

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 16, 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

MARC 50 - Forward Day proclamation

Asian American and Pacific Islander Heritage Month proclamation

Legislative update - Little Government Relations

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 16. 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 16 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 - May 2, 2022
2. Approval of expenditure ordinance #3014
3. Approval of contract with Vance Brothers for 2022 crack seal / microsurfacing program

4. Purchase request of police vehicle
5. Consider purchase of replacement Bobcat skid-steer loader and disposal of asset #5044
6. Consider an Ordinance approving the Juneteenth event as a Special Event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event
7. Consider approval of a short-term special use permit for the Prairie Village Art Fair at the Prairie Village Shops

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2022-43 Consider bid award for the installation of two electric vehicle charging stations to Teague Electric and transfer \$20,000 from Building Reserve to project ELEC2020
Keith Bredehoeft

COU2022-46 Consider approval of design agreement with Lamp Rynearson for the design of the pool repairs for the lap and adult pools
Keith Bredehoeft

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

COU2022-44 Protocols for adding new agenda items
Wes Jordan

COU2022-45 Consider agreement with Transystems for traffic study on Nall Avenue from 67th Street to 75th Street
Keith Bredehoeft

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT

CITY OF PRAIRIE VILLAGE

Proclamation

MARC 50 – Forward Day | June 10, 2022

Whereas, for half a century, local governments in the Kansas City region have come together through the Mid-America Regional Council (MARC) to partner on regional initiatives and develop innovative solutions; and

Whereas, the region consists of nine counties and 119 cities which benefit from working across boundaries on a wide variety of issues and coordinating with diverse disciplines and sectors, including cities, counties, nonprofit organizations, social services, educational systems and special districts; and

Whereas, the region’s leaders engage in informed decision-making through insightful data analysis and participate in a problem-solving forum to positively impact progress; and

Whereas, each jurisdiction and individual has a role in creating a strong regional community and enabling everyone to come together to achieve positive change for the next 50 years; and

Whereas, MARC is an organization that promotes regional cooperation through leadership, planning, and action, and is guided by the core values of integrity, innovation, collaboration, diversity and inclusion, excellence in performance, and service leadership; and

Whereas, the City of Prairie Village has participated in and benefited from working across boundaries, allowing us to better serve residents because of our regional work regarding public safety, transportation, environment, early learning, aging and shared local government services;

Now, therefore, be it resolved, members of the Prairie Village Governing Body celebrate the collaborative work that has been accomplished over the past 50 years and dedicate June 10, 2022, the day of MARC’s annual Regional Assembly, as “MARC 50 – Forward Day” in recognition of the enormous progress the region will continue to make over the next five decades; and

Be it further resolved, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim June 10, 2022, as “MARC 50 – Forward Day” in the City of Prairie Village, Kansas, and urge local leaders and community members to reflect on the great progress made in the past 50 years, and join us in welcoming a future built upon strong regional collaboration, connections, relationships, and accomplishments.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

Asian American and Pacific Islander Heritage Month

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

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

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

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

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

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, formally designate the month of May 2022 as

Asian American and Pacific Islander Heritage Month

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

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
MAY 2, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 2, 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, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf (via Zoom), Dave Robinson, Greg Shelton, Courtney McFadden, 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. Gallagher made a motion to approve the agenda for May 2, 2022. Mr. Nelson seconded the motion, which passed 9-0.

PRESENTATIONS

- Chief Roberson recognized Officers Zacaria Blakemore, Alex DeGuire and Brian Wolf for their lifesaving efforts on recent calls for service.
- Mayor Mikkelson read a proclamation declaring May 11 - 17 as National Police Week in Prairie Village.

PUBLIC PARTICIPATION

Resident Donna Knoell, 5165 Somerset Drive, shared her concerns over the proposed ordinance regulating the placement and duration of portable storage units.

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 18, 2022
2. Approve Ordinance 2471, creating placement and duration regulations for portable storage units

Mr. Dave Robinson asked to remove item #2 from the agenda.

Mr. Nelson made a motion to approve the April 18, 2022 meeting minutes as presented. The motion passed 9-0.

Mr. Dave Robinson stated that he felt the 14-day limit on portable storage units was too short, as larger home construction projects often took more time. **He made a motion to approve Ordinance 2471, with a modification to the amount of time a portable storage unit would be allowed on a property from 14 days to 30 days. Mr. Cole Robinson seconded the motion.**

Ms. Robichaud stated that large projects requiring permits would be exempted from the ordinance. She added that the period from when a code violation notice was first issued to when a citation was written took several weeks. Additionally, the Building Official and Codes Enforcement Officers would continue to have the discretion to grant exceptions on a case-by-case basis.

After further discussion, Mr. Nelson made a motion to amend the motion, approving Ordinance 2471 as initially presented with a 14-day limit, but making the effective date July 1, 2022. The motion was seconded by Mr. Herring. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, D. Robinson, Shelton, McFadden, Gallagher. The motion passed 9-0.

Mr. Herring made a motion to amend the amended motion, by changing the 14-day limit to 21 days. Ms. Selders seconded the motion. A roll call vote was taken with the following votes cast: "aye": Herring, Selders, D. Robinson; "nay": Nelson, C. Robinson, Wolf, Shelton, McFadden, Gallagher. The motion failed 3-6.

A roll call vote on the original motion as amended was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, D. Robinson, Shelton, McFadden, Gallagher. The motion passed 9-0.

COMMITTEE REPORTS

- Pension Board

COU2022-39 Consider second clarifying amendment to PVPD Pension Plan

Ms. Robichaud said that in 2016, the Pension Board and City Council approved the First Clarifying Amendment to the Prairie Village PD Pension Plan, which gave plan participants the option to earn credit up to 30 years of service if they increased their



mandatory contributions from 4% to 8% after reaching 25 years of service. The intent of the amendment 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 language in the amendment made it read as though the increased contribution of 8% was mandatory beyond 25 years of service.

Ms. Robichaud said staff recommended a Second Clarifying Amendment to the plan to clearly articulate that plan participants had the option of either keeping their 4% contribution and limiting their benefits to 25 years of service or increasing their contribution to 8% after 25 years of service and receiving credit for up to 30 years of service. The amendment was drafted and reviewed by pension attorneys, and the Pension Board of Trustees unanimously recommended approval at its April 14, 2022 meeting.

Mrs. McFadden made a motion to approve the Second Clarifying Amendment to the Pension Plan as presented. The motion was seconded by Mr. Gallagher and passed 9-0.

- Mrs. McFadden stated that the VillageFest Committee met the prior week to continue planning for the July 4th event.
- Mr. Cole Robinson provided an update from the Pension Board, noting that it held its annual meeting with an actuary to ensure that contributions to the pension fund were adequate. He added that the City was currently providing funding at a higher level than actuarial recommendations.
- Mr. Nelson said that he had attended a League of Kansas Municipalities training event in Manhattan the prior weekend. Topics included better interaction with constituents and improved financial policies.
- Mr. Shelton shared information about the Environmental Committee's native plant sale, held in March, as well as a potential e-waste recycling event in the future. He also stated that the Tree Board held an event honoring Kansas Arbor Day poster contest winner Evelyn Stidham, as well as a recognition of resident Deb Nixon for her 20 years of service on the Tree Board.
- Mr. Dave Robinson provided a JazzFest update, noting that the Inn at Meadowbrook would host out-of-town musicians. Additionally, WaterOne would be providing compostable paper cups of water to attendees at the event.

MAYOR'S REPORT

- The Mayor stated that he had attended the following events since the previous Council meeting:



- The Northeast Johnson County State of the Cities event on April 28, at which Westwood Hills Mayor Paula Schwach announced her retirement.
 - A Kansas City Business Journal dinner on April 28, at which Clark Enersen was given a capstone award for its efforts to meet LEED Platinum sustainability standards at the City's Public Works building.
 - A ribbon-cutting event at the Sharp Law Firm's new building on 75th Street.
 - The Kansas City Police Academy's 135th graduation, at which Chief Roberson gave a speech.
 - A performance by trumpeter Rodney Marsalis at the Village Church.
- The Mayor added that he would attend the following events on May 12:
 - The Northeast Johnson County Leadership Class graduation.
 - A YMCA community meeting at the Meadowbrook Park clubhouse.

STAFF REPORTS

- Mr. Jordan stated that staff would begin reviewing ward boundaries to ensure populations of each ward were equitable distributed. Due to recent development, ward five had grown substantially, resulting in an unequal population distribution.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

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

Mr. Schwartzkopf noted that the quality and brightness of the projectors in the Council Chambers had diminished since their initial installation in 2012, resulting in presentations being difficult to see. Rather than continuing to replace bulbs in the existing projectors, staff determined that it would be more effective to purchase new equipment that would function at a higher level.

The proposed bid included two Sony LCD 13K lumen laser projectors, two new screens, and labor for installation and configuration. Mr. Schwartzkopf added that since the system was integrated with the recently installed AV equipment, City staff felt it was appropriate to continue working with the current vendor to avoid creating issues with the existing system.

Mr. Herring made a motion to approve the purchase of new projectors and screen for the Council Chambers. Mr. Cole Robinson seconded the motion, which passed 9-0.



COU2022-42 Consider donation to Dolyna, Ukraine

Mayor Mikkelson stated that he had been in discussion with the Mayor of Dolyna to determine how the City could provide assistance. The Mayor identified several items that would be difficult to procure, such as body armor, helmets, and military ammunition. However, the City could provide “walkie-talkie” portable radio devices.

Mr. Jordan recommended purchasing walkie-talkies with a range of up to several miles with rechargeable batteries, which typically could be acquired for less than \$100.00 each. He added that staff would work to find a shipping source to deliver the radios.

Mrs. McFadden made a motion to allocate \$10,000 for the purchase of “walkie talkie” radios to aid in the war effort in Ukraine. Ms. Selders seconded the motion, which passed 9-0.

Mr. Nelson made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Selders and passed 9-0.

COUNCIL COMMITTEE OF THE WHOLE

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

Ms. Prenger said that like the residential paving program, Public Works sought to enter a three-year program for crack seal and microsurfacing work for the following reasons:

- To get competitive pricing from bidders
- To ensure the selected bidder adheres to the City’s specifications and requirements
- To meet customer service expectations with residents

She added that there were very few contractors in the area that were capable of performing microsurfacing work, and that Vance Brothers had been awarded the contract nine of the past eleven years. In each of those years, the company successfully met the City’s strict specification requirements and exceeded customer service expectations.

Mrs. McFadden made a motion to recommend approval of the construction contract with Vance Brothers, Inc. to the City Council. Mr. Nelson seconded the motion, which passed 9-0.

2023 Capital Infrastructure Program budget presentation

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



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

Mr. Dave Robinson asked if it was possible to reach a point at which no City streets were rated “poor”. Ms. Prenger said it was not, because streets failed at different rates, and it was difficult to know when every street would enter the poor category. She added that streets that were determined to be in poor condition were usually completely restored within three years, though minor repairs were generally made much more quickly.

Ms. Prenger also noted that allocating a consistent dollar amount annually to fund road repairs was important in ensuring that repairs continued to be made in a timely fashion.

Mr. Shelton moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mrs. McFadden and passed 9-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 8:34 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

May 2, 2022

Copy of Ordinance
3014

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

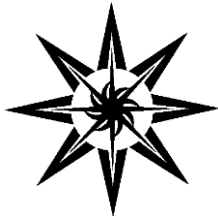
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
25971-26038	4/1/2022	127,102.76	✓
26039	4/4/2022	3,750.00	✓
26040-26050	4/8/2022	260,896.94	✓
26051-26134	4/15/2022	593,497.26	✓
26135-26143	4/22/2022	32,488.83	✓
26144	4/27/2022	3,000.00	✓
26145-26224	4/29/2022	185,608.56	✓
Payroll Expenditures			
4/8/2022		350,586.60	✓
4/22/2022		337,961.90	✓
Electronic Payments			
Electronic Pmnts	4/1/2022	2,716.35	✓
	4/4/2022	24,204.95	✓
	4/5/2022	3,326.03	✓
	4/6/2022	7,052.40	✓
	4/13/2022	979.66	✓
	4/26/2022	38,290.67	✓
TOTAL EXPENDITURES:			1,971,462.91
Voided Checks	Check #	(Amount)	
Lawrence Pest Control	26101	(290.00)	✓
Alan B Mestdagh	26110	(1,350.00)	✓
TOTAL VOIDED CHECKS:			(1,640.00)
GRAND TOTAL CLAIMS ORDINANCE			1,969,822.91

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

Passed this 16th day of May 2022.

Signed or Approved this 16th day of May 2022.

ATTEST:  5-5-22 ATTEST:  5/2/22
City Treasurer Finance Director



PUBLIC WORKS DEPARTMENT

Committee Date: May 2, 2022

Council Date: May 16, 2022

COU2022-41

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 Facia Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

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

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

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

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

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

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

10. LIQUIDATED DAMAGES

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

11. PAYMENT PROCEDURE

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

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

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

12. COMPLETION AND FINAL PAYMENT

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

13. CLAIMS BY THE CONTRACTOR

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

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

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

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

14. CHANGES IN THE WORK

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

15. INSURANCE AND BONDS.

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

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

15.3 Minimum Requirements Commercial General Liability Policy Limits -

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

Policy MUST include the following conditions:

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

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

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

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

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

Limits -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. INDEMNITY

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

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

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

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

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

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

17. SUCCESSORS AND ASSIGNS

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

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

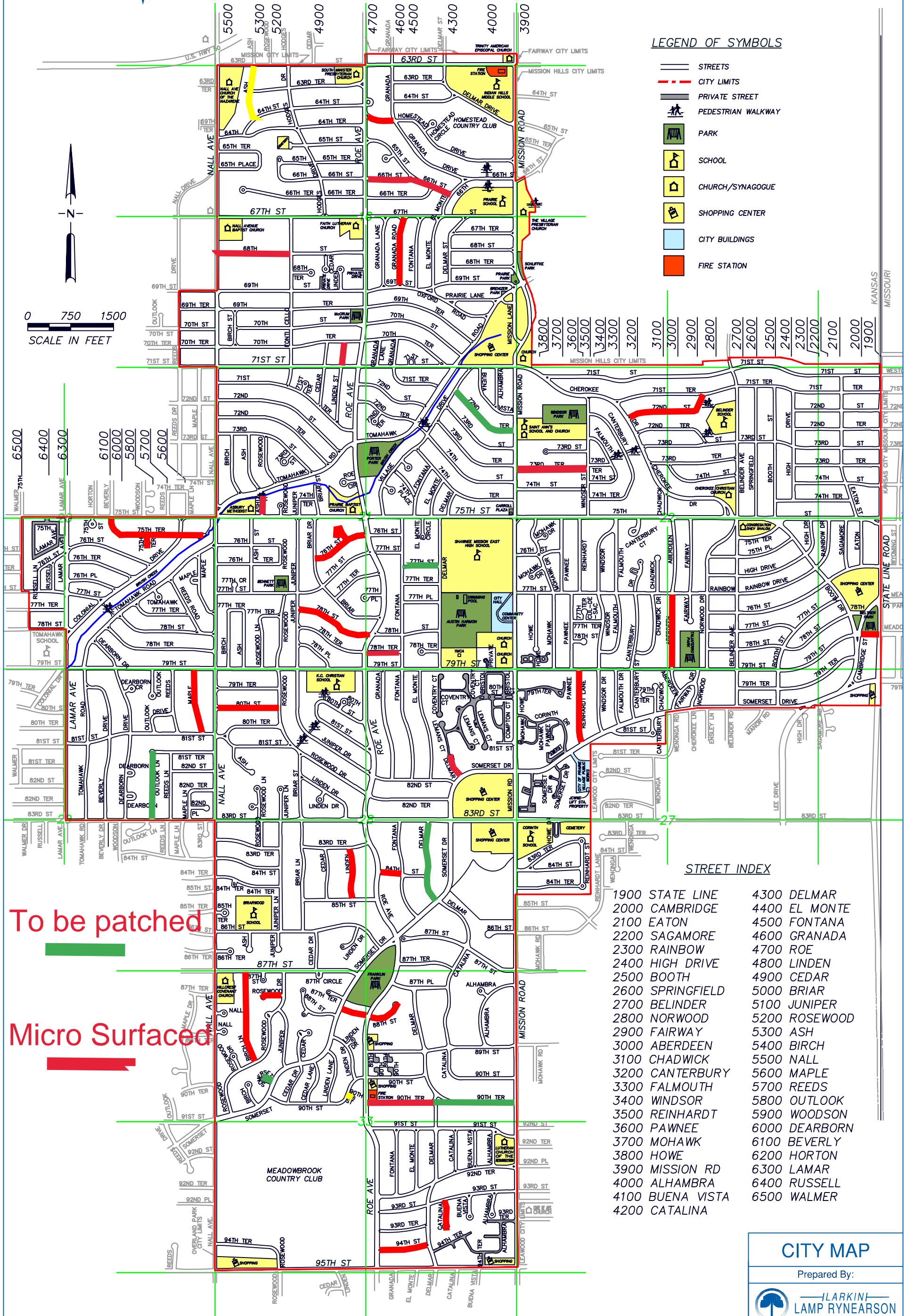
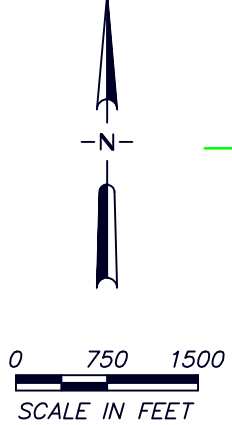
2022 Micro Seal Program

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

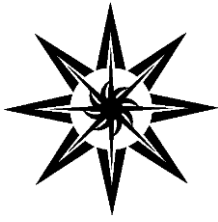
STREET INDEX

- | | |
|------------------|---------------|
| 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 WALTER |
| 4200 CATALINA | |

CITY MAP

Prepared By:





POLICE DEPARTMENT

Council Meeting Date: May 16th, 2022

CONSENT AGENDA:

PURCHASE REQUEST OF POLICE VEHICLE

RECOMMENDATION

Staff recommends the purchase of one (1) 2022 Honda CR-V EX Hybrid for \$29,329.00.

COUNCIL ACTION REQUESTED ON: May 16th, 2022

BACKGROUND

On an annual basis, the Police Department replaces older vehicles due to age, mileage, and/or maintenance problems. The Honda CR-V will be useful to the Department as an unmarked investigations vehicle. This vehicle purchase will replace a 2013 Ford Taurus that will be traded in with the purchase.

The Department obtained bids for the Honda CR-V from McCarthy Honda, Honda of Olathe, and Jay Wolf Honda. McCarthy Honda was the lowest bid at \$35,329 dealer price minus \$6,000 trade in (2013 Ford Taurus) for a total price of \$29,329.00. The Department is seeking authorization to purchase this vehicle for the Investigations Division at a total cost of \$29,329.00.

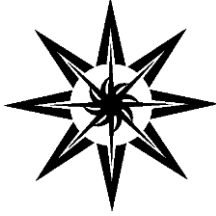
This vehicle will be purchased in 2022 and was previously approved by the City Council as part of the 2022 Public Safety Budget.

FUNDING SOURCE

01-03-26-8006-000 - \$29,329.00

PREPARED BY

Captain Brady Sullivan
Investigations Division Commander
May 10th, 2022



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 16, 2022
Consent Agenda

CONSIDER PURCHASE OF REPLACEMENT BOBCAT SKID-STEER LOADER AND DISPOSAL OF ASSET #5044.

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement Bobcat Skid-Steer Loader and the disposal of Asset #5044 by trade in.

BACKGROUND

The equipment reserve fund provides for the replacement of Asset #5044, a 2007 Bobcat Skid-Steer Loader. This piece of equipment is fifteen years old and due for replacement. Staff proposes to purchase the replacement Bobcat using the NASPO Construction Contract # SW192. Equipment included with the purchase will be a heavy duty bucket, a hydraulic breaker, a heavy duty snow blade, a snow blower, and an extra set of wheels and tires. KC Bobcat is the Bobcat dealer for the mid-west region. The trade in value of \$22,000 is reasonable. The auction site we normally use, Purple Wave, has sold or has listed several comparable Bobcats and all of which were under our trade in amount. Below is a summary of the overall cost.

Bobcat price with equipment-	\$67,600.43
Trade In for the 2007 Bobcat- Sweeper-	<u>\$22,000.00</u>
Total	\$45,600.43

Public Works Director will sign proposals from KC Bobcat related to this purchase.

FUNDING SOURCE

The City's Equipment Reserve Fund has a line item of \$70,000 for this purchase.

ATTACHMENTS- Bobcat product description sheet

PREPARED BY

Keith Bredehoeft, Public Works Director

Date: May 11, 2022

THE ORIGINAL AND STILL THE BEST

BOBCAT COMPANY INVENTED THE WORLD'S FIRST COMPACT LOADER IN 1958 AND THE FIRST SKID-STEER LOADER IN 1960. TODAY, IT'S STILL THE WORLD'S BESTSELLING SKID-STEER LOADER BRAND.



HIGHLY MANEUVERABLE

A skid-steer loader is compact and can pivot 360 degrees, allowing you to easily maneuver in close quarters.



EXCLUSIVE

MAINTENANCE-FREE CHAINCASE

Bobcat-exclusive design and tight-tolerance chain placement eliminate the need for adjustments.

EFFECTIVE WEIGHT BALANCE

Bobcat skid-steer loaders offer effective turning and skidding, reduced fuel consumption and power requirements, increased drive train and tire life, and reduced wear and tear.

BOBCAT TIRES

EXCLUSIVE

Multiple options are available to match your tires to your work conditions:



STANDARD-DUTY



HEAVY-DUTY



SEVERE-DUTY



TURF AND SAND

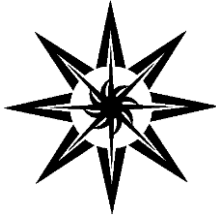


SUPER-FLOAT



SMOOTH

Bobcat provides a variety of tire options: solid, non-marking and pneumatic designs.



ADMINISTRATION

City Council Date: May 16, 2022
CONSENT AGENDA

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

RECOMMENDATION:

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

SUGGESTED MOTION:

I move the City Council authorize the Mayor to execute Ordinance No. 2472 approving Juneteenth as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within public areas of the event.

DISCUSSION:

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

The Juneteenth Committee requests that the City approve Juneteenth on Saturday, June 18, 2022 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS:

Draft Ordinance No. 2472
Map

PREPARED BY:

Adam Geffert
City Clerk

Date: May 5, 2022

ORDINANCE NO. 2472

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

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

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

Section 2. In accordance with such authority, the City approves Juneteenth as a special event to be held at Harmon Park on June 18, 2022.

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

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

Section 5. Event attendees may buy, possess and consume alcoholic liquor and cereal malt beverages within the area on June 18, 2022

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

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 16th DAY OF MAY, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Geffert
City Clerk

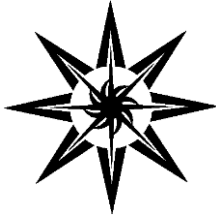
David Waters
City Attorney



Wine Truck

Stage





ADMINISTRATION

**City Council Date: May 16, 2022
CONSENT AGENDA**

Consider approval of short-term special use permit for the Prairie Village Art Fair at the Prairie Village Shops

BACKGROUND

The Prairie Village Merchants Association will be holding its annual Art Fair June 10 - 12, 2022. Per the Kansas Alcoholic Beverage Control Division, a City ordinance is not required for the extension because the event will be held entirely on private property. Tenants that wish to serve alcohol outside of their normal facilities will still be required to get a temporary premise extension from the State. The Prairie Village Police Department and Public Works Department are aware of the event and will coordinate with the shopping center as needed.

RECOMMENDED MOTION

Staff recommends that the City Council approve a short-term special use permit approving the Prairie Village Art Fair at the Prairie Village Shops.

ATTACHMENTS:

Short-Term Special Use Permit application
Site Map

PREPARED BY:

Adam Geffert
City Clerk
May 11, 2022



SHORT-TERM SPECIAL USE PERMIT
APPLICATION
City of Prairie Village, Kansas

Application Date: May 12, 2022

\$25 Application fee

Name: Rachel Fletcher

Email address: rfletcher@firstwash.com (circle one) Mail copy OR Email copy to me

Organization: GRI Shops of Prairie Village c/o First Washington Realty

Phone: 913-399-7305

Address: 6971 Tomahawk Road City / State / Zip: Prairie Village, KS 66208

Is the organization (check all that apply):

Non-profit Civic Incorporated
 Authorized to do business in the State of Kansas

USE: Sale / activity Trade show Street Fair
 Exposition Promotional venture / entertainment

Please give a complete description of proposed use: The 2022 Prairie Village Art Show will feature 100 artists, food and drink, activities, and live music.

Location: 6950 Mission Lane, Prairie Village, KS 66208

Attach any descriptive materials such as plans, maps, or size dimensions, etc. to better illustrate the proposed use.

Please indicate what types of signs, flags or other devices will be used to attract attention: Banners will be hung and signs will be temporarily in the ground around The Shops of Prairie Village to promote the 2022 Art Show through the month of May and early June. We will also have a balloon arch at the entry of the art show booths from June 10-12, 2022.

Date(s) of Event: June 9, 2022 - June 12, 2022

Hours of Operation: 10:00 AM - 10:00 PM

Estimated accumulation of automobiles: 1,000 and persons: 10,000 (over 3 days)

Other characteristics and effects on neighborhood: We will have live music playing from 7-10 PM on Friday, June 10th and Saturday, June 11th.

Submitted by:

Rachel Fletcher
(Signature of applicant)

See reverse for conditions of approval

Amount received \$25⁰⁰ Date 5/12/22 Rec'd by JV
CC # 209967

As outlined in Chapter 19.34 of the Prairie Village Municipal Code, the City Council may, upon application by the proponent, issue a short-term temporary use permit for a period of no more than thirty days for the use of a specific parcel of land for such temporary uses as charitable, civic, or sales and activities, trade shows, street fairs, expositions, promotional ventures and entertainment, without publication or posted notice, provided the following conditions are met:

1. The applicant shall submit in written form a complete description of the proposed use, including drawings of proposed physical improvements, estimated accumulation of automobiles and persons, hours of operation, length of time requested, and other characteristics and effects on the neighborhood;
2. If approved, a specific time period shall be determined and the short-term permit shall not be operated longer than the period stipulated in the permit;
3. Upon the cessation of the short-term permit, all materials and equipment shall be promptly removed and the property restored to its normal condition. If, after giving full consideration to the effect of the requested short-term permit on the neighborhood and the community, the Mayor or his/her designee deems the request is reasonable, the permit for the short-term use may be approved. Conditions of operation, provision for surety bond, and other reasonable safeguards may be written into the permit. **In addition, the Chief of Police and/or the Fire Chief may impose requirements or restrictions when public safety or the general welfare of the public is a matter of concern based on the venue or expected volume of participants.** Such permit may be approved in any zoning district.
4. A fee of twenty-five dollars shall be charged for the applicant for each short-term special use permit.
5. If the applicant is not the property owner, a letter shall be supplied to the City from the Owner, and the tenant, if applicable; stating that the activity meets their approval.

If you plan on having a large tent or open flames, contact Consolidated Fire District No. 2 at 913-432-1105.

If you are serving food, contact the Kansas Department of Agriculture, Food Safety & Lodging at 785-296-5600.

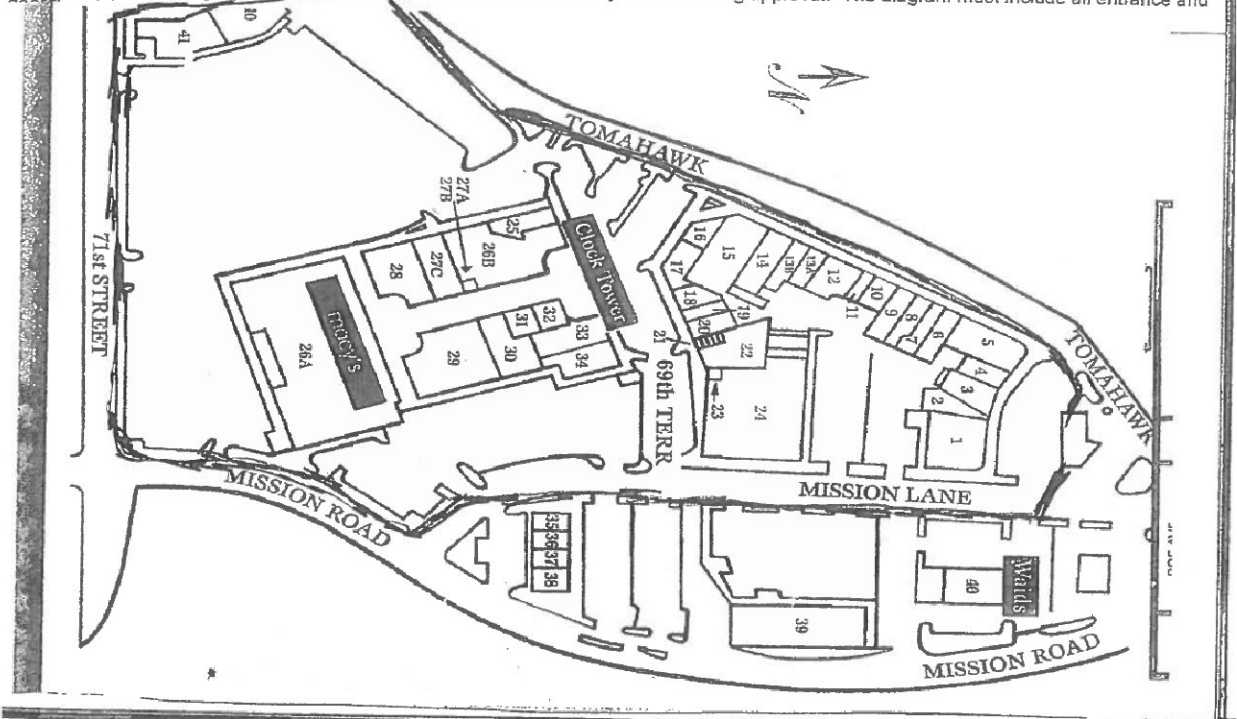
Date application approved: _____

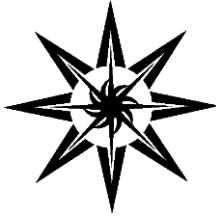
Conditions of approval:

Mayor Eric Mikkelson

SECTION 6 – DIAGRAM: Complete for On-Premise and Special Events only.

In the space below, in ink, a complete sketch of the premises which you are seeking approval. The diagram must include all entrance and





PUBLIC WORKS DEPARTMENT

Council Meeting: May 16, 2022

COU2022-43 CONSIDER BID AWARD FOR THE INSTALLATION OF TWO ELECTRIC VEHICLE CHARGING STATIONS TO TEAGUE ELECTRIC AND TRANSFER \$20,000 FROM BUILDING RESERVE TO PROJECT ELEC2020.

RECOMMENDATION

Approve bid award for the installation of two electric vehicle charging stations to Teague Electric for \$38,943.00 and transfer \$20,000 from Building Reserve to Project ELEC2020.

BACKGROUND

Included in the CIP is a project to install, on city property, an electrical vehicle charging station for the general public use. On September 20, 2021 City Council approved the location to be in the City Hall Parking lot adjacent to the Skate Park. Each charging station unit will consist of two vehicle chargers each so four vehicles could charge at the same time. These charging stations will be similar to all the Evergy charging stations as well as the public charger installed at the new Public Works Facility. They will operate under the Charge Point network similar to all the others in Prairie Village.

This project was originally funded at \$20,000 in the 2020 budget and was based on figures received from Evergy. Current costs are significantly higher.

Below is a summary of the bids received.

Pro Circuit Inc.-	\$38,614.25
Teague Electric-	\$38,943.00

The bids are very close and it is recommended to award this work to Teague Electric even though their bid is \$328.75 more than the Pro Circuit Inc. bid. Based on my conversations with both companies I feel Teague Electric has a better understanding of the installation of electric vehicle charging stations. They were also the contractor who installed the charging station at the Public Works Facility.

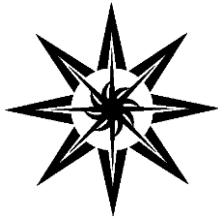
FUNDING SOURCE

2020 CIP funding for Project ELEC2020-	\$20,000
Funds transferred from Building Reserve to ELEC2020-	<u>\$20,000</u>
Total Project Funding-	\$40,000

PREPARED BY

Keith Bredehoeft, Public Works Director

May 11, 2022



PUBLIC WORKS DEPARTMENT

Council Meeting Agenda: May 16, 2022

COU2022-46 CONSIDER APPROVAL OF DESIGN AGREEMENT WITH LAMP RYNEARSON FOR THE DESIGN OF THE POOL REPAIRS FOR THE LAP AND ADULT POOLS.

RECOMMENDATION

Move to approve the design agreement with Lamp Ryneerson for the design of the pool repairs for the Lap and Adult pools in the amount of \$101,746.

BACKGROUND

Upon opening the pools in 2021 it was determined that there was significant water loss in the Adult and Lap pools. These pools share a surge pit and thus essentially function as a single pool. After significant leak detection was performed, repairs were made to two locations where the cast iron pipes had deteriorated and had significant holes in them. The pipes were deteriorating from the outside of the pipe so it is virtually impossible to determine how much piping may be in a similar condition. Even with the ability to camera the pipes we can't see what is happening to the outside of the pipes. The pool itself is over 60 years old with the cast iron pipes being replaced about 30 years ago. Given the age of these pipes and the deterioration that is happening replacing the piping system is needed.

We are requesting to use Lamp Ryneerson to help us design this project. Their aquatics division has provided significant assistance to the City over the years as a consultant for the entire pool complex. Given their knowledge of the pool complex and our working relationship with them we are requesting approval of this design contract.

This contract will include initial on site survey as well as document preparation. They will explore and come up with 4 possible solutions to replacing the piping. There are other solutions other than just replacing the piping as it is today. They will engage the construction industry to help us determine the best and most economical solution. After a solution is determined they will design a full set of construction drawings and specifications. They will also provide basic construction services including shop drawing review, attend meetings, and will be available for any questions as they arise.

It is expected to begin construction around October 1, 2022 with full completion in the spring of 2023 prior to the opening of the pool complex.

FUNDING SOURCE

ARPA funds will be used for this project.

ATTACHMENTS

1. Agreement with Lamp Ryneerson

PREPARED BY

Keith Bredehoeft, Public Works Director

May 12, 2022



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

Lap and Adult Pool Piping Repairs at Harmon Park Pool

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208 (hereinafter called the "**City**"), and Lamp Rynearson, Inc., a corporation with offices at 9001 Stateline Road, Kansas City, Missouri (hereinafter called the "**Consultant**").

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the lap and adult pool piping repairs at Harmon Park Pool, hereinafter called the "**Project**",

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

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

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

Article I City Responsibilities

- A. Project Definition.** The City is preparing to design and construct certain lap and adult pool piping repairs at Harmon Park Pool, as the Project.
- B. City Representative.** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Consultant's services for the Project.
- C. Existing Data and Records.** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third-party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third-party rights that Consultant observes. To the extent permitted under Kansas law, City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.
- D. Review For Approval.** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. Standard Details.** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. Submittal Review.** The City shall diligently review all submittals presented by the Consultant in a timely manner.

- G. The City has funds allocated for the Project.

Article II Consultant Responsibilities

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

Article III Scope of Services

- A. **Design Phase.** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this Project including, but not limited, to the following phases and tasks. The scope is generally defined below.
 - 1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
 - 2. Review with City staff, the list of issues Public Works staff experiences, available plans, as-builts (if any), previous studies, and pertinent information regarding the Project.
 - 3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Existing conditions.
 - 4. Topographic Survey. Perform topographic survey as follows:
 - a. Tie survey data to State Plane Coordinates and Johnson County Datum.
 - b. Survey adult and lap swimming pools and surrounding deck, picking up concrete joints, pool inlets, pool main drains, deck drains, deck hatches, deck features including lifeguard stands, shades, gates and fencing.
 - c. Collect drone photography and tie imagery to the surveyed data.
 - 5. Design analysis:
 - a. Develop four alternative design alternatives.
 - b. Define advantages/disadvantages in matrix or narrative form. Provide budgetary costs for design alternatives deemed to be feasible.
 - c. Provide plan and concept detail sketches to adequately convey the design intent of each feasible design alternative.
 - d. Present a design memorandum including the work products described above.

- e. Meet with the City to review memorandum; the intent of the meeting to select an alternative to advance to preliminary design.
 - (1) Define other project details consisting of:
 - (a) Need for additional topographic survey, site reconnaissance, destructive testing, or pot-holing (or equivalent) for locating existing underground pipes and conduits.
 - (b) Construction limits, including Contractor's point(s) of access, lay-down and staging area, field office location.
 - (c) Contractor's site security requirements.
 - (d) City's regulations and requirements, Standard Details, Standard Construction Notes and Specifications applicable to the project.
 - (e) City's intended pay structure with Contractor (Lump sum, unit prices, allowances, etc.)
- 6. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features within the proposed construction limits.
 - c. Plan sheet(s) showing existing utilities, sanitary sewer, water, gas, pool piping, electric, sound system conduits, lighting conduit, telephone based on existing plans or personal knowledge of City staff.
 - d. Plan sheet(s) showing locations/limits of selective demolition.
 - e. Plan sheet(s) showing layout of replacement proposed pool piping system.
 - f. Typical sections to describe selective demolition and proposed pool piping system
 - g. Typical details related to pool deck and features, fencing, railings affected by the project.
 - h. Typical details related to pool finishes, pool details affected by the project.
- 7. Submit one set (one full size and one-half size) of preliminary (60% completion) construction plans for City review.
- 8. Review City's standard design details, specifications, and construction notes and identify project specific specifications required to complement City standards.
- 9. Contact Johnson County Health Department Swimming Pool staff to discuss scope of repair work. Present one set (half size) of preliminary plans to Johnson County Health Department if they request it.
- 10. Perform field check with City.
- 11. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
- 12. Attend and prepare minutes for up to three (3) project meetings and disperse the minutes to City representative and all other attendees within five working days.
- 13. Prepare final documents based on review and comments from City and other review agencies of the preliminary plans.
- 14. Prepare specification to supplement the Standard Construction project manual for City review.

15. Submit one half size set of final (95%) plans and specifications for City review.
16. Submit one half-size set of either final (95%) or bid ready (100%) plans and specifications to Johnson County Health Department for review and approval, as required.
17. Prepare a final opinion of probable construction cost based on historical unit prices.
18. Provide to the City a spreadsheet of the construction quantities for each pay item to be field measured, if any.
19. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
20. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

B. Construction Services Phase. Construction services will be provided and include the following.

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

Article IV Time Schedule

A. Timely Progress. The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.

B. Authorization to Proceed. If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

C. Force Majeure. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances;

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

D. Completion Schedule. Recognizing that time is of the essence, the Consultant shall complete the scope of services as specified in the Scope of Services:

Design Phase: August 31, 2022

Issued to Contractor: Approximately October 1, 2022

Article V Compensation

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

Design Phase: \$ 85,886.00

Construction Services Phase: \$ 15,860.00

Total Fee for Project: \$ 101,746.00

B. Invoices. The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.

C. Direct Non-Salary Costs. The term "**Direct Non-Salary Costs**" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

D. Monthly Invoices. All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.

E. Fee Change. The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

A. Opinion of Probable Cost and Schedule. Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

B. Quantity Errors. Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

C. Reuse of Consultant Documents. All documents, including the plans and specifications

provided or furnished by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. To the extent permitted under Kansas law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

D. Reuse of City Documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the express written permission of the City.

E. Insurance. The Consultant shall procure and maintain, at its expense, the following insurance coverage:

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

F. Insurance Carrier Rating. Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's agents is non-contributing as respects the work of Consultant.

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

H. Waiver of Subrogation. Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

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

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

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

L. Indemnity. To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

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

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

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

P. Written Consent to Assign. Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without City's consent, and except to the extent that any assignment, subletting or transfer is mandated

by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

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

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

Article VII Federal Terms and Conditions

A. Consultant agrees to comply with the requirements of section 603 of the of the Social Security Act, as added by the American Rescue Plan Act of 2021 (collectively, the "**Act**") and regulations adopted by the U.S. Department of Treasury ("**Treasury**") pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, as set forth in further detail below, and Consultant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement and the Project.

B. Federal regulations applicable to this Agreement and the Project may include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this Agreement and the Project may include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

D. Other regulations and executive orders that may pertain to this Agreement and the Project include:

1. Publications. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
2. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
3. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant should encourage its employees to adopt and enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.
4. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

City:

CITY OF PRAIRIE VILLAGE, KANSAS

Consultant:

Lamp Rynearson, Inc.

By: _____
Eric Mikkelson
Mayor

Address for giving notices:

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

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

ATTEST:

By: _____
Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
David E. Waters, City Attorney

By: _____
Printed Name: Terry Atkins
Title: Chief Operating Officer

Address for giving notices:

Lamp Rynearson, Inc.
9001 Stateline Road
Kansas City, MO 64114

Telephone: 816-361-0440
Email: andy.smith@lamprynearson.com

EXHIBIT A

PROJECT NAME: 022056.01 Prairie Village Pool Piping Repairs

PREPARED BY: ADS

DATE: 5/12/2022

	Andy	Kyle	Jeff	Brian	Imari	Maggie	Christine	Kellen	2-Man Survey Crew	3D applications specialist	TASK TOTALS	
	Project Manager	QA/QC	Designer	Designer	Asst. Proj. Engr.	Project Engineer	Project Admin	Lead Surveyor			HOURS	FEE
BILLING RATE	\$ 252	\$ 178	\$ 132	\$ 108	\$ 108	\$ 127	\$ 90	\$ 167	\$ 200	\$ 98		
Task												
Project Initiation												\$7,009
Start up meeting and prep (Item 1 in scope)	3	0	0	0	0	0	2	0	0	0	5	\$ 936
Review of existing work (item 2 in scope)	1	0	0	2	0	8	1	0	0	0	12	\$ 1,574
Topographic Survey (Item 4 in scope)	0	0	0	0	0	0	0	3	7	3	13	\$ 2,195
Field reconnaissance (item 3 in scope)	4	0	0	12	0	0	0	0	0	0	16	\$ 2,304
Design Analysis (item 5 in scope)	0	0	0	0	0	0	0	0	0	0	0	\$11,264
Develop 4 alternatives	2	0	0	0	0	8	0	0	0	0	10	\$ 1,520
Comparative Analysis Matrix/Narrative	2	0	0	0	0	6	0	0	0	0	8	\$ 1,266
Budgetary Cost Estimate	1	0	0	4	0	8	0	0	0	0	13	\$ 1,700
Plan and Concept Detail Sketches	0	0	0	32	0	0	0	0	0	0	32	\$ 3,456
Draft Design Memorandum	2	2	0	0	0	12	0	0	0	0	16	\$ 2,384
Meet to review with City	2	0	0	0	0	2	2	0	0	0	6	\$ 938
Preliminary Construction Plans (item 6 in scope)	0	0	0	0	0	0	0	0	0	0	0	\$30,022
Project Title Sheet	1	0	0	4	0	0	0	0	0	0	5	\$ 684
General Site Plan	1	0	0	16	0	8	0	0	0	0	25	\$ 2,996
Existing Pool Layout Plan	1	0	0	40	0	8	0	0	0	0	49	\$ 5,588
Pool Demolition Plan	1	0	0	16	0	8	0	0	0	0	25	\$ 2,996
Pool Layout Plan	1	0	0	16	0	8	0	0	0	0	25	\$ 2,996
Pool Piping Plan	1	0	0	16	0	8	0	0	0	0	25	\$ 2,996
Pool Deck Plan	1	0	0	16	0	8	0	0	0	0	25	\$ 2,996
Pool Sections	1	0	0	16	0	8	0	0	0	0	25	\$ 2,996
Pool Concrete and Piping Details	1	0	0	16	0	12	0	0	0	0	29	\$ 3,504
Internal Review	2	8	0	0	0	0	0	0	0	0	10	\$ 1,928
Submit for City Review	0.5	0	0	2	0	0	0	0	0	0	2.5	\$ 342
Final Design Plans (items 7 thru 20 in scope)	0	0	0	0	0	0	0	0	0	0	0	\$ -
Review City Standard details, notes and specifications	4	0	0	0	0	8	0	0	0	0	12	\$ 2,024
Contact JOCO Health Dept re: need for construction permit	0	0	0	0	0	3	0	0	0	0	3	\$ 381
Field Check with PW Staff	4	0	0	4	0	0	0	0	0	0	8	\$ 1,440
Opinion of Probable Cost	4	0	0	8	0	8	0	0	0	0	20	\$ 2,888
Project Review Meetings (3) plus prep and minutes	5	0	0	0	0	0	10	0	0	0	15	\$ 2,160
Prepare supplementary technical specifications	4	0	0	0	0	12	10	0	0	0	26	\$ 3,432
Final Opinion of Probable Cost	2	0	0	4	0	8	0	0	0	0	14	\$ 1,952
Internal Review	0.5	6	0	0	0	0	0	0	0	0	6.5	\$ 1,194
Prepare spreadsheet of quantities for pay items, if any	1	0	0	4	0	4	0	0	0	0	9	\$ 1,192
Submit bid ready documents	0	0	0	4	0	0	2	0	0	0	6	\$ 612
Construction Services Phase	0	0	0	0	0	0	0	0	0	0	0	\$ -
Prep, attend, and document Pre-con meeting (Item 1)	3	0	0	0	0	0	4	0	0	0	7	\$ 1,116
Periodic consultation when requested by client (Item 2)	12	0	0	0	0	24	0	0	0	0	36	\$ 6,072

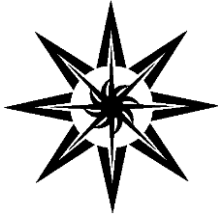
Review Shop Drawings and submittals (Item 3)	0	0	0	0	0	40	0	0	0	0	40	\$ 5,080
Plan revisions due to unforeseen conditions (Item 4)	8	2	0	12	0	24	0	0	0	0	46	\$ 6,716
Final Record Drawings (Items 5 and 6)	1	0	0	8	0	0	2	0	0	0	11	\$ 1,296
Four project meetings, when directed by Client	8	0	0	0	0	0	2	0	0	0	10	\$ 2,196
	0	0	0	0	0	0	0	0	0	0	0	\$ -
TOTAL HOURS	85	18	0	252	0	243	35	3	7	3	646	
TOTAL LABOR	\$ 21,420	\$ 3,204	\$ -	\$ 27,216	\$ -	\$ 30,861	\$ 3,150	\$ 501	\$ 1,400	\$ 294		\$ 88,046

EXPENSES

MILEAGE	\$ 100		
POSTAGE			
PRINTING			
SURVEY EQUIPMENT	\$ 100		
DREXEL			
LODGING			
MEALS			
TOTAL EXPENSES	\$ 200		\$ 200

SUB CONSULTANTS

PKMR (Electrical)	\$ 6,000		
PACKARD (Structural)	\$ 7,500		
ARCHITECT			
TOTAL SUBCONSULTANTS	\$ 13,500		\$ 13,500
			\$ 101,746



ADMINISTRATION

Council Committee Meeting Date: May 16, 2022

COU2022-44: PROTOCOLS FOR ADDING NEW AGENDA ITEMS

BACKGROUND & DISCUSSION

Councilmember Limbird suggested we conduct a refresher on the protocols for adding new agenda items. The following language was discussed and established during the Council Work Session in 2019

Upon request and in consultation with current and immediate past Council Presidents, Mayor and staff recommend the following proposed guidelines as a starting point for a discussion to identify best practices for Council to add agenda items. Although we could adopt a Council policy, this is not necessarily a recommendation that we do so vs. informally identifying "best practice" guidelines.

As duly elected representatives, each Council member has the right to raise any new issue, and make any motion, in order (with a very few exceptions such as intentionally disruptive or defamatory topics) to a certain extent during New Business at any Council meeting. But the goal here would be that except in rare circumstances, these adopted "best practice" procedural guidelines would be voluntarily followed in the interest of good process.

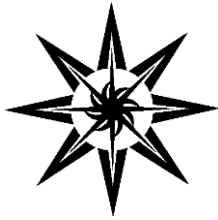
New items proposed by a Council member should generally be first raised at a CCOW meeting to determine whether there is enough support to warrant significant staff time and/or moving to Council agenda.

Exceptions and clarifications:

- There should be a corresponding relatively easy and transparent way for any Council member to raise an issue and seek to garner support at a CCOW meeting, including access to the CCOW agenda. For example, a set "New Business" agenda slot on every CCOW agenda where suggestions would be allowed, and if any two Council members request it in writing (email) to the City Administrator, Council President and Mayor at least a week in advance, an item will be specifically placed on a future CCOW agenda.
- As an exception, if there is a reasonable need or significant benefit for urgency, any Council member can raise an issue for the first time at Council during "New Business" and seek to garner support there.
- Mayor/staff retain their absolute right to place any item on any Council or CCOW agenda, and reasonable discretion to adjust agendas based on availability of key personnel, even distribution of workload across meetings, etc.

PREPARED BY

Wes Jordan
City Administrator
May 9, 2022



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 16, 2022

COU2022-45 CONSIDER AGREEMENT WITH TRANSYSTEMS FOR TRAFFIC STUDY ON NALL AVENUE FROM 67TH STREET TO 75TH STREET

RECOMMENDATION

Move to approve the agreement with Transystems for the traffic study of the Nall Avenue corridor from 67th Street to 75th Street in the amount of \$22,000.

BACKGROUND

This agreement is to update the traffic study performed by Transystems approximately 10 years ago on the Nall Corridor. This study will focus on the section of Nall Avenue from 67th Street to 75th Street to determine if reduction of lanes from 4 to 3 is appropriate given the volume of cars and turning traffic. Included in the new layout will be dedicated bike lanes per the City of Prairie Village and the City of Overland Park Bike/Ped plans.

The result of the study will lay the foundation for the design used in the upcoming CARS project on this corridor.

The CARS project was approved as part of the overall Prairie Village CARS submittal at the April 18th Council meeting for 2023 and is a joint project with the City of Overland Park.

FUNDING SOURCE

Funding is available in the CIP project NAAV0005.

ATTACHMENTS

1. Agreement with Transystems

PREPARED BY

Melissa Prenger, Senior Project Manager

May 11, 2022



TranSystems

2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
www.transystems.com

4/19/22

Ms. Melissa Prenger, PE
Sr. Project Manager
Prairie Village Public Works
3535 Somerset Drive,
Prairie Village, KS 66208

**Re: Letter Agreement for Professional Consulting Services
on Nall Corridor Study Update (the "Project")**

Dear Ms. Prenger:

TranSystems is pleased to submit this proposal to provide professional consulting services for Prairie Village on the above referenced Project. The city wishes to revisit the 67th to 75th Street section of the Nall Corridor study to review whether a road diet can be implemented in the area and include a bike lane through the project without affecting operations. TranSystems will conduct an update to the 67th to 75th Street section of the Nall Corridor study dated February of 2010. The study will focus on road diet options including bike lanes for that section of the roadway, and how it will transition at each location.

This letter details the services TranSystems proposes to perform in connection with the Project, the pricing at which TranSystems proposes to perform these services, the schedule for completing these services and the assumptions upon which TranSystems has based this proposal. If the proposal outlined in this letter is acceptable, TranSystems would request that you indicate your acceptance of this proposal by executing this letter agreement in the space provided below.

SCOPE OF SERVICES

In connection with the above referenced Project, TranSystems shall perform the following described Services:

1. Inventory the existing study intersections identifying lane configurations, traffic control devices, roadway functional classification, speed limits and sight distances. The study intersections are to include:
 - 67th Street
 - 68th Street
 - 69th Street
 - 69th Terrace
 - 70th Street
 - 70th Terrace
 - 71st Street
 - 71st Terrace
 - 72nd Street
 - 72nd Terrace
 - 73rd Street
 - 73rd Terrace
 - 74th Street
 - Tomahawk Road
 - 75th Street
2. Conduct daily traffic volume counts at the locations listed below. Counts will be conducted on a typical Tuesday, Wednesday or Thursday with information collected in 15-minute intervals.
 - Nall Avenue north of 75th
 - Nall Avenue south of 67th
3. Conduct A.M., midday and P.M. peak hour turning movement counts (assumed 7:00-9:00; 11:00-1:00 and 3:00-6:00) at the signalized intersections:
 - 67th Street
 - 71st Street
 - 75th Street

4. The majority of the intersections in Task 1 will not be directly recounted, but volumes from the previously completed 2010 study will be adjusted based on data obtained from the turning movement counts conducted in Task 3.
5. Develop up to two (2) typical section concepts for a road diet of the Nall Avenue study corridor that illustrate widths and options for proposed travel lanes, bike lanes, and pedestrian accommodations (widened sidewalks/paths).
6. Conduct peak hour volume/capacity analyses at the study intersections listed in Task 1 for the following development scenarios:
 - Existing Conditions
 - Existing plus Road Diet and Bike Lane conditions
7. Document the results of the study in a brief report including:
 - Up to two (2) conceptual figures depicting improvement and pavement markings
 - Up to two (2) typical sections for the conceptual improvements
 - Technical analysis worksheets.

Please note that one (1) meeting with city staff has been included in this scope of services. Preparation for and attendance at additional meetings will be billed as Additional Services on a time and materials basis in accordance with the general provisions of this Agreement.

SCHEDULE

TranSystems anticipates that the Services outlined above can be completed within 6 weeks following acceptance of this proposal.

COMPENSATION

As compensation for the performance of the above-described Services, TranSystems will be reimbursed by the Client on a time and materials basis according to our standard hourly rates in effect at the time the services are performed up to a maximum fee of Twenty Two Thousand Dollars (\$22,000.00). Invoices will be sent monthly and will be based on the total Services actually completed as of the time of billing.

If Client fails to make any payment due TranSystems for services and expenses within thirty (30) days after receipt of TranSystems' statement therefore, the unpaid contract balance shall accrue interest at the lesser of: i) 1.5% per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TranSystems shall bear said rate of interest from the thirtieth day after Client's receipt of TranSystems' statement, until the entire unpaid balance has been paid to TranSystems. In addition to being entitled to interest, TranSystems may, after giving seven (7) days written notice to Client, suspend services under this Agreement until TranSystems has been paid in full all amounts due for Services, expenses and charges.

ASSUMPTIONS

This proposal and TranSystems' agreement to perform the Services is based upon, and subject to, the following assumptions, which were developed during our discussions with Prairie Village:

- The existing Nall study dated February 2010 is still overall valid, and this is a general update to look at the alternative of a road diet with bike lanes.
- No crash data, traffic signal warrant analysis, speed data, or other traffic information not specifically mentioned in the scope of services will be conducted.

SPECIAL AND EXTRA SERVICES

Extra services will be provided in addition to those required to complete the scope of services described above, as requested by the Client. Such services may include: meetings with the design team, city or state personnel; attendance and presentation of the study results at public meetings; additional study elements identified by the Client; additional information requested by the Client; special trips requested by the Client other than those required to complete the original scope of services; special services which may be required if the work is suspended or abandoned; additional analyses due to changes in the proposed project; or any special engineering services not required to complete the original scope of service which may be requested by the Client. Payment to TranSystems as compensation for these services will be in addition to the contract amount identified above in the Compensation section. TranSystems will be reimbursed by the Client for these services on a time and materials basis according to our standard hourly rates in effect at the time the services are performed.

GENERAL PROVISIONS

Prairie Village grants to TranSystems during the term of this agreement and thereafter a non-exclusive license to use its name and logo in TranSystems' marketing materials such as press releases, case study briefs/project summaries, TranSystems' website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until Prairie Village shall terminate and revoke the same by giving TranSystems 60 days advanced written notice thereof whereupon at the end of 60 days the licenses shall be deemed terminated.

Services performed by TranSystems under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those set forth in this Agreement. To the fullest extent permitted by law, TranSystems shall not, in any event, be liable to the Client for any special, indirect, incidental or consequential damages. These, include, but are not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue, increased cost of operation, cost of capital, or the cost of new or replacement equipment or systems or power. TranSystems' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to the Client for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services shall not exceed the total compensation received by TranSystems under this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

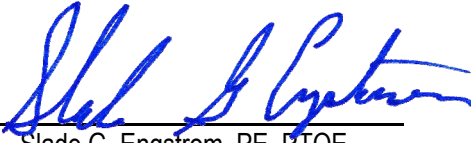
The proposal outlined in this Letter is valid for 120 days.



We sincerely appreciate the opportunity to work with you on this Project. If you concur with the proposal outlined in this Letter of Agreement, please execute the enclosed extra copy and return it to TranSystems. Unless otherwise instructed by the Client in writing at the time you return the executed copy of this Letter Agreement, TranSystems will consider the executed Letter Agreement as our notice to proceed. Please let us know if you have any questions or need any further information.

Sincerely,

TranSystems Corporation

By: 
Slade G. Engstrom, PE, PTOE



ACCEPTANCE

The Client hereby accepts the proposal outlined above and does hereby engage TranSystems to perform the Services described above, on the terms and conditions set forth in the forgoing Letter Agreement. The Client accepts and agrees to the terms and conditions of the foregoing Letter Agreement.

Client Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Contact/Billing Information:

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-Mail: _____



**TranSystems Corporation
Schedule of Hourly Rates for 2022
Kansas City Office**

Classification	Rate	Classification	Rate
Technician V	\$201	Principal/Structural Engineer V	\$296
Technician IV	\$141	Structural Engineer IV	\$253
Technician III	\$115	Structural Engineer III	\$205
Technician II	\$90	Structural Engineer II	\$148
Technician I	\$74	Structural Engineer I	\$109
Scientist III	\$141	Electrical Engineer IV	\$227
Scientist II	\$116	Electrical Engineer I	\$137
Scientist I	\$81	Principal/Civil Engineer V	\$358
Surveyor V	\$166	Civil Engineer IV	\$254
Surveyor IV	\$116	Civil Engineer III	\$195
Surveyor III	\$101	Civil Engineer II	\$148
Surveyor II	\$79	Civil Engineer I	\$110
Surveyor I	\$59	Construction Services IV	\$142
Planner IV	\$258	Construction Services III	\$140
Planner III	\$211	Construction Services II	\$99
Planner II	\$133	Construction Services I	\$79
Planner I	\$99	Architect IV	\$243
Industry Specialist V	\$390	Architect III	\$226
Industry Specialist IV	\$295	Architect II	\$100
Industry Specialist III	\$230	Marketing Administrator III	\$200
Inspector V	\$237	Marketing Administrator II	\$115
Inspector IV	\$136	Marketing Administrator I	\$56
Inspector III	\$98	Administrative Manager I	\$200
Inspector II	\$78	Administrator II	\$109
		Administrator I	\$70

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost. Vehicle mileage to be paid at the current IRS rate per mile.
 The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2022. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

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 16, 2022

Ad Hoc Civic Center Committee	05/19/2022	4:00 p.m.
Finance Committee	05/25/2022	4:00 p.m.
Environmental Committee	05/25/2022	5:30 p.m.
VillageFest Committee	05/26/2022	5:30 p.m.
Prairie Village Pool opens	05/28/2022	12:00 p.m.
Memorial Day – City offices closed	05/30/2022	
JazzFest Committee	06/01/2022	5:30 p.m.
Tree Board	06/01/2022	6:00 p.m.
City Council	06/06/2022	6:00 p.m.

INFORMATIONAL ITEMS
May 16, 2022

1. Planning Commission meeting minutes – February 1, 2022
2. Environmental Committee meeting minutes – February 23, 2022
3. Parks and Recreation Committee meeting minutes – March 9, 2022
4. Environmental Committee meeting minutes – March 23, 2022
5. Tree Board meeting minutes – April 6, 2022
6. Diversity Committee meeting minutes – April 12, 2022
7. JazzFest meeting minutes – April 28, 2022

**PLANNING COMMISSION MINUTES
FEBRUARY 1, 2022**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, February 1, 2022 at 7:00 p.m. Due to the COVID-19 pandemic, Commission members attended a virtual meeting via the Zoom software platform. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: James Breneman, Patrick Lenahan, Melissa Brown, Nancy Wallerstein and Jeffrey Valentino.

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

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the January 4, 2022 regular Planning Commission meeting. Mrs. Wallerstein seconded the motion, which passed 6-0.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2022-102 Site Plan Approval for Building Addition
 Shawnee Mission East High School
 7500 Mission Road
 Zoning: R-1A
 Applicant: Duane Cash, Incite Design Studio

Mr. Brewster stated that the applicant was proposing a 7,600 square feet, two-story addition on the north side of the existing high school building, including multipurpose learning space, two classrooms, storage, and an outdoor environmental learning area. The existing building is approximately 375,000 square feet, with a total footprint of 210,000 square feet. The addition would be built in an existing courtyard area framed by two existing wings of the building that each extend further to the north and closer to 75th Street. The total area for the project is approximately 0.6 acres.

The proposed addition meets all building design criteria in the site plan review standards. However, the landscape plan proposes removing four existing trees and planting three new trees, which would not meet the requirements of the tree protection ordinance. Instead, eight replacement trees would need to be planted due to the sizes of the trees being removed.

Mr. Brewster stated that staff recommended approval of the site plan for the building addition and outdoor environmental learning space at 7500 Mission Road with the condition that five additional replacement trees be planted between the proposed addition and 75th Street.

Mrs. Wallerstein asked if ADA-compliant ramps would be installed in the outdoor area along with the stairs and terraced areas.

Applicant Duane Cash of Incite Design Studio, 7200 West 75th Street, Overland Park, was present to discuss the application. He stated that the top and bottom of the terraced areas were both ADA-accessible from the outside of the building, but getting from one to the other would require someone to use an elevator inside the planned addition.

Mr. Breneman asked if the terraced areas would be covered with grass. Mr. Cash stated that some sections would be sodded, while others would be covered with native grasses which would be used as an educational tool by the science department.

Mr. Lenahan made a motion to approve the site plan with the condition that five trees be planted between the addition and 75th Street. Mr. Breneman seconded the motion, which passed 6-0.

OTHER BUSINESS

Election of Officers

Ms. Brown made a motion to reelect the current slate of officers:

- **Mr. Wolf, Chair**
- **Mr. Breneman, Vice-Chair**
- **Mr. Geffert, Secretary**

Mrs. Wallerstein seconded the motion, which passed 5-0, with Mr. Wolf in abstention.

ADJOURNMENT

With no further business to come before the Commission, Chair Greg Wolf adjourned the meeting at 7:20 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

The Prairie Village Environmental Committee met via Zoom on Wednesday, February 23, 2022, at 5:30 p.m.

The meeting was called to order at 5:31

Members in attendance:

Chair – Piper Reimer

Co-Chair – Greg Shelton

Staff liaison – Ashley Freburg

Committee members – Stephanie Alger, Magda Born, Johnanna Comes, Rich Dalton, Nathan Kovac, Laura Lyons, Penny Mahon, McKenna Owens, Warren Smith, Margaret Thomas, Rick Wohlfarth,

Teen Council – Kate Whitefield, Ayla Ozkan

Agenda

Johanna moved to approve the agenda. Rich seconded the motion. All were in favor.

Magda moved to approve the minutes from the January meeting. Penny seconded the motion. All were in favor.

Presentation

Dynamhex

Sunny Sanwar gave the committee an overview of the Dynamhex carbon emissions tracking software that is live on the City's website at <https://www.pvkansas.com/residents/carbon-emissions-tracking> and answered committee member questions.

New Business

New member introduction

Piper introduced new committee members: Johanna Comes, Rick Wohlfarth, McKenna Owens, and Warren Smith. Piper noted that Rich Dalton, Laura Lyons, Stephanie Alger, Travis Carson, and Nathan Kovac were all re-appointed to the committee.

Participation/attendance: review CP001

Piper briefly addressed Council Policy 001, which pertains to city committees. She noted that attendance is important, and the policy spells out that we expect 75% attendance. She also asked that members let the staff liaison or committee chair know if they will be unable to attend.

Subcommittees and project opportunities

Piper encouraged committee members to be on the lookout for opportunities and ideas. She also suggested that subcommittees could be formed to take on projects and tasks and keep initiatives advancing between full Environmental Committee meetings.

Old Business

Secretary

Due to a lack of volunteers to fill the role of recording secretary, Piper announced that the duty would rotate among all committee members. Starting with the March meeting, a different member will be responsible for the minutes each month.

NEJC Environmental Fair update

Go Green 2022 – Save the planet and your wallet, will be held September 17 from 9 a.m. to 1 p.m. If anyone has interest in participating on the planning committee, please let Piper know.

SleepyHead Beds update

Piper announced that the City Council approved the mattress pickup program with SleepyHead Beds in conjunction with the annual large item pickup.

December Meeting Date

The December meeting will be held December 7.

Adjournment

Rich motioned to adjourn the meeting. Nathan seconded the motion. All were in favor.

Adjourned at 6:36 p.m.

PARKS AND RECREATION COMMITTEE
5:30 p.m., March 9, 2022
Zoom

MINUTES

Public Participation

None

Reports

- Chairperson's Report – Terrence Gallagher provided the following updates:
 - Committee members must watch the KOMA video and sign a volunteer waiver sent via email by Meghan Buum.
 - BBN Architect were hired for the Windsor park restroom construction
 - The governing body started the 2023 budget process and the Parks Capital Improvement Plan that is finalized this evening will be presented to the City Council on April 4.
 - Noted Prairie Village had five Parade of Hearts sculptures placed in our community: Weltner Park, KU Eye Clinic on State Line, Corinth Square, KU Pediatrics on Mission Road, and Meadowbrook Park.
 - The Finance Committee met to determine spending of the 2022 and 2023 Transient Guest Tax. Mr. Gallagher submitted several items on the proposed CIP to get early traction and possible funding. Unfortunately, the committee felt they were better funded through the traditional budget.
 - Randy Knight and Lauren Ozburn are representatives on the re-convened Ad Hoc Civic Center Committee.

- Recreation Report— Mr. Gallagher shared that he received a request to show movies in the parks this summer. While it is unlikely that programming would come together in time for a whole series, pool management is planning to show a movie at the pool for a moonlight swim.

- Public Works Report –Melissa Prenger reported that Taliaferro Park construction should begin early this summer.

Consent Agenda

1. Minutes from February 16, 2022 – Kevin Murphy moved to approve the minutes. Jay Moorman seconded the motion and it passed unanimously.

New Business

1. Parks Master Plan/5 Year Priorities – Ms. Prenger reviewed the five year Capital Improvement Plan based on the committee's recommended priorities, total costs, and impending needs that have to be addressed within the budgeted period.

The final proposal includes:

- 2023—Signage, lighting at Skate Park and Weltner basketball court, Taliaferro play elements
- 2024—Lighting at Community Center basketball court, Bennett Park shelter and play equipment
- 2025—Franklin Park historical marker and surfacing
- 2026—Windsor Park trail and playset
- 2027—Porter Park shelter and playset

While not included in the five years CIP, the construction of the inclusive play at Harmon Park will further the need for improvements to be made to the existing restroom facility. The restroom and pavilion are currently connected and, depending on the restroom size and location, may need to be considered for improvements at the same time. The estimated costs of \$1,125,000.

This project is well over the annual project expectations for the Parks CIP, which typically averages around \$250,000 annually. The timing and funding will be brought before the Governing Body for determination.

Mr. Gallagher thanked the group for their participation in the process and making it a smooth process.

Information Items

Meeting Schedule

- May 11, 2022 – Parks Tour
- September 14, 2022
- October 12, 2022
- November 9, 2022

Adjournment

Jay Moorman moved to adjourn the meeting. Matt Geary seconded the motion and it passed unanimously. Meeting adjourned at 6 p.m.

Prairie Village Environmental Committee Meeting met via Zoom on Wednesday, March 23, 2022 at 5:30 p.m.

The meeting was called to order at 5:30

Members in attendance:

Chair – Piper Reimer

Staff Liaison – Ashley Freburg

Committee members – Stephanie Alger, Travis Carson, Johanna Comes, Rich Dalton, Nathan Kovac, Laura Lyons, Penny Mahon, Mckenna Owens, Warren Smith, Margaret Thomas, Rick Wohlfarth, Rich Dalton

Teen Council – Michael Newbold, Alya Ozkan

Agenda

The committee voted unanimously to approve the agenda as written.

The committee did not vote on the approval of the February meeting minutes.

Presentations

Johnson County DHE Recycle Right

County Commissioner Becky Fast opened by briefly mentioning current environmental movements and upcoming programs in Johnson County before handing it over to Brandon Hearn. Hearn talked about the Recycle Right campaign, which pushes to reduce contamination in recycling. He gave statistics on what staff saw while observing recycling habits of communities and putting out “oops” tags informing citizens which products in their recycling can is non-recyclable. The program is funded through the County.

Nathan motioned to have the committee recommend to the City Council that Prairie Village participate in the program. Rich seconded the motion, and it was approved unanimously.

New Business

Consider moving to in-person meeting format (City Hall, Multi-purpose room)

While the City Council is still offering a hybrid format, other committees are moving back to in-person. Nathan proposed a hybrid format. Ashley said that it is difficult for committees to hold hybrid meetings because they only have a single staff person in attendance. Nathan proposed an online format. Margaret asked if the city is pushing for in-person because of difficulty with technology. Ashley explained that the city bylaws state that all meetings will be in-person and that we are only online because we couldn't be in-person. Piper explained that there is more personal connection when meeting in-person. Most committees are moving to in-person by May. Nathan proposed that the council policies be amended to allow for online meetings (would have to go through city council). Margaret moved to have meetings in person, Travis seconded

the motion. The committee voted: 9 in favor, one opposed. Laura commented that her only opposition was because of her newborn.

Old Business

E-Recycling Event

Rick gave an overview of the information he, Mckenna, and Warren gathered about setting up an e-recycling event. They met as a subcommittee last week to talk about what they had learned and how an event might be structured and who might act as partners. Overland Park may be interested. Data security is a concern when disposing electronics while conducting this event, so curbside is not an option. A Lenexa company Adam's Cable talked with Rick about how to structure the event. The primary goal is to get re-usable materials, not to recycle everything. An event could span days or weeks rather than a single day. There is a fee for TVs and CRTs; they recommend the city does not take responsibility for the cost, but rather have the citizen cover the cost. There are certifications, we should make sure our partner has one of the two. Rick gave some rough numbers of expected costs to run an event and pay for the disposal of the objects collected. Piper asked for more information on the costs associated with a recent event in Olathe and cost differences between various mentioned organizations. Piper recommended moving forward with an e-recycling event using our existing committee budget. She recommended that the committee make a motion to ask the city council to take over cost of mattress recycling next year so we can use our budget for an annual e-recycling event.

Budget Requests

Piper suggested that the committee recommend that we ask her to put together a budget packet for a half-time staff member as a sustainability coordinator. Nathan asked about the responsibilities of a "sustainability coordinator." Piper synopsised big-picture role responsibilities: fleet vehicles, building codes, purchase of supplies, disposal of waste. After discussion, Penny made a motion to ask Piper to take the request to council, Johanna seconded. Nathan asked that the request include our desire for this staff member to be the PVEC liaison. The motion was unanimously approved.

Johanna moved to ask the council to cover the cost of an annual mattress recycling event. Nathan suggested we wait until we understand the costs before we take it to the council. Piper said that the reason she is asking for this now is because our budget is due soon. Nathan suggested taking a year break between the event this year and the next so we have time to take the data to the committee. Rick asked for the possibility of asking for a higher budget than normal so we as a committee could still cover both the e-recycling and mattress pick-up. Rich seconded Johanna's motion. Vote: 9 in support, 2 opposed.

Nathan moved to ask for our current budget again and cite e-recycling as our next expense. Rick seconded. Unanimous approval.

Mayor's Monarch Pledge

Nathan said he wanted to move forward with the Mayor's Monarch Pledge. Johanna did research about what we could do to fulfil the requirements. She suggested making seed balls we

could give to community members. Piper is talking with Public Works about pollinator plants and milkweed and with the Arts Council about having a pollinator-themed art show. Nathan moved to ask the mayor to re-take the pledge. Johanna seconded the motion, which was approved unanimously.

Announcements

Next meeting is April 27, 2022 5:30 in person at City Hall.

Adjournment

Rich motioned to adjourn the meeting. Johanna seconded the motion. All were in favor.

Adjourned at 6:57 p.m.

TREE BOARD

City of Prairie Village, Kansas

Wednesday – April 6, 2022 6:00PM Meeting Zoom Video Conference Meeting

Board Members Present: Deb Brown, Mark Morgan, Kevin Dunn, Kellen Jenkins, Beth Held, Greg Shelton, Karen Hogan. Absent: Tricia Sullentrop, Kim Biagioli.

Other Attendees: Bridget Tolle

Chair Kevin Dunn brought the meeting to order at 6:03pm.

- 1) Review and approve minutes from March 2, 2022 meeting – A correction was made to item #4 on the PV Tree Ordinance regarding that the “board has wide latitude on how it carries out that mission”. Greg Shelton motioned to approve the March 2nd minutes. Seconded by Deb Brown. All approved.
- 2) Arbor Day poster winner ceremony on April 23rd at McCrum Park – Bridget had a certificate made for the winner, Evelyn Stidham, and the Mayor presented it to her in Peggy Lawler’s 5th grade class at Highlands Elementary school. It was suggested that perhaps a member of the Tree Board could attend the presentation next year. The ceremony will be at 10am on April 23rd at McCrum Park. Two trees have been planted by PVPW in Evelyn’s honor as her poster was the overall Kansas State Champion winner. Kevin will bring refreshments. Bridget has reserved the shelter. Deb will bring coffee from Panera. Kevin will take photos of event and send to Mark to post on Tree Board website and for a Village Voice article. Bridget to send out an e-mail invitation.
- 3) Arbor Day ceremony on April 30th at Wassmer Park – Ceremony is at 10am to honor Deb Nixon. Article is going out in the May/June Village Voice. Kevin will be bring drinks and a card table. Beth will bring treats. Bridget will bring a tent as we do not have the shelter. Tree Board members asked to be there by 9:45am. Bridget will send out invites via e-mail.
- 4) Future Meetings – To Zoom or not to Zoom – Some Board members were fine with returning to in-person meetings, and a couple would rather still zoom. A suggestion was made to alternate: zoom one month and in-person next. Greg mentioned that other committees started to go back to in person meetings recently. A hybrid meeting is not an option. Mark suggested a outdoor meeting in July or August. Greg suggested it could be at a park with ongoing improvements like Harmon, Santa Fe Pavillion, Talifero, etc. Bridget will look

into reserving a shelter a month in advance. The May meeting will be planned as in-person, with a final decision communicated to board members late April.

- 5) Setting up a portal for Tree Board members – As a followup to the website work on the Tree Board’s webpage last year, a suggestion was made to create a online portal for Tree Board members to access key working documents. Greg and Mark discussed setting up a Tree Board folder on google or setting up a drop box account that can be accessed with a link and is password protected. Greg suggested a letter be sent to Wes Jordan and Tim Schwarzkopf asking for input. Kevin will draft the letter and send to Greg and Mark for review.
- 6) Strategic Plan and Outreach committee – Beth and Greg reported that they have contacted a member of the Tree Board in Fairway. May be discussing a partnership in next few weeks with our Tree Board to discuss public outreach and other tree maintenance programs. Beth mentioned also looking into a possible partnership with Mission and Roeland Park Tree Boards. Kevin will forward correspondence between Beth and Fairway tree Board to rest of OV Tree Board.
- 7) Tree Protection Law – June 1, 2022 will be the 1 year anniversary of the PV tree Ordinance. Kevin mentioned the possibility of interviewing Bridget and others at PVPW on how the past year has evolved in terms of how handling enforcement; violations; etc.
- 8) Old Business – Regarding the upcoming work at Harmon park this summer, Bridget will contact Melissa Prenger for schedule of work and what trees will be impacted. Greg mentioned that the Parks & Rec Committee recently approved a 5 year plan for PV parks..
- 9) New Business ...
 - Fall Seminar – Kevin mentioned that we need to start discussing this and will bring up at May meeting.
 - Budget – Kevin discussed the budget for Fall Street tree Planting and that it was \$5000 in 2017 for 25 trees planted. In 2020 and 2021 ~15 trees were planted. The budget for street trees will increase to \$7500 in 2023. Our annual budget of \$500 has been the same for several years. We do have approval to spend up to this amount on the Fall Seminar speaker in 2022.
- 10) Agenda for Next meeting – May 4, 2022
 - Discuss Fall Seminar

Chair Kevin Dunn adjourned the meeting at 7:00pm.

Minutes prepared by Mark Morgan

Prairie Village Diversity Committee Agenda
April, 12th, 2022
5:30 p.m.
Hybrid / Multi-Purpose Room for in person

Call to Order

Attendance Inga Selders, Cole Robinson, George Williams, Jameelah Lang, David Magariel, Melissa Brown, Karen Heath, John McKinney

Approval of Agenda – motion by Karen, David 2nd – motion passes unanimously

Opening Remarks/Welcome – Inga Selders

Approval of Meeting Minutes (03/08/22) - motion by Dennis, 2nd Karen, passes unanimously

Approval of Meeting Minutes (03/22/22) - motion by George, 2nd Karen, passes unanimously

Presentations

Remarks from the Chair Selders – affordable housing panel was a big success. Extra funding for interpretive panel in 2022 budget still hasn't been approved. Were unable to pull it from TGT, but still can pull from the general fund.

Liaison Updates

*Ad Hoc Affordable Housing Committee Update - met for final time, recommendations around zoning changes coming to council.

* Citizen Advisory Board – George Williams/Chief Roberson - No updates.

* Civil Service Board – George Williams/Chief Roberson - George reminded the group that the board will advise in the interviewing of new public safety officers and any potential disputes. New officer joining PVPD in May.

Project Updates

* BIPOC Playdate – Etienne Clatinoff Orozco/ Jameelah Lang - no update

* Interpretive Panel Update – David Magariel - Meeting with Andrew G. in a couple of weeks. Would like to narrow the scope with further conversations and present a draft at a future meeting

* Panel Discussion Update– Chi Nguyen/David Magariel/Dennis Solis/Inga Selders -
Housing panel was a great success, as noted above.

* Social Media/Village Voice Planning – Melissa Brown/Jameelah Lang - Were able to get recap article of MLK event, affordable housing panel and an ad for Juneteeth. Inga wrote the copy to be placed in Village Voice.

Old Business

* VillageFest - The group decided that Juneteeth and other quarterly events are enough. Going to decline participating in this year's event.

New Business

* Juneteenth Celebration Discussion & Budget Request – George Williams -

Background, collaborated in 2021 with Olathe NCAAP for an 11-3p event at Franklin Park. Did a poster contest through the PTAs, but the notice was too late. 3 age categories, \$50 top prize. Brought African-American vendors to the event. Also had a number of speakers. Approximately 200 attendees.

For the 2022 edition, we're looking to bring in the James Ward Band. Arts Council will bring back the poster contest. Theme is Juneteenth Freedom Celebration – perspective from the children. Aim would be to celebrate and also educate. Speeches between songs. Estimated schedule would be 4-8p. Concert from 6-8 pm. 4-6 would be food, vendors and other fun. Going to have it at Harmon Park this year.

Potentially could also have speakers around a secondary theme – perhaps voting rights.

Reviewing budget – Banners along Mission Rd cost around \$90/each, 10 signs total. Adding \$900 to budget. Tim recommends four portable toilets for the event. Revised budget comes out to \$4229 before any miscellaneous expenses.

Discussion about logos for the banners and to use a past image with the breaking of shackles or to use an alternate design. There were thoughts on both sides about how to brand the event and imagery. We don't want to whitewash the history or significance of Juneteenth and do not want to miss opportunities to bring folks to the event and educate about its significance.

George's daughter will design the logo and the group may or may not review it depending on the deadline with the printer

Motion for a \$5000 budget by Jameelah, seconded by Melissa. Motion passed unanimously

* Pride Build 2022 KC – Karen Heath - Program that has helped 13 individual homeowners in the metro-area preserve their ability to stay in their homes. No experience is needed to participate as a volunteer in the program. Projects included painting, deck repair, landscaping, etc. There are not many qualifications to participate. Must be owner-occupied.

Prairie Village had two homes in this program last year.

www.habitatkc.org/pride-build

development@habitatkc.org

* Committee Team Building Activity or Retreat - Potentially a Harvester's activity followed by dinner. Inga will look into dates and we may send out a Doodle – leaning towards a weekend.

Agenda Items for May

John McKinney - Would like to establish and formalize short-term and long-term goals for the group to help with the discussion around difficult conversations.

Discussion around the role and scope of the group in general. How to nudge the city government towards taking action on the topic of diversity for our community. There was substantial discussion and sharing of ideas and perspectives about the path forward for the Diversity Committee, both internally and externally.

Information Items or Announcements

Adjournment

Zoom webinar link:

<https://us02web.zoom.us/j/86742275255?pwd=cm91M3haVERaWGE1WURCZFNVU1dkUT09>

VillageFest 2022
Committee Meeting
Thursday April 28 5:30 p.m.

Attendees: Amber Fletcher, Alex Fletcher, Corbin Trimble, Courtney McFadden, Dale Warman, Joel Crown, JD Kinney, Ted Fritz, Teresa Stewart, Tob Fritz

- Committee Chair's Report
 - Amber, Courtney, JD, and Meghan met on April 12 to review the VillageFest site map and planned the locations of the stage, children's craft, mechanical rides, food vendors and other activities.
- Pancake Breakfast
 - No updates
- Spirit Award
 - We have secured a boy scout troop to act as color guard and lead the pledge.
- National Guard Display
 - Application of the KS National Guard participation has been signed and submitted.
- History Display
 - The theme this year is Transportation in Kansas, which will be located inside City Hall.
 - We need a jump drive to get some photos
- Vendors
 - HyVee has declined to participate. We are looking into the Taste of Brazil food truck, but they are only available from 11-1. The committee was still interested in this as an option even with the shorter hours due to the popularity of the truck and lack of other options.
- Live Entertainment
 - Sterling Silver Sound DJ, Mr. Bones, Amazing Alex all signed and returned contracts.
 - It was decided that Randy Falcon's price increase was not in our budget.
- Pie Contest
 - Alex Fletcher is going to lead the pie contest.
 - We are looking for judges
- Activities
 - Dale Warman has contacted the vintage aircraft flyover. We can have 2 aircraft fly over. They also offered to bring a Huey helicopter on the back of a flatbed truck that would be available for hands-on exploration in exchange for being able to set up a tent letting visitors know about their public offerings of vintage flights and tours.
 - Basketball Challenge was added to mechanical rides from Fun Services.
 - Mayr Mikkelson confirmed interest in tossing prizes from the fire truck.
Time/details TBD

- Children's Craft Area will be organized by Scraps KC, a not for profit recycler of items into crafts. They will offer two projects: a handheld US Flag made of ribbons and a suncatcher made from CDs. They bring their own people to run the area.
- Little Village- we have purchased a 3 and under bounce house.
- Yard Games TBD
- Marketing
 - Mission Road Banners - Light pole banners hung by Public Works
 - Park Vinyls- Parks and Municipal Campus to be updated
 - The committee has asked for new shirts this year since it has been over 5 years since we have had new ones. We also requested they not be white.
- Meeting Conclusion
 - 6:30pm
- Next Meeting
 - Thursday, May 26, 2022 at 5:30