

Members of the Governing Body will participate in a hybrid-meeting format. The public may attend the meeting in person or view it online at <https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, May 2, 2022
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**

Officer lifesaving award recognition

National Police Week proclamation

- VII. **PUBLIC PARTICIPATION**

If you would like to speak live during the public participation portion of the meeting and would prefer to do so remotely, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name and address prior to 3 p.m. on May 2. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins. Alternatively, you may speak in-person at the meeting without signing up beforehand.

To submit written comment to the Council, please email cityclerk@pvkansas.com prior to 3 p.m. on May 2 to be shared with Councilmembers prior to the meeting.

- VIII. **CONSENT AGENDA**

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

By Staff

- 1. Approval of regular City Council meeting minutes - April 18, 2022
- 2. Approve Ordinance 2471, creating placement and duration regulations for portable storage units

IX. COMMITTEE REPORTS

COU2022-39 Consider second clarifying amendment to PVPD pension plan
Jamie Robichaud

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2022-40 Consider purchase of new projectors and screens for Council Chambers
Tim Schwartzkopf

COU2022-42 Consider donation to Dolyna, Ukraine
Wes Jordan

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

COU2022-41 Consider alternative contractor selection and approval of contract with
Vance Brothers, Inc. for the 2022 crack seal / microsurfacing program
Keith Bredehoeft / Melissa Prenger

2023 Capital Infrastructure Program budget presentation
Keith Bredehoeft / Melissa Prenger

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

CITY OF PRAIRIE VILLAGE

Proclamation

National Police Week

May 11 through May 17, 2022

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Prairie Village Police Department; and

WHEREAS, since the first recorded death in 1786, more than 22,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

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

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Annual Candlelight Vigil, happening on the evening of May 13, 2022; and

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

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

May 11 through May 17, 2022 as “National Police Week”

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

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 18, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 18, 2022, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Inga Selders, Ron Nelson, Lauren Wolf (via Zoom), Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Meghan Boom, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Herring made a motion to approve the agenda for April 18, 2022. Mr. Nelson seconded the motion, which passed 11-0.

PRESENTATIONS

- Teen Council graduation - Mayor Mikkelson recognized Teen Council members and presented them certificates of achievement.
- The Mayor read a proclamation declaring April 29, 2022 as Arbor Day in Prairie Village.
- Ms. Reimer read a proclamation declaring April 22, 2022 as Earth Day in Prairie Village, and encouraged residents to support and protect Monarch butterflies and other pollinators and their habitats.

PUBLIC PARTICIPATION

Resident Jori Nelson shared her thoughts on livestreaming all City meetings.



CONSENT AGENDA

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

1. Approval of regular City Council meeting minutes - April 4, 2022
2. Approval of expenditure ordinance #3013
3. Consider approval of lease agreement with Dish Wireless and lease termination with Sprint/T-Mobile on city-owned cell tower
4. Consider Ordinance 2470, amending the 2018 International Existing Building Code regarding storm shelter requirements for additions at educational facilities

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Herring, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed 11-0.

COMMITTEE REPORTS

- Ms. Selders said that the Diversity Committee met on April 12 to discuss the upcoming Juneteenth Freedom Celebration Festival. She noted that additional funding would be requested for the event and others taking place through the end of the year. The committee also discussed Pride Build KC, a project affiliated with Habitat for Humanity. Together with LGBTQ+ community members and allies, Pride Build supports LGBTQ+ homeowners by assisting in minor and critical repairs needed to maintain safe and healthy places to live. Ms. Selders added that applications for assistance would be accepted through May 31. Lastly, the Diversity Committee planned to utilize an external facilitator to consider short-term and long-term goals.
- Ms. Limbird stated that the Johnson County Parks and Recreation Foundation recently announced a Meadowbrook Park Arts Festival on Friday, June 3.
- Mr. Graves reported that the Ad-hoc Housing Committee met on April 7. The committee finalized recommendations to Council, which would be presented at an upcoming meeting.
- Mr. Shelton said that a ceremony to honor Kansas Arbor Day poster contest winner and Prairie Village resident Evelyn Stidham would be held on April 23 at McCrum Park. Additionally, an Arbor Day celebration would take place at Wassmer Park on April 30.
- Ms. Reimer noted that the Environmental Committee would be sponsoring a native plant sale on April 23 in the pool complex parking lot.



MAYOR'S REPORT

- The Mayor stated that he and staff continued to work on relief efforts to help the citizens of Ukraine, particular those in Prairie Village's sister-city of Dolyna. He shared that he had recently participated in a global mayors' call, during which mayors from cities in Ukraine provided updates on the Russian invasion. The Mayor added that he had been in direct contact with the mayor of Dolyna, and read a letter from him to Council.
- The Mayor said that the current COVID risk remained low in Johnson County, though the percent positive rate had increased slightly to 6.9%.
- The Mayor stated that he had attended the following events since the previous Council meeting:
 - A ribbon-cutting for Dolce Bakery's new event space on April 5.
 - A homelessness summit put on by the Good Faith Network on April 6.
 - The Prairie Village Art Walk at Meadowbrook Park on April 9.
 - The SevenDays "Kindness Kickoff Breakfast" on April 13.
 - MARC's First Suburbs Coalition meeting on April 15, at which Ms. Robichaud gave a presentation on workforce housing.
 - A climate action summit at Johnson County Community College on April 9.
- The Mayor announced the following upcoming events:
 - The Mayor and Deb Settle, President and CEO of the Northeast Johnson County Chamber of Commerce, planned to walk through the Prairie Village Shops on April 20 to meet business owners.
 - The Northeast Johnson County Chamber of Commerce's State of the Cities luncheon would be held on April 28.
 - A dinner sponsored by the Kansas City Business Journal would be held on April 28 to award Clark Enersen a capstone award for its efforts to meet LEED Platinum sustainability standards at the City's Public Works building.
 - A ribbon-cutting event for the new Sharp Law Firm building on 75th Street would be held on April 29.
 - A police academy graduation would be held on April 29, featuring Chief Roberson as a speaker.
 - A Bach Aria Soloists performance would be held at the Village Church on April 29.

STAFF REPORTS

- Mr. Jordan noted that a City Council photo session would be scheduled in the near future.
- Mr. Geffert provided information about the City's upcoming annual large-item trash pickup. Ms. Reimer added details about a used mattress collection by Sleepyhead Beds to help divert mattresses from landfills.

OLD BUSINESS

There was no old business to come before the Council.



NEW BUSINESS

COU2022-31 2022 estimated revenue and 2023 preliminary general fund revenue assumptions

Ms. Lee provided information on budget considerations for 2023, as well as an estimate of revenues for the current year. The preliminary general fund revenue assumptions for the 2023 budget included the following:

- Continuing to monitor the impact of COVID-19 and discuss opportunities for American Rescue Plan (ARPA) funds.
- An increase in property tax revenues due to 12% growth in assessed value.
- A decrease in franchise fee revenue, but a slight increase in sales tax due to new businesses and use tax collection.

Ms. Lee added that revenue was projected to increase by 7% if the mill levy were to remain at its current rate of 19.322.

Consolidated Fire District #2 Update

Fire Chief Steve Chick provided an update on the fire district, noting that additional staff had been hired to improve service response time. He added that there had been a 10% increase in call volume in the City, particularly for calls requiring emergency medical services (EMS). The Chief shared details of a recent call in which a police officer helped save a Mission Hills resident's life, and also described how the fire district was able to purchase two new fire engines at a reduced cost.

COU2022-32 2023 decision packages

Ms. Lee stated that the following preliminary decision packages had been received from the Mayor, Councilmembers and staff:

Mayor/Council submitted items:

- Mill levy reduction
- Sustainability program management
- Annual mattress recycling
- Citizen survey
- Juneteenth celebration
- Public arts fund annual contribution

Staff submitted items:

- Information Systems Administrator FTE



- Community Development contracted plan review
- Additional mental health co-responder

She noted that each item would be reviewed more thoroughly at the May 4 Finance Committee meeting.

COU2022-33 Consider 2022-2023 insurance renewals

Ms. Lee said that the Insurance Committee had recommended that Council approve the renewal of all the City's insurance needs for the coverage year May 2022 through May 2023. Coverage would include the following items:

Traveler's coverage for year May 2022 to May 2023:

- Property
- Inland Marine
- General Liability
- Employment Benefits Liability
- Law Enforcement Liability
- Public Entity Management Liability
- Employment Practices Liability
- Auto Liability / Auto Physical Damage
- Umbrella
- Crime/Kidnap & Ransom
- Fiduciary Liability
- Worker's Compensation
- Treasurer Bond - Scott McDonald

Lloyd's coverage for year May 2022 to May 2023:

- Cyber Liability

Ms. Lee noted that the renewal represented an increase of \$38,748, or 10.12%. The cyber liability rate increased from \$5,215 to \$25,970 due to market price increases. Additionally, the renewal documentation included an agreement with the broker for a fee of up to \$30,000 for services.

Mr. Herring made a motion to approve the insurance renewal policy and rates with Travelers and Lloyd's at a rate not to exceed \$421,747 for the upcoming coverage year. Mr. Dave Robinson seconded the motion, which passed 11-0.



COU2022-30 Discussion of 2023-2027 parks capital improvement program (CIP)

Ms. Prenger stated that the proposed parks CIP plan had initially been presented at the April 4 Council meeting, at which details and cost estimates for future projects at City parks, including lighting, shelter construction and the installation of historical markers were discussed. The Parks and Recreation Committee based the plan on an annual project expenditure of approximately \$250,000.

Ms. Prenger also discussed the renovation of the restrooms and shelter at Harmon Park, which she proposed placing in the 2024-25 parks CIP. A source of funding for the project would be discussed with Council in May along with the full CIP presentation. Additionally, she noted that staff did not anticipate major maintenance at the pool complex during the next five years, apart from pool painting in 2026. The next major pool complex renovation project would likely be completed in 2030, approximately 30 years after the previous renovation in 2000.

Mr. Herring made a motion to advance the five-year parks CIP as presented to be included in the full CIP package to be presented in May. Mr. Nelson seconded the motion, which passed 11-0.

COU2022-35 Consider intergovernmental agreement with WaterOne for the relocation of water main at Windsor Park - PAVP2022

Ms. Prenger said that the planned WaterOne relocation on Windsor Road was very close to storm sewer work that would be taking place during the summer, and that coordination between WaterOne and the City would make construction most cost-effective. The proposed agreement would allow the waterline relocation to be included in the 2022 paving program contract.

The construction along Windsor Road would include new storm sewers, new relocated waterlines, and a mill/overlay of the entire street from Cherokee to 75th Street. She added that all costs associated with the waterline relocation would be the responsibility of WaterOne.

Ms. Limbird made a motion to approve the intergovernmental agreement with WaterOne for improvements on Windsor Road. Mr. Shelton seconded the motion, which passed 11-0.

COU2022-36 Consider interlocal agreement with Kansas City, Missouri for State Line Road - 75th Street to south of 79th Street (City limit) - STST0003

Ms. Prenger stated that the project to repair State Line Road had an estimated total construction cost of \$305,281.05. The proposed agreement would limit each City's share



to 50% of the project's construction costs, roughly \$152,640.52 per City. The construction would include a 2" mill and overlay from 75th Street to the southern Prairie Village City limit on State Line Road. Ms. Prenger noted that the project was considered an emergency due to recent degradation of the roadway, and that the contract award would be forthcoming.

Mr. Gallagher made a motion to approve the interlocal agreement as presented. Mr. Herring seconded the motion, which passed 11-0.

COU2022-38 Consider 2023-2027 County Assistance Road System (CARS) program

Ms. Prenger noted that in order to receive CARS funds, the City annually submitted an application containing a list of streets needing repair and the estimated cost to complete projects. The work could include full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalks and new ADA ramps.

The 2023 project to repair Nall Avenue from 67th Street to 75th Street in conjunction with the City of Overland Park was the only project that the City committed to fund and construct, though other projects were planned for future years. The CARS program would cover costs associated with construction and construction administration, while City costs would include design, construction, and construction administration.

Ms. Prenger added that cities were generally guaranteed to have their first priority project funded but could have multiple projects approved if funds allowed.

Mrs. McFadden made a motion to approve the 2023-2027 CARS program as presented. Mr. Nelson seconded the motion, which passed 11-0.

COU2022-37 Consider letter to federal officials to take proactive measures to aid the people of Ukraine

Mayor Mikkelson shared a draft letter to President Biden, Senators Moran and Marshall, and Representative Davids expressing the City's support for Ukraine and the strengthening of sanctions on Russia as a result of its invasion of the country, and asked Councilmembers for their input.

Mr. Graves made a motion to adopt the letter as written with the addition of the following sentence to the end of the fourth paragraph: "While this letter underscores the dire need for military and material assistance to Ukraine, we also urge our administration and elected officials to offer refuge to anyone displaced by this conflict and to welcome them into the United States without delay." Mr. Herring seconded the motion, which passed 11-0.



Mayor Mikkelson also asked Councilmembers for input on what methods the City should undertake to help the citizens of Ukraine, and more specifically, the city of Dolyna. He noted that a significant number of wheelchairs and walkers had already been collected from residents and provided to the Ukrainian Club of Kansas City to ship to Ukraine, and that the Police Department was also collecting body armor to send. The Mayor asked if financial aid should be considered as well.

Mr. Shelton suggested that staff should reach out to either Representative Davids' office or the State Department to determine how financial support could be best directed to where it was most needed. Mr. Waters added that the City would need to be cautious of using funds to support a foreign government, due to the Constitution's prohibition on states or other government bodies other than the Federal Government conducting foreign affairs. He added that there were exceptions, but that additional research would be needed to ensure legality.

After further discussion, the Mayor stated that staff would thoroughly vet the options available and bring back a proposal to Council for final approval at its May 2 meeting.

Ms. Reimer made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mrs. McFadden and passed 11-0

COUNCIL COMMITTEE OF THE WHOLE

COU2022-34 Discuss Ordinance 2471, creating placement and duration regulations for portable storage units

Ms. Robichaud noted that the City did not currently have clear regulations regarding portable storage units. She added that code enforcement officers had noticed an increase in the frequency and duration in which portable storage units were remaining on properties in recent years, and that an increasing number of complaints had been received from neighbors.

Ms. Robichaud said that the city code did not currently have a clear enforcement mechanism when property owners refuse to comply with staff requests to move containers. As a result, an ordinance with clear placement and duration regulations for portable storage units and a mechanism to write a citation if voluntary compliance did not occur was needed.

The proposed ordinance stated that portable storage units would only be allowed on a property for a 14-day period, and no more than two 14-day periods in a 12-month period. The ordinance would also require units to be placed at least 10 feet back from the curb and not obstruct traffic visibility. Ms. Robichaud said that staff recommended allowing exceptions to the provisions in the following circumstances:



- 1) When the unit is being used in conjunction with a construction project that has a valid building permit.
- 2) When the Mayor or Governing Body has declared the City or a portion thereof a disaster area.
- 3) When the unit is being used in conjunction with an approved special use or special event permit.
- 4) When the existing site conditions prevent the property from meeting the regulations, the Building Official may grant an exception for reasonable reasons on a case-by-case basis.

Mr. Gallagher asked how more permanent mobile structures, such as those found on commercial sites, would be addressed. Ms. Robichaud stated there would be no difference in the treatment of storage units on residential or commercial properties. A conditional use permit would be required for a commercial property owner to leave a storage unit on-site beyond the defined period.

After further discussion, Mrs. McFadden made a motion to recommend approval of the adoption of Ordinance 2471 to the City Council. Mr. Shelton seconded the motion, which passed 11-0.

Ms. Reimer moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Shelton and passed 11-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:14 p.m.

Adam Geffert
City Clerk



CONSENT AGENDA ADMINISTRATION

Council Committee Meeting Date: April 18, 2022
Council Meeting Date: May 2, 2022

COU2022-34: Approve Ordinance 2471, creating placement and duration regulations for portable storage units

ACTION NEEDED

Approve Ordinance 2471 as part of the Consent Agenda.

BACKGROUND

The City does not currently have clear regulations regarding portable storage units within the City. Over the past couple years, our code enforcement officers have noticed an increase in the frequency and duration in which properties keep portable storage units on their property. We also have been receiving increased complaints from neighbors regarding the length of time portable storage units have been allowed to stay at a property.

Our code enforcement officers currently ask property owners to remove the units if they have been at the property for an extended period of time; however, some property owners have not complied with these requests. The current city code does not have a clear enforcement mechanism when property owners refused to comply with our staff requests to move the containers. As a result, staff is requesting the City Council consider adopting an ordinance with clear placement and duration regulations for portable storage units in order to provide a mechanism to write a citation if voluntary compliance does not occur.

Attached is a proposed ordinance for the Council's consideration. The ordinance specifies that portable storage units are only allowed on a property for a 14-day period and no more than two 14-day periods in a 12-month period. The ordinance also requires the units to be placed at least 10 feet back from the curb and not obstruct traffic visibility. Staff recommends allowing exceptions to these provisions in the following circumstances:

- 1) When the unit is being used in conjunction with a construction project that has a valid building permit.
- 2) When the Mayor or Governing Body has declared the City or a portion thereof a disaster area.
- 3) When the unit is being used in conjunction with an approved special use or special event permit.
- 4) When the existing site conditions prevent the property from meeting the regulations, the Building Official may grant an exception for reasonable reasons on a case-by-case basis.

The City Attorney made additional changes to the ordinance based on feedback from the Council at the April 18, 2022 meeting. The redlined revisions are included in the packet for the Council's review

ATTACHMENTS

Ordinance 2471

Ordinance 2471 - redlined version with city attorney changes since last meeting

PREPARED BY

Jamie Robichaud

Deputy City Administrator

Date: April 27, 2022

ORDINANCE NO. 2471

AN ORDINANCE AMENDING CHAPTER VIII OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "HEALTH AND WELFARE" BY CREATING NEW ARTICLE 7 ENTITLED "PORTABLE STORAGE UNITS".

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

Section I.

A new Article 7 of Chapter VIII of the Prairie Village Municipal Code is hereby adopted to read as follows:

ARTICLE 7. PORTABLE STORAGE UNITS

8-701 DEFINITIONS; GENERAL PROHIBITION

For purposes of this article, the following terms shall have the meanings as set forth below:

Portable storage unit means any container, with or without wheels, designed for the storage of personal property of a non-hazardous nature which is typically rented to owners or occupants of property for their temporary use and which is typically delivered and removed by truck. The term "portable storage unit" shall include roll off trash containers used for such purposes.

It shall be unlawful for any person to place, store, deliver, keep, or maintain a portable storage unit in violation of the requirements of this article.

8-702 PLACEMENT OF PORTABLE STORAGE UNITS

1. Portable storage units must be placed on a concrete, asphalt, or other hard permanent surface and be located a minimum of ten (10) feet behind the edge of street.
2. The placement of portable storage containers shall not encroach onto adjoining properties and shall not block or hinder access to or from emergency escape and rescue openings.
3. No portable storage unit shall be placed on any street or public right-of-way without an approved right-of-way permit.
4. No portable storage unit may be placed on the street side of a corner lot where traffic visibility is obstructed.

Exception: Should existing site conditions not allow for the placement of a portable storage unit in full compliance with these provisions, exceptions may be considered and written approval granted for reasonable reasons on a case by case basis by the Building Official.

8-703 DURATION

Portable storage units may only be kept, stored, or maintained on any lot or parcel of property for any one period of time not to exceed fourteen (14) consecutive days, for no more than two (2) nonconsecutive periods of any time of any duration (but not to exceed 14 days each) during any 12-month period.

Exceptions:

- 1) A portable storage unit is permitted in conjunction with a construction project that has a valid building permit for as long as the building permit is active and unexpired.
- 2) A portable storage unit is permitted longer than a 14 day period when the Mayor or the Governing Body has declared (a) the City a disaster area; or (b) a portion of the City a disaster area, and the subject property is within such portion so declared; provided, that in both such cases, such portable storage unit may not be maintained for longer than 14 days after such disaster area declaration has ended.
- 3) A portable storage unit is permitted when being used in conjunction with an approved special use or special event permit, for a period not to exceed three (3) days after the expiration of such special use or special event permit.

It shall be unlawful for any supplier of a portable storage unit to fail to timely remove such portable storage unit with seven (7) days of notice from a property owner that such portable storage unit is ready and available for removal.

8-704 CONDITION AND MAINTENANCE

All portable storage units shall be delivered and maintained in good condition, free from rodents, insects, graffiti, vulgar and/or obscene words or pictures. It shall be the responsibility of the property owner and the supplying company to maintain the portable storage units in accordance with the provisions of this article.

Section II. Repeal of Prior Ordinances.

All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

Section III. Effective Date

This ordinance shall take effect and be in force upon and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on this 2nd day of May, 2022

APPROVED by the Mayor on _____, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

ORDINANCE NO. 2471

AN ORDINANCE AMENDING CHAPTER VIII OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "HEALTH AND WELFARE" BY CREATING NEW ARTICLE 7 ENTITLED "PORTABLE STORAGE UNITS" .

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

Section I.

A new Article 7 of Chapter VIII of the Prairie Village Municipal Code is hereby adopted to read as follows:

ARTICLE 7. PORTABLE STORAGE UNITS

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Portable storage unit means any container, with or without wheels, designed for the storage of personal property of a non-hazardous nature which is typically rented to owners or occupants of property for their temporary use and which is typically delivered and removed by truck. The term "portable storage unit" shall include roll off trash containers used for such purposes.

It shall be unlawful for any person to place, store, deliver, keep, or maintain a portable storage unit in violation of the requirements of this article.

8-702 PLACEMENT OF PORTABLE STORAGE UNITS

1. Portable storage units must be placed on a concrete, asphalt, or other hard permanent surface and be located a minimum of ten (10) feet behind the edge of street.
2. The placement of portable storage containers shall not encroach onto adjoining properties and shall not block or hinder access to or from emergency escape and rescue openings.
3. No portable storage unit shall be placed on any street or public right-of-way without an approved right-of-way permit.
4. No portable storage unit may be placed on the street side of a corner lot where traffic visibility is obstructed.

Exception: Should existing site conditions not allow for the placement of a portable storage unit in full compliance with these provisions, exceptions may be considered and written approval granted for reasonable reasons on a case by case basis by the Building Official.

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Portable storage units may only be kept, stored, or maintained on ~~the~~any lot or parcel of property for ~~a~~any one period ~~up~~of time not to exceed fourteen (14) consecutive days, and ~~be allowed up to~~for no more than two (2) nonconsecutive periods ~~in a~~of time of any duration

(but not to exceed 14 days each) during any 12-month period.

Exceptions:

1. A portable storage unit is permitted in conjunction with a construction project that has a valid building permit for as long as the building permit is active and unexpired.
2. A portable storage unit is permitted longer than a 14 -day period when the Mayor or the Governing Body has declared (a) the City a disaster area, or (b) a portion thereof of the City a disaster area, and the subject property is within such portion so declared; provided, that in both such cases, such portable storage unit may not be maintained for longer than 14 days after such disaster area declaration has ended.
3. A portable storage unit is permitted when being used in conjunction with an approved special use or special event permit, for a period not to exceed three (3) days after the expiration of such special use or special event permit.

It shall be unlawful for any supplier of a portable storage unit to fail to timely remove such portable storage unit within seven (7) days of notice from a property owner that such portable storage unit is ready and available for removal.

8-704 CONDITION AND MAINTENANCE

All portable storage unites shall be delivered and maintained in good condition, free from rodents, insects, graffiti, vulgar and/or obscene words or pictures. It shall be the responsibility of the property owner and the supplying company to maintain the portable storage units in accordance with the provisions of this article.

Section II. Repeal of Prior Ordinances.

All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

Section III. Effective Date.

This ordinance shall take effect and be in force upon and after its passage, approval, and publication as provided by law.

PASSED AND by the City Council of the City of Prairie Village, Kansas on May 2, 2022.

APPROVED ~~this 2nd day of May~~ by the Mayor on _____, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



PENSION BOARD OF TRUSTEES

Pension Board Meeting Date: April 14, 2022

Council Meeting Date: May 2, 2022

COU2022-39: Consider Second Clarifying Amendment to PVPD Pension Plan

ACTION NEEDED

Make a motion to approve the Second Clarifying Amendment to the Prairie Village Police Department Pension Plan.

BACKGROUND

In 2016, the Pension Board and City Council approved the First Clarifying Amendment to the Prairie Village PD Pension Plan, which gave the plan participants after reaching 25 years of service the option to earn credit up to 30 years of service if they increased their mandatory contributions from 4% to 8%. The intent of the clarifying amendment at the time was to give participants the option to increase their contributions from 4% to 8% if they wanted to receive credit beyond 25 years of service; however, the way the amendment was drafted makes it read as though the increased contribution of 8% is mandatory beyond 25 years of service.

Staff is recommending a Second Clarifying Amendment to the plan to clearly articulate that the plan participant has the option of 1) keeping their 4% contribution and limiting their benefits to 25 years of service; or 2) increasing their contribution to 8% after 25 years of service and receiving credit for up to 30 years of service.

The attached Second Clarifying Amendment was drafted and reviewed by our pension attorneys at Lathrop.

The Pension Board of Trustees reviewed this amendment at their April 14, 2022 meeting and unanimously recommended approval.

ATTACHMENTS

Second Clarifying Amendment for Prairie Village Police Pension Plan

PREPARED BY

Jamie Robichaud

Deputy City Administrator

Date: April 27, 2022

**SECOND CLARIFYING AMENDMENT
TO THE PRAIRIE VILLAGE, KANSAS POLICE DEPARTMENT
RETIREMENT PLAN
(AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2014)**

Section 18.02 of the Prairie Village, Kansas Police Department Retirement Plan (“the Plan”) maintained by the City of Prairie Village, Kansas (the “City”), provides that the City may amend the Plan at any time and from time to time. In accordance with the provisions of that Section, the Plan was amended by the Second Amendment to the Prairie Village, Kansas Police Department Retirement Plan, dated October 3, 2016 (“Second Amendment”), which such amendment was further clarified by an additional amendment thereto, entitled the “Clarifying Amendment to the Prairie Village, Kansas Police Department Retirement Plan (as amended and restated effective January 1, 2014), adopted as of June 8, 2017 the “First Clarifying Amendment”);

The City has determined that the Second Amendment and the First Clarifying Amendment did not correctly express the intent of the City, and accordingly the City wishes to, and hereby does, adopt the following amendment which is intended to replace and supersede the First Clarifying Amendment in its entirety.

1. Effective as of June 8, 2016, the first sentence of Section 3.05 of the Plan is hereby amended to read as follows:

The Plan requires Mandatory Participant Contributions as a condition of obtaining benefits under the Plan attributable to Employer contributions for up to twenty-five (25) years of Credited Service. The amount of the Participant’s Mandatory Contribution is 4% of his or her Compensation. Notwithstanding the preceding sentence, a Participant with twenty-five (25) or more years of Credited Service may, at his or her election, contribute 8% (instead of 4%) of his or her Compensation, in which case such Participant shall be credited with Employer Contributions for his or her years of Credited Service up to thirty (30) years.

2. Effective as of January 1, 2017, the first sentence of Section 4.02(1) is hereby amended to read as follows:

With respect to Participants who retire on or after January 1, 2003, a Monthly Retirement Income equal to two and one-half percent (2-1/2%) of the Participant’s Average Monthly Compensation multiplied by his or her years of Credited Service (up to the “applicable cap”). For purposes of the preceding sentence, the “applicable cap” shall generally mean twenty-five (25) years, provided, however, that the “applicable cap” shall be thirty (30) years for Participants who retire on or after January 1, 2017, and who make the election of 8% as described in the last sentence of Section 3.05 as amended above.

IN WITNESS WHEREOF, the City of Prairie Village, Kansas has adopted this Second Clarifying Amendment to the Prairie Village, Kansas Police Department Retirement Plan this _____ day of _____, 2022.

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Eric Mikkelson, Mayor



COU2022-40

Consider purchase of new projectors and screens for Council Chambers

RECOMMENDATION

Staff recommends approval of the purchase of new projectors and screens for the Council Chambers.

BACKGROUND

The current quality and brightness of the projectors in the Council Chambers has diminished over time resulting in presentations being difficult to read or see by the members of the Governing Body or public. The current projectors were installed in 2012 and continuing to replace bulbs in aging hardware is not cost effective over time. In addition, the advances in technology with new equipment will provide a better viewing experience.

The attached bid is for two Sony LCD 13K lumen laser projectors, two new screens, and labor for install and configuration. New screens are required for compatibility with the laser projectors.

Since the system is integrated with the recently installed AV equipment, City Staff did not go out for bid and wanted to remain with the current vendor to avoid any unnecessary issues with our AV system.

Should the Council Chambers be remodeled or changed in the future, the new projectors and screens will be able to be reconfigured for any changes in distance or space.

FUNDING SOURCE

2022 Equipment Reserve Fund

ATTACHMENTS - Quote from ASC

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
Date: April 26, 2022

PROPOSAL



PROPOSAL	DATE
474825	4/25/2022 8:47 PM
ACCT	EMPL ID
50952	BXHANDY
PO	EXPIRES
	4/26/2022

Sold To: Attn: Dan Clark
 CITY OF PRAIRIE VILLAGE
 7700 Mission Road
 Prairie Village KS 66208
 USA

Ship To:
 Attn: Dan Clark
 CITY OF PRAIRIE VILLAGE
 7700 Mission Road
 Prairie Village KS 66208
 USA

W 913-385-4606
 C 319-290-9313

QTY	ITEM	DESCRIPTION	PRICE EA	TOTAL
8		Labor, Brent	80.00	640.00
8		Labor, James	80.00	640.00
8		Labor, Matt	80.00	640.00
2		ASC Large Frame Video Projector Mount	525.00	1,050.00
2	VPLFHZ131L	Sony Professional VPLFHZ131L 3-LCD 13k Lumen Laser Diode Projector	14,999.00	29,998.00
2	SPT120PGNABKCC12SAC485	Screen Innovations Solo2, Black Surface Mount, 120" 16:9, Pure Gray, .85 Gain w/IP Control Module and Freight	4,358.00	8,716.00
SUBTOTAL				41,684.00
TOTAL				41,684.00



ADMINISTRATION

City Council Meeting Date: May 2, 2022

COU2022-42: CONSIDER DONATION TO DOLYNA, UKRAINE

RECOMMENDATION

Recommend Council consider purchasing a quantity of “walkie talkie” radios and batteries at the request of our Sister City, Dolyna, Ukraine to aid in the war effort.

BACKGROUND

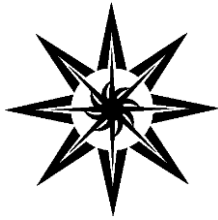
Mayor Mikkelson and our staff have been in communication with our Sister City, Dolyna, Ukraine, to explore how we can assist in getting supplies that they are in need of. They have indicated they are in specific need of “Body armor; helmets; walkie-talkies; military ammunition (clothing, gloves, shoes, glasses, etc.); military uniforms, pixel fabric for military uniforms; thermal imagers; quad copters; and power banks.” They have told us they have received a sufficient supply of humanitarian aid such as food, hygiene products, clothes, medicine etc.

We have been able to send a number of wheel chairs, protective vests, and helmets that were of no longer use by the police department with the assistance of the Ukrainian Club of Kansas City. They went to extraordinary efforts to get the supplies to the region due to shipping issues. In fact, they had to take the items to New York in order to be shipped. We have collected additional protective vests and helmets from area police departments and ran into shipping problems - MEEST & AEC Parcel, are not shipping any items like we have. We also checked with UPS, FED EX and they have suspended all operations to that region because of the war. We were able to find another source to get those items to the region, although not specific to Dolyna.

Most of the items Dolyna has requested are beyond our ability to either procure or ship with the exception of “walkie talkie” radios. A walkie talkie is a portable radio to be used by two to four people with a range of up to several miles and usually can be purchased in quantities of 2-4 for less than \$100.00. We have verified with Dolyna elected officials that they could use such technology and we believe we have shipping sources that can deliver the equipment directly to Dolyna.

PREPARED BY

Wes Jordan
City Administrator
April 28, 2022



PUBLIC WORKS DEPARTMENT

Committee Date: May 2, 2022

COU2022-41

CONSIDER ALTERNATIVE CONTRACTOR SELECTION AND APPROVAL OF CONTRACT WITH VANCE BROTHERS, INC. FOR THE 2022 CRACK SEAL/MICRO SURFACING PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Vance Brothers, Inc. for Project P5000/P5038, 2022 Crack Seal/Micro Surfacing Program for \$362,000.

BACKGROUND

3 Year Program with Selected Contractor

Traditional contract awards follow the design-bid-build contract structure and bids are open to qualified contractors. Submitted bids are evaluated for errors/omissions, references are checked for contractors, and generally the award recommendation has been to the low bidder.

When bidding a project there are two tangible items that are easy to prescribe:

- 1) competitive pricing
- 2) quality of work completed

Bidding a project with multiple bidders helps to ensure competitive pricing and our specifications set forth the requirements for the materials and methods of the construction.

There is a third item that is not tangible and cannot be set in a specification so easily and that is Customer Service. Customer Service is two pronged as the contractor ultimately has two customers, the residents and the owner of the contract, the City.

Staff would like to address the customer service component and provide consistent quality of work for this project by entering a 3-year program with the contractor using the same process as our Residential Paving Program. This involves receiving and evaluating a bid received directly from a contractor that has proven to be competitively priced, provided quality of work, and has gone above the specified requirements for customer service. Staff would bring forth a new contract, evaluated each year of the program, for approval by the governing body.

The Council Policy for procurement would allow for such as the City has chartered out of the state statute requiring a public bid for street projects, most recently with CO 22.

Crack Seal/Micro Surface

This project consists of two separate maintenance programs at various locations throughout the City. Micro Surfacing is a maintenance tool to assist in preserving the existing asphalt pavement, thus extending the pavement's life cycle. During this application the roadway is completely closed to allow for curing of the material. Crack Seal utilizes a joint sealant for cracks and joints which helps to prevent water from entering the base of the pavement. Both are activities requiring equipment specific to the task; however, there are fewer contractors with the equipment for Micro Surfacing. For this

reason, there are few bidders in the area and in the past 11 years we have had 5 years of single bidder, 5 years of 2 bidders and only 1 year with 3 bidders.

Vance Brothers

Vance Brothers has been the constant in the past 11 years, bidding every year. They have been the successful bidder for 9 of the past 11 years (2011, 2012, 2013, 2014, 2015, 2017, 2018, 2019, 2020) and 5 of those years they were the only bidder (2011, 2012, 2013, 2017, 2018).

Each year they meet our strict specification requirements and work diligently to exceed our expectations for customer service regardless.

FUNDING SOURCE

Funding is available in the 2022 Operations Projects P5000 and P5038.

ATTACHMENTS

1. Construction Contract with Vance Brothers, Inc.
2. Micro Surfacing Map of Streets

PREPARED BY

Melissa Prenger, Senior Project Manager

April 27, 2022

CONSTRUCTION AGREEMENT



P5000 | P5038

2022 CRACK SEAL
AND
MICRO SEAL

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

VANCE BROTHERS, INC.

CONSTRUCTION CONTRACT
FOR
P5000 | P5038
2022 CRACK SEAL AND MICRO SEAL

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

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Vance Brothers, Inc., hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2022 CRACK SEAL AND MICRO SEAL , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

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

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

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

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

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

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

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

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WORK shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials,

tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.

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

conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.

- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of THREE HUNDRED SIXTY TWO THOUSAND AND 00/100 DOLLARS (\$362,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

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

the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

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

6. PROJECT MANAGER

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

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

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

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

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

- 6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point

indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.
- 7. WORK SCHEDULE:**
- 7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as

“Project Segments.” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.

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

8. DELAYS AND EXTENSIONS OF TIME

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.
- 9. ADVERSE WEATHER:**
- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:
- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
 - The Unusually Severe Weather actually caused a delay to the completion of the Work.
 - The delay must be beyond the control and without fault or negligence by the Contractor.

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

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

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

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

- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application

- must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
 - Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.

- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.

- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably

anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

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

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims

for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

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

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

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

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

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

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

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

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

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

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of

the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

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

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

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the 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

VANCE BROTHERS, INC.

By: _____
(signed)

By: _____
(signed)

Eric Mikkelson _____

(typed name)

Mayor _____

(typed title)

City of Prairie Village _____

Vance Brothers, Inc. _____

7700 Mission Road _____

5201 Brighton Avenue _____

Prairie Village, Kansas 66208 _____

Kansas City, Missouri 64130 _____

816-923-4325 _____

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Adam Geffert

City Attorney, David Waters

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

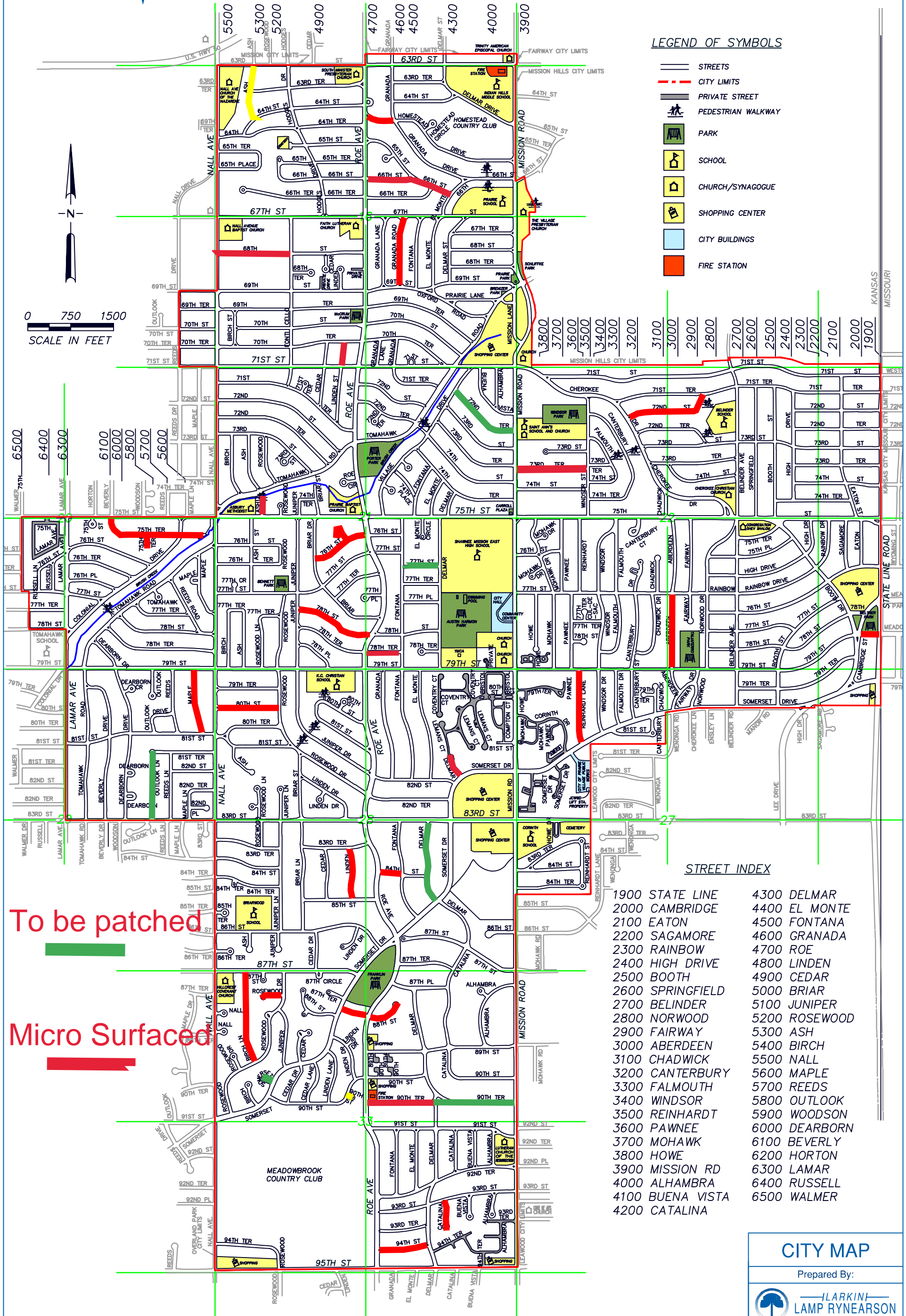
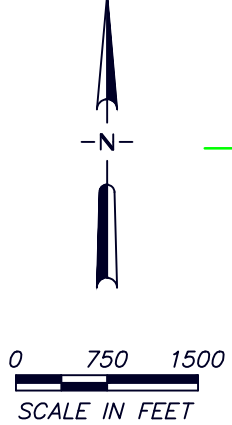
2022 Micro Seal Program

CITY OF PRAIRIE VILLAGE *Star of Kansas*



LEGEND OF SYMBOLS

- STREETS
- CITY LIMITS
- PRIVATE STREET
- PEDESTRIAN WALKWAY
- PARK
- SCHOOL
- CHURCH/SYNOGOGUE
- SHOPPING CENTER
- CITY BUILDINGS
- FIRE STATION



To be patched

Micro Surfaced

STREET INDEX

- | | |
|------------------|---------------|
| 1900 STATE LINE | 4300 DELMAR |
| 2000 CAMBRIDGE | 4400 EL MONTE |
| 2100 EATON | 4500 FONTANA |
| 2200 SAGAMORE | 4600 GRANADA |
| 2300 RAINBOW | 4700 ROE |
| 2400 HIGH DRIVE | 4800 LINDEN |
| 2500 BOOTH | 4900 CEDAR |
| 2600 SPRINGFIELD | 5000 BRIAR |
| 2700 BELINDER | 5100 JUNIPER |
| 2800 NORWOOD | 5200 ROSEWOOD |
| 2900 FAIRWAY | 5300 ASH |
| 3000 ABERDEEN | 5400 BIRCH |
| 3100 CHADWICK | 5500 NALL |
| 3200 CANTERBURY | 5600 MAPLE |
| 3300 FALMOUTH | 5700 REEDS |
| 3400 WINDSOR | 5800 OUTLOOK |
| 3500 REINHARDT | 5900 WOODSON |
| 3600 PAWNEE | 6000 DEARBORN |
| 3700 MOHAWK | 6100 BEVERLY |
| 3800 HOWE | 6200 HORTON |
| 3900 MISSION RD | 6300 LAMAR |
| 4000 ALHAMBRA | 6400 RUSSELL |
| 4100 BUENA VISTA | 6500 WALMER |
| 4200 CATALINA | |

CITY MAP

Prepared By:





2023 Capital Infrastructure Program Budget Presentation

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

The Capital Infrastructure Program Budget includes:

- Infrastructure Condition
- Park Funding
- Drainage Funding
- Street Funding
- Building Funding
- Sidewalk & Curb Funding

ATTACHMENTS:

- 2023 Capital Improvement Program Budget Presentation
-

Prepared by:

Nickie Lee/Keith Bredehoeft

Date: April 27, 2022



2023 BUDGET DISCUSSION

Public Works CIP



Agenda

- 2022 Projects
- Infrastructure Condition
- Recommended 2023 CIP
- Discussion



Agenda

- 2022 Projects
- Infrastructure Condition
- Recommended 2023 CIP
- Discussion



2022 Current and Planned Work

□ **Street Projects**

- | | |
|--|--|
| □ 65 th Terrace, off of Nall | 65 th Place, off of Nall |
| 69 th , Tomahawk to Oxford | 85 th , Roe to Briar |
| Windsor, Cherokee to 75 th | Aberdeen, 75 th to 77 th |
| Chadwick, 77 th to Canterbury | Pawnee, 77 th to 79 th |
| Fontana, 83 rd to Somerset | Beverly, 81 st to 83 rd |
| Delmar, 92 nd to 95 th | |

□ **CARS Project: Nall Avenue | 79th Street to 83rd Street**

□ **Drainage Projects**

- Brush Creek Design (Mission and 68th)

□ **Other Projects**

- 2022 Concrete Repair, 2022 Asphalt Repairs, 2022 Crack Seal and Micro Surface, 2022 UBAS
- Taliaferro Park Shelter/Restroom, Windsor Park Restroom and Harmon Park Inclusive Play



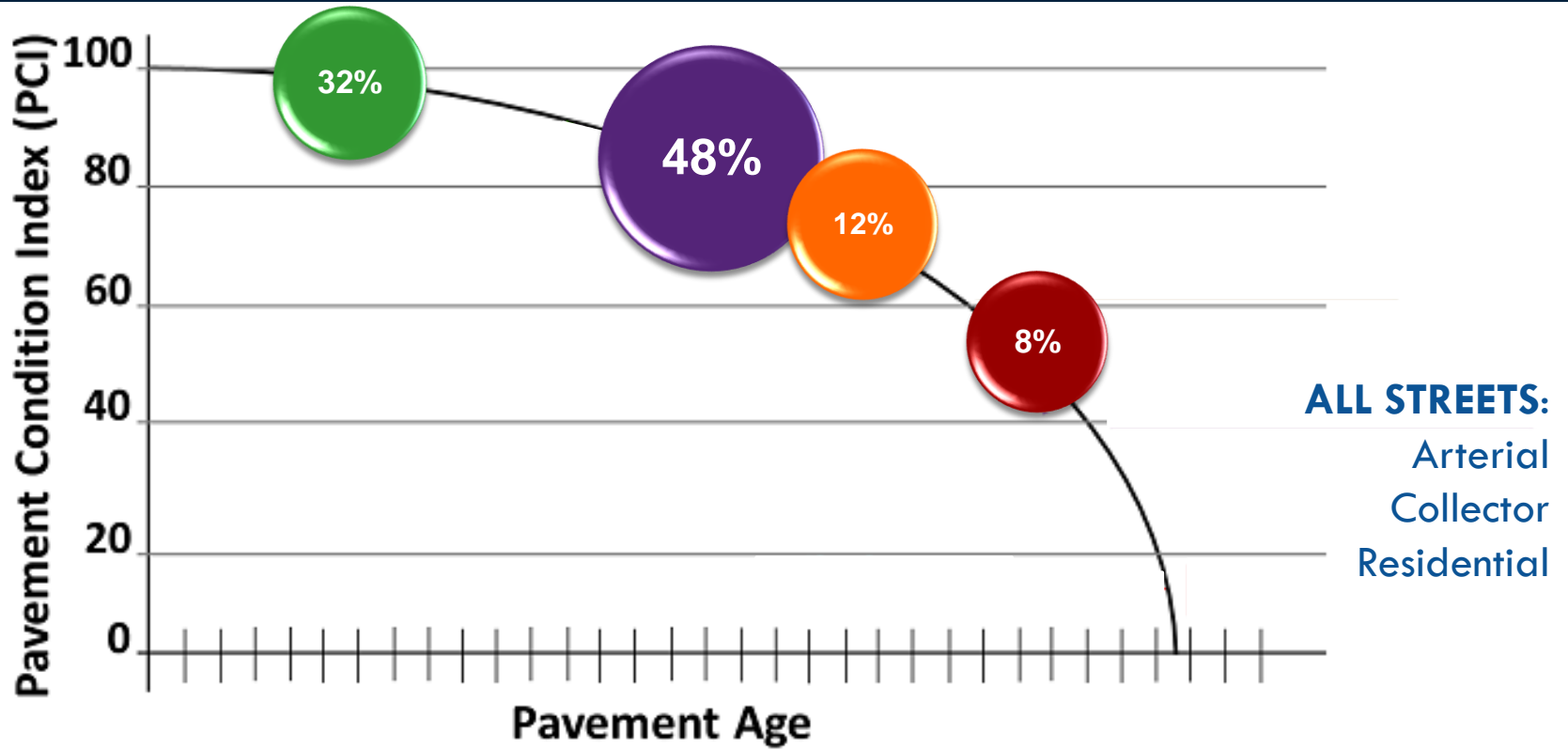
Agenda

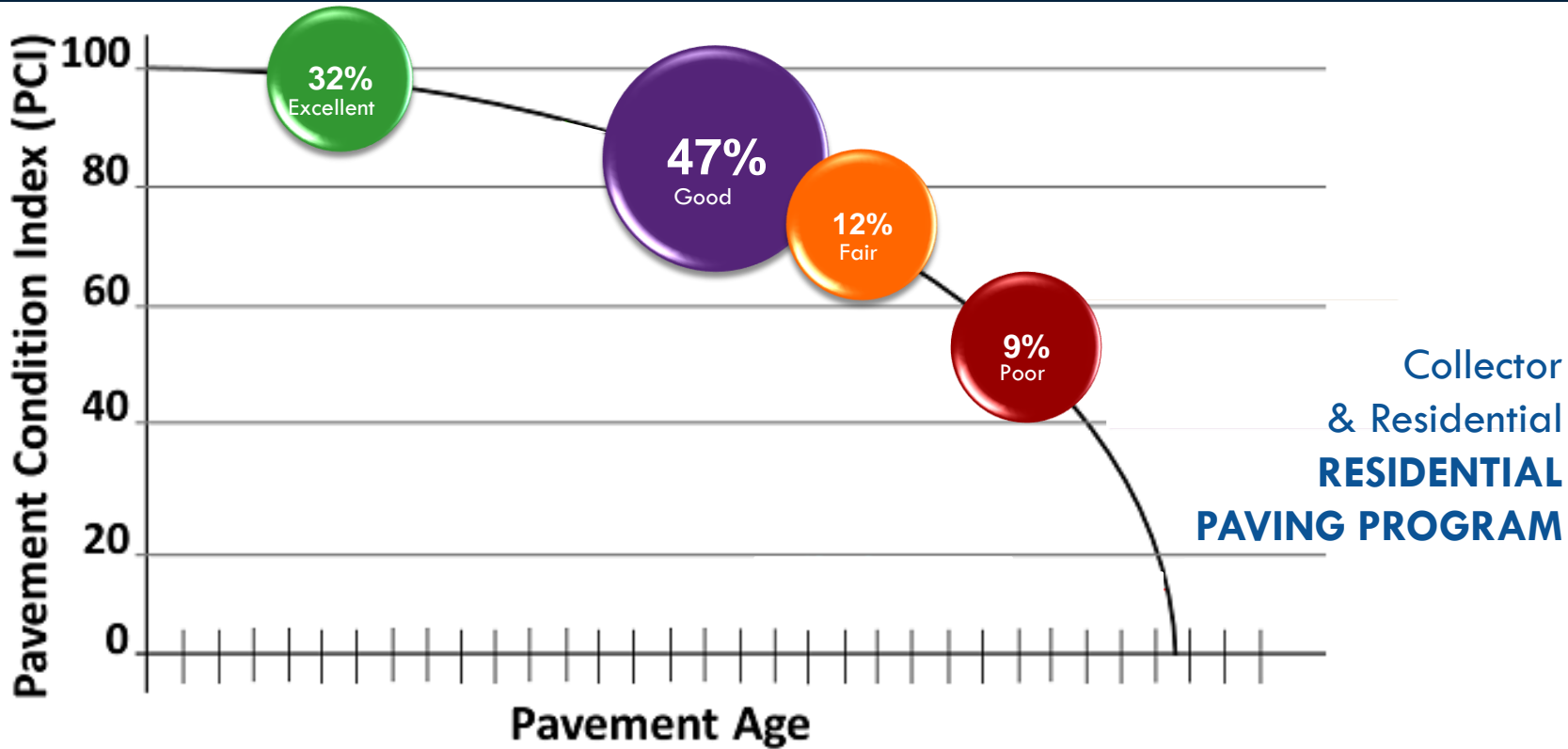
- 2022 Projects
- **Infrastructure Condition**
- Recommended 2023 CIP
- Discussion



2022 Condition Summary

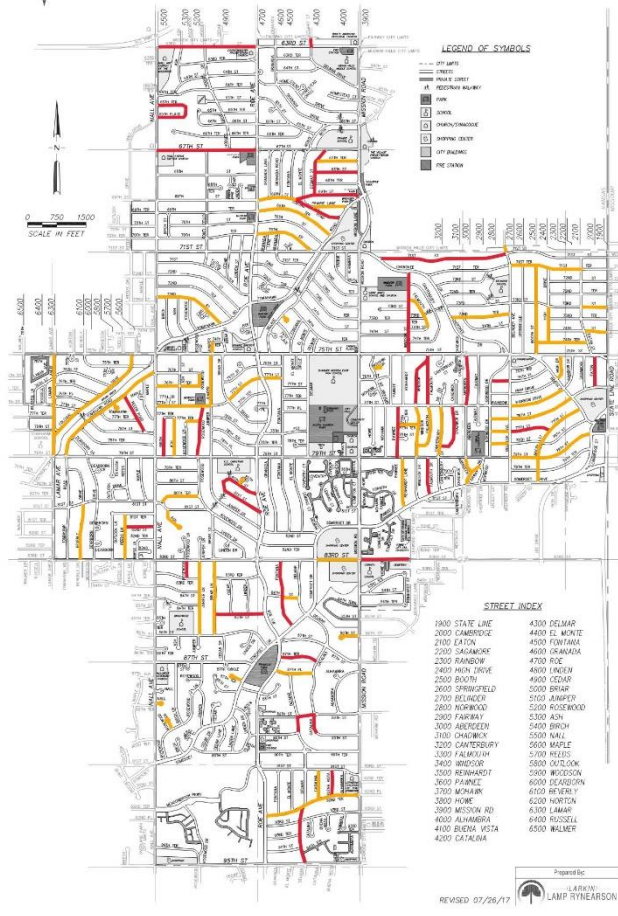
Infrastructure Type	Poor	Fair	Good	Excellent
Drainage - Pipes	2%	4%	21%	73%
Drainage - Channels	4%	9%	27%	60%
Drainage - Structures	1%	3%	37%	59%
Streets - Arterial & Collector	6%(2021= 9%)	9%(2021 = 12%)	40%(2021= 37%)	44%(2021 =42%)
Streets - Residential	9%(2021=10%)	13%(2021= 14%)	52%(2021= 54%)	26%(2021= 22%)
Curbs	0%	3%	27%	70%
Ramps	0%	4%	8%	88%







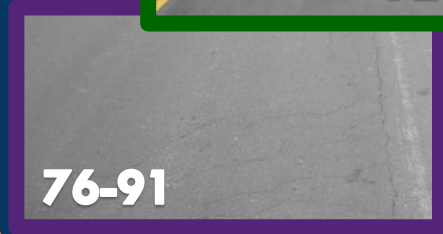
CITY OF PRAIRIE VILLAGE
Star of Kansas



EXCELLENT



GOOD



FAIR



POOR



Crack seal

Micro

\$56k per mile

UBAS

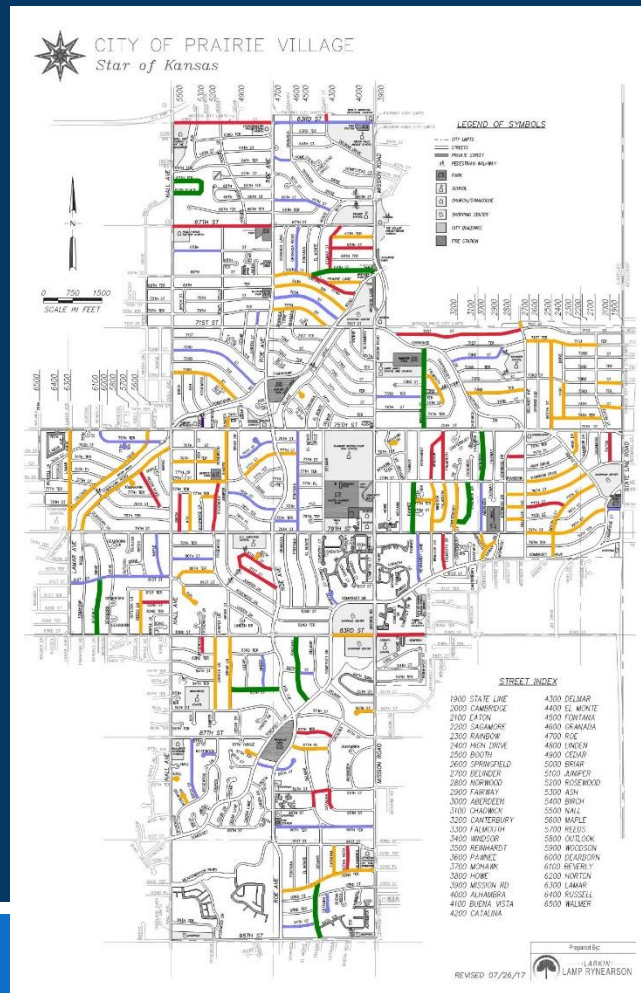
\$170K per mile

Mill/Overlay
with curb and
gutter repair

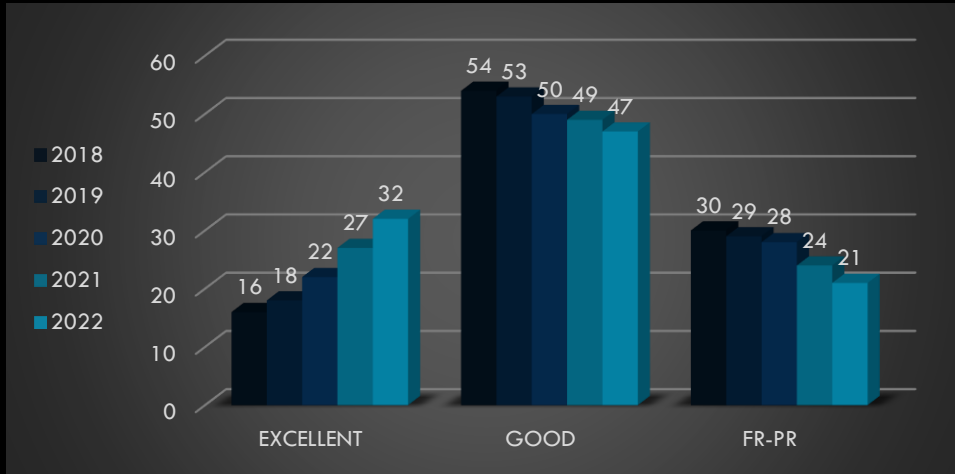
\$1M per mile

Reconstruction

\$1.8M per mile

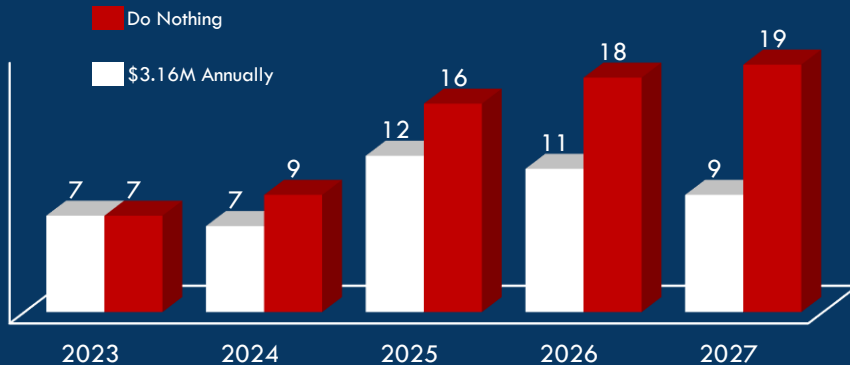


History of Residential & Collector Streets



Excellent streets are trending up.
Fair Poor streets are trending down.

Good category 50-54%



Management of POOR Streets With \$3.16 Million Residential Street Program



Agenda

- 2022 Projects
- Infrastructure Condition
- **Recommended 2023 CIP**
- Discussion



2023 CIP Budget - PARK

PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	2026 BUDGET	PROJECT TOTAL
PARK							
POOLRESV	Park Infrastructure Reserve	\$ 153,136.69	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 573,136.69
	Taliaferro Play Elements	\$ 20,000.00	\$ 165,000.00				\$ 185,000.00
	Lighting at Skate Park and Weltner Basketball Court	\$ 10,000.00	\$ 105,000.00				\$ 115,000.00
	Park Signage	\$ 15,000.00	\$ 90,000.00				\$ 105,000.00
	Lighting at Community Center Basketball Court	\$ 5,000.00		\$ 35,000.00			\$ 40,000.00
	Bennett Park Shelter & Play Area			\$ 170,000.00			\$ 170,000.00
	Harmon Park Pavilion & Restroom			\$ 675,000.00	\$ 450,000.00		\$ 1,125,000.00
	Franklin Park Historical Marker & Surfacing			\$ 10,000.00	\$ 330,000.00		\$ 340,000.00
	Windsor Trail & Playset				\$ 15,000.00	\$ 280,000.00	\$ 295,000.00
	Porter Shelter & Playset					\$ 20,000.00	\$ 20,000.00
	Pool Painting					\$ 80,000.00	\$ 80,000.00
PARK TOTAL PER YEAR		\$ 203,136.69	\$ 465,000.00	\$ 995,000.00	\$ 900,000.00	\$ 485,000.00	\$ 3,048,136.69



2023 CIP Budget - DRAIN

PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	2026 BUDGET	PROJECT TOTAL
DRAINAGE							
WDPRRESV	Water Discharge Program Reserve	\$ 30,874.13	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	110,874.13
DRAIN23x	Drainage Repair Program		\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	3,600,000.00
DRAINAGE TOTAL PER YEAR		\$ 30,874.13	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	\$ 920,000.00	3,710,874.13



2023 CIP Budget - STREETS

PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	2026 BUDGET	PROJECT TOTAL
STREETS							
TRAFRESV	Traffic Calming Program Reserve	\$ 22,372.92		\$ 20,000.00			\$ 42,372.92
PAVP2023	Residential Street Rehabilitation Program		\$ 3,166,000.00	\$ 3,166,000.00	\$ 3,166,000.00	\$ 3,166,000.00	\$ 12,664,000.00
UBAS2022	UBAS Overlay Program		\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 1,600,000.00
NAAV0005	Nall Ave - 67th St to 75th St (CARS & OP)	\$ 250,000.00	\$ 2,584,000.00				\$ 2,834,000.00
MIRD0009	Mission Rd - 63rd St to 67th Ter (CARS)		\$ 85,000.00	\$ 720,000.00			\$ 805,000.00
NAAV0007	Nall Ave - 75th St to 79th St (CARS)		\$ 110,000.00	\$ 760,000.00			\$ 870,000.00
ROAV0007	Roe Ave - N City Limit to 63rd St		\$ 5,000.00	\$ 11,000.00			\$ 16,000.00
SODR0005	Somerset Dr - State Line to Reinhardt UBAS (CARS)			\$ 20,000.00	\$ 688,000.00		\$ 708,000.00
	63rd St - Roe Ave to Nall Ave (Mission Admin)			\$ 30,000.00	\$ 213,800.00		\$ 243,800.00
75ST0002	75th St - State Line to Mission Rd (CARS)			\$ 20,000.00	\$ 762,000.00		\$ 782,000.00
	Roe Ave - 63rd St to 83rd St (CARS)				\$ 50,000.00	\$ 1,208,000.00	\$ 1,258,000.00
83ST0003	83rd St - E City Limit to Nall Ave (CARS)					\$ 160,000.00	\$ 160,000.00
NAAV0006	Nall Ave - 63rd St to 67th St UBAS (CARS)					\$ 20,000.00	\$ 20,000.00
STREET TOTAL PER YEAR		\$ 272,372.92	\$ 6,350,000.00	\$ 5,147,000.00	\$ 5,279,800.00	\$ 4,954,000.00	\$ 22,003,172.92



2023 CIP Budget - BUILDING/OTHER

PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	2026 BUDGET	PROJECT TOTAL
BUILDING							
BLDGResv	Building Reserve	\$ 165,431.24	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	365,431.24
BG510003	City Hall Remodel	\$ 130,000.00	\$ 300,000.00				\$ 430,000.00
BUILDING TOTAL PER YEAR		\$ 295,431.24	\$ 350,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	795,431.24

PROJECT #	PROJECT DESCRIPTION	PREVIOUS BUDGET	2023 BUDGET	2024 BUDGET	2025 BUDGET	2026 BUDGET	PROJECT TOTAL
OTHER							
ADARESvX	ADA Compliance Program Reserve	\$ 66,275.91	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	166,275.91
CONC2023	Concrete Repair Program		\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	\$ 600,000.00	2,400,000.00
SIDEWALK & CURB TOTAL PER YEAR		\$ 66,275.91	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	2,566,275.91

Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS
Monday, May 2, 2022

Planning Commission	05/03/2022	7:00 p.m.
Finance Committee	05/04/2022	4:00 p.m.
Tree Board	05/04/2022	6:00 p.m.
Finance Committee	05/10/2022	4:00 p.m.
Diversity Committee	05/10/2022	5:30 p.m.
Parks and Recreation Committee	05/11/2022	5:30 p.m.
Arts Council	05/11/2022	5:30 p.m.
Arts Council Art Reception	05/13/2022	6:00 p.m.
City Council	05/16/2022	6:00 p.m.

INFORMATIONAL ITEMS
May 2, 2022

1. JazzFest Committee meeting minutes – April 20, 2022
2. May plan of action

Prairie Village Jazz Fest 2022
Committee Meeting
Wednesday April 20, 2022, 5:30 p.m.
Via Zoom

Attendees

Dave Hassett	Food and Beverage Chair
Elissa Andre	Marketing Chair
Jim Barnes	Stage and Technical Chair
Joyce Hagen Mundy	Volunteers Chair
J.D. Kinney	Special Events Coordinator, Committee Chair
Dave Robinson	Prairie Village City Council, Council Liaison
Kyle Vanlanduyt	Master of Ceremonies
John Wilinski	Backstage and Artist Hospitality Chair

Not attending

Amanda Hassett	VIP Services Chair
Trudy Williams	Prairie Village Arts Council Liaison
Mike Polich	Infrastructure Chair
Alex Toepfer	Talent Chair
Brooke Morehead	Fundraising Chair

Committee Chair's Report

JD apologized for the late venue change.

Fundraising and Sponsorships

On Monday April 4, 2022 the Prairie Village City Council approved the Prairie Village Jazz Fest 2023 Budget request for \$35,000. Funding will be via the Transient Guest Tax

Humana and Renewal by Andersen are interested to secure a marketing tent for 2022. The Marketing sponsorship document has been revised to reflect the two remaining offerings, marketing booths and the lineup fan.

JD to follow up with The Inn at Meadowbrook regarding a room for our out of town artist and to see if they are interested in sponsoring the lineup fan.

Talent

Alex Toepfer submitted the official lineup to JD last week: SME Blue Knights, Back Alley Brass Band, Ray Keller Octet, Eddie Moore, and The Adam Larson Band featuring Terrell Stafford (who last performed at Jazz Fest in 2015). JD has contacted Adam Larson and Eddie Moore to confirm the names

of the acts and to confirm travel needs and other considerations. Contracts will be sent pending approval from PV counsel. Should have everything back in time for our mid-May fan/promotion deadline

F&B

Butterfluff Popcorn has returned their contract, fee payment and COI.

The City's banking partner currently supplies credit card terminals that accept click to pay at City Hall. If we want to have this option at Jazz Fest, how many terminals do we want to request, and can we accommodate non-mobile terminals in those locations if that is what is available?

The Prairie Village Environmental Committee, who has traditionally split with the Jazz Fest Committee the stipend paid to the organization that collects trash and recyclables at Jazz Fest, is interested to reduce single-use plastic bottles as much as possible at City-sponsored events. We have traditionally sold bottles of water for \$1 each and distributed water bottles free to volunteers, VIPS and staff. The "Quench Buggy," a community outreach sponsored by WaterOne has confirmed that they will be available for Jazz Fest 2022 and will distribute water free in compostable paper cups. They will require a source of electric power and a hookup to the water supply. They will be located somewhere at the top of the hill. Exact location pending

Water availability at other locations (VIP tent, backstage, artist tent, PD/PW break tent) TBD.

VIP Services

Twelve stackable resin Adirondack chairs for use in the VIP tent were picked up by Public Works and are stored at their facility on Somerset. Six white folding side tables have been purchased from Euston and have been delivered to Public Works for storage.

Stage, Lighting and Technical Services

Jim Barnes confirmed that Aching Backline would be our supplier for backline and on stage sound/light support. Jones Piano will be our supplier for the acoustic piano.

Rented Infrastructure

List of needed items/tents TBD

Marketing

The PV City Website page for Jazz Fest has been updated

Lineup fan: a local provider has quoted .90 per fan for 2,500 fans. The prior vendor, Sky High Marketing produced fans in 2019 for .40 per fan but shipping costs from Wisconsin and an additional week lead time would be required.

Elissa to determine whether a KC Studio barter is viable.

Elissa requested that her Canva subscription be renewed.

Elissa also requested that social media contacts for our artists and food truck vendors be sent to her so that they can be added into all our online and print promotions.

Backstage/Artist Hospitality

The Inn at Meadowbrook will be our official hotel for Terrell Stafford.

Airfare for Mr. Stafford budgeted for \$450.00 round trip including incidentals.

Round trip airport transfers and transfers to and from Inn at Meadowbrook for sound check and performance via Uber, Lyft or taxi as determined by John Wilinski.

Diversity Committee

No update

Arts Council

Trudy Williams confirmed via email that the Arts Council wants a tent. Additional details TBD.

Prairie Village Foundation

No new update

The next Jazz Fest Committee meeting was scheduled for Wednesday May 25, 2022, at 5:30 pm. In the Multipurpose Room

The meeting concluded at 6:15 p.m.


Respectfully submitted: JD Kinney

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: April 28, 2022

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: MAY PLAN OF ACTION

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

- Fox 4 PV Showcase - Ashley/Staff (05/22)
- Donation Coordination to Dolyna, Ukraine - Staff (05/22)
- Pension Plan Amendments - Cindy/Jamie (05/22)
- Legislative End of Session Update - Jamie (05/22)
- Finalize 2021 Comprehensive Annual Financial Report (05/22)
- Council Chamber Projector Replacement - IS (05/22)
- Juneteenth Celebration Event - Tim (05/22)
- 2023 Budget Process - Staff (05/22)
 - Finance Committee Budget Review
 - CIP Discussion and Road Assessment
 - Establish Solid Waste Fees
 - ARPA Fund Expenditures
 - TGT Fund Expenditures
 - Mission Hills Budget

In Progress

- Meadowbrook Park Festival - Meghan (04/22)
- Digital Signage in City Hall - Ashley (04/22)
- Council Photos - Ashley (04/22)
- Special Use Permit Renewal/Phillips 66 at 95th & Mission - Jamie/Adam (04/22)
- Subdivision Regulations Amendments/Easement Vacation - Jamie/Chris (04/22)
- Next Steps UCS Racial Equities - Tim (04/22)
- Researching Plan Review Contracted Services to Improve Turnaround Times - Jamie (04/22)
- City Hall/PD Feasibility Study - Keith (04/22)
- Summer Tennis Programs & Registration - Meghan (04/22)
- Standard PW Contract Language Review - Keith (03/22)
- Civic Center Ad-Hoc Committee - Staff (03/22)
- Business Continuity Plan - Tim/Dan/Nickie (03/22)

- Disaster Recovery Plan - Dan/Tim (03/22)
- Pool Open Planning and Preparation - Staff (03/22)
- Special Event Planning - JD/Megan (03/22)
 - VillageFest
 - JazzFest
- 2021 Annual Report - Ashley/Staff (02/22)
- Debris Management Planning - Tim (02/22)
- Compensation and Benefits Study - Cindy/Jamie (02/22)
- Opioid Settlement Process/Funds Allocation - Tim (02/22)
- Diversity Recruitment Review - Cindy/Staff (01/22)
- Agenda Management Software Evaluation - Adam (12/21)
- New Permit & Licensing Software Implementation - Jamie/Staff (12/21)
- Receptionist Hiring Process - Meghan/Adam (12/21) [note receptionist was promoted to court clerk]
- Phone System Replacement - IS (11/21)
- Council of Mayors Meetings for 2021-22 - Meghan (10/21)
- Researching Department of Energy Solar App+ Program - Jamie (10/21)
- PW New Building Open House/Social Media - Keith/Melissa/Ashley (07/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- Pool Mural Project - Meghan (04/21)
- 2021 International Energy Conservation Code - Jamie/Mitch (03/21)
- E/V Charging Station Installation - PW (10/20)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Research Viability of Interior Rental Inspections - Jamie (06/19)

Completed

- Ad Hoc Housing Committee Coordination - Jamie (09/21)
- Historic Trail Signage - Keith (09/20)
- SevenDays Project Support - Meghan (03/22)
- Large Item Pickup Coordination/Promotion - Adam/Ashley (03/22)
 - Sleepyhead Bed Mattress Recycling
- Regional Benchmarking Initiative - Meghan (04/21)
- 2022 NEJCC State of the Cities - Staff/Mayor (01/22)
- Portable Storage Unit Ordinance Development - Jamie/Codes Staff (02/22)
- 2021 Financial Audit Fieldwork - Nickie (03/22)
- Republic Services Survey - Adam (03/22)
- 2023 Budget Process - Staff (03-04/22)
 - Committee Funding Requests
 - Decision Packages
 - Insurance Cost Assumptions
 - Personnel Assumptions
 - Preliminary Revenue Estimates Report
 - Equipment Reserve Fund
 - Department Budget Reviews by Line Item - Nickie/Wes

- Equipment Reserve Fund - Staff
- Healthcare/Benefit Costs - Cindy/Jamie
- Merit Pool - Staff

- Teen Council Presentations - Meghan (03/22)
- School Resource Officer Contract - PD (04/22)
- Insurance Renewal Presentation - Nickie/Wes (04/22)
- Review Contracted IS Service to Assist with IS Workload - Tim (04/22)
- Building Code Amendments for Storm Shelters at Schools - Jamie (04/22)
- Enhance Cyber Security - IS/Tim (04/22)
- Teen Council Graduation - Meghan (04/22)
- ARPA Expenditure Report - Nickie (04/22)


Tabled Initiatives

- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [\[pending Council direction\]](#)



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: May 1, 2022
TO: Mayor Mikkelson
City Council
FROM: Wes Jordan 
SUBJECT: PLAN OF ACTION PROJECT UPDATE

Fox 4 PV Showcase - Ashley/Staff (05/22)

Fox 4 will be showcasing Prairie Village for their Live show on Friday, June 24th. They will also be recording "4 must sees" that we feel everyone should see when they come to Prairie Village. We will need to determine a home base for them to broadcast from for approximately 3 hours. They have asked for us to also plan for speakers to describe what is happening in PV as well someone who can speak about the history of our community.

Meadowbrook Park Festival - Meghan (05/22)

The festival will be held on Friday, June 3rd from 3 p.m. - Sunset on the great lawn at Meadowbrook Park. This free-to-the-public event will include live music, a local maker's fair, food trucks, lawn games, and more. The city contributed to this event through a donation from the TGT, and police and staff support as needed.

Standard PW Contract Language Review - Keith (03/22)

Keith is going to work with the City's Insurance Broker, HUB, to review standard contractual language. HUB offers a contractual review as part of their services to ensure that our liability is minimized when contractors are working on behalf of the City.

Diversity Recruitment Review - Cindy/Staff (01/22)

We are going to undertake a comprehensive review of our diversity recruiting efforts to determine future hiring strategies. We will be leveraging resources from the UCS Racial Equities in Communities Pilot program to assist with this initiative.

Phone System Replacement - IS Staff/Tim (11/21)

We received notification that the city-wide phone system (Mitel) had reached end-of-life and would no longer be supported. We will need to determine our needs in relation to new systems and begin the process of moving in the direction of replacing the existing infrastructure. The current system was purchased in 2011 for \$109,000 with an anticipated life expectancy of 10 years.

Researching Department of Energy Solar App+ Program - Jamie (10/21)

The US Department of Energy recently released a new program for local communities to utilize that will streamline the plan review, permitting, and inspection process for solar energy. Soon, this program will expand to other permits like EV charging stations and re-roofing permits. Staff is currently researching the possibility of using this tool and identifying what policies or regulations may need to be revised in order to do so. This is a project staff is working on during slower work days and may take a few months before a further update is available.

2021 International Energy Conservation Code - Jamie/Mitch (03/21)

Mitch (Building Official) attended a week-long training on the 2021 IECC the first week of March and continues to study the code to prepare for adoption. We are currently experiencing extremely high volume of plan reviews coming in, which is slowing down the process to adopt the 2021 IECC. We are currently exploring contracting out for plan review services to help us stay on top of plan review, and the goal is that once we are caught up we will bring forward the ordinance to Council for adoption.

Ad Hoc Housing Committee Coordination - Jamie (09/21)

The Ad Hoc Housing Committee wrapped up its final recommendations. Co-chairs Ian Graves and Jon Birkel will be presenting the recommendations to Council at the first meeting in June.

Council of Mayors Meetings and Administrative Support - Meghan (08/21)

Mayor Mikkelson will be serving as the Chair for the Council of Mayors for a one-year period. And, each Mayor that rotates through the position is also responsible for administrative tasks and meeting coordination which Meghan will be helping with.

American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)

The City received \$1.62m American Rescue Plan dollars in July 2021, and the additional \$1.6m will be received in July 2022. The Department of Treasury released its Final Rule which included details on how the funds can be spent. The Council discussed uses of funds at the Council Work Session in February, and will follow up with spending recommendations as part of the budget process.

Pool Mural Project - Meghan (04/21)

The City has received grant funding in the amount of \$3,500 for the proposed pool mural. A call for artists will open shortly, and proposed murals will be reviewed by representatives from Park & Rec, the Arts Council, and Diversity Committee.

City Hall Conceptual Review - Staff (03/01)

Melissa provided Council with an update to the City Hall Conceptual Study on March 15, 2021 as well as other key factors affecting this study. The process may be modified due to new possibilities of future expansion alternatives. This item will be brought back to Council before any formal action is taken.

EV Charging Station Installation - PW (10/20)

Construction should begin soon since Council has now approved the placement of Electric Vehicle charging station(s) in the south parking lot of the Municipal complex near the Skate Park.

Memorial Plaques in Parks Criteria Review - Staff (08/19)

This item has been temporarily tabled by staff due to prioritization of other projects. When this matter is brought forward, we want to make sure the PV Foundation, Park & Rec, and Council are on the same page about the criteria and cost of memorial plaques in parks.

Research Viability of Interior Rental Inspections - Jamie (06/19)

Jamie hopes to revisit this item in the coming months after evaluating the workload and changes that have been brought forward as a result of the new building code, tree protection ordinance, sustainability grant, construction site screening requirements, new codes software implementation, and moving to the new public works building. We will also have to revisit KSA restrictions on interior inspections.