioned that the Pioneer tree stump in Harmon Park has deteriorated more quickly than anticipated. Unfortunately, it needs to be removed. This work has been planned for when additional work is being done in the park.

The meeting ended at 7:25

Minutes prepared by Rob Schmitz

PLANNING COMMISSION MINUTES DECEMBER 2, 2025

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 2 at 6:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order with the following members present: Jonathan Birkel, David Herron (via Zoom), James Kersten, Melissa Brown, Melissa Temple, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the planning commission: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Terry O'Toole, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Valentino made a motion to approve the minutes of the November 10, 2025, regular planning commission meeting as presented. Ms. Temple seconded the motion, which passed 6-0, with Mr. Birkel in abstention.

OLD BUSINESS

None.

PUBLIC HEARINGS

None.

NON-PUBLIC HEARINGS

PC-25-24	Property-specific sign plan Shops of Prairie Village 6920 Mission Road Zoning: C-2 Applicant: First Washington Realty, GastingerWalker&
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Mr. Brewster said that the application was for a sign plan for property-specific sign standards. In 2019, Prairie Village updated its sign ordinance to accomplish several

things, including streamlining procedures, adding flexibility, and improving standards for larger commercial properties. Historically, nearly all commercial or “multi-tenant” properties were under property-specific sign standards; however, this became very difficult to administer because: (1) over time applicants submitted specifications for particular signs in their applications, rather than general sign standards; (2) changes to property-specific sign plans had to be processed as an ordinance amendment; and (3) as tenants or sign needs changed it triggered a full review process for even routine changes since the property was bound by specifications for particular signs. This process did not meet the city’s or property / business owners’ interests so amendments to the ordinance were made.

Mr. Brewster noted that one of the amendments was to allow property owners to more easily propose and have approved property specific sign plans. Three aspects were key to the improvements:

- The applicant’s sign plans should include design attributes that coordinate signs on larger commercial properties and multi-tenant sites.
- Based on a coordinated plan, the planning commission could approve deviations from the generally applicable sign standards.
- Within the parameters of an approved sign plan (general standards and not specifications for a particular sign), staff could more easily administer sign permits that met the plan as tenants changed out over time.

Mr. Brewster said that the applicant had proposed a sign plan for the Prairie Village Shops. There have been two development-related site plans approved for this property: the south building (“Macy’s Building”) redevelopment in October 2021 and revised October 2024, and the courtyard and façade improvements in November 2025. A special use permit was also approved for a brewery in October 2025. During this period, the Prairie Village Shops have remained under a property-specific sign plan that originated in 1989 and was last amended in 2011. All past site plans only had conceptual details on signs and/or the approvals were contingent on a more specific sign plan being created that updated and coordinated all signs throughout the shops.

The city’s zoning regulations provide the following related to property-specific sign plans:

Shopping centers, office parks, or other multi-tenant projects with three or more buildings or four or more acres may propose a property specific sign plan. the sign package shall be based on the intent, types of signs, and standards of this chapter, but the planning commission may approve deviations to these standards where they find that the plan:

- a) Promotes a unique character for the area and improves the image and identity of the project as it relates to the surrounding community.
- b) Presents uniform designs to coordinate multiple components of the project, and where there are distinctions in the type and design of the signs, they are well-coordinated in light of the overall plan.

- c) The plan has clear and explicit standards for the size, location, design and quality of signs, and it anticipates future tenants or changes in tenants without requiring amendments to the sign plan.
- d) The property owner or landlord has authorized the plan, and any changes to the plan will require the property owner or landlord to submit a new application to be approved by the planning commission.

The plan proposed for the Prairie Village Shops includes the following:

Sign Type	Quantity*	Standards	Comparison to General City Standards
Standard Sign Band	n/a *	- Limited to wood signage band and 1" clearance from white frames 50 square foot general limit - Secondary signs permitted if tenants occupy multiple marquees	Comparable to wall sign allowance other than quantity exceed due to multiple tenants and storefronts per building
Updated Sign Band	n/a *	- Limited to specific locations identified in elevations 50 square foot general limit - No specific height or scale limit relative to updated sign band.	Comparable to general wall allowance in size; 50 s.f. may be slightly larger than 5% general limit in some cases due to store front area measurements. Quantity exceeds per building / wall limit due to multi-tenant, storefront configuration.
Standard Wall Sign	n/a *	- Limited to specific locations identified in elevations 50 square foot general limit 1" clearance on all sites from edge of wall and trim or protrusions. 2 exceptions for 200 s.f. wall signs	Could significantly exceed otherwise applicable signs in some locations (see staff analysis) Quantity exceeds per building / wall limit due to multi-tenant, storefront configuration and on freestanding buildings
Raised Sign Area	n/a*	- Limited to specific locations identified in elevations 50 square foot general limit - No specific height or scale limit relative to mounting surface 1 exception for 200 s.f. raised sign	Could significantly exceed otherwise applicable signs in some locations (see staff analysis) Quantity exceeds per building / wall limit due to multi-tenant, storefront configuration and on freestanding buildings
Logo Sign Area	5 locations	50 square foot limit	Could be out of scale with specific locations if subject only to a 50 s.f. limit
Blade Sign	1 per entrance	- Limited to 2.83 s.f. with 8" clearance. - Acrylic panel with black letters and Gotham Black font	Comparable to pedestrian sign allowance
Other signs		- Window signs - Temporary signs - Leasing information signs	All defer to generally applicable city standards or permitted exemptions from permit.

* The quantities of these sign types are not specified by the plan includes locations for these signs based on diagrams of all elevations throughout the shops.

In addition to the above basic allowances and parameters, signs are subject to the following design specifications:

- Front-lit channel letters with white translucent acrylic facing.
- All individual channel letters (other than logos).
- LED lighting with uniform brightness on all facades.
- Other general maintenance and mounting specifications detailed in the plan.

Mr. Brewster said that overall, the proposed sign plan reflects an improvement over the current sign plan and standards applicable to the Prairie Village Shops. The plan shows a clear hierarchy of types and is tailored to the unique façade and storefront conditions throughout the shops. The plan reflects consistency among all signs through type (front-lit channel letters) and color (white translucent with 33% allowance for logos; consistent mounting and framing colors, etc.). The general size, scale, quantity, and location of signs are appropriate for a pedestrian-oriented shopping district with a few noted exceptions.

Mr. Brewster stated that staff had the following concerns with the sign plan:

- The “anchor signs” on the large building are out of scale with a pedestrian-oriented center and are significantly larger than generally applicable sign standards and other signs approved in the past, particularly the three 200 square foot signs proposed on building 6 (the former Macy’s building).
- Some elevations exhibit excessive signs in terms of extent and quantity, both significantly more than generally applicable sign standards. This is especially true for building 6 and building 3 (commonly known as “the U.S. Bank building”). The general locations for potential signs is appropriate, but without any locations on the quantity, extent, or cumulative size per elevations, signs throughout all of the proposed locations would be excessive and out-of-proportion with the buildings and uncharacteristic of a pedestrian-oriented center.
- Limitations on principle signs per tenant need to be clarified, and greater distinctions between primary and secondary signs are needed when individual tenants are allowed multiple signs.
- Some sign types may need additional clarification or standards to ensure that the signs standards are in proportion with the illustrations, elevation diagrams, and intended allocations.
- The lighting plan is generally acceptable; however, a performance standard for measurable warm white lighting could clarify the intent and set an enforceable threshold (recommend setting specific level between 2700K - 3000K).
- The 3” depth for channel letters can appear large and blocky at close range and at a pedestrian scale. Staff recommends reducing this to 2” depth for any sign mounted along the first-story marquees. This can be particularly true on the alternative sign band signs where the black mounting background may be 3 inches and the letters may be another 3”, protruding up to 6” off the mounting rails. A 2” thickness of the letters and/or back-mounting panels could result in a better appearance at close range.

Mr. Brewster said staff recommended approval of the sign plan with some clarifications to the principal signs permitted for individual tenants, some additional sign restrictions on quantity and size within specific sign types, and additional limitations, particularly on building 3 and building 6. After discussing the proposed conditions and clarifications with the applicant, staff recommends approval of the plan with the following conditions:

1. General Design Recommendations
 - a. Reserve lighting level measurement to staff and applicant discussions that balance sign visibility / color appearance vs. ambient light conditions.

- b. Change channel depth to 2" for all sign band and updated sign band signs; retain 3" for all logo signs, wall signs, and raised sign areas.
- 2. Standard Sign Band
 - a. Signs limited to one sign per tenant with an entrance or frontage on the building elevation, plus one secondary sign for each marquee area in the sign band for tenants that occupy multiple marquees.
 - b. Recommend secondary signs have at least 2" clearance from white framing band to ensure that secondary signs are subordinate to principal sign for tenants that span more than one marquee.
- 3. Updated Sign Band
 - a. Emphasize or clarify that signs are limited to one per tenant entrance / frontage.
 - b. The black backing of the updated sign band shall be limited to 24" high and the channel letter depth shall be 2" (per 1.b above).
- 4. Standard Wall Sign
 - a. Emphasize or clarify that signs are limited to one per tenant entrance / frontage.
 - b. Recommend at least 4" clearance on all sides from edge of wall face, architectural features, trim, or protrusions.
- 5. Raised Sign Area
 - a. Emphasize or clarify that signs are limited to one per tenant entrance / frontage; plus, two non-tenant locations.
 - b. Recommend maximum sign height of 24" above mounting surface.
- 6. Logo Sign Area
 - a. Recommend at least 2" clearance on all sides from any edge of wall face or any architectural features.
- 7. Building 3 specific recommendations: the following limits are in line with general standards for freestanding buildings and/or multi-tenant buildings.
 - a. Signs shall be limited to one sign per tenant with an entrance or frontage on the building elevation, but no more than four signs for any one elevation.
- 8. Building 6 specific recommendations
 - a. Reduce the three "anchor" signs to no more than 100 square feet.
 - b. Consider an allowance of up to 30" height above mounting surface for raised sign allowance in excess of the recommended general raised sign allowance of 24" in item 5.b.
 - c. The smaller wall signs on the east and west elevations shall be limited to one per tenant of building 6; no more than 18 square feet per sign; and no more than four signs total.
- 9. Recommend eliminating the font restrictions on the blade signs and using these more limited pedestrian scale signs to express the unique identity or brands of specific tenants.
- 10. Four future monument signs are conceptual only and are subject to generally applicable standards until the sign plan is updated with specific designs and standards.

Mr. Brewster noted that the applicant would submit a revised application to staff with the conditions approved by council.

Mr. Wolf asked whether all signs at the shopping center would be replaced at the same time. Mr. Brewster said the plan would only apply to new signs, and that existing signs could remain in place.

Mr. Kersten suggested that setting a maximum brightness for sign lighting could be useful.

Applicants Connor McRae with GastingerWalker&, 911 Main Street, Kansas City, MO, and Andrea Hildago with First Washington Realty, 7200 Wisconsin Avenue, Bethesda, MD, were present to discuss the application.

Mr. Valentino shared concern that the proposed letters making up the Big Grove Brewery sign were too large. Ms. Hildago said she felt that 30" letters totaling 55 square feet was the preferred size. She added that the letters would feature indirect lighting rather than being backlit.

Mr. Wolf asked whether the applicants would consider adding a condition that they work with staff to develop a lighting plan. Ms. Hildago said that she was comfortable adding the condition.

Ms. Brown suggested adding an additional condition eliminating the four multi-tenant signs on the east and west side of building 6. Ms. Hidalgo agreed to the condition.

After further discussion, Mr. Valentino made a motion to approve the application with the conditions listed by staff along with the two additional conditions added by planning commission members. Ms. Temple seconded the motion, which passed 7-0.

OTHER BUSINESS

Approval of 2026 meeting dates

Mr. Valentino made a motion to approve the 2026 meeting calendar as presented. Ms. Temple seconded the motion, which passed 7-0.

Discuss 2026 action plan

Mr. Brewster said that the planning commission was tasked with reviewing the city's comprehensive plan on at least an annual basis. Since the adoption of Village Vision 2.0, the planning commission and city council explored several action items from the "action plan", mostly focusing on housing-related items.

Throughout 2025, several issues came up that the planning commission asked to consider revisiting. Staff recommends reviewing the action items in the "action plan" portion of Village Vision 2.0 and providing direction to staff to begin working on certain

items. Mr. Brewster also shared a presentation describing the development of Village Vision 2.0, and topics that had been considered during previous years.

Mr. Valentino stated that he preferred to focus on walkability issues for pedestrians rather than considering additional criteria for buildings and structures. Mr. Birkel agreed, adding that making roads safer for bicycles would be worth discussing.

Ms. Brown said that safety concerns around schools could also be visited. She added that the city should consider partnering with neighboring cities to improve pedestrian paths and safety.

Ms. Temple suggested finding ways to make it easier for residents to remodel existing homes rather than tear them down.

Mr. Herron stated that he would like to discuss increasing lot coverage limits for new builds as an incentive to reduce their height. He also requested a cursory review of commercial guidelines to improve development outcomes.

Ms. Lee said that she and Mr. Brewster would begin working on the recommendations and bring a plan back at a future meeting.

ADJOURNMENT

With no further business to come before the commission, Mr. Wolf adjourned the meeting at 7:37 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Prairie Village Diversity Committee Meeting Minutes

January 13, 2026

Attended by: Anitha Patterson, Meg Richardson, Dennis Solis, Ron Nelson, David Magariel, Shelby Bartelt, Chief McCullough, and Tim Schwartzkopf

Called 4:36

Agenda - no proposed changes - David moved - no objections

No opening comments

November minutes reviewed - no objections and approved

Public Participation opened up.

Erin Manning - mentioned 75th Anniversary. Nothing in current events includes recognition of Native People. Something should be planned that includes that. Mentioned Symphony on the Hills having Native People dancing afterwards as a possible idea.

Discussion of future programming -

MLK Event at Village Pres Saturday at 3:00

MLK Day of Service Monday at 10:00

New Business -

Ed Stevenson presented to us on the Dialogue Institute

Shelby Bartelt- volunteered to take the lead on a future indigenous people's event to incorporate into the 75th celebration of the city

Voted to approve \$500 budget for MLK Day of Service

Discussion about having a planning meeting in October in future years to plan for the next year

Set this year's planning session for February meeting

End of meeting

VillageFest 2026

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday, July 24, 2025 5:30PM - 6:50PM
Attendees	• Amber Fletcher • JD Kinney • Toby Fritz • Alaina Wilby • Nancy Stoms • Shelby Bartelt

Discussion Notes	
Committee Chair's Report	• We are pleased to welcome Shelby Bartelt as our City Council Liaison. • This year's event also occurs during Prairie Village's 75th Anniversary and the United States's 250th. • There is a possibility that the remodel/construction at City Hall may impact the event footprint. We will look at spaces that were previously unused at the top of Harmon Park Hill, the concrete apron at the pavilion, Tommy the Turtle park, etc.
Pancake Breakfast	• Chris Cakes is confirmed • Starbucks TBD • We need more volunteers to help with the breakfast.
Patriotic Program	• We will reach out to Kristy Lambert for the National Anthem. • Consider adding in a Native American dance.
Spirit Awards	• Nominations are open.
KS National Guard History Museum and Display	• SGM Byers suggested we could get the Bradley Fighting Vehicle again and ask for additional vehicles as well.
History Display	• 75th Anniversary Display more details to come.

Vendors and Exhibitors	• Polar Oasis will bring 2 trucks again. • Freedom Dogs has been contacted and we have encouraged him to look at his menu to differentiate it from Chick Fil A. • Chick Fil A has asked to return. We plan to move them out by the carnival rides to spread out the food. • Trying to get a kettle corn vendor. • Water One Quench Buggy is confirmed.
Live Entertainment	• Emailed Jim Cosgrove (Mr Stinky Feet) confirmation and price TBD. • Emailed American Waste Systems (Stage) confirmation and price TBD. • Sterling Silver Sound (DJ) confirmed. No price increase • Emailed Mark Hamblin (MultiPhonic and sound/stage management) confirmation and price TBD. • Sister Act – Sister Act confirmed for 6 face painters, 2 hair painters, 1 Glitter tattoo artist, 1 airbrush artist, 1 bubble guy and 2 balloon twisters. • Fun Services- Confirmed for Mindwinder (new ride) plus same lineup as 2025 (trackless train, fiberglass slide, tornado, quad jump, climbing wall with additional jump). Confirmed for inflatables: lego obstacle, dual wave (wet), rockin rapids (wet), high voltage dual slide, blue castle combo, Disney Princess bounce house. Confirmed for inflatable games: soccer shootout, Soccer Goooooal, shooting stars basketball, down a clown carnival game, soccer carnival game, frog launch carnival game, 1 air dancer. • Foam Party – Contract pending with KC Foam Parties for three 45 minute foam party sessions. One each in the 10, 11 and 12 o'clock hours. Need 20x20 space and access to water and power. Looking at the Blitz demo spot. • Emailed Thorni Ridge Exotics for the same as 2025 - Petting Zoo and 12 ponies. Will contact AAA for tent rental as soon as we know the attraction footprint. • Huey Helicopter – Emailed John Williams • Mr Bones – Request to appear mailed • KC Wolf – Will book when appropriate but have contacted to reserve a date. • Fire Department Bucket Truck – TBD CFD-2 • Children's Craft Area – TBD PV Environmental Committee • The Little Village – Repeat last year's set up.

	• Slip n Slide – TBD • Bike Parade TBD • We are considering a raffle, supporting PV Foundation, to go up in the bucket truck.
Pie Contest	• Consider making the judging form digital to speed up the winner announcement. • We need to contact judges, and order supplies.
Giveaways	• We have a few string bags from last year. • Need to order candy/splash balls for the mayor when we get closer to the date. • New shirts for Committee/Volunteers. Would like to get Public Works matching orange shirts as well in recognition for all the hard work they do to help run VillageFest.
Infrastructure	• TBD
Info Tent	• TBD
Marketing	• Sign Gypsies “Happy 4th of July - VillageFest 2026” will be on the hill below the PD entrance as it has in years past. • Mission Road Banners - Light Pole banners go up after Juneteenth • New Park Vinyls - Designed for 5 year use - add 75th Anniversary Velcro press on. • 75th Street banner to be installed after Juneteenth

The next committee meeting is scheduled for Thursday February 26, 2026 at 5:30pm.

CITY OF PRAIRIE VILLAGE

Proclamation

Establishing Engineers Week in the City of Prairie Village

WHEREAS, Engineers provide the talents and skills necessary to analyze and solve complex problems and create the infrastructure essential for the high quality of life which citizens of Prairie Village, Kansas enjoy; and

WHEREAS, the support of an understanding and informed citizenry of Prairie Village, Kansas is vital to the efficient planning, design, construction and operation of the public infrastructure, which includes water, sanitary and storm sewers, streets and highways, bridges, public buildings, communications, and electricity and natural gas distribution; and

WHEREAS, engineers ensure the health, safety, welfare, comfort and economic vitality of this community as well as the success of various city wide construction projects; and

WHEREAS, engineers address the major technological challenges of our time from rebuilding towns devastated by natural disasters to designing infrastructure that will take the City of Prairie Village, Kansas through the 21st century; and

WHEREAS, the Western Chapter of the Missouri Society of Professional Engineers in partnership with the Eastern Chapter of the Kansas Society of Professional Engineers are celebrating the 75th annual Engineers Week through a ceremonious luncheon at the Marriott in downtown Kansas City, Missouri on February 19th.

WHEREAS, the week of February 22, 2026 has been designated worldwide as the 75th annual National Engineers Week.

Now, therefore, I, Eric Mikkelsen, Mayor of the City of Prairie Village, Kansas, on behalf of the citizens of this great city and the City Council, do hereby proclaim the week of February 22, 2026 as 'Engineers Week' in Prairie Village, Kansas, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing quality infrastructure and to recognize the significant contributions which our engineers make every day to our health, safety, comfort and quality of life.

Mayor Eric Mikkelsen

Adam Geffert, City Clerk