

The public may attend the meeting in person or view it online.

**City Council Meeting Agenda
City of Prairie Village
Council Chambers
Monday, April 20, 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

- A. Earth Day / Mayor's Monarch Pledge proclamation

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 the meeting date. Comments will be shared with Councilmembers prior to the meeting.

VIII. Consent Agenda

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

- A. Consider approval of regular city council meeting minutes – April 6, 2026
- B. Consider approval of claims ordinance #3061
- C. Consider approval of construction observation contract with TREKK for inspection services at Windsor Park Trail (BG900005)
- D. Consider award of contract to Tandem Paving for 2026 Street Repair (P5001)
- E. Consider approval of construction observation contract with TREKK Design Group for inspection services on the 2026 Residential Paving Program (PAVP2026)
- F. Consider approval of a drone show display agreement with Sky Elements, LLC

IX. Committee Reports

X. Mayor's Report

XI. Staff Reports

XII. Old Business

XIII. New Business

- A. Consider approval of residential food compost drop-off program
Meghan Boom

XIV. Council Committee of the Whole (Council President presiding)

- A. 2027 Preliminary Decision Packages
Jason Hannaman
- B. 2026 Estimated Revenue and 2027 Preliminary General Fund Revenue Assumptions
Jason Hannaman
- C. Consider 2027 committee budget requests:
 - 1. VillageFest
 - 2. JazzFest
 - 3. Arts Council
 - 4. Diversity Committee
 - 5. Environmental Committee

Jason Hannaman

XV. Informational Items

- A. Upcoming Meetings and Events

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.

CITY OF PRAIRIE VILLAGE

Proclamation

Earth Day 2026

Whereas, Prairie Village is continuing decades of work toward building and maintaining a healthy, sustainable and diverse community that offers the many benefits of nature to all who work, live and play here; and

Whereas, Prairie Village recognizes the health and resilience of our community depend on a well-functioning ecosystem, and that biodiverse regions can better support food production by fostering healthy soil, water and air, thereby creating productive and essential connections between humans and wildlife; and

Whereas, Prairie Village is home to many native wildlife and pollinator species such as birds, butterflies and bees; and pollinators are crucial to sustaining a healthy ecosystem, the source of all our natural resources; and

Whereas, a majority of all flowering plants rely on pollinators, which facilitate pollination essential for the reproduction of many crops and other plants, ultimately leading to the production of apples, almonds, avocados, blueberries and many other common foods; and

Whereas, among these vital pollinators, Monarch butterflies are widely recognized, beloved and important members of this population, commonly seen and appreciated in our local community, and whose caterpillars rely exclusively on milkweed for early life survival; and

Whereas, the Monarch butterfly population has declined by 80-90% in the last 40 years and remains threatened by habitat loss and pesticide use; and

Whereas, the Prairie Village community exists as part of this same unique, diverse, remarkable and fragile ecosystem as the Monarchs, requiring diligent attention to maintain the delicate balance between nature and human activity; and

Whereas, all individuals and communities have an opportunity and a responsibility to take action to protect and propagate habitat for a wide array of beneficial plants, animals and insects which contribute to the ongoing health of our shared ecosystem.

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, in celebration of Earth Day and in recognition of the essential role pollinators play in our ecosystem, do hereby proclaim April 22, 2026, as Earth Day in the City of Prairie Village, and urge all citizens to join in building and protecting habitats that support the Monarch butterfly and all pollinators on their vital journeys.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



PRAIRIE VILLAGE
KANSAS

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 6, 2026**

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Agniel and passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Mayor Mikkelson read a proclamation declaring April 20 through April 28, 2026, as "Seven Days of Kindness" in Prairie Village. Parveen Banu Siddique, a member of the SevenDays board of directors, provided information about the organization.
- Lindsay Voitik, Tree Board Chair, provided information about an upcoming Arbor Day event on April 25, and Mr. Sellers read a proclamation declaring April 24 as Arbor Day in Prairie Village. Prairie Village native Sarah Milgram, whose life was tragically cut short at the age of twenty-six when she was killed in an act of terrorism and hate, was recognized with an honorary tree planting. Her parents, Bob and Nancy, shared information about Sarah's life.



PUBLIC PARTICIPATION

- Pam Justus, Ward 6, and Jim Rosberg, Ward 1, expressed their objections to certain expenditures approved by the governing body.
- Barbara Cantrell, Ward 4, shared her concerns with the satisfaction survey that had recently been sent to residents.

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 - March 2, 2026
2. Consider approval of expenditure ordinance #3060
3. Consider approval of renewing the debris management contract with AshBritt
4. Consider bid award for purchase of swimming pool chemicals
5. Consider bid award for purchase of highway rock salt
6. Consider award of contract with Superior Bowen for the 2026 UBAS Program (UBAS2026) and Somerset UBAS Program from Mission Road to State Line (SODR0005)
7. Consider the school resource officer agreement with the Shawnee Mission School District

Mr. Agniel 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, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed unanimously.

COMMITTEE REPORTS

- **Insurance Committee**
 - **Consider 2026 - 2027 insurance renewals**

Mr. Hannaman stated that the insurance committee met on February 10, 2026, to discuss the city’s property, casualty, and workers’ compensation insurance needs for the upcoming year. The committee discussed changes in covered property with HUB, the city’s insurance broker, and any changes to relevant processes. City staff provided HUB with details of all buildings, vehicles, equipment, number of employees, and various other factors that drive coverage needs.

The committee reviewed and discussed aspects of the city’s policies. HUB noted softening property and casualty pricing in the market and stated that for well-managed risks, first-half 2026 renewals were expected to come in



flat to -5%. The committee directed HUB and staff to proceed with taking the renewal to market and asking other carriers to bid on the policies.

On March 26, 2026, the committee met with HUB to review the results of the marketing proposals. The committee did review a proposal from a risk pool, Midwest Public Risk, that would represent a shift away from the traditional insurance carrier model. After comparing the options, costs, and differences between the proposals, the committee unanimously recommended renewing with Travelers Insurance.

Colby Sullivan with HUB noted that overall, the renewal represented a decrease of \$31,766, or 5.4%. He added that HUB continued to use a flat fee commission model, with the same fee as the prior year of \$30,000. The proposed policy was very similar to the current plan, with most coverage levels remaining the same. Most of the decrease in premium for the 2026-2027 renewal was driven by extremely favorable rates on the workers' compensation line. Workers' compensation decreased \$43,772, or 30% due to a history of minimal claims and safety education efforts, which has led to lowered rates in several classifications.

Mr. O'Toole made a motion to approve the renewal of the city's property and casualty insurance lines with Travelers and Lloyds (cyber liability) for the coverage year May 2026 to May 2027, at a renewal rate of \$527,227. Mr. Robinson seconded the motion, which passed unanimously.

- Ms. Selders provided a summary of the National League of Cities conference that she had attended, and shared information about the city's upcoming 75th anniversary parade on May 2.
- Ms. Bartelt noted that she and Mr. Logan would be holding a Ward 3 meeting at Windsor Park on April 18.
- Mr. Vallette stated that two environmental committee members had participated in "STEAM Night" at Tomahawk Elementary School.
- Mr. Logan gave a recap of the March 11 arts council meeting, at which the public arts master plan was discussed.

MAYOR'S REPORT

- The Mayor shared information about events that had taken place since the prior council meeting:



PRAIRIE VILLAGE
KANSAS

- The Kansas Legislature had passed a property tax relief bill that would take budgeting authority away from local governments. The bill would next be reviewed by the governor for a possible veto
- The city's 75th anniversary 5K walk and run was held on March 28
- Several Mid-America Regional Council meetings
- Multiple Johnson County/Wyandotte County Mayors meetings
- World Cup planning meetings, including a Johnson County United meeting
- Meetings with residents, media and regional leaders
- A meeting with the Vanguard Breakfast Club at Mission Hills Country Club
- A Prairie Village Foundation meeting
- The Mayor shared information about the following upcoming events:
 - A meeting with the consultants working on the city's arts master plan
 - The State of the County Address on April 14
 - A Mainstream Coalition lunch on April 19
 - Annual large-item trash collections on April 11, April 18, April 25, and May 2
- The Mayor also noted the following:
 - The fourth quarter 2025 financial report had been published, and the city had come in under budgeted expenses and exceeded revenue estimates
 - The League of Kansas Municipalities published its 2026 tax book, which showed that the property tax rate in Prairie Village was among the lowest of all cities in the state

STAFF REPORTS

- Chief McCoullough provided an update on a shooting that had taken place in the city on March 22. He also shared 2025 crime statistics for both Prairie Village and Mission Hills.
- Community Service Officer Brian Wolf gave a presentation providing methods for residents to keep their families, pets and property safe from coyotes that reside in and around the city. Mr. O'Toole asked that the presentation be added to the city's website.
- Mr. Jordan noted that executive staff would be participating in a Habitat for Humanity service project on April 9, and that staff would be working on 2027 department budgets the week of April 13.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

Consider 2027-2031 County Assistance Road System (CARS) Program



Mr. Bredehoeft said that in order to receive CARS funding from Johnson County, the city was required to submit an application containing a list of streets to be repaired and the estimated costs to repair them. A list of streets recommended for the five-year CARS program was provided for the period 2027 - 2031, though the city only committed to fund and construct the 2027 program year with the annual submittal. Future projects would be used by the county to forecast funding needs.

Mr. Bredehoeft noted that CARS funding was generally set to 50% of the project's eligible costs for construction-related items, including testing, observation and construction. Cities were typically guaranteed to have their first priority project funded, though projects could be added or funding reduced based on the available funding in the overall program. The work would include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalks, new ADA ramps, milling/overlaying the pavement, or UBAS.

Mr. Graves made a motion to approve the 2027 - 2031 County Assistance Road System (CARS) program. The motion was seconded by Mr. Agniel and passed unanimously.

Consider award of contract with Vance Brothers for the 2026 Crack Seal/Micro Surfacing Program

Mr. Bredehoeft stated that in January 2025, the Governing Body approved moving forward with a three-year construction program with Vance Brothers for the crack seal and micro surfacing program. The process included evaluating a bid received directly from a contractor that had proven to be competitively priced, provided quality work, and had gone beyond the specified requirements for customer service. Per city procedures, staff would bring forth this new contract, evaluated each year of the program, for approval by the council. The 2026 bid proposal was received and evaluated to be less than annual construction increases at just 2%.

Mr. Bredehoeft said the project would consist of two maintenance programs: micro surfacing, a maintenance tool to assist in preserving the existing asphalt pavement to extend the pavement's life cycle, and crack seal, which would utilize a joint sealant for cracks and joints to prevent water from entering the base of the pavement. He noted that \$425,000.00 had been budgeted for the projects and the contract would be awarded for that amount. The bid for the work was \$415,414.88, and locations of work would be adjusted to utilize the full maintenance budget.

Mr. Nelson made a motion to agreement with Vance Brothers for the 2026 crack seal / micro surfacing program. The motion was seconded by Mr. Logan and passed unanimously.



Consider approval to add 83rd Street improvements to the 2026 Residential Street Program

Mr. Bredehoeft said that improvements to 83rd Street were included in the 2027 CIP, with project limits originally defined from the east city limits to Nall Avenue, and a special emphasis on the Corinth Shops corridor and the signal at Nall. Staff learned that the City of Leawood would be beginning a project on 83rd Street between State Line and the Prairie Village east city limit in 2026. To better coordinate with the City of Leawood's construction, the segment from the east city limit to Mission Road could be easily added to the 2026 residential street program.

Simultaneous construction in this segment would allow for better construction of the roadway transition and coordinated improvements to address pedestrian concerns. In addition, road construction could be combined into one construction season, as opposed to bridging two construction seasons with road closures in the immediate area. He noted that the goal of both cities was to complete roadway improvements before school starts in the fall. The remainder of the 83rd Street project, from Mission Road to Nall Avenue, would remain in the 2027 CARS program.

Mr. Bredehoeft said that the improvements made to 83rd Street in 2026 would mostly consist of standard sidewalk, curb, and gutter repair or replacement with a mill and overlay of the pavement. In addition, there would be a modification on the south side curb to create a four-foot landscaped space between the existing eight-foot sidewalk and vehicles.

Mr. Reddell made a motion to approve construction change order with Superior Bowen for the 2026 Residential Street Rehabilitation Program (PAVP2026) in the amount of \$399,605.70. The motion was seconded by Mr. Vallette and passed unanimously.

Consider amendment #1 with McCown Gordon Construction, LLC for the guaranteed maximum price for the construction of the municipal complex improvements (BG510003)

Mr. Bredehoeft noted that at its March 4, 2024, meeting, the council approved the construction manager at risk (CMR) contract with McCown Gordon. The first phase of preconstruction services was set at \$45,000. This phase allowed McCown Gordon to serve as a consultant during the design phase of the project and assist the project architect, Clark & Enersen, and city staff with the development of the design and cost estimating of the new building.

During the bidding process, the prime contractor identified 32 separate scopes of work and 32 subcontracts. In total, 387 invitations were sent out and 138 bid packages were received, averaging 4.3 bids per trade. After the initial review of the bids received, the overall cost was higher than anticipated. Staff delayed beginning the project for one month while it reviewed bids. During that process, several items were value engineered to bring the project back within the planned budget. A few of the larger price modifications were changing from two natural gas backup generators to a diesel backup generator (equivalent



to what the new public works facility uses), changing the type of electrical conduit, modifying the building management system, and utilizing different screen wall materials.

Mr. Bredehoeft said that these changes reduced the overall cost by more than \$500,000.00. Several other smaller changes were also made, none of which had an impact on the overall function or look of the project. The final GMP amount also included a 3% contingency which could be used, if needed. He noted that the overall budget would remain at the \$30 million cap established for the project, and that project construction would start immediately, with completion in early 2028.

Ms. Lawrence asked what kind of impact switching from two natural gas generators to a single diesel generator would have. Mr. Bredehoeft said that the diesel generator would require somewhat more maintenance than natural gas generators, but the difference was not significant.

Mr. Nelson made a motion to approve amendment #1 with McCown Gordon Construction LLC for the guaranteed maximum price for the construction of the municipal complex improvements. The motion was seconded by Mr. Vallette and passed 11-1, with Mr. Reddell in opposition.

Consider Approval of a Contract with INSCO Environmental for the Asbestos Abatement Service for the Municipal Complex Improvements Project - Keith Bredehoeft

Mr. Bredehoeft said that Axiom Service Professionals had assisted staff in getting bids for asbestos abatement services. Axiom specializes in this type of work, and performed the physical inspection of the buildings to determine what hazardous materials were present. He noted that this was the same process that had been followed when the church building was demolished at Wassmer Park. Axiom solicited bids from three reputable abatement contractors, with the following results:

- INSCO Environmental \$ 160,850.00
- B&R Environmental \$ 169,743.00
- AT Abatement \$ 346,700.00

INSCO Environmental was the low bidder, and staff recommended the contract be awarded to them. The work is planned and is budgeted within the overall project.

Ms. Lawrence asked why the asbestos contract was made directly with a contractor rather than McCown Gordon. Mr. Bredehoeft said that McCown Gordon had chosen not to perform their own asbestos abatement. However, working directly with INSCO would not increase the project budget, as the amount had already been included in the overall project budget.



Ms. Lawrence made a motion to approve the agreement with INSCO Environmental for asbestos abatement services for the municipal complex improvements project. The motion was seconded by Mr. Agniel and passed unanimously.

Consider Approval of a Contract with Axiom Service Professionals for the Asbestos Abatement

Mr. Bredehoeft said that as part of the monitoring process, Axiom would ensure the abatement was completed per State of Kansas regulations as well as Environmental Protection Agency regulations. The company would provide daily air quality testing to guarantee that areas remain safe during and after work has been completed. Additionally, Axiom would provide daily documentation of the work, along with a final report recording daily work activities, visual inspection, and air monitoring.

Mr. Agniel made a motion to approve the agreement with Axiom Service Professionals for asbestos abatement monitoring services for the municipal complex improvements project. The motion was seconded by Mr. Nelson and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

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

ANNOUNCEMENTS

Announcements were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 7:28 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 20, 2026

Copy of Ordinance
3061

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			
34859-34877	3/6/2026	50,803.57	
34878-34946	3/13/2026	500,385.82	
34947-35026	3/27/2026	528,104.17	
Payroll Expenditures			
3/6/2026		503,296.30	
3/20/2026		488,413.48	
Electronic Payments			
	3/1/2026	4,150.13	
	3/5/2026	13,358.86	
	3/7/2026	7,787.24	
	3/13/2026	4,883.58	
	3/16/2026	18.59	
	3/19/2026	9.39	
	3/20/2026	40.00	
	3/23/2026	29.95	
	3/26/2026	36,842.53	
TOTAL EXPENDITURES:			2,138,123.61
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			
GRAND TOTAL CLAIMS ORDINANCE			2,138,123.61

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

Passed this 20th day of April 2026

Signed or Approved this 20th day of April 2026

ATTEST: 
City Treasurer

ATTEST: 
Finance Director

Payroll Date:	3/6/2026
Total Amount ADP Debited From PV Accounts	\$ 403,713.00
M,N-(K) KPERS Employer	\$ 26,113.41
(K) KPERS Employee	\$ 14,869.45
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 23,406.29
(L) DC457 Employee Contribution	\$ 17,735.04
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 9,160.52
(P) POLPEN Police Pension Employee	\$ 6,585.49
	<u>\$ 503,296.30</u>

Payroll Date:	3/20/2026
Total Amount ADP Debited From PV Accounts	\$ 392,062.47
M,N-(K) KPERS Employer	\$ 24,985.82
(K) KPERS Employee	\$ 14,156.27
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 23,031.15
(L) DC457 Employee Contribution	\$ 16,767.39
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 9,109.99
(P) POLPEN Police Pension Employee	\$ 6,587.29
	<u>\$ 488,413.48</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	Check Amount
ACH	1248	Bluefin Payment Systems	03/01/2026	61.90
ACH	841	Elavon	03/01/2026	440.72
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	03/01/2026	2,747.47
ACH	945	UMB Bank ACH	03/01/2026	900.04
Total for 3/1/2026:				4,150.13
ACH	945	UMB Bank ACH	03/05/2026	29.19
ACH	9	Evergy - KCPL - ACH	03/05/2026	13,329.67
Total for 3/5/2026:				13,358.86
34859	2392	Allegiant Networks LLC	03/06/2026	2,312.94
34860	3850	Thomas Arnhold	03/06/2026	231.25
34861	3759	Charter Communications Holdings, LLC	03/06/2026	283.48
34862	2747	ConvergeOne Inc	03/06/2026	7,758.20
34863	3511	Nora Cooper	03/06/2026	2,778.00
34864	2007	Michelle DeCicco	03/06/2026	2,312.00
34865	245	Easy Ice LLC	03/06/2026	75.21
34866	256	Electronic Technology Inc	03/06/2026	670.00
34867	3922	Fidelity Security life Insurance Company	03/06/2026	964.71
34868	3781	Frank P. Gilman, PA	03/06/2026	1,434.00
34869	2723	Insight Public Sector Inc	03/06/2026	5,791.11
34870	694	Johnson & Wyandotte Counties Council of	03/06/2026	476.28
34871	506	Johnson County Department of Corrections	03/06/2026	175.00
34872	375	League of Kansas Municipalities	03/06/2026	614.44
34873	1263	Alan McClintock	03/06/2026	3,260.00
34874	3903	Connie McKenzie	03/06/2026	68.95
34875	3768	Parks and Recreation Foundation of Johnso	03/06/2026	15,000.00
34876	4062	Single Source Printing LLC	03/06/2026	4,945.00
34877	2240	Karen L Torline	03/06/2026	1,653.00
Total for 3/6/2026:				50,803.57
ACH	311	ADP Electronic Debit	03/07/2026	7,787.24
Total for 3/7/2026:				7,787.24
ACH	9	Evergy - KCPL - ACH	03/13/2026	4,883.58
34878	2265	All City Management Services Inc	03/13/2026	4,808.16
34879	2330	Allied Services LLC	03/13/2026	175,635.03
34880	2834	Bledsoe's Equipment Inc	03/13/2026	940.75
34881	2182	BT&T Drilling & Boring LLC	03/13/2026	20,220.00
34882	3340	Suzanne Buenneke	03/13/2026	554.49
34883	3907	Clifford Power Systems, Inc.	03/13/2026	964.37
34884	794	Clinical Associates PA	03/13/2026	550.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
34885	2024	Custom Lighting Services LLC	03/13/2026	7,062.00
34886	3523	Daikin TMI LLC	03/13/2026	1,150.00
34887	158	Delta Dental of Kansas	03/13/2026	14,122.91
34888	2603	Mark T Duffy	03/13/2026	253.06
34889	245	Easy Ice LLC	03/13/2026	245.25
34890	2460	EE Reimbursement	03/13/2026	66.00
34891	3864	EE Reimbursement	03/13/2026	22.00
34892	4007	EE Reimbursement	03/13/2026	22.00
34893	256	Electronic Technology Inc	03/13/2026	3,280.25
34894	2980	Enterprise FM Trust	03/13/2026	17,692.33
34895	2898	Evergy - KCPL	03/13/2026	400.18
34896	4146	Everstrive Solutions LLC	03/13/2026	5,500.00
34897	1079	Fire Suppression Consultants LLC	03/13/2026	3,044.89
34898	88	First Call	03/13/2026	819.23
34899	404	Foster Bros Wood Products Inc	03/13/2026	1,885.50
34900	86	Goodyear Auto Service Center	03/13/2026	1,725.00
34901	1886	GPS Insight LLC	03/13/2026	239.70
34902	1381	Great Plains Soc Prevention of Cruelty Anni	03/13/2026	1,575.00
34903	384	GT Distributors	03/13/2026	2,070.92
34904	3977	Jeanne L. Guillot	03/13/2026	752.46
34905	3763	Hunter Law Group, P.A.	03/13/2026	5,373.25
34906	2316	Integrity Locating Services LLC	03/13/2026	4,810.60
34907	3472	J Webb Inc	03/13/2026	47.50
34908	66	KA-Comm Inc	03/13/2026	587.12
34909	632	Kansas City Tree Care LLC	03/13/2026	129,826.50
34910	41	Kansas Gas Service	03/13/2026	3,125.30
34911	2335	Kansas One-Call System Inc	03/13/2026	396.34
34912	4024	KC Can Compost	03/13/2026	1,794.00
34913	258	Key Equipment & Supply Co	03/13/2026	1,935.00
34914	3602	Kruse Corporation	03/13/2026	3,850.00
34915	205	Lawson Products	03/13/2026	605.08
34916	213	Legal Record	03/13/2026	46.60
34917	92	Lexington Plumbing and Heating Company	03/13/2026	17,719.00
34918	3729	LexisNexis Risk Data Management LLC	03/13/2026	859.33
34919	3302	Linde Gas & Equipment inc	03/13/2026	244.70
34920	3430	MAR Building Solutions	03/13/2026	1,084.25
34921	536	McCarthy/Morse Chevrolet Inc	03/13/2026	61.72
34922	340	Mill Creek Rifle Club Inc	03/13/2026	200.00
34923	275	Missouri Door Co. Inc.	03/13/2026	1,407.34
34924	2039	MJV-A LLC	03/13/2026	60.00
34925	2072	Olsson Associates	03/13/2026	25,363.79
34926	2744	Pro Circuit Inc	03/13/2026	160.00
34927	3913	Cynthia Ptacek	03/13/2026	566.91
34928	1007	Rejis Commission	03/13/2026	1,467.97
34929	73	SBCO	03/13/2026	791.00
34930	4062	Single Source Printing LLC	03/13/2026	6,852.64
34931	2667	SiteOne Landscape Supply Holding LLC	03/13/2026	1,196.98
34932	1650	Skeens Consulting Services Inc	03/13/2026	1,800.00
34933	2308	Stanard & Associates Inc	03/13/2026	562.50
34934	72	Staples Business Advantage	03/13/2026	47.95
34935	4143	Tarco Industries, Inc	03/13/2026	233.41
34936	3904	Tool Country Inc	03/13/2026	84.99
34937	3103	TWAS Topco LP	03/13/2026	752.00
34938	2047	United Rentals (North America) Inc	03/13/2026	429.00
34939	3968	Vaisala Inc.	03/13/2026	9,551.50
34940	1042	Verizon Wireless	03/13/2026	1,557.90
34941	111	WaterOne	03/13/2026	1,377.35

Check No	Vendor No	Vendor Name	Check Date	Check Amount
34942	737	West Publishing Corp	03/13/2026	800.53
34943	3568	Consolidated Fire District 2	03/13/2026	1,325.00
34944	3488	Maureen DeVore	03/13/2026	2,237.50
34945	3499	Biaggio Ortiz	03/13/2026	1,716.79
34946	4145	Rita Terrones	03/13/2026	1,875.00
Total for 3/13/2026:				505,269.40
ACH	9	Evergy - KCPL - ACH	03/16/2026	18.59
Total for 3/16/2026:				18.59
ACH	310	Kansas Department of Revenue - "online p	03/19/2026	9.39
Total for 3/19/2026:				9.39
ACH	945	UMB Bank ACH	03/20/2026	40.00
Total for 3/20/2026:				40.00
ACH	841	Elavon	03/23/2026	29.95
Total for 3/23/2026:				29.95
ACH	945	UMB Bank ACH	03/26/2026	36,842.53
Total for 3/26/2026:				36,842.53
34947	2265	All City Management Services Inc	03/27/2026	6,010.20
34948	3380	All Copy Products Inc	03/27/2026	267.22
34949	1029	American Rigger's Supply Inc	03/27/2026	35.57
34950	4099	Arrowhead Franchising LLC	03/27/2026	9,608.67
34951	156	Blue Cross Blue Shield of Kansas City	03/27/2026	163,714.46
34952	3089	Bob Allen Ford Inc	03/27/2026	5,033.03
34953	2311	Boelte-Hall LLC	03/27/2026	1,141.87
34954	101	C&R Johnson County Key Service	03/27/2026	12.00
34955	790	Cellco Partnership	03/27/2026	329.38
34956	2512	Clark Enersen Partners Inc	03/27/2026	16,000.00
34957	3511	Nora Cooper	03/27/2026	467.20
34958	4050	Crouch Recreation, Inc	03/27/2026	37,026.00
34959	3719	CuraLinc LLC	03/27/2026	1,929.99
34960	1131	Disko Promotions Inc	03/27/2026	195.24
34961	1118	EE Reimbursement	03/27/2026	44.00
34962	119	EE Reimbursement	03/27/2026	44.00
34963	123	EE Reimbursement	03/27/2026	22.00
34964	1339	EE Reimbursement	03/27/2026	22.00
34965	1914	EE Reimbursement	03/27/2026	941.75
34966	2460	EE Reimbursement	03/27/2026	66.00
34967	2462	EE Reimbursement	03/27/2026	44.00
34968	2743	EE Reimbursement	03/27/2026	44.00
34969	3156	EE Reimbursement	03/27/2026	66.00
34970	3863	EE Reimbursement	03/27/2026	110.00
34971	3864	EE Reimbursement	03/27/2026	110.00
34972	3865	EE Reimbursement	03/27/2026	110.00
34973	3973	EE Reimbursement	03/27/2026	110.00
34974	4005	EE Reimbursement	03/27/2026	22.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
34975	1012	Fastenal Company	03/27/2026	224.79
34976	958	Federal Signal Corp	03/27/2026	23,578.95
34977	88	First Call	03/27/2026	444.10
34978	2913	Donald Dwayne Garrett	03/27/2026	600.00
34979	86	Goodyear Auto Service Center	03/27/2026	1,454.08
34980	2877	Granicus LLC	03/27/2026	3,360.24
34981	384	GT Distributors	03/27/2026	413.00
34982	3569	Heartland Traffic Services Inc	03/27/2026	13,909.55
34983	3763	Hunter Law Group, P.A.	03/27/2026	10,140.00
34984	4079	Indigo Energy Partners, LLC	03/27/2026	29,781.55
34985	2723	Insight Public Sector Inc	03/27/2026	35,703.36
34986	4147	Interactive Data, LLC	03/27/2026	1,308.00
34987	1230	J&J Printing Inc	03/27/2026	48.25
34988	506	Johnson County Department of Corrections	03/27/2026	70.00
34989	372	Johnson County Top Soil & Landscape mat	03/27/2026	88.00
34990	84	Johnson County Wastewater	03/27/2026	1,015.35
34991	177	Kansas Bureau of Investigation	03/27/2026	3.00
34992	3570	Kansas CareNow Urgent care	03/27/2026	675.00
34993	489	Kansas City Junior tennis League	03/27/2026	300.00
34994	632	Kansas City Tree Care LLC	03/27/2026	18,565.00
34995	147	Kansas State Treasurer	03/27/2026	6,298.00
34996	1168	Kaw Valley Engineering Inc	03/27/2026	68.00
34997	21	KU Midwest Occupational Health	03/27/2026	360.00
34998	97	Lawrence Pest Control Company Inc	03/27/2026	360.00
34999	205	Lawson Products	03/27/2026	75.09
35000	213	Legal Record	03/27/2026	145.61
35001	2405	Sheryl LeVota	03/27/2026	1,731.25
35002	92	Lexington Plumbing and Heating Company	03/27/2026	1,527.00
35003	536	McCarthy/Morse Chevrolet Inc	03/27/2026	189.51
35004	2196	Alan B Mestdagh	03/27/2026	3,325.00
35005	2958	Midwest Shredding Service LLC	03/27/2026	135.00
35006	3376	Mynatt Truck & Equipment Co Inc	03/27/2026	1,594.53
35007	3998	Next Generation Recreation LLC	03/27/2026	683.07
35008	2071	Optiv Security Inc	03/27/2026	329.70
35009	2141	Pre-Paid Legal Services Inc	03/27/2026	519.35
35010	2744	Pro Circuit Inc	03/27/2026	13,122.78
35011	3657	Project Advocates LLC	03/27/2026	4,579.07
35012	3947	Renaissance Life and Health Insurance Co	03/27/2026	7,365.89
35013	1562	Rosehill Gardens	03/27/2026	470.60
35014	3982	Rush Truck Centers of Kansas, Inc.	03/27/2026	998.80
35015	73	SBCO	03/27/2026	175.00
35016	4098	Signature Logo	03/27/2026	84.11
35017	4062	Single Source Printing LLC	03/27/2026	4,687.50
35018	2667	SiteOne Landscape Supply Holding LLC	03/27/2026	530.52
35019	3254	Staples Inc	03/27/2026	30.56
35020	374	Suburban Lawn & Garden Inc	03/27/2026	95.87
35021	172	Sumner One	03/27/2026	1,547.75
35022	279	Sunflower Equipment LLC	03/27/2026	100.99
35023	2246	Superior Bowen Asphalt Company LLC	03/27/2026	75,230.50
35024	3997	Andrew Stephen Talge	03/27/2026	578.00
35025	304	Vance Brothers LLC	03/27/2026	14,081.76
35026	1237	Viking-Cives Midwest Inc	03/27/2026	1,874.56

Total for 3/27/2026:

528,104.17

Check No	Vendor No	Vendor Name	Check Date	Check Amount
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Report Total (181 checks):

1,146,413.83



Consent Agenda: Consider approval of construction observation contract with TREKK for inspection services at Windsor Park Trail (BG900005)

Recommendation

Move to approve the construction administration agreement with TREKK Design Group for the trail improvements at Windsor Park in the amount of \$77,125.75

Background

The 5-year Park CIP includes a 2026 trail project in Windsor Park to improve the trail and create an accessible entry point into the park from the senior living center to the north.

This project was awarded \$200,000 in 2026 Kansas Transportation Alternatives Program (TAP) funds through MARC's Active Transportation Programming Committee in November 2022.

Construction observation is required to be performed in accordance with the KDOT approved guidelines which requires an inspector on site every day of construction. In order to perform this level of inspection, the City will contract with TREKK Design Group to supplement our inspectors.

Fiscal Note

Funding is available in the CIP BG900005 Windsor Park Trail Project.

Attachments

1. ConstructionAdmin_TREKK BG900005

Prepared By

Melissa Prenger, City Engineer
March 31, 2026

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

Windsor Park Trail (BG900005)
Federal Ail Project

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**”, and TREKK Design Group, LLC, a Kansas corporation with offices at 1411 E. 104th Street, Kansas City, MO, 64131, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for On-Call Construction Administration related to 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 - RESPONSIBILITIES OF THE CITY

The CITY designates Melissa Prenger, City Engineer as CITY representative with respect to this Agreement. Ms. Prenger shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

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

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

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

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

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

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

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

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

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

guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

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

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

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

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

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

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

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project

Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

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

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

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

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

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

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

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

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

equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Conduct Davis Bacon Wage rate interviews and confirm all other federal requirements in the project manual are in met in accordance with these requirements.
- 2 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.
- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.

- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.

- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

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

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

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

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

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

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

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

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

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

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

Typical entries for paving work -

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

Typical entries for storm drains -

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

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

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

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

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

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

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$77,125.75 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

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

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

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

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

ARTICLE IV - GENERAL PROVISIONS

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

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

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

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

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

CONSULTANT'S insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage

reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and CITY Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

If due to the CONSULTANT'S negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the CONSULTANT liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

6.4 Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.5 Termination for Convenience: The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

CONSULTANT:

TREKK Design Group, LLC

By: _____

Eric Mikkelson

Mayor

By: _____

Kimberly Robinett

Managing Member

Address for giving notices:

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

Address for giving notices:

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

ATTEST:

Adam Geffert, City Clerk

APPROVED BY:

Alex Aggen, City Attorney



2026 Fee Estimate Worksheet

Project Name & Number Windsor Park Trail Inspection

	Project Manager		Construction Inspector		Administration		Mileage		Labor Sub-Total		Direct Exp		Sub-Total		TOTAL	
Fee Billing Rate	\$176.00		\$136.00		\$104.00		\$ 0.725									
WORK TASK DESCRIPTION																
Task 1 - Street Improvements																
Project Administration ¹	26		520		4		1,950		75,712.00		1,413.75		77,125.75			
Construction Inspection	7				4		1950									
Plan and site review	0		8													
Pre-Construction Meeting	2		2													
Weekly Progress Meetings	13		0													
Final Inspection	4		0													
Daily RPR work	0		510													
TOTAL MAN-HOURS / QUANTITY	26		520		4		1950		75,712.00		1,413.75		77,125.75			
UNIT RATE	\$176.00		\$136.00		\$104.00		\$ 0.725									
TREKK DESIGN GROUP FEE TOTAL	\$ 4,576.00		\$ 70,720.00		\$ 416.00		\$ 1,413.75		\$ 75,712.00		\$ 1,413.75		\$ 77,125.75			

Notes:

1. Assumes 1 hour per month, for project scheduling, tracking and invoicing
2. Mileage figured for 13 weeks, 25 miles a day (65 days at .0725)
3. Inspector hours figured for 40 hour weeks, for 3 months of work



Consent Agenda: Consider award of contract to Tandem Paving for 2026 Street Repair (P5001)

Recommendation

Move to authorize the Mayor to sign the Construction Contract with Tandem Paving for Project P5001 2026 Street Repair Program for \$250,000.

Background

On March 25, 2026, the City Clerk opened bids for Project P5001, 2026 Street Repair Program. Three bids were received:

Tandem Paving	\$237,878.42
McConnell and Associates	\$285,809.00
Superior Bowen	\$385,390.00
Engineer's Estimate	\$250,000.00

This program consists of asphalt street repairs at various locations throughout the City. The program allows staff to address areas where settlement or deterioration has occurred, and make repairs to those areas. The budget for this project is \$250,000 and the contract award is set at \$250,000. Locations of repairs will be adjusted (increased) to utilize the budget.

City staff has reviewed the bids for accuracy and found no errors. Tandem Paving is new to the City of Prairie Village; however they have local references. Staff has checked references and recommends award to the lowest responsible bidder, Tandem Paving.

Fiscal Note

Funding is available in the operation budget for project P5001.

Attachments

1. 2026 STREET REPAIR CONTRACT WITH TANDEM PAVING

Prepared By

Melissa Prenger, City Engineer
March 31, 2026

CONSTRUCTION AGREEMENT



**P5001
2026 STREET REPAIR**

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

CONTRACTOR

CONSTRUCTION CONTRACT
FOR
P5001 | 2026 STREET REPAIR

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
TANDEM PAVING CO., INC.

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 TANDEM PAVING CO., INC., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2026 STREET REPAIR , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

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

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

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

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

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

6. PROJECT MANAGER

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

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

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

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

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

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications

stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

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

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments.**" A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

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

8. DELAYS AND EXTENSIONS OF TIME

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

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

9. ADVERSE WEATHER:

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

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

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

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

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

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

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

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

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

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

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

10. LIQUIDATED DAMAGES

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

forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

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

11. PAYMENT PROCEDURE

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

deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

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

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

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

13. CLAIMS BY THE CONTRACTOR

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

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

Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

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

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 15. INSURANCE AND BONDS.**
- 15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- 15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

Limits (Same as Commercial General Liability) -
 Combined Single Limits, Bodily Injury and Property Damage - Each Accident:
 Policy MUST include the following condition:
 NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

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

Limits -

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

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

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

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

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

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:
- A. Cover all subcontractor's in its insurance policies, or
 - B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.
- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.
- 15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.
- 15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

- 16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.
- 17. SUCCESSORS AND ASSIGNS**
- 17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

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

18. NON-DISCRIMINATION LAWS

- 18.1 The Contractor agrees that:
- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - C. 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

TANDEM PAVING CO., INC.

(typed company name)

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson

(typed name)

Mayor

(typed title)

City of Prairie Village

TANDEM PAVING CO., INC.

(typed company name)

7700 Mission Road

617 SE INDUSTRIAL DRIVE

(typed address)

Prairie Village, Kansas 66208

BLUE SPRINGS MO 64014

(typed city, state, zip)

913-385-4647 (Public Works)

816-215-1876

(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.)



Consent Agenda: Consider approval of construction observation contract with TREKK Design Group for inspection services on the 2026 Residential Paving Program (PAVP2026)

Recommendation

Move to approve the construction administration agreement with TREKK Design Group for 2025 Residential Street Program for \$49,982.63

Background

The City complements its own construction inspection forces with consultant inspectors every year. We are moving forward with a large amount of varied construction needs this year and anticipate continued need of this support.

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

This contract includes construction administration services as needed or "on-call" for the 2026 Program.

Fiscal Note

Funding is available in the CIP project PAVP2026

Attachments

1. PAVP2026 Construction Admin Agreement TREKK

Prepared By

Melissa Prenger, City Engineer
March 31, 2026

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

On-Call Services (PAVP2026)

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**”, and TREKK Design Group, LLC, a Kansas corporation with offices at 1411 E. 104th Street, Kansas City, MO, 64131, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for On-Call Construction Administration related to 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 - RESPONSIBILITIES OF THE CITY

The CITY designates Melissa Prenger, City Engineer as CITY representative with respect to this Agreement. Ms. Prenger shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

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

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

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

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

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

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

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

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

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

guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

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

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

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

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

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

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

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Senior Project Manager. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project

Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

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

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

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

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

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

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

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

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

equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.
- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Senior Project Manager and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.

- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Senior Project Manager.
- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Senior Project Manager.
- 21 Furnish to Senior Project Manager periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Senior Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Senior Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Senior Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Senior Project Manager for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.

- 28 Participate in a final inspection in the company of Senior Project Manager, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.
- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

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

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

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

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

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

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

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Senior Project Manager

Typical entries for subgrade work -

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

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

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

Typical entries for paving work -

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

Typical entries for storm drains -

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

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

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

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

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

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

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of **\$49,982.63** for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

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

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

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

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

ARTICLE IV - GENERAL PROVISIONS

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

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

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

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

Reuse of Documents: All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

CONSULTANT'S insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage

reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and CITY Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

If due to the CONSULTANT'S negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the CONSULTANT liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

6.4 Termination: This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

6.5 Termination for Convenience: The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization

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

Indemnity: To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

Successors and Assigns: The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

CONSULTANT:

TREKK Design Group, LLC

By: _____

Eric Mikkelson

Mayor

By: _____

Kimberly Robinett

Managing Member

Address for giving notices:

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

Address for giving notices:

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

ATTEST:

Adam Geffert, City Clerk

APPROVED BY:

Alex Aggen, City Attorney



2026 Fee Estimate Worksheet

Project Name & Number Prairie Village On Call

	Project Manager	Construction Inspector	Administration	Mileage	Labor Sub-Total	Direct Exp	Sub-Total	TOTAL
Fee Billing Rate	\$176.00	\$136.00	\$104.00	\$ 0.725				
WORK TASK DESCRIPTION								
Task 1 - Street Improvements								
Project Administration ¹	100	225	4	1,885	\$ 48,616.00	\$	1,366.63	\$ 49,982.63
Construction Inspection As Needed March- November or up to \$50,000	0	225	4	1885				
	100							
	\$176.00	\$136.00	\$104.00	1885				
TOTAL MAN-HOURS / QUANTITY	100	225	4	1885				
UNIT RATE		\$136.00	\$104.00	0.725				
TREKK DESIGN GROUP FEE TOTAL	\$ 17,600.00	\$ 30,600.00	\$ 416.00	\$ 1,366.63	\$ 48,616.00	\$	1,366.63	\$ 49,982.63

Notes:

1. Assumes 1 hour per month, for project scheduling, tracking and invoicing
2. Mileage figured for 13 weeks, 40 miles a day (65 days at .0725)



Consent Agenda: Consider approval of a drone show display agreement with Sky Elements, LLC

Recommendation

Recommend approval of an agreement in the amount of \$31,500 with Sky Elements LLC for a drone show display during the 75th anniversary event at Meadowbrook Park on October 10, 2026.

Background

The City is celebrating its 75th Anniversary in 2026. A variety of events are planned throughout the year, culminating in a grand finale celebration and drone show at Meadowbrook Park on October 10, 2026.

City staff issued a request for proposals for qualified vendors to design, coordinate, and execute a drone show for the event. Five companies responded to the request. Staff reviewed the proposals and selected Sky Elements based on total cost, number of custom animations, number of show revisions, work samples, rain out policy, and references.

Vendor	Price for 300 Drone Show
Firefly Drone Shows	\$30,000.00
Sky Elements	\$31,500.00
Glyphix	\$34,500.00
Electric Sky	\$35,000.00
Open Sky Productions	\$35,000.00

Fiscal Note

This item was budgeted for and will be paid through the Transient Guest Tax (TGT).

Attachments

1. Sky Elements Drone Display Agreement

Prepared By

Meghan Buum, Assistant City Administrator
April 14, 2026



This Agreement is made and entered into as of the date of the first signature below (the “Effective Date”), by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Drive, Coppell, TX 75019 (“Sky Elements”), and **“Sky Elements”** and The City of Prairie Village, Kansas, hereinafter referred to as “Customer.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

1. **Drone Display(s):** Sky Elements agrees to furnish Customer with drone display services, hereinafter referred to as “Display(s)” The Display(s) will be conducted in accordance with the following specifications:

Display Date(s): 10/10/2026, with a contemplated show time of approximately 7:30 p.m.

Drone Count: 300

Display(s) Location: 9101 Nall Avenue Prairie Village, KS 66207

Sky Elements will coordinate with Customer on set up and teardown, arriving approximately seven hours before the scheduled flight time, and shall ensure that all items (including trash) are removed within three hours of completion of the show.

2. **Payment Terms.** Customer shall pay Sky Elements \$ 31,500 Customer shall submit a 55% deposit immediately upon execution of this Agreement. The balance remaining for each display(s) will be paid to Sky Elements seven days prior to each Display. Customer shall pay the Invoice by wire transfer, ACH, check, or credit card with 3.5% service fee. Failure to pay final balance before Display date shall give Sky Elements the right to cancel or postpone the Display without liability or obligation to refund any deposits. Late payments are subject to a 6% annual interest charge on outstanding balances more than 10 days past due.
3. **Safety.** The performance of the Display(s) will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Sky Elements in its sole discretion. The Parties agree that should unsafe conditions arise during the performance of the Display(s), as determined by Sky Elements in its reasonable sole discretion, Sky Elements’ Pilot in Command (“PIC”) may halt the display. The PIC may resume the Display(s) if the PIC determines that safe conditions are restored. Should safety not be able to reach an acceptable level consistent with reasonable commercial standards for the same, there shall be no refund or other adjustments.
4. **Statement of Compliance.** Sky Elements complies with federal aviation law. In connection with these obligations, Sky Elements hereby represents and warrants to Customer that Sky Elements is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2025-00682 including any

subsequent revisions, renewals, updates, amendments or any other waivers, exemptions, or authorizations Sky Elements or its employees are authorized to perform under (“**Waiver**”). Customer represents that nothing in this Agreement shall obligate Sky Elements to exceed or violate the terms of the Waiver. Should Customer make a request that would violate the Waiver, Sky Elements shall notify Customer of such violation, and if Customer persists in such request, it shall be considered a material breach of this Agreement. Sky Elements shall have the right to immediately terminate this Agreement and retain all fees paid if Customer commits such material breach.

5. **Customer’s Obligations.**

- a) Customer shall be solely and entirely responsible for the following obligations:
 - i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Display(s) at least seven days before the performance of the Display(s).
 - ii) Obtaining all necessary permits required by local governmental agencies (excluding FAA) at least seven days before the performance of the Display(s).
 - iii) Maintaining a safe operating area from which the Sky Elements crew will work, uninterrupted.
 - iv) Securing the area of operation to ensure only individuals necessary to the operation (“Participating Persons”) are allowed in the area of flight operations as designated by Sky Elements.
 - v) Ensuring that only Participating Persons will be permitted within the perimeter of 100 feet from the area of primary flying.
 - vi) Ensuring that none of the Customer’s employees, contractors, or representatives are operating a drone within 2500 feet of the Display(s) location during the performance of the Display, without prior approval by Sky Elements.
- b) Customer, and its employees, representatives, and agents, must respond promptly to any Sky Elements request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sky Elements to perform the Display(s) in accordance with the requirements of this Agreement.
- c) If Sky Elements’ performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its employees, representatives, and agents, Sky Elements shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, losses, damages (whether direct, indirect, consequential, or incidental), or expenses sustained or incurred by Customer, in each case, if arising directly or indirectly from such prevention or delay.

6. **Cancellation.**

- a) If Sky Elements is unable to perform the Display(s) due to (i) the Parties inability to obtain the requisite permissions to perform the Display(s), (ii) the illness, injury, or death of its employees or personnel who are intended to pilot and coordinate the Display(s), (iii) or due to the damage or destruction of Sky Elements' equipment during transit to the location of the Display(s) (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly caused by Sky Elements or its personnel, Sky Elements may cancel the Display(s) and any of its obligations under this Agreement by providing Customer notice as soon as reasonably possible before the Display(s). If a cancellation under this Section 6(a) is required, Sky Elements will provide Customer a refund of any amounts Customer paid to Sky Elements at the time of cancellation within ninety days of the cancelation. Except if the inability to perform the Display(s) is related to item (iii) within this paragraph, Sky Elements shall retain any and all reasonable expenses already incurred in preparation for the Display(s) including but not limited to show choreography and design.
- b) If Customer cancels this Agreement more than 30 days before the scheduled date of the Display(s), the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Display(s) from moving forward as scheduled.
- c) If Customer cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Display(s), the cancellation fee will be 75% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.
- d) If Customer cancels this agreement less than 72 hours before the scheduled date of the Display(s), the Customer shall pay Sky Elements the total amount of the Invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

7. **Indemnification.**

- a) To extent permitted by the Kansas Tort Claims Act, Customer shall defend, indemnify, and hold harmless Sky Elements, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Customer under this Agreement; 2) Customer's gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Customer of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Customer's conduct under this Agreement.
- b) Sky Elements shall defend, indemnify, and hold harmless the Customer, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in

connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Sky Elements under this Agreement; 2) Sky Elements' gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Sky Elements of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Sky Elements' conduct under this Agreement.

8. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Display(s). Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to Agreement for or bind the other Party.
9. **Intellectual Property.** All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, drone show choreography, flight patterns and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to the Display(s), work product, and other materials that are delivered to or for Customer under this Agreement shall be owned by Sky Elements. Notwithstanding the foregoing, Customer is permitted to capture images, film, and audio to be used for a non-commercial purpose.
10. **Confidential Information.**
 - a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.
 - b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall immediately notify the disclosing Party in writing so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party's sole discretion.
 - c) Under this Agreement, "**Confidential Information**" includes, but is not limited to, Sky Elements' operating procedures, operations manuals, drone show choreography, flight patterns, technical specifications, pricing information, and any documents marked "Confidential."
 - d) The Parties shall be entitled to injunctive relief for any violation of this Section.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign, Adobe Sign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
12. **Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement ("Right") is effective unless in writing signed by the Party charged with such waiver. No failure to exercise, or

delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.
14. **Amendment & Assignment.** This Agreement may not be sold, assigned, amended, or transferred without the prior written consent of either Party. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.
17. **Force Majeure.** If for any reason beyond its reasonable control, whether foreseeable or unforeseeable, including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, weather conditions (including but not limited to wind, rain, or lightning), or other similar events that would make the event impractical, unsafe, or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability within 12 months of the original display date. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.
18. **Choice of Law.** Each party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the Johnson County District Court of the State of Kansas. Each party further accepts for itself, and in respect of its property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non convenience, which it may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.
19. **Form of Written Notice.** Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
20. **Severability.** If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to effect the intent of the Parties, and the remainder of this

Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **FAA Approvals and Authorizations.** Sky Elements shall use commercially reasonable efforts to obtain all necessary Federal Aviation Administration (FAA) approvals and authorizations to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s). Customer acknowledges that such approvals are at the discretion of the FAA and delays or denials by the FAA shall not constitute a breach of this Agreement by Sky Elements.

22. **Representation and Warranty.**

- a) Sky Elements represents and warrants to Customer that it shall perform the Display using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, subject to weather conditions and other factors outside of Sky Elements' reasonable control and shall devote adequate resources to meet its obligations under this Agreement.
- b) In the event of a materially defective Display, being a display that is performed material different than the rendering or missing more than fifteen percent of the drones in the Display(s), Sky Elements shall, in its sole discretion, either:
 - i) Reperform the Display(s) at a mutual agreed upon date; or
 - ii) Credit or refund the price of the Display at the pro rata Agreement rate.
- c) The remedies set forth in this section shall be Customer's sole and exclusive remedy and Sky Elements entire liability for any breach of the limited warranty set forth in this section.
- d) Except for the warranty set forth above, Sky Elements makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

23. **Insurance:** Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this Agreement.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include both Customer and the Johnson County Park & Recreation District as additional insured under the terms of this coverage, limited to the Display(s) specified in this Agreement. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional insured per this Agreement.

24. **Electronic Signatures.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
25. **Marketing Materials.** Should Sky Elements provide marketing collateral, including but not limited to images, videos, mockups, or other such marketing materials to Customer. Subject to the terms and conditions of this Agreement, Sky Elements hereby grants Customer “Licensee” a non-exclusive, non-transferable, revocable, limited license to use the Licensed Material solely for the purpose of promoting the specific upcoming Sky Elements drone show within a period of six months from the Effective Date of this Agreement or the Show Date, whichever is greater. All rights not expressly granted by Sky Elements are reserved. No other use is granted. Licensee shall not modify, alter, distribute, sublicense, sell, or create derivative works based on the Licensed Material without prior written consent from Sky Elements. Licensee shall maintain the integrity of the Licensed Material and shall not use it in a manner that discredits or tarnishes the reputation of Sky Elements. Sky Elements retains all copyrights and intellectual property rights to the Licensed Material. Any rights not expressly granted herein are reserved by Sky Elements.
26. **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Section 10 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, shall survive for a period of 24 months after such expiration or termination of this Agreement.
27. **Notices.** All notices required under this Agreement shall be in writing, signed by the party delivering such notice, and delivered to the respective addresses set forth below by overnight courier, first-class mail with return receipt requested, or by email with confirmation of receipt from the receiving party.

Sky Elements

ATTN: Preston Ward

preston@skyelementsdrones.com

(817) 538-3207

820 W Sandy Lake Rd. Suite 200

Coppell, TX 75019

Customer:

ATTN: Meghan Buum

mbuum@pvkansas.com

(913) 385-4662

7700 Mission Road

Prairie Village, KS 66208

All notices shall be effective upon receipt if sent by overnight mail, or three days after deposited via U.S. mail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY: _____

Date: _____

Preston Ward, Manager / General Counsel

CUSTOMER

BY: _____

Date: _____

Printed Name: Eric Mikkelson

Company: City of Prairie Village

Title: Mayor



New Business: Consider approval of residential food compost drop-off program

Recommendation

City staff recommends approval of the residential food compost drop off program.

Background

In an effort to help divert food waste from local landfills, the City of Prairie Village launched a pilot program in partnership with KC Can Compost for community food composting in 2025. The program began July 1 and was met with enthusiasm by many Prairie Village households.

The original pilot program placed a smart bin at Wassmer Park and one at Harmon Park with pickup scheduled once per week. In the first week of the program, Prairie Village users purchased more composting supplies than KC Can Compost usually uses in a 6-month period. More than 350 people signed up for the program in its first month. Those same users composted 4,180 lbs of food scraps, successfully diverting more than two tons of food waste from the landfill in just one month.

However, due to the enthusiasm from composters, the bins routinely filled up within 24 hours after being emptied. To help maintain cleanliness and ensure availability for users, KC Can Compost began emptying bins four times per week, and demand continued to outweigh capacity. Due to the high demand, the City Council approved the purchase of three additional smart cans in August 2025. Due to numerous and various delays — largely in manufacturing and shipping — the bins were installed in March 2026. In the meantime, KC Can Compost continued emptying bins four times per week. In March 2026, bins were installed in Franklin Park, Porter Park, and Taliaferro Park. All have seen regular use. Public Works staff regularly monitors the bins and have noted no nuisance issues.

As of April 15, 2026, a total of 71,350 pounds of food waste have been collected across all five bins. KC Can Compost has provided the following additional statistics:

- Number of registered users: 630 representing 599 total households
- Highest number of active users in a month since the program started was March: 309
- Average number of uses per person since the beginning of the program: 3.05/month

KC Can Compost recently conducted a survey of Prairie Village Composters. Results of that survey are attached along with comments from composters who completed the survey.

As the pilot program draws to a close, the governing body is asked to consider permanent adoption of the program. If the program continues, the bins would continue

to be serviced as needed at least once per week until a schedule can be set that minimizes costs while still providing a clean, accessible program.

Fiscal Note

The City has spent \$14,484 on the pilot program from general funds earmarked for sustainability. For the 2027 budget, which will be under consideration by the Governing Body later this year, staff recommends this item move from the general fund to the solid waste fund to cover the continued costs of the program.

Attachments

1. KCCC PV Usage Survey results
2. KCCC PV Survey Comments

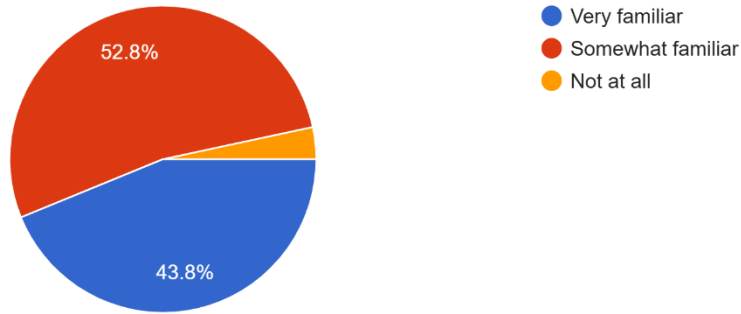
Prepared By

Ashley Freburg, Public Information Officer
April 13, 2026

Prairie Village Usage Survey Responses as of 4/10/26

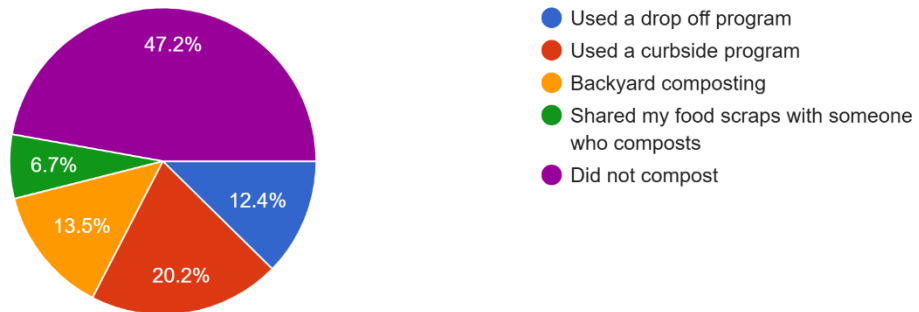
Before signing up, how familiar were you with composting?

89 responses



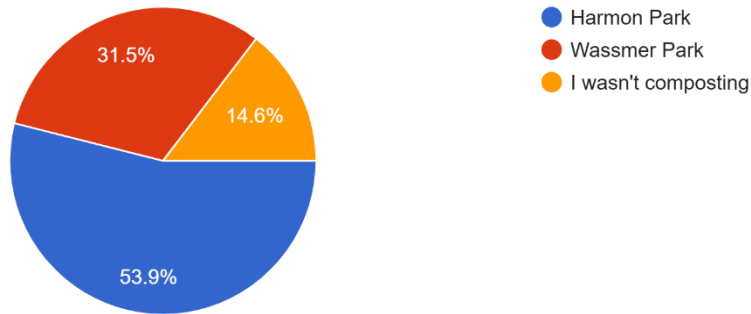
How were you composting before signing up?

89 responses



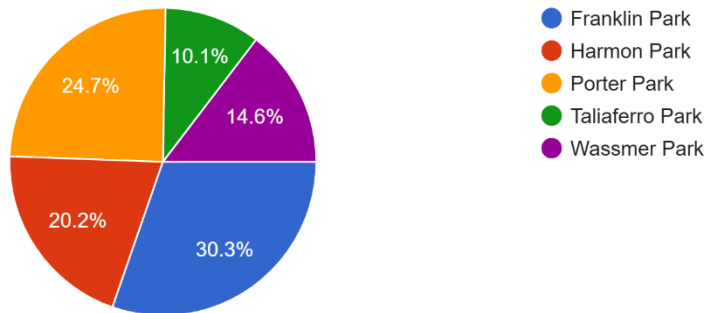
Which Smart Can were you using before the program expansion?

89 responses



Which Smart Can are you using/planning to use with the the program expansion?

89 responses



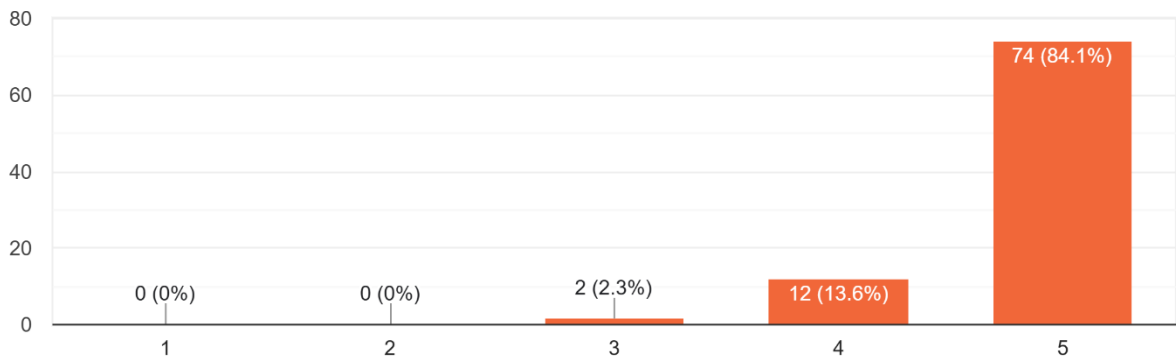
If you're not actively using the program, or using it less than you'd like, why?

9 responses

- Convenience: 1
- Location: 0
- Time: 0
- Confusion about what's compostable: 0
- I use a different composting method: 1
- I actively use the program: 1
- Use it regularly: 1
- Still using curbside pick up: 1
- I use the program extensively: 1
- I use it regularly: 1
- I regularly compost: 1
- Text text text: 1

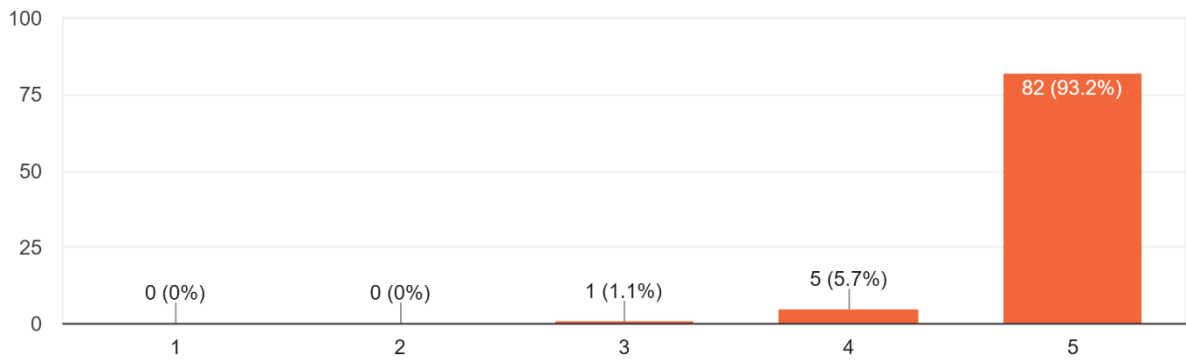
Overall, how satisfied are you with the Smart Can program?

88 responses



How likely are you to recommend the Smart Can program to others?

88 responses



If you're not actively using the program, or using it less than you'd like, why?	What would make you more likely to recommend the program?	What do you like most about the Smart Can program?	Any additional feedback about the program?
text text text	money	its really easy to use. makes me feel like i'm making a difference	great job! love the program!!
	I actively use the program and love it! I think continued community awareness will increase useage.	Convenience and feeling like my actions are making a difference in reducing the amount of waste that goes to the landfill.	Keep up the good work! It is great, and we're very happy to see the additional locations around town to make it more convenient / reduce overflow!
	The only thing that is a challenge is the mess of transporting the bucket back and forth, and it not being clean after emptying it and some leftover material (liquid) ending up in my car and my clothes, etc. That is the only reason I would consider a curbside program instead. I absolutely am a composting convert and love taking only a small amount of trash to the curb each week.	It makes me feel like I am making a positive contribution to society every time I add a little scrap of food waste etc. to my countertop bucket. That it's something I can do that is positive when so much is wrong with our country's leadership, to make a difference.	
	Free bags More information about what bags to use for composting and where to get them If there was a curbside pickup option	I am so grateful to have a way to keep food scraps out of the landfill. I'm older and it has been difficult to use my backyard compost bin. I can't afford curbside pick up. This is a simple, easy solution. That there are several near me So easy to compost close by at no cost! The number of cans is helpful Convenient and I get to put in meat scraps	Appreciate it! Ability to enter a code instead of mobile app to open lid.
		The option to compost in the city! So grateful to reduce food waste!	
		Our household landfill use has dropped significantly.	I love that Prairie Village has invested in this program. I feel good, more connected to doing my part for the environment. I do feel guilty composting right next to the residence at the Wassmer Park location, with the closing of the lid bang, smells, lights on their house.
Convenience	I love it, I fully recommend! Easy way to get new bags for composting buckets	Convenient. Easy app to use and the nearby Franklin park dropoff	Thank you so much for doing this! Thank you for offering this service PV!!
	Good for the earth	Free Easy and free	
	I would love more convenience or suggestions/education on where/how to get the right bags for the scraps. I want to learn more about where our compost goes and how it's used.	Convenience; locations closer now Easy to use	I love being able to compost as finding a space on my yard to do it didn't seem practical.

	Nothing. I think the program is great!	The convenience and ease of dropping off my compost bag on the way to run other errands. Keeping food waste out of the landfill! Convenience of drop off locations and ability to compost year round. Our Backyard compost doesn't work well in the winter. it is very easy	Thanks for adding more drop off locations to the program. Also, I appreciate the great communication from the KC Can Compost team!! Cheers to all the work you are doing in and for our community!! We love it and feel so fortunate to have it in PV!
I regularly compost.	I currently recommend whenever I can. Easier bag ordering/pickup	Clear instructions for how to operate the Can. Convenience Easy to use and my trash is less stnky Ease & accessibility Close to my home and easy to use. Convenient location	Thank you! Thanks for adding locations! Can you expand to Leawood & Overland Park??
		Location	Just using simple combination pad lock would make things simpler and more user friendly
	Nothing. The added sites have really helped and I know more are using it now.	It's free and easy to use Convenience and it's free.	Thank you for offering this service. We love to compost and not waste our scraps. Great program.
	If the cans didn't fill up so quickly, but this should be better with the new cans.	Able to empty my compost anytime. Diverting waste is AWESOME!!!ðŸ™Š	
	Super convenient and great for the environment. Can't beat the price (free!).	Less garbage waste going to the dump. Convenient, easy to use, and saves me a ton of money from the previous curbside pickup program I subscribed to.	Thanks so mich for providing this!
I use a different composting method		Easy to use The convenient locations and the ease of unlocking the can with the app and code.	Grateful that my city offers this program Thanks!!
	Willing listeners	I am able to compost while living in an apartment. I can drop it off more than once a week. Convenient and easy drop off. Especially with the new ones added, they aren't always full.	It is a wonderful service to provide to the Prairie Village Community. Thank you.
I use it regularly		So easy to use!	Love it and so grateful for the oppourtunity to participate in this program to help our community.

I actively use the program	If it's easier to get the bags	Convenience Convenience and ease; convenience of seeing fill status on app The expansion	There should be more ways to get bags.
	Can't think of anything	Convenience and helping environment 24/7 availability and location	No
	The new availability	Quick and easy Free Its convenience. It is very easy! Responsible composting and convenience. I like that it keeps these things out of the landfill. Recycling waste vs dumping in landfill	Thank you!! Great customer service! It's a great program. Thanks! I don't know if it's me or not but it's taking me two times each time I have visited the can at Franklin Park. Doesn't stop me, but it would be less frustrating if it seemed to work each first time. No keep up the good work
	It is very convenient for me--no complaints. Early on I had issues with the bin being full but not lately.	Convenience. I don't have space to backyard compost.	Love it! I appreciate your quick response when a problem with opening the bins is submitted. And prior to the expansion, that you added additional temporary bins during the holiday season.
	Nothing--the program is great! People new to composting can have a difficult time starting, though. I gave my neighbor a small countertop bin and a compostable liner to use months ago, but they haven't started.	Convenience! Free! I love the program and the fact that it offers me the option of composting without having to do it in my backyard independently	I love having 2 locations fairly close to me (Wassmer and Porter) so that when 1 is full or out of commission, I can use the other one. I usually use Wassmer but used Porter recently when Wassmer was out of commission. Thank you for supporting and expanding the program for residents!
	I have already recommended it several times. Would be nice for other non-PV people to use	Diversion from landfill into something useful Convenience. Help for the environment That it's available	Thanks to you and the city for providing this to us
	Pick up service option or if there was away to get the compost for our garden	The impact! Location Easy to use and helps me compost at my convenience. My neighbors do not always need or want my food scraps so I appreciate this alternative.	I appreciate the responsiveness to concerns about the bin when it needed repair.

Still using curbside pick up.

Free compost for participants

Use it regularly

I use the program extensively

I recommend to everyone

If the scraps magically transferred themselves to the bins.

ðŸ™ƒ

I told my neighbor about it when she said she was tired of composting in her back yard. She didn't know about it which schocked me. She usually seems aware of things happening in PV. So, perhaps there should be a campaign of sorts, to get the word out more? I think a lot of people aren't paying attention!

Easy access to stations and it's pretty easy to do. Has really cut down on how much trash we throw out. Most of our waste is food waste.

.food scraps not going to waste

It's easy and keeps things from the landfill.

It's so convenient! I love not having a smelly trash can because rotting food smells in your home! I love that the city is supplementing this and it's saving me about \$360 per year using this service instead of curbside pickup!

Just love the program. However, it's making us consider doing our own composting at home so we can have the composted soil.

Perhaps in a marketing campaign, talk about the ease of composting, what it does for the environment, how easy it is that the city has placed composting bins around the city. I'm sure you have done all this but until more people know about it, like my neighbors, it probably needs to be marketed on a continual basis.



Council Committee of the Whole (Council President presiding): 2027 Preliminary Decision Packages

Recommendation

Attached please find the 2027 Preliminary Decision Packages. These items will be discussed in detail at the May 12, 2026 Finance Committee meeting. No action is needed at this time.

Background

The Preliminary Decision Package list for the 2027 Budget includes:

Mayor/Council Submitted Items:

- Remove any donations from the General Fund. (submitted by Councilmember Reddell)

Staff Submitted Items:

- None for 2027

Fiscal Note

Fiscal impact would be determined by the amount of donations to be removed from the budget.

Attachments

1. 2027 Preliminary Decision Packages

Prepared By

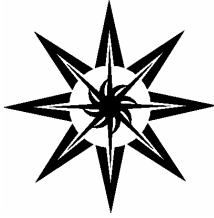
Jason Hannaman, Finance Director
April 10, 2026

2027 Decision Package Requests

Decision Package Title	Requester	Funding Source	Requested Amount	Description
Mayor/Council Submitted Items				
Remove any donations from General Fund.	Reddell	General Fund	\$ (11,500)	Remove any donations from the General Fund. Any such donations would be moved to the Foundation if they chose to do so, or residents could donate for causes as they please.
Staff Submitted Items				
None submitted for 2027				
		Total	\$ (11,500)	
<i>As of 4/14/26</i>				

Staff Decision Packages: Are specific to Department operations in providing City services. The requests have been vetted by the City Administrator and Finance Director for approval consideration.

Council Decision Packages: Are requests for consideration received by Councilmember(s) and/or the Mayor for approval consideration.

**Council Committee of the Whole (Council President presiding): 2026 Estimated Revenue and 2027 Preliminary General Fund Revenue Assumptions**

Attached please find the 2027 Preliminary General Fund Revenue Assumptions presentation.

Background

Most large revenue sources have shown no signs of significant drops, although the prior rapid growth in sales and use tax collections appears to have leveled off. Local sales tax (on-premise retail sales) was down 2.7% in 2024 but rebounded 5.2% in 2025. County-wide sales and use tax collections were up just over 3%, a portion of which is shared with cities.

Franchise fees have been flat or slightly decreasing as cable television subscriptions dwindle, the impact of collecting franchise fees on streaming and data services is still uncertain. The Kansas Legislature debated several property tax bills this year that could have had a significant impact on the City's ability to increase revenue over time. While no major property tax bills were signed into law this year (pending one on the Governor's desk), this is a continuing concern.

However, rising costs and inflation also affect City expenditures. The effects of construction and labor cost increases, health care inflation, and vehicle and equipment supply chain challenges will lead to increased expenditures for 2027.

The Preliminary General Fund Revenue Assumptions for the 2027 Budget include:

- A projected 3.1% increase in overall General Fund revenue (\$966,006) over the 2026 budget, and only 0.4% growth over 2025 actuals (not including one-time federal reimbursements), assuming the total mill levy is held flat. A large driver of this is the non-renewal of the county Public Safety Sales Tax that will expire March 31, 2027. This will be discussed in more detail in the presentation.
- The Johnson County Appraiser's office projects a total assessed value increase of 6.3% for 2027. If the total mill levy were held flat at 18.057, this would result in a corresponding 6.3% increase in 2027 total property tax revenue over the 2026 budget.

The change from the 2026 General Fund budgeted revenues to the 2027 budget is summarized below and will be discussed more in the presentation:

Category	2024 Actual	2025 Actual	2026 Budget	2026 Estimate	2027 Budget
Property Taxes	10,935,932	11,547,364	12,216,169	12,216,169	12,965,601
Sales Taxes	6,914,137	7,187,247	6,790,000	7,065,000	6,695,000
Use Tax	3,007,476	3,199,144	2,960,000	3,090,000	2,990,000
Franchise Fees	1,901,281	2,071,061	1,902,250	1,885,050	1,880,000
Charges for Services	2,212,904	2,388,670	2,406,500	2,475,516	2,563,987
Licenses & Permits	1,119,183	1,206,871	1,001,700	1,062,200	1,104,450
Other	3,761,868	4,390,497	3,296,945	3,527,486	3,340,532
Total	\$ 29,852,783	\$ 31,990,853	\$ 30,573,564	\$ 31,321,421	\$ 31,539,570

As a reminder, the 2027 numbers are preliminary. As we continue to monitor revenues, projections may change.

Attachments

1. Preliminary General Fund Revenue Assumptions presentation

Prepared By

Jason Hannaman, Finance Director

April 14, 2026



City of Prairie Village 2026 Estimated Revenue and 2027 Revenue Forecast

- April 20, 2026



Significant Budget Considerations

2

□ **Economic environment and state legislation**

- Many revenue sources have stabilized with minimal growth or slight decreases. Sales and use tax collections leveled off in 2023-24 but were up slightly in 2025. Inflationary pressures on durable goods and contract services remain.
- The KS Legislature debated several property tax bills this year that could have had a significant impact on the City's ability to increase revenue over time. While no major property tax bills were signed into law this year (pending one on the Governor's desk), this is a continuing concern.

□ **Property Taxes**

- Represents approximately 42% of total General Fund revenues
- Projections for 2027 budget are based on the total 2026 mill levy rate of 18.057, which was a decrease of slightly over a quarter mill from the year prior.
- Valuation detail for properties in the Meadowbrook TIF area are not yet available, but appear to be up ~5%. It is still anticipated that Meadowbrook TIF bonds will be paid off in 2027.

□ **Franchise Fees**

- Expected to be flat due to ongoing trends, particularly in cable and telephone services



Significant Budget Considerations

3

▣ Sales and Use Tax

- Slight decrease is projected in 2026, using a three-year weighted average to be conservative.
- Given the KS AG opposing the County's public safety sales tax extension as proposed, and the limited sales tax authority for counties in current statute, the public safety sales tax will lapse 4/1/27. This will be a reduction in revenue of ~\$570k for 2027. The earliest this could likely be reestablished would be 1/1/28.
- Reliance on "top ten" businesses that make up approximately half of sales tax revenue.

▣ Motor Vehicle and Gas

- Used 2026 budget numbers (2027 estimates are not available yet, but have been mostly flat).

▣ Charges for Services

- Mostly made up of Mission Hills PD contract, so any increased revenue is driven by increased cost.

▣ Cost pressures continuing

- Delivery timelines for heavy equipment are long and price increases are high, and technology items continue to have significant increases.



General Fund Major Revenue Categories

City of Prairie Village — Revenue Sources					
Revenue Source	Share of GF	Type	Variability	What Drives It	City Control
Property tax (largest single source)	42%	Fixed	●○○○○ Low	Assessed valuations (set by county), new construction, appeals	High — council sets the mill levy annually; growth driven by development and county appraisals
Sales and Use tax	31%	Variable	●●●○○ Moderate	Consumer spending, retail mix, e-commerce trends, economic cycles	Low-moderate — can attract/retain retail with land use decisions or development incentives; rate set by voters, not council
Charges for services and recreation fees	10%	Mixed	●●○○○ Low–Moderate	Mission Hills contract rate, Recreation participation levels, program pricing	Moderate — council sets Mission Hills rate, recreation fee schedules
Franchise fees (gas, electric, telecom)	6%	Fixed	●●○○○ Low–Moderate	Utility usage (weather-sensitive), utility revenue levels, energy efficiency trends	Very low — fee rates negotiated in franchise agreements; long-term trend risk from utility efficiency and cord-cutting
Building permits & fees	4%	Variable	●●●●○ High	Housing market, interest rates, development pipeline, remodeling activity	Moderate — fee schedule set by city; volume driven by external market conditions; not a reliable planning base
State-shared revenue (motor vehicle, alcohol)	3%	Mixed	●●●○○ Moderate	State legislative decisions, statewide tax collections, per-capita formulas	Low — city is a passive recipient; new restaurants serving alcohol can create new revenue
Other (investment earnings, fines, misc.)	4%	Variable	●●●●○ High	Interest rate environment, reserve balances held	Low — interest rates are external; council can affect balance levels through reserve policy

Fixed = relatively stable year-to-year | Mixed = some predictability, moderate exposure | Variable = meaningful fluctuation risk | ● = 1 level of variability (max 5)



General Fund Preliminary Revenues

General Fund					
	2024 Actual	2025 Actual	2026 Budget	2026 Estimate	2027 Budget
Fund Balance 1/1	11,317,714	10,752,750	10,752,750	11,458,272	10,382,146
Property Taxes	10,935,932	11,547,364	12,216,169	12,216,169	12,965,601
Sales Taxes	6,914,137	7,187,247	6,790,000	7,065,000	6,695,000
Use Tax	3,007,476	3,199,144	2,960,000	3,090,000	2,990,000
Motor Vehicle Tax	816,783	865,037	856,639	854,219	854,219
Liquor Tax	218,200	216,015	219,285	219,285	219,285
Franchise Fees	1,901,281	2,071,061	1,902,250	1,885,050	1,880,000
Licenses & Permits	1,119,183	1,206,871	1,001,700	1,062,200	1,104,450
Intergovernmental	13,109	581,643	-	-	-
Charges for Services	2,212,904	2,388,670	2,406,500	2,475,516	2,563,987
Fines & Fees	667,995	661,922	683,700	764,000	714,000
Recreational Fees	564,439	574,110	480,500	480,600	503,900
Interest on Investments	539,437	416,425	239,679	386,665	250,000
Miscellaneous	341,905	475,344	217,142	222,717	199,128
Transfer from Stormwater	600,000	600,000	600,000	600,000	600,000
Total Revenue	\$29,852,783	\$31,990,853	\$30,573,564	\$31,321,421	\$31,539,570



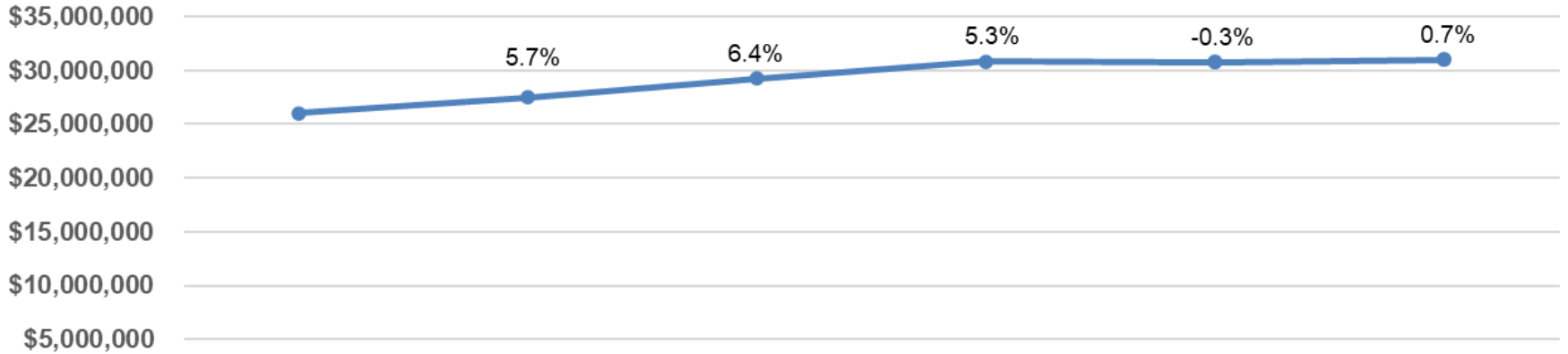
Estimated Value of One Mill

Estimated Value Of One Mill For 2026 (Total Mill Rate = 18.057)		
		Median PV Home
The estimated value of one mill would be:	\$719,182	(annual amount)
1/10 mill	\$71,918	\$5.01
1/4 mill	\$179,796	\$12.52
1/2 mill	\$359,591	\$25.05
3/4 mill	\$539,387	\$37.57
1 mill	\$719,182	\$50.09
1.25 mill	\$898,978	\$62.61
1.5 mill	\$1,078,773	\$75.14
1.75 mill	\$1,258,569	\$87.66
2 mill	\$1,438,364	\$100.18



General Fund Revenue

Total General Fund Revenue 2022 - 2027 Projected



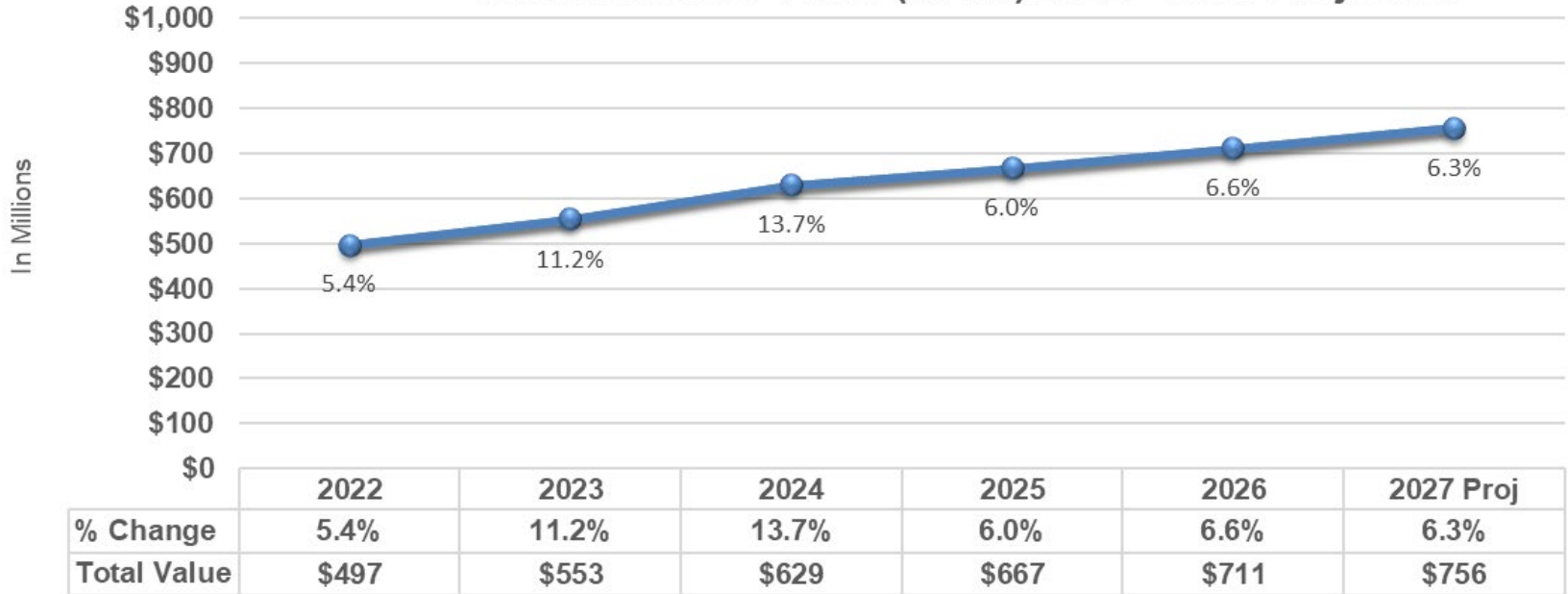
	2022	2023	2024	2025	2026 Est	2027 Proj
Total	\$26,017,806	\$27,489,926	\$29,252,783	\$30,809,210	\$30,721,421	\$30,939,570

**General Fund Revenues Excluding Transfers and Federal Reimbursements*



Assessed Value

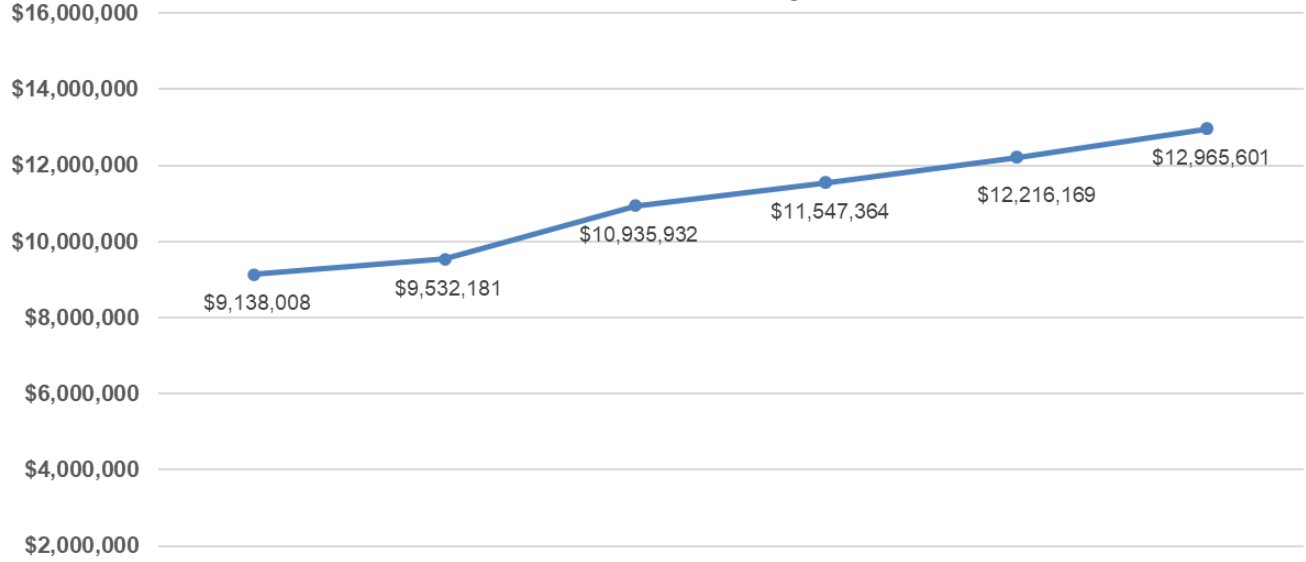
Prairie Village Total Assessed Value (in \$M) 2022 - 2027 Projected





Property Tax

Property Tax- All Funds 2022 - 2027 Projected

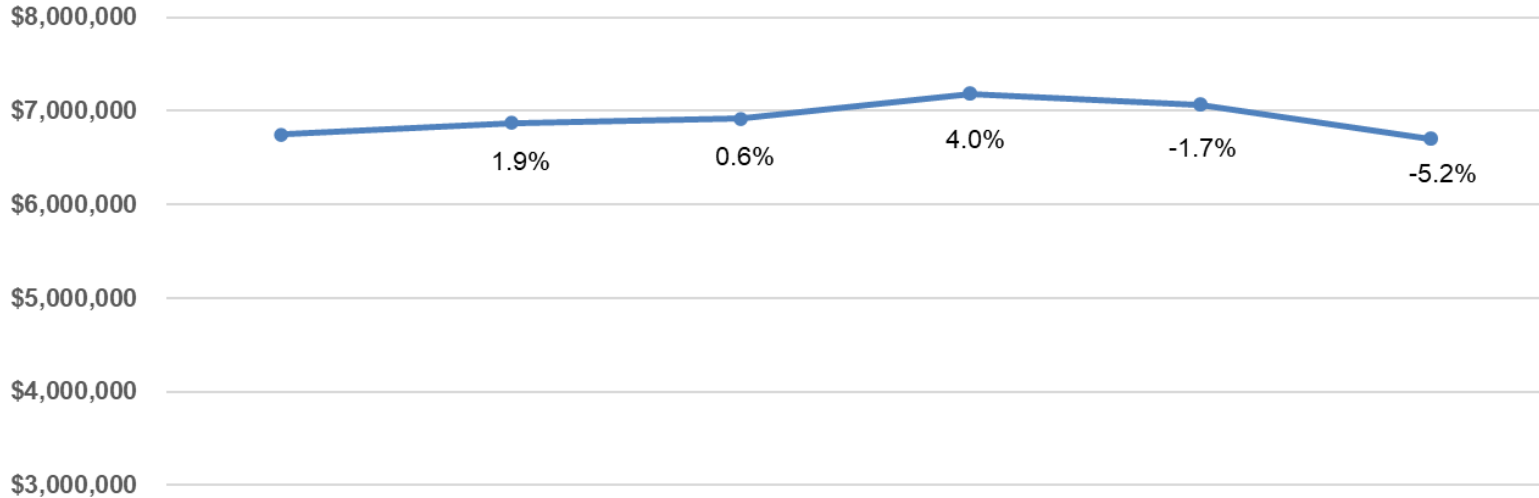


	2022	2023	2024	2025	2026 Budget	2027 Proj
Series1	\$9,138,008	\$9,532,181	\$10,935,932	\$11,547,364	\$12,216,169	\$12,965,601
General Fund Mill Levy Rate	19.322	18.309	18.325	18.326	18.057	18.057



Sales Tax

Total Sales Tax 2022 - 2027 Projected

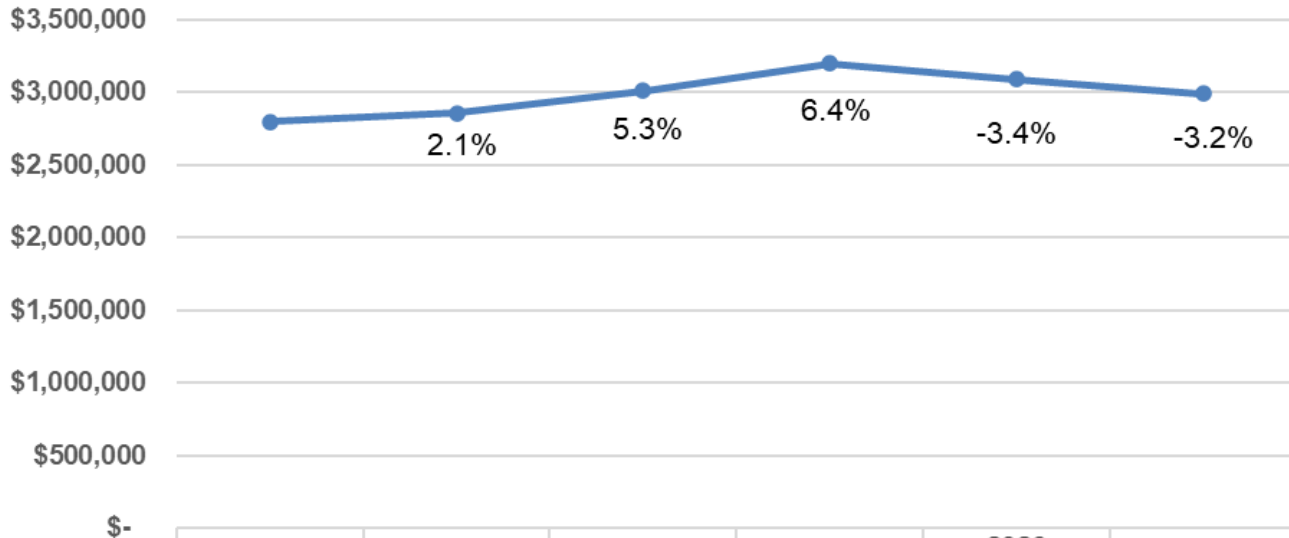


	2022	2023	2024	2025	2026 Estimate	2027 Proj.
Total	\$6,746,703	\$6,872,250	\$6,914,137	\$7,187,247	\$7,065,000	\$6,695,000



Use Tax

Total Use Tax 2022 - 2027 Projected

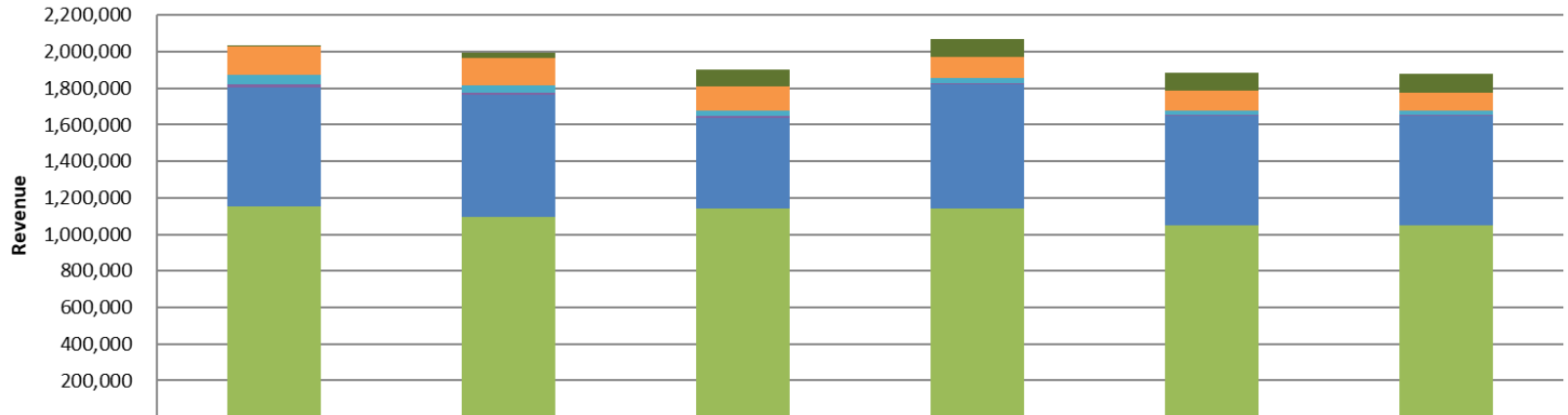


	2022	2023	2024	2025	2026 Estimate	2027 Proj
Total	\$2,795,524	\$2,854,934	\$3,007,476	\$3,199,144	\$3,090,000	\$2,990,000



Franchise Fees

Franchise Fee Detail 2022 - 2027 Projected



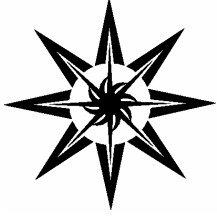
	2022	2023	2024	2025	2026 Estimate	2027 Projected
Google Fiber	4,399	28,779	91,255	99,184	100,000	105,000
Spectrum (Time Warner)	158,505	147,460	132,432	117,865	105,000	100,000
AT&T Video	51,335	39,956	31,721	25,643	24,000	20,000
AT&T Telephone	13,921	12,056	8,990	5,700	6,000	5,000
Kansas Gas	655,457	671,497	498,093	678,287	600,000	600,000
Evergy (Fmr KCPL)	1,150,330	1,093,550	1,138,627	1,144,316	1,050,000	1,050,000



Next Steps

13

- May 4th - Council Meeting: CIP Discussion and Annual Road Condition Report
- May 12th - Finance Committee Meeting (4pm to 6pm)
 - First Draft of 2027 Budget and Decision Packages
- May 19th - Finance Committee Meeting (4pm to 6pm)
 - Continued Discussion
- June 15th - Council Meeting: Preliminary 2027 Budget presented to Council
- July 6th - Council Meeting: Resolution to Exceed Revenue Neutral Rate (if applicable)
 - Permission to Publish the 2027 Budget
 - *Must send notice if exceeding the tax neutral rate to the County Clerk by July 20th*
- August 10th - County sends notification to taxpayers (*If exceeding Revenue Neutral Rate*)
- September 8th - Budget Hearing / Adopt 2027 Budget (*If exceeding Revenue Neutral Rate*)



VILLAGEFEST COMMITTEE

Council Meeting Date: April 20, 2026

Consider funding for VillageFest in the 2027 budget

BACKGROUND

VillageFest features a variety of family attractions, including a patriotic ceremony, live entertainment, bounce houses, mechanical rides, giant slip & slide, arts & crafts, and more. While the specific details of the event have varied through the years, one thing has remained constant: VillageFest has offered all entertainment and attractions at no cost to the community.

Attendance at VillageFest has continued to grow through the years. We attracted an estimated 4,500 attendees in 2025. We anticipate crowds of a larger size in 2026 as the event will be held during the time of World Cup soccer in Kansas City.

In 2027, we anticipate crowds will return to non-World Cup levels but hope to have attracted additional local attendees in 2026 who will return in 2027 expecting an event of similar scope.

A detailed budget from 2022 - 2026, with estimates for 2027, is attached. The planning process for the 2026 VillageFest event is currently underway, and not all expenses are final. Bids from long-time vendors to VillageFest including Fun Services, face and hair painters, and KC Wolf all showed increases over 2025, primarily in labor costs, but also in an effort to add capacity to attractions, where prudent, to keep lines and waiting times manageable.

Thus we would like to maintain 2026 levels in face and hair painters, balloon artists, mechanical rides and the foam party, but pare tattoo artists, soccer-themed and carnival game inflatables and the majority of themed giveaways (75th anniversary related). We would like to retain the additional mechanical ride and the foam party.

The quote for Chris Cakes reflects a 100-plate decrease to the guaranteed minimum servings.

The committee respectfully requests a \$42,500 allocation for VillageFest in 2027. This represents a 7.6% decrease from 2026.

ATTACHMENTS

VillageFest Budget 2022-2026, 2027 Proposed

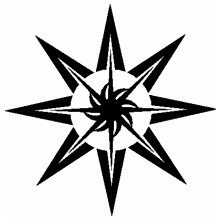
PREPARED BY

J.D Kinney
Special Events Coordinator

April 8, 2026

VillageFest Budget 2023 - 2027

VILLAGEFEST EXPENSES					
2027 Budget -					
Item/Activity	Proposed	2026 Budget	2025 Actual	2024 Actual	2023 Actual
Entertainment					
Mr. Stinky Feet	1,825	1,800	1,600	1,600	1,600
MultiPhonic/Generator/Sound	3,500	3,389	3,389	3,389	2,800
Sterling Silver Sound (DJ)	925	900	900	900	900
Kristy Lambert	100	100	100	100	100
Total Entertainment	\$ 6,350	\$ 6,189	\$ 5,989	\$ 5,989	\$ 5,400
Family Activities					
Petting Zoo	5,200	5,170	5,170	3,100	3,100
Fun Services Inflatables	5,500	7,475	4,295	4,268	4,070
Fun Services Mechanical	10,750	11,855	10,555	10,555	7,955
Sister Act Face Painting	2,200	2,160	2,820	2,820	2,300
Sister Act Wacky Hair	975	1,200	940	940	920
Sister Act Bubble Guy	700	700	700	700	700
Sister Act Tattoo Artists		1,200			
Sister Act Ballon Twister	1,200	1,200	1,080		320
Foam Party	875	847			
Pie Contest	475	475	558	322	452
Kids Craft	600	600	576		450
History Display	-	500			
Mr. Bones	950	900	900	900	800
KC Wolf	800	750	550	525	500
Slip & Slide	425	400	367	659	272
Little Village	300	300	224	399	
Total Family Activities	\$ 30,950	\$ 35,732	\$ 28,735	\$ 25,188	\$ 21,839
Pancake Breakfast					
Chris Cakes	5,750	5,500	5,189	5,199	5,452
Starbucks	325	300	264	422	269
Backup cups			37		
Start-up Cash	250	250	250	200	100
Total Pancake Breakfast	\$ 6,325	\$ 6,050	\$ 5,740	\$ 5,821	\$ 5,821
Advertising					
Banner/Printing/yard sign	125	750	185	320	433
Total Advertising Budget	\$ 125	\$ 750	\$ 185	\$ 320	\$ 433
Supplies/Misc. Expenses					
Stage	1,275	1,277	1,277	1,277	1,127
Give-aways	725	2,500	638	98	1,898
Community Service Awards	150	150	100	50	100
VF Shirts	325	950	-	312	
Tents and Tables	2,250	2,200	2,102	484	
Volunteer Hospitality	975	950	886	617	720
Potty Vendor			-		655
Total Supplies	\$ 5,700	\$ 8,027	\$ 5,003	\$ 2,838	\$ 4,500
Vintage Vehicles					
Vintage Vehicles					100
Huey Helicopter	500	500	500	500	500
Total Vintage Vehicles	\$ 500	\$ 500	\$ 500	\$ 500	\$ 600
TOTAL	\$ 49,950	\$ 57,248	\$ 46,152	\$ 40,656	\$ 38,593
INCOME					
Revenue					
City Budget Allocation	42,500	46,000	39,000	37,000	35,000
Vendor Fees			1,000	1,750	1,500
Pancake Breakfast	4,500	5,100	4,205	4,190	5,270
TOTAL:	\$ 47,000	\$ 51,100	\$ 44,205	\$ 42,940	\$ 41,770



JAZZFEST COMMITTEE

City Council Meeting Date: April 20, 2026

Consider funding for Jazz Fest in the 2027 budget

BACKGROUND

2027 will mark the 16th Prairie Village Jazz Festival on the Saturday following Labor Day. The Jazz Fest Committee is planning for a live, in-person event in Harmon Park on September 11, 2027.

The Prairie Village Jazz Festival has created a favorable reputation throughout the area reflecting positively on the City for its support of quality jazz artists from area musicians. The committee is committed to the Festival and has developed a successful and consistent operations plan for the event staying within budget and building reserves to cover the risks of bad weather causing the cancellation of the festival or having attendance severely impacted by weather.

A typical JazzFest costs roughly \$63,000 to produce. Ideally, the JazzFest accounts should have at least \$25,000 in them to start the season, based on gate and beverage revenue derived from previous festivals. That, added to the \$35,000 budget allocation the event has received annually from the City since 2022, should be sufficient to fund JazzFest.

For the 2025 event, the JazzFest accounts contained just more than \$42,000. In order to draw down this balance, the JazzFest Committee used \$20,000 of the 2025 budget allocation to cover 2025 costs. The balance at the beginning of 2026 planning is \$31,200. At present, the JazzFest Committee intends to access the entirety of the \$35,000 2026 budget allocation until final costs and revenue for 2026 are known. The committee intends to return excess balance, if any, once final costs and revenue for 2026 are known

The JazzFest Committee is committed to taking this approach when possible. Whether this approach may be repeated in future years will depend upon: the amount of revenue generated in one or more prior years, increases in the cost to produce JazzFest that cannot be offset by gate or sales revenue, or the decision of the Committee to contract a major artist or add a significant new element to the event.

Because of the unpredictability of the elements previously described, the JazzFest Committee respectfully requests a 2027 allocation in the amount of \$35,000 to supplement a consistent base on which the festival can operate.

ATTACHMENT

JazzFest Budget 2023 - 2026, 2027 proposed

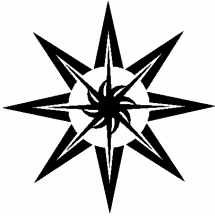
PREPARED BY

J.D. Kinney
Special Events Coordinator

April 8, 2026

JAZZFEST ANALYSIS

	2027	2026	2025	2024	2023
	Budget Proposed	Budget	Actual	Actual	Actual
INCOME					
Budget allowance from PV	35,000	35,000	20,000	35,000	35,000
Opening Balance	26,000	31,196	42,617	35,628	26,649
Sponsorships and donations	3,000	3,000	4,356	4,376	7,573
Total Income before Event	\$ 64,000	\$ 69,196	\$ 66,973	\$ 75,004	\$ 69,222
Admission Fees	10,000	10,000	10,955	12,816	12,212
Food Truck Fees	500	500	518	-	125
Tips	400	400	445	429	555
Misc Sales	-	-	-	-	263
Beverage Sales	8,500	8,500	8,636	11,792	11,458
Total Income Day of Event	\$ 19,400	\$ 19,400	\$ 20,554	\$ 25,037	\$ 24,613
Total Income	\$ 83,400	\$ 88,596	\$ 87,527	\$ 100,042	\$ 93,835
EXPENSES					
Talent	12,000	12,700	11,400	11,400	13,500
Stage/Audio Equipment	22,900	22,850	19,850	20,910	20,310
Tent/Furniture Rental	5,960	5,855	3,249	2,531	2,739
Advertising/marketing	6,000	5,784	5,784	5,968	3,920
Banners/Yard Signs	1,080	1,800	1,643	1,207	871
Catering & Food	1,050	975	960	824	1,010
Event Expenses	9,100	8,966	10,690	11,446	10,627
Sales Expenses	4,490	4,425	5,390	5,556	4,251
Total	\$ 62,580	\$ 63,355	\$ 58,966	\$ 59,842	\$ 57,228



Consider Approval of 2027 Proposed Arts Council Funding

BUDGETARY CONSIDERATION

The Arts Council is requesting \$15,000 for the Arts Council budget and a \$10,000 contribution to the Public Arts Fund for 2027. These are funded through the Transient Guest Tax (TGT) fund and are the same amounts as approved in 2026.

Historically, the Arts Council's core activities are its art openings and juried events in the RG Endres Gallery in City Hall and at the Meadowbrook Clubhouse. Recently the Arts Council has been working to expand its events to include collaborations with other partners. The Arts Council continues to need funds to support their regular programs, which includes the following:

- State of the Arts (juried annual competition)
- Art of Photography or alternative juried annual competition
- The Prairie Village Arts Fair sponsorship
- Art Shows in City Hall and Meadowbrook
- Shooting Stars (high school art awards) sponsorship
- Kansas Special Olympics Art Show (New in 2026)

In addition to the activities above, the Public Arts Fund was created in 2023 and has been accumulating a balance for future arts purchase. The Council is currently working on a Public Arts Master Plan which is expected to be presented to Council before the end of the year.

The Arts Council appreciates the City Council's continued support and looks forward to a year of events and continuing to develop the public arts fund.

Attachments:

- 2027 Proposed Arts Council Budget
- 2027 Public Arts Fund Financial Report

PREPARED BY

Nickie Lee

Deputy City Administrator

Date: March 20, 2026

PV Arts Council 2027 Proposed Budget

Revenues

Description	2027 Budget	2026 Budget	2025 Actuals
City Contribution	\$ 15,000	\$ 15,000	\$ 10,000
Entry Fees	3,500	5,500	3,207
Donations	2,000	2,000	2,110
Interest Income	20	20	3
Miscellaneous	-	-	20
Total	\$ 20,520	\$ 22,520	\$ 15,340

Expenditures

Description	2027 Budget	2026 Budget	2025 Actuals
Juried Event (State of the Arts)	\$ 6,650	\$ 6,650	\$ 5,378
Juried Event (Art of Photography)	6,200	6,200	5,649
Art Shows and Receptions	2,000	2,000	1,146
PV Art Fair Sponsor	2,000	1,500	1,807
Miscellaneous	1,450	3,000	-
Shooting Stars Sponsorship	1,400	1,400	1,400
Marketing	1,300	2,000	438
Committee Training	1,000	-	800
Art Walk	-	-	660
Kansas Art Network Membership	550	-	550
Website	225	25	225
Total	\$ 22,775	\$ 22,775	\$ 18,052

PV Public Arts Fund 2027 Financial Report

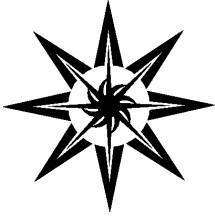
Revenues

Description	2027 Budget	2026 Actual	2025 Actual
Donations	\$ -	\$ -	\$ 32
City Contribution	10,000	10,000	10,000
Interest Income	-	1	20
Total	\$ 10,000	\$ 10,001	\$ 10,052

Expenditures

Description	2027 Budget	2026 Actual	2025 Actual
Public Art Purchase	-	-	-
Public Art Master Plan Consultant	-	10,000	-
Total	\$ -	\$ 10,000	\$ -

**Balance as of 1/31/2026 =
\$50,171**



DIVERSITY COMMITTEE

City Council Meeting Date: April 20, 2026

Consider approval of the Diversity Committee budget request for 2027

BACKGROUND

At their April 14, 2026 meeting, the Diversity Committee approved a motion requesting \$18,000 for the Committee's 2027 budget.

This requested budget includes funds for the annual MLK celebration, Hispanic Heritage Event, Pride event (new), town hall events, and other miscellaneous projects that support the Diversity Committee's efforts in diversity, equity, and inclusion.

Funding requests for Juneteenth in 2027 remained the same at \$15,000.00.

Budget and actuals from 2022-2025 are included. Beginning in 2023, funding for the Diversity Committee was transitioned to the Transient Guest Tax.

For 2027, the Diversity Committee respectfully requests funding in the amount of \$33,000.00. \$18,000 for the Committee budget and \$15,000 for the Juneteenth Celebration.

ATTACHMENTS

Budget document

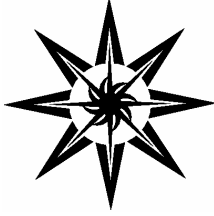
PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
April 16, 2026

Diversity Committee Budget - 2027

	2027 budget	2026 budget	2025 actuals	2025 budget	2024 actuals	2024 budget	2023 actuals	2023 budget
Item/Activity								
Pride	5,000.00	-	-	-	-	-	-	-
MLK Celebration	2,500.00	2,500.00	2,222.65	2,500.00	2,007.25	2,000.00	128.00	1,250.00
Juneteenth Celebration	15,000.00	15,000.00	9,666.84	15,000.00	16,272.08	15,000.00	14,997.92	15,000.00
Cultural Event (Hispanic Heritage / Indigenous People)	3,500.00	2,500.00	2,571.57	-	2,564.80	-	-	-
Service Day Events (Labor Day / MLK)	2,000.00	2,000.00	1,334.02	-	-	-	-	-
Town Hall Events	2,000.00	4,000.00	705.00	5,000.00	955.00	3,600.00	5,462.78	3,600.00
Jazz Fest	500.00	-	-	-	-	-	-	-
Kid Friendly / Family Event	1,000.00	-	-	-	-	-	-	-
"One and Done" Projects	1,000.00	2,000.00	-	1,800.00	2,661.00	2,500.00	-	2,500.00
Miscellaneous	500.00	500.00	85.66	2,500.00	169.36	2,500.00	1,903.67	2,000.00
Total	\$33,000.00	\$28,500.00	\$16,585.74	\$26,800.00	\$24,629.49	\$25,600.00	\$22,492.37	\$24,350.00
Removed from Committee Budget								
VillageFest		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
PV Art Fair		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
JazzFest		\$0.00		\$500.00	\$0.00	\$500.00	\$0.00	\$1,500.00
BIPOC Playdates		\$0.00		\$200.00	\$0.00	\$1,400.00	\$38.24	\$1,400.00

NOTE: One and done project was Interpretive Panel (2024)



Consider Approval of the Environmental Committee 2027 Budget Request

BACKGROUND

The Environmental Committee’s primary objective is to increase awareness among Prairie Village residents regarding the importance of preserving and protecting the environment and its natural resources, as well as guiding City practices that impact the environment. The Committee is committed to exemplary environmental stewardship of Prairie Village.

The Committee advises and makes recommendations to the City Council to allow the implementation of sustainable management practices. The goal is to provide a healthy and sustainable environment and enhance the quality of life for our residents.

The Committee continues to shape initiatives to meet the Cities Race to Zero commitment established in 2021, which is now informed by the municipal climate action plan for Prairie Village that was adopted in 2023 and the community climate action guide adopted in 2025.

The committee’s approved budget for 2026 is \$10,900. For 2027, the committee requests the same budget to be used in the following manner:

2027 Environmental Committee Budget		
Budget Item	Estimated Cost	Additional Info
OP Recycling Extravaganza Partnership	\$1,400	Sponsorship cost
EC Info Promotions/Marketing	\$1,500	Initiatives/Events: VillageFest, JazzFest, Go Green, OP Recycling Extravaganza, Climate Summit sponsorship, Volunteer outreach
Waste Diversion Program NEJC Shredding/E-cycle event	\$3,000	Composting for city events including Village Fest and Jazz Fest
Supplies for Events	\$1,000	Sponsorship cost
Community Gardens	\$500	seed balls, kids craft, recycle right stickers, native plant displays
	\$500	Supplement residents’ efforts to make improvements, perform maintenance, and provide local food distribution

		from the Community Gardens in Harmon Park and Global Montessori.
School Sustainability Grant Program	\$2,000	Advance environmental sustainability practices in Prairie Village schools, so our children can learn more about the health, environmental, and social benefits that come with innovative and sustainable solutions for energy efficiency, landscaping, water use, and air quality.
Total	\$9,900	
Management Reserve	\$1,000	
Grand Total	\$10,900	

PREPARED BY
Ashley Freburg, Environmental Committee Staff Liaison

Date: March 31, 2026

UPCOMING MEETINGS AND EVENTS
Monday, April 20, 2026

Police Pension Board	04/22/2026	9:00 a.m.
Environmental Committee	04/22/2026	5:30 p.m.
VillageFest Committee	04/23/2026	5:30 p.m.
Arbor Day Celebration	04/25/2026	10:00 a.m.
JazzFest Committee	04/28/2026	5:30 p.m.
75 th Anniversary Parade and Party	05/02/2026	10:00 a.m.
City Council	05/04/2026	6:00 p.m.
BZA/Planning Commission	05/05/2026	6:00 p.m.
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