

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
Tuesday, January 17, 2023
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

Update from Republic Services - Tyler Riordan, Municipal Sales Manager

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on January 17. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

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

By Staff

1. Consider approval of regular City Council meeting minutes - December 19, 2022
2. Consider approval of expenditure ordinance #3022
3. Consider appointment to Arts Council
4. Consider agreement with the Kansas City Crime Commission for the 2023 TIPS Hotline Crime Stoppers Program
5. Consider interlocal agreement with Johnson County for project DRAIN-22X: Canterbury Drive and Village Drive drainage pipe replacement locations
6. Consider interlocal agreement with Johnson County for project DRAIN-22X: Windsor Street drainage pipe replacement
7. Consider approval of 2023 agreements with the Johnson County Parks and Recreation District
8. Consider approval of the 2023 SuperPass interlocal agreement and swim meet letter of understanding

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

Forfeiture trust fund report
Chief Roberson

Consolidated Fire District #2 report
Chief Chick

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2023-03 Consider change order #2 for inclusion of drainage repair program improvements into the 2022 residential street program

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

COU2023-01 Consider approval of Ordinance 2480, an ordinance regarding nondomiciled contractor licenses amending Sections 5-101, 5-103, 5-106, and 5-110 of Article 1 (General Provisions), Chapter 5 (Business Regulations) of the Municipal Code
Nickie Lee

COU2023-02 Consider 2023 recreation fee schedule
Meghan Buom

Discussion on adding members of the Governing Body to the City's health, dental and vision insurance plans with the same cost sharing as if they were full-time City employees
Cole Robinson

XV. ANNOUNCEMENTS

XVI. ADJOURNMENT



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 19, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 19, 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 (via Zoom), Ron Nelson, Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for December 19, 2022 as presented. Mr. Dave Robinson seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

None

PUBLIC PARTICIPATION

- Jim Cosentino, 6235 Ash Street, Mission, KS, shared his support for retaining the existing handball courts at the YMCA if a new civic center facility were to be constructed.

CONSENT AGENDA

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



1. Consider approval of regular City Council meeting minutes - December 5, 2022
2. Consider approval of expenditure ordinance #3021
3. Consider reappointment of City Clerk

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

After approval, Mayor Mikkelson swore-in Adam Geffert as City Clerk.

COMMITTEE REPORTS

- Ad Hoc Civic Center Committee

COU2022-82 Consider memorandum of understanding with the YMCA to collaborate in studying the market feasibility of building a community center

The City of Prairie Village, in partnership with the YMCA of Greater Kansas City and Johnson County Library, had previously entered into a memorandum of understanding (MOU) to conduct a market feasibility study to measure community support for building a new YMCA / community recreation center and library. The study was completed by the Wiese Research Group and presented to Council in January 2020. As staff was preparing for the next steps of the project, the COVID pandemic occurred, and the Council elected to place the project on hold.

Due to the length of time since the completion of the original study, Wiese recommended elements of the survey specific to the civic center be completed again to reaffirm community support, though questions related to the library would not be included. As a result, another MOU with the YMCA was needed to share the costs of the survey again.

The total sample size for the phone portion of the 2019 study was 400 respondents across the entire market area, which the Ad Hoc Civic Center Committee proposed again for the new survey. In addition, a supplemental sample of those living within the city limits of Prairie Village would be surveyed online, providing approximately 600 additional respondents. Residents would be invited to participate via a mailed postcard containing a link to the web-based survey.

Committee Chair Mr. Graves stated that the committee met on November 14 to discuss the survey. He noted that the new survey was essentially the same as the one conducted previously in 2019. The committee voted to approve the MOU with the YMCA and utilize Wiese to perform the survey again.



Mr. Graves made a motion to approve the proposed MOU with the YMCA to collaborate in conducting a second market feasibility study for a cost not to exceed \$34,000. The motion was seconded by Ms. Limbird.

Mr. Gallagher asked why the survey included residents from outside of the City. Mr. Graves said that to be sustainable, the proposed facility would need to be used by residents in surrounding communities along with those in Prairie Village.

Mr. Shelton proposed adding a question at the end of the survey to determine how respondents would feel about the project if the YMCA was or was not involved, to better determine the desire for a community center, regardless of what entity operated it. Cathy Morrissey from Wiese Research Group said that to accurately compare the results of the new survey with the original one performed in 2019, the questions should be consistent, and that the previous survey specifically identified the YMCA as the operating partner.

Several Councilmembers shared concerns about explicitly naming the YMCA as a partner in the project, as well as the cost of the survey and the limited number of participants. Mr. Dave Robinson suggested the point of the survey was simply to determine whether the community was supportive of a civic center, which the proposed survey could answer.

After further discussion, Mr. Nelson made a motion to amend the original motion to include a question at the end of the survey regarding respondents' impressions of the YMCA, and whether partnering with the agency on a community center would impact their support. Mr. Shelton seconded the motion.

Mark Hulet, Chief Operating Officer for the YMCA of Greater Kansas City, stated that the YMCA was interested in partnering with the City, but survey data was essential to determine whether it was worth pursuing the project.

After additional discussion, a roll call vote on the motion to amend the original motion was taken with the following votes cast: "aye": Herring, C. Robinson, Nelson, Limbird, D. Robinson, Reimer, Shelton, Graves; "nay": Selders, Wolf, McFadden, Gallagher. The motion to amend passed 8-4.

A roll call vote on the original motion as amended was taken with the following votes cast: "aye": Herring, Nelson, Limbird, D. Robinson, Reimer, Shelton, Graves; "nay": C. Robinson, Selders, Wolf, McFadden, Gallagher. The original motion as amended passed 7-5.

- Ms. Limbird noted that the 2023 Arts Council event calendar had been included in the meeting packet.



- Ms. Reimer said that the Environmental Committee met on December 14 to consider projects for 2023. She added that the annual native plant sale would not take place in 2023 because sponsor Deep Roots planned to hold the event in a different city in the region.
- Mr. Dave Robinson shared information about “Candy Cane Lane”, a Prairie Village holiday fixture at 79th Street and Outlook Lane since 1958.
- Mr. Gallagher stated the Parks and Recreation Committee met to review the park signage and branding plan, which would be brought before the Council in January.
- Ms. Selders provided information about an upcoming Martin Luther King, Jr., celebration on January 14.

MAYOR’S REPORT

- The Mayor stated he had attended the following events since the prior Council meeting:
 - The Johnson County / Wyandotte County Mayors annual dinner
 - The Northeast Johnson County Mayors annual holiday lunch
 - D.A.R.E. graduations at five elementary schools in Prairie Village
 - The City’s committee volunteer appreciation dinner
 - A ribbon-cutting event for the new CareNow urgent care facility in the Village Shopping Center
 - A Mission Hills holiday lunch with staff
 - The City’s staff appreciation lunch
- The Mayor also shared the following information:
 - The Shawnee Mission East bowling team had won the state championship
 - Increasing numbers of COVID, flu and RSV cases were straining area hospitals
 - Residents could still sign-up through the end of the year to be committee volunteers
 - The Prairie Village Foundation had received a large number of donations, and that final numbers would be shared in January
- The Mayor noted the following upcoming events:
 - A Police Academy graduation on December 21, including two new Prairie Village officers
 - Several meetings with county and state legislators
 - The NAACP Martin Luther King, Jr., annual dinner on January 16
- Lastly, the Mayor said that the January 3 City Council meeting would likely be cancelled due to a lack of agenda items



STAFF REPORTS

- Mr. Jordan said that he had recently spoken with Scott Jones, the new Senior Community Business Manager with Evergy.
- Chief Roberson provided a summary of the “Shop with a Cop” and “Tip a Cop” events. He also noted that the City would be receiving a \$75,000 grant from the Department of Justice to be used for technology and training.
- Mr. Bredehoeft noted that Public Works crews were preparing for forecasted winter weather later in the week.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-83 Consider 2023 exterior grant program changes

Ms. Lee stated that at the December 5 Council Committee of the Whole meeting, the committee requested that the sustainability and exterior grant programs be separated into two separate action items. During the discussion, the committee agreed with staff’s recommendations to make the recommended changes summarized below.

Further, the committee requested the addition of language regarding the possibility of reimbursement for rental equipment used by homeowners for projects. Ms. Lee noted that reimbursements for large rental equipment expenses had been handled on a case-by-case basis in the past. She stated that if Council wished to specifically include the cost for rental equipment as an allowable reimbursable expense, staff recommended including the following language: “reimbursement of rental equipment may be reimbursed per review of the Codes Department, for a maximum of 10% of the total project cost.” Lastly, she noted that staff would continue to explore marketing opportunities for grant programs.

The following changes were recommended for 2023:

- Increase the appraised value maximum for the 2023 exterior grant program from \$350,000 to \$375,000
- Move the application process to the OpenGov online cloud-based platform (in-person applicants would be assisted with submitting applications on a computer at the Codes Department)
- Increase the City’s percentage match from 20% to 25%
- Decrease the minimum homeowner investment from \$2,500 to \$2,000
- Open the program on February 1 and extend the number of days to complete the project from 120 to 180 to allow additional time to complete projects



- Reallocate the unused 2022 exterior grant funds (estimated to be \$15,997) to the 2023 exterior grant program, increasing the 2023 budget to \$90,000

Mrs. McFadden made a motion to approve the recommended changes to the 2023 exterior grant program as outlined. The motion was seconded by Ms. Wolf.

Ms. Selders made a motion to amend the motion and include language stating the reimbursement of rental equipment may be reimbursed per review of the Codes Department, for a maximum of 10% of the total project cost. Ms. Limbird seconded the motion, which passed unanimously.

The original motion as amended passed unanimously.

COU2022-84 Consider 2023 residential sustainability grant program changes

Ms. Lee said that at the December 5 Council Committee of the Whole meeting, the committee agreed with staff's recommendations to make the changes summarized below to the residential sustainability program. Further, the committee requested the addition of language regarding the possibility of reimbursement for rental equipment used by homeowners for projects.

Ms. Lee noted that like the exterior grant program, reimbursements for large rental equipment expenses had been handled on a case-by-case basis in the past. She stated that if Council would like to specifically include the cost for rental equipment as an allowable reimbursable expense, staff recommended including the following language: "reimbursement of rental equipment may be reimbursed per review of the Codes Department, for a maximum of 10% of the total project cost."

In addition, she stated that staff would work with the Environmental Committee and/or the sustainability coordination group to take a closer look at the program and find further opportunities for improvement and would continue to explore marketing opportunities for grant programs.

Staff recommends the following changes for 2023:

- Move the application process to the OpenGov online cloud-based platform (in-person applicants would be assisted with submitting applications on a computer at the Codes Department)
- Increase the City's percentage match from 20% to 25%
- Decrease the minimum homeowner investment from \$2,500 to \$2,000
- Add an insulation-only project option to the sustainability grant program, allowing for smaller projects with a 50% match for a minimum of \$1,000 spent
- Open the program on February 1 and extend the number of days to complete the project from 120 to 180 to allow additional time to complete projects



- Keep the program budget at \$30,000, as originally specified in the 2023 budget

Mrs. McFadden made a motion to approve the recommended changes to the 2023 residential sustainability grant program as outlined. The motion was seconded by Mr. Herring.

Mr. Graves made a motion to amend the motion and include language stating the reimbursement of rental equipment may be reimbursed per review of the Codes Department, for a maximum of 10% of the total project cost. Ms. Selders seconded the motion, which passed unanimously.

The original motion as amended passed unanimously.

COU2022-85 Consider election of 2023 Council President

Mayor Mikkelson said that traditionally, the longest serving Councilmember who had not yet served as Council President was elected to the position each year. He noted that Mr. Nelson had served on the City Council since January 2018 and recommended that the Council ratify his election as Council President.

Mr. Herring made a motion to ratify the election of Ron Nelson as the new Council President. The motion was seconded by Mrs. McFadden and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

There was no business to come before the Council Committee of the Whole.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:04 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 17, 2023

**Copy of Ordinance
3022**

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.

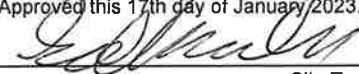
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
27461-27465	12/2/2022	54,353.16	
27466-27533	12/9/2022	825,895.36	
27534-27543	12/16/2022	14,299.56	
27544	12/19/2022	326.75	
27545-27601	12/23/2022	633,312.23	
27602-27603	12/30/2022	654.82	
Payroll Expenditures			
12/2/2022		393,782.28	
12/16/2022		397,267.44	
12/30/2022		396,598.36	
Electronic Payments			
Electronic Pmnts	12/6/2022	11,180.44	
	12/12/2022	46.50	
	12/13/2022	4,993.08	
	12/13/2022	893.16	
	12/16/2022	84.16	
	12/19/2022	2,570.47	
	12/28/2022	100,000.00	
TOTAL EXPENDITURES:			2,836,257.77
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			2,836,257.77

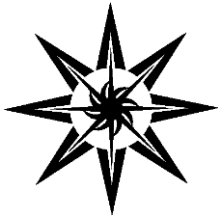
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 17th day of January 2023.

Signed or Approved this 17th day of January 2023.

ATTEST: 
City Treasurer

ATTEST: 
Finance Director



MAYOR

**Council Meeting Date: January 17, 2023
CONSENT AGENDA**

Consider appointment to the Arts Council

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Kellen Jenkins to the Arts Council.

BACKGROUND

Kellen has a great interest in the arts and enjoys attending concerts and viewing artwork in the R.G. Endres gallery at City Hall. He is a Ward 4 resident and works as a marketing and communications professional.

ATTACHMENTS

Volunteer application

PREPARED BY

Adam Geffert
City Clerk

Date: January 11, 2023

* Full Name
Kellen Jenkins

* Full Address
7944 Maple St
Prairie Village Kansas 66208

* **Email**
kellen.jenkins@gmail.com

* Phone
(785) 430-7281

* Select your City Ward
Ward 4

* **Please select your FIRST committee choice**
Arts Council

* **Please select your SECOND committee choice**
Environmental Committee

* **Please select your THIRD committee choice**
JazzFest Committee

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

I have a great interest in the arts and environmental sustainability. I've enjoyed attending area concerts and visiting the R.G. Endres Gallery at City Hall. I appreciate our city's commitment to promoting public art and its efforts to preserve the environment and our green spaces—and I'd be grateful for any opportunity to support these causes. As a marketing and communications professional, I enjoy using my skills to build stronger connections between people, their neighbors, and our community.

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

Thank you for your interest in serving our community.



POLICE DEPARTMENT

Council Meeting Date: January 17, 2023

CONSENT AGENDA: Consider the Agreement with the Kansas City Crime Commission for the 2023 TIPS Hotline Crime Stoppers Program

RECOMMENDATION

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$4,000.00 annual fee were approved by the Council in the 2023 Public Safety Budget in line item 01-03-21-6009-028.

BACKGROUND

For many years the City of Prairie Village, along with numerous other law enforcement and municipal agencies, has been a joint sponsor in the Kansas City Crime Commission TIPS Hotline. No contract changes were stipulated and the City Attorney has reviewed and approved previous contracts.

ATTACHMENTS

PREPARED BY

Byron K. Roberson

Chief of Police

Date: January 3, 2023

CONTRACT

This Contract is entered into this year, 2023, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #1234, Kansas City, Missouri 64111.

WHEREAS, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

WHEREAS, the City of Prairie Village wishes to contract with the Crime Commission to provide this service in Prairie Village, KS.

NOW, THEREFORE, the parties agree as follows:

1. The City of Prairie Village will pay the Crime Commission an annual fee of \$4,000.00 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Prairie Village which the program shall include, at a minimum, the following services:

- a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered twenty-four hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Prairie Village, KS.

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be

considered a part of Prairie Village, KS or the City of Prairie Village. The Crime Commission shall not be subject to any control by Prairie Village or the City of Prairie Village.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Prairie Village, KS

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By  _____
Rick Armstrong

ATTEST: _____

**PLEASE SIGN
& RETURN**



The Kansas City Metropolitan
Crime Commission

OFFICERS

Past Chair
DAVID JOHNSON
Chair
BRAD SPRONG
Chair-Elect
JEFF ANTHONY
Vice Chairs
CHRIS FISHER
JAY REARDON
KARL ZOBRIST
Treasurer
RON JURY

PRESIDENT
RICK ARMSTRONG

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BOYD MCGATHEY
ROBERT REINTJES, SR.
KENT SUNDERLAND

3100 Broadway Blvd, Ste 1234
Kansas City, MO 64111

816-960-6800
www.kc-crime.org

January 2, 2023

Chief Byron K. Roberson
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Byron,

Dear Chief Byron Roberson:

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers, would not exist. Your support and partnership are very important to us, and we know **you are one of the reason's the TIPS Hotline is successful.**

- Crime Stoppers has received more than 166,828 TIPS leading to over 11,000 arrests through November 2022.

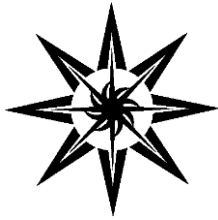
In cooperation with the Kansas City, Missouri Police Department and the City of Kansas City, Missouri, Crime Stoppers introduced enhanced rewards of "up to \$25,000.00" for KCMO homicides in June of 2019. Since then, 24 KCMO homicides have been solved taking our program total to 673 homicides solved since inception.

- Kansas City's Most Wanted Newspaper publishes 50+ local fugitives, giving area departments and citizens easy access to the wanted fugitives' listings. There have been 592 arrests from the Kansas City's Most Wanted Newspaper since 2006.
- Scholastic Crime Stoppers has seen success in combating school-based issues including, nineteen (19) suicide interventions and the program is in over 70 schools in the metropolitan area.
- Visit the newly redesigned Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Rick Armstrong
President



PUBLIC WORKS DEPARTMENT

Consent Agenda: January 17, 2023

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT DRAIN-22X: CANTERBURY DRIVE AND VILLAGE DRIVE DRAINAGE PIPE REPLACEMENT LOCATIONS

RECOMMENDATION

Move to approve the interlocal agreements with Johnson County for storm drainage improvement projects.

BACKGROUND

The Governing Body previously approved the City of Prairie Village construction contract Infrastructure Solutions LLC for the Canterbury and Village Drive drainage project locations. The Johnson County Board of Commissioners has approved their funding participation as part of their budgeting process.

To complete the process, the City has received the Interlocal Agreement from Johnson County for execution. These agreements limit the County share to 50% of the project's eligible construction costs. The Canterbury and Village Drive replacement project will have participation up to \$144,000.00 in construction costs for \$72,000 in reimbursement. The County's funding for this project comes from the Stormwater Management Program's (SMP's) system management renewal funding program.

FUNDING SOURCE

Funding is available in the CIP project DRAIN22X.

ATTACHMENTS

Canterbury Street and Village Drive Interlocal Agreement with Johnson County (1-PV-2021-R1)

PREPARED BY

Cliff Speegle, Sr. Project Manager

January 6, 2023

**Agreement between
Johnson County and the City of Prairie Village
For a Stormwater System Renewal Project known as
Canterbury Street and Village Drive
1-PV-2021-R-1**

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

Recitals

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

Agreement

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

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP).
The SAMP can be found at https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal_JOCO%20SMP%20SAMP%20Report.pdf or will be provided upon request.

3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of One Hundred Forty Four Thousand Dollars (\$144,000). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.

4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in

the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

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

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

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

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

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

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

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

If to the County:

Mr. Lee Kellenberger
Urban Services Division Director
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

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

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

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

City of Prairie Village

Mike Kelly, Chairman

Eric Mikkelson, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

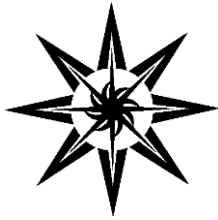
City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Consent Agenda: January 17, 2023

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT DRAIN-22X: WINDSOR STREET DRAINAGE PIPE REPLACEMENT

RECOMMENDATION

Move to approve the interlocal agreements with Johnson County for the Windsor Street storm drainage improvement project.

BACKGROUND

The Governing Body previously approved the City of Prairie Village construction contract with Superior Bowen for the Windsor Street improvements. The Johnson County Board of Commissioners has approved their funding participation as part of their budgeting process.

To complete the process, the City has received the Interlocal Agreement from Johnson County for execution. This agreement limits the County share to 50% of the project's eligible construction costs. The Windsor project will have participation up to \$270,650 in construction costs for \$135,325 in reimbursement. The County's funding for this project comes from the Stormwater Management Program's (SMP's) system management renewal funding program.

FUNDING SOURCE

Funding is available in the CIP project DRAIN22X.

ATTACHMENTS

Windsor Interlocal Agreement with Johnson County (1-PV-2022 R1)

PREPARED BY

Cliff Speegle, Sr. Project Manager

January 6, 2023

**Agreement between
Johnson County and the City of Prairie Village
For a Stormwater System Renewal Project
known as Windsor Pipe Repair Project
1-PV-2022-R-1**

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

Recitals

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

Agreement

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

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP).
The SAMP can be found at https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal_JOCO%20SMP%20SAMP%20Report.pdf or will be provided upon request.

3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Two Hundred Seventy Thousand Six Hundred Fifty Dollars (\$270,650). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.

4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and

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

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

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

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

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

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

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

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

If to the County:

Mr. Lee Kellenberger
Urban Services Division Director
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

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

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

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

City of Prairie Village

Mike Kelly, Chairman

Eric Mikkelson, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

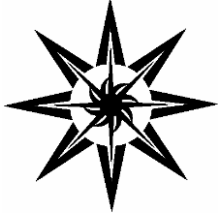
City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney



PARKS AND RECREATION

Parks & Recreation Committee: January 11, 2023

City Council Meeting Date: January 17, 2023

Consent Agenda: Consider approval of 2023 agreements with the Johnson County Park and Recreation District

RECOMMENDATION

Recommend approval of the Day Camp and Tennis Program agreements with Johnson County Park and Recreation District.

BACKGROUND

The City contracts with Johnson County Park and Recreation District (JCPRD) annually to offer these recreation programs. The contracts are similar to those signed in previous years. Full details are outlined in the agreement.

Previously, the City entered into a third agreement with JCPRD to provide a group swim lessons. Unfortunately, JCPRD has informed the City that they are not able to provide that service in 2023 due to ongoing staffing challenges.

FINANCIAL IMPACT

There are no direct costs to the City in administering these contracts outside of normal park maintenance costs and minimal administrative staff time. The JCPRD directly charges and collects fees of which a nominal portion is passed on to the City to cover the above costs.

ATTACHMENTS

Day Camp agreement
Tennis Program agreement

PREPARED BY

Meghan Boom
Assistant City Administrator
Date: January 7, 2023

2023 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of children; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the "Park", and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the "Pool"; and

WHEREAS, JCPRD desires to obtain permission of the City to operate a summer day camp program at the Park and to lease from the City the right to use parts of the Pool and the Park in program activities and the City is willing to lease the Park and parts of the Pool to JCPRD; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the ____ day of _____, 2023; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2023.

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

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 15, 2023 through the period ending August 4, 2023 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.

6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.

7. Administration of Program. The day camp program shall be administered, staffed, and operated solely by JCPRD.

8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2023.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary, during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 15, through August 4, 2023 except as otherwise provided herein.
- b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 17, 2023, from 6 p.m. to 8:00 p.m. for parent orientation.
- c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
- d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 15 through August 4, 2023.
- e. If dangerous weather is imminent, access to the City Hall basement will be provided.

Commented [MB1]: Date needs to be updated

Commented [PSP2R1]: Wednesday, May 17th is date for 2023 Parent Orientation.

9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

Commented [MB3]: Alternate City provided space is unlikely to be available again in 2023, severe weather not withstanding.

Commented [PSP4R3]: We will find an alternative off location site for severe weather. We can delete this clause if needed.

10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.

11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

Commercial General Liability:	
General Aggregate	\$2,000,000
Products and Complete Operations	\$2,000,000
Personal and Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. JCPRD shall pay to the City shelter rental on or before September 30, 2023.
- b. JCPRD shall pay to the City Pool fees daily based on usage.

- c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
 - d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. No assignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. JCPRD shall comply with all applicable local, state and federal laws in carrying out this Agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of this Agreement and the City may cancel, terminate or suspend this agreement in whole or in part, pursuant to the terms contained in paragraph 2.

The parties do not intend this provision to subject any party to liability under any local, state or federal law unless it applies.

IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

Date

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Date

Bob Carlson, Chair

ATTEST:

George Schlagel, Secretary

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel

The following is list of dates and times the 2023 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday	May 17	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 30 – June 2	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 5 - June 9	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 12 – June 16	7:00 a.m. - 5:30 p.m.	Day Camp
Tuesday-Friday	June 20 – June 23	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 26 – June 30	7:00 a.m. - 5:30 p.m.	Day Camp
Monday; Wednesday-Friday	July 3, July 5 – 7	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 10 – July 14	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 17- July 21	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 24 - July 28	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Friday	July 31 – August 4	7:00 a.m. – 5:30 p.m.	Day Camp

The dates and times the 2023 Summer Escapades Camp run by Johnson County Park and Recreation District will swim at the Prairie Village Pool will be determined in coordination with the Prairie Village, KS Assistant City Administrator.

**Johnson County Park and Recreation District
Tennis Lesson Program
2023 Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Tennis Lesson programs for the City of Prairie Village (the City). The programs will be held at the Harmon Park Complex at 77th Place and Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:

- Group Tennis Lessons
- Sufficient onsite staff
- Promotion of the program
- Registration of the participants
- Equipment needed for the program
- Emergency procedures and first aid kit

The City of Prairie Village will provide:

- A key to the tennis equipment shed for the purpose of storing program equipment.
- Promotion of the program where applicable
- Access to tennis courts

2. The Johnson County Park and Recreation District will have use of the facility beginning May 22, 2023 and ending August 11, 2023. No lessons will be held the week of July 18-22 due to Junior Tennis League Tournament. Morning lessons will be held on the south western most (2) tennis courts in the Harmon Park complex from 7:30 a.m. until 1:00 p.m. JCPRD shall develop appropriate tennis programs to maximize the utilization of the courts within the allotted times provided by the City. JCPRD will set fees for lessons and follow JCPRD's standard procedures for determining program fees. JCPRD will provide all program information to the City for review prior to opening for registration. JCPRD reserves the right to cancel any and all lessons due to low enrollment or unavailability of instructors and will communicate any such need for cancellations to the City.

3. Non-Discrimination Clause

JCPRD shall comply with all applicable, local, state and federal laws in carrying out this agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code.

In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD 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 in the admission or access to, or participation or employment in its programs, services and activities, 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.

4. JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 22, 2023.

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage sustained by JCPRD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of tennis lessons at the Harmon Park Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Mayor Eric Mikkelson

Bob Carlson, Chair

ATTEST:

ATTEST:

Adam Geffert, City Clerk

George Schlagel, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

David E. Waters, City Attorney

Fred J. Logan, Jr., JCPRD Legal Counsel



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 11, 2023

City Council Meeting Date: January 19, 2023

CONSENT AGENDA: Consider approval of the 2023 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, and the City of Roeland Park, Kansas, for use of swimming pool facilities.

BACKGROUND

The SuperPass program allows residents of partner cities to pay a fee in addition to their regular pool membership to gain access to the other cities' pools during the summer season. The program is in its tenth year and is considered a success by all participating municipalities.

In 2022, usage for all participating pools included over 15,000 SuperPass visits. Prairie Village SuperPass participants made 4,065 visits to other pools. The Prairie Village Pool hosted 4,610 visits from members of other pools.

A proposed change for 2023 includes a tiered revenue sharing structure based on the number of days a facility may or may not be open during the peak summer months.

In addition to the SuperPass agreement, the partnering cities also annually approve a Letter of Understanding to allow all residents with a regular pool membership to attend each other's pools on dates the host pools are closed for swim/dive meets. This occurs approximately four days per summer and provides resident pool members an alternative option when the pool is closed for meets. There is no fee charged or incurred for this service enhancement.

FINANCIAL IMPACT

In 2022, the program generated \$15,474 for Prairie Village.

ATTACHMENTS

2023 SuperPass Interlocal Agreement

2023 Swim Meet Letter of Understanding

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: December 1, 2022

AGREEMENT FOR USE OF SWIMMING POOL FACILITIES

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”), (each a “City” and collectively the “Cities”).

RECITALS

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2023 Swim Season, (defined below,) with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2023 swim season, which commences approximately May 27, 2023 and ends approximately September 4, 2023 (“2023 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2023 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$70 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$30 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$75 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$10 for each additional family member, and \$35 per individual category of seasonal pool pass.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2023 Swim Season.

g. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how

many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

h. Revenue received by each City for the Super Pool Pass shall be referred to herein as the “Total Revenue.” Each City shall set aside its Total Revenue and hold the same in trust for the other Cities until the end of the 2023 Swim Season, pending a determination as to whether such City has operated on a full-time basis as described below.

i. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 27, 2023 through July 31, 2023, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures. Each City shall be entitled to retain a portion of such City’s Total Revenue (the “Retained Revenue”) based on whether the City’s Pool Facilities have or have not operated on a full-time basis during the 2023 Swim Season. Any balance of the Total Revenue, after accounting for the allowed Retained Revenue, shall be deemed “Shared Revenue” and shared with the other Cities as set forth below:

Dates Open	Retained Revenue	Shared Revenue
90% – 100%	50% of Total Revenue	50% of Total Revenue
80% - 89%	40% of Total Revenue	60% of Total Revenue
70% - 79%	25% of Total Revenue	75% of Total Revenue
Fewer than 70%	0% of Total Revenue	100% of Total Revenue

j. Each City’s individual Shared Revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2023 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the remaining Shared Revenue.

This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the City.

c. All Pool Facilities must meet facility standards in regard to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signature pages follow]

**SIGNATURE PAGE TO
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day
and year indicated below.

CITY OF FAIRWAY, KANSAS

By _____

Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____

Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____

Sollie Flora, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____

Michael Poppa, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park	4843 Rosewood Drive Roeland Park, KS 66205

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of _____, 2023 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2023 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2023 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Sollie Flora, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Michael Poppa, Mayor

Attest: _____



PRAIRIE VILLAGE POLICE DEPARTMENT

BYRON K. ROBERSON - CHIEF OF POLICE

INTEROFFICE MEMORANDUM

DATE: January 6, 2023
TO: Mayor Mikkelson and City Council Members
FROM: Chief Byron K. Roberson *BR*
SUBJECT: FORFEITURE TRUST FUND 2022 ANNUAL REPORT

As per Council Policy, I am submitting the following annual report for the time period of January 1 through December 31, 2022.

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

FUND TOTAL - January 1, 2022: **\$14,160.49**

Expenditures

replenish SIU buy fund	-3,750.00
Northwestern School of Staff and Command – Capt. Brady Sullivan	-4,500.00

Revenue

Interest	90.16
Restitution (1)	240.00
Drug Tax Distribution from State of Kansas	3,742.15

FUND BALANCE - December 31, 2022: **\$9,982.80**

FORFEITURE TRUST FUND 2022 ANNUAL REPORT

January 6, 2023

Page No. 2

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

FUND TOTAL - January 1, 2022: \$486.23

Revenue

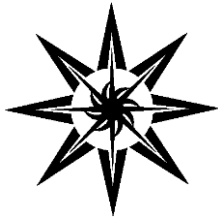
Interest 3.19

FUND BALANCE - December 31, 2022: \$489.42

FORFEITURE TRUST FUND BALANCE: \$10,472.22

BKR:jlw

cc: Accounting



PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 17, 2023

COU2023-03

CONSIDER CHANGE ORDER #2 FOR INCLUSION OF DRAINAGE REPAIR PROGRAM IMPROVEMENTS INTO THE 2022 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to authorize the Mayor to sign Change Order #2 for storm drainage improvements to be included in the 2022 Residential Street Program.

BACKGROUND

On September 6, 2022 the Governing Body approved award of the 2022 Storm Drainage Repair Program to Infrastructure Solutions LLC. Staff reduced the scope items that exceeded estimated costs in that contract. The items included an inlet replacement and channel handrail replacements. A quote for those removed items was received utilizing our open contract with Superior Bowen to bring these items within budget.

CONTRACT

The Superior Bowen contract was awarded on June 21, 2022. Change Order #1 increased the Contract by \$200,233 for inclusion of WaterOne funding for waterline improvements on Windsor. Change Order #2 increases the contract amount by \$40,972.50 to \$3,967,865.50.

FUNDING SOURCE

All funding will be transferred into PAVP2022 from DRAIN22x.

Original Contract	\$ 3,456,781.00
Change Order 1	\$ 200,233.00
Change Order 2	\$ 40,972.50
TOTAL	\$ 3,697,986.50

ATTACHMENTS

1. CHANGE ORDER NO 2 FOR PAVP2022
2. SUPERIOR BOWEN QUOTE SHEET

PREPARED BY

Melissa Prenger, City Engineer

January 6, 2023

**CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 2**



City's Project: PAVP2022

Date Requested: January 17, 2023

Contract Date: June 21, 2022

Contractor's Name: Superior Bowen

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00		Inclusion of Drain22X items	1	\$40,972.50	\$40,972.50
			PAVP2022			

TOTAL

NET TOTAL
Increase

EXPLANATION OF CHANGE -

The Drainage Repair Program construction contract with Infrastructure Solutions, LLC removed a few miscellaneous drainage items that exceeded estimated costs. Those removed items were quoted with Superior Bowen and were within estimated costs. This change order is for those miscellaneous drainage repair items completed under the Superior Bowen PAVP2022 contract. The items include drainage inlets replacement and channel handrail replacements.

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$3,456,781.00	
Current Contract including previous Change Orders	\$200,233.00	
NET This Change Order	\$40,972.50	
New Contract Price	\$3,697,986.50	

Neil Shacklett
Neil Shacklett
Superior Bowen

January 6, 2023
Date

Keith Bredehoeft
Keith Bredehoeft, Director of Public Works
City of Prairie Village, KS

January 11, 2023
Date

Eric Mikkelson, Mayor
City of Prairie Village, KS

Date



SUPERIOR BOWEN

August 22, 2022

City of Prairie Village
3535 Somerset Drive
Prairie Village, KS 66208

Re: 2022 Residential Street Program

Cliff,

We respectfully submit the following agreed unit prices to complete the storm sewer and fence repairs. Redford Construction will be completing the inlet reconstruction and Roy & Sons will complete the fence items.

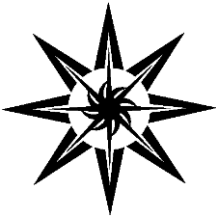
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
1	Cast in Place Inlet Replacement on Pawnee	1.0	EA	\$8,850.00	\$ 8,850.00
2	Cast in Place Lid (If Required) on Pawnee	1.0	EA	\$1,250.00	\$ 1,250.00
3	Handrail Replacement Near Corinth Elementary	40.0	LF	\$530.00	\$ 21,200.00
4	Repair Headwall Near Corinth Elementary	1.0	LS	\$950.00	\$ 950.00
5	Temporary Fence Near Corinth Elementary (If Needed)	1.0	LS	\$500.00	\$ 500.00
6	Wood Round Rail at Tomahawk	130.0	LF	\$63.25	\$ 8,222.50
				Total	\$ 40,972.50

If you have any questions, please feel free to give me a call at (816) 708-2917 .

Sincerely,

Superior Bowen Asphalt Company, LLC

Neil Shacklett



ADMINISTRATION

Council Committee Meeting Date: January 17, 2023

City Council Meeting Date: February 6, 2023

COU2023-01: Consider approval of Ordinance 2480, an ordinance regarding nondomiciled contractor licenses, amending Sections 5-101, 5-103, 5-106, and 5-110 of Article 1 (General Provisions), Chapter V (Business Regulations) of the Municipal Code.

ACTION NEEDED:

Make a motion to approve COU2023-01.

BACKGROUND

This proposed ordinance is intended to clean up language in our municipal code due to a process change. The City requires contractors doing work in the City to apply for a contractor's license, included in the category "nondomiciled business" in the Municipal Code. Previously, licenses were due annually based on the calendar year, all expiring on December 31. The previous process was a cumbersome, paperwork-driven manual process.

The City is implementing OpenGov software, which will allow for online renewal and much less involvement from City staff. This has prompted a process improvement of moving licenses to an annual renewal on a rolling basis versus calendar year. Most license in the City follow this license term timeline. This will allow new contractors to sign up at any point during the year and pay the full \$75 fee, and renew twelve months later. Staff believes this will spread out the licensing renewal and cut out the need for collecting a half-year fee.

As such, staff is proposing to amend Chapter 5 in the municipal code.

ATTACHMENTS

Ordinance 2480

PREPARED BY

Nickie Lee

Deputy City Administrator

Date: January 6, 2023

ORDINANCE NO. xxxx

AN ORDINANCE REGARDING NONDOMICILED CONTRACTOR LICENSES, AMENDING SECTIONS 5-101, 5-103, 5-106, AND 5-110 OF ARTICLE I (GENERAL PROVISIONS), CHAPTER V (BUSINESS REGULATIONS), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.

WHEREAS, Article I of Chapter V (Business Regulations) of the Code of the City of Prairie Village, Kansas, contains certain regulations pertaining to license renewal dates; and

WHEREAS, the City is updating its process related to nondomiciled (contractor) license renewals;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. Section 5-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-101. DEFINITIONS.

As used in this article:

- (a) *Business* means and includes business, trades, occupations, professions, the renting or leasing of property for residential or business use and also the rendering or furnishing of a service; provided, that the name of a business, trade, occupation or profession may be used, and when so used, shall refer to the particular business, trade, occupation or profession.
- (b) *Fee* — An occupation or license fee upon and for the privilege of engaging in business as defined in this section.
- (c) *License* — A document issued by the city acknowledging payment of the required fee and stating the name of the licensee, business and where located, a description of the business activity, the period which the fee covers, other matters as may be required, and signed by the city clerk. (A copy of same is on file in the Office of the City Clerk and is incorporated in this article by reference.)

~~(d)~~

(d) *Nondomiciled* — any person or business that does not have, as its primary office or principal place of operations, its home or physical location within the City.

(e) *Person* — Any individual, partnership, corporation, firm, organization, association, joint stock company, or syndicate who or which is engaged in any business, trade, occupation, or profession, or rendering or furnishing any service for profit or livelihood and subject to the provisions of this article; provided,

any individual in the direct employ of any person licensed under the provisions of this article is exempt unless such individual operates as a subcontractor; but if such individual operates or practices his or her skill for compensation for any person other than his or her licensed employer, he or she must pay the fee and obtain a license as such is required by the terms of this article.

Section 2. Section 5-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-103. - BUSINESS CATEGORIES.

A business shall be classified for purposes of payment of fees within the following categories:

- (a) Retail establishments and Administrative offices;
- (b) Home occupations;
- (c) Nondomiciled business;
- (d) Nondomicled contractor;
- (e) ~~(d)~~ Solid Waste Disposal;
- (f) ~~(e)~~ Commercial Pesticide Business;
- (g) ~~(f)~~ Tree Trimmer;
- (h) ~~(g)~~ Family Home Day Care.

Section 3. Section 5-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-106. OCCUPATIONAL FEE LEVIED.

An occupation fee is levied on business categories as follows:

- (a) *Retail Establishments and Administrative Offices.* Any person engaged in any type of business or profession that owns or leases ~~or property within the City that~~ is zoned either C-O, C-1, C-2, C3, MXD or planned business district shall pay an occupational fee computed on the basis of interior space footage of the leased or owned space as adopted by the ~~governing body~~ Governing Body and on record in the Office of the City Clerk. The fee shall be used on total square feet of space regardless of use; provided, however, that basement or second-story space that is used exclusively as storage or utility space shall be excluded in determining the total square feet of space.
- (b) *Home Occupations.* All businesses conducted from a residential structure which is zoned residential or MXD shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk; provided, however, that nothing in this section shall be construed to convey the right to use any residential structure for a business use prohibited by the City Zoning and Subdivision Regulations.

- (c) *Nondomiciled Business.* Any person who is required by any ordinance of this city to obtain a permit to do business in the city shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk, even if the person does not lease or own property within the city limits.
- (d) *Nondomiciled Contractor.* Any person who is required by any ordinance of this city to obtain a permit to do business in the city shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk, even if the person does not lease or own property within the city limits.
- (e) *Solid Waste Disposal.* Any person engaging in the business of collecting, transporting, and processing of solid waste within the corporate limits of the city shall first obtain a license to do business in the city as required by this Code.
- (ef) *Commercial Pesticide Business.* The license required by this section for commercial pesticide business should coincide with that term set forth by the state licensing of a pesticide business as stated in the Kansas Pesticide Law, K.S.A. 2-2438(a) *et seq.* Any person engaging in the business of applying commercial pesticides shall first obtain a license to do business in the city and shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk.
- (fg) *Tree Trimmer.* Any person engaging in the business or occupation of pruning, treating or removing any trees within the city shall first obtain a license to do business in the city and shall pay an occupation fee adopted by the governing body and on record in the Office of the City Clerk.
- (gh) *Family Home Day Care.* Any person providing child care services in a residential home within the City shall first obtain a license from the State of Kansas to operate a day care and then from the city and shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk.

Section 4. Section 5-110 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-110. - LICENSE TERM.

- (a) The 12-month period provided for in this article shall be the calendar year for the following license: Non-~~Domiciled~~domiciled Business (other than Nondomiciled Contractor) and Solid Waste Disposal. If such person, firm or corporation makes application during the last six months of such 12-month period, she, he, it or they shall pay one-half of the occupation fee provided for the

current 12-month period in which such application is made; provided however, no license shall be issued for any business conducted in violation of any state or federal law or in violation of any ordinance of the city. For purposes of this section, the person, firm, or corporation making application shall not be entitled to pay for only the last six months of such 12-month period if she, he, it, or they should have applied for an occupation license, as provided by this article during the first six months of the term as provided by this section.

- (b) All other licenses shall be for a 12-month period commencing at the time of licensing and renewing 12 months later.

Section 5. Sections 5-101, 5-103, 5-106, and 5-110 of the of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 6. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2023.

APPROVED:

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

ORDINANCE NO. 2480

AN ORDINANCE REGARDING NONDOMICILED CONTRACTOR LICENSES, AMENDING SECTIONS 5-101, 5-103, 5-106, AND 5-110 OF ARTICLE I (GENERAL PROVISIONS), CHAPTER V (BUSINESS REGULATIONS), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.

WHEREAS, Article I of Chapter V (Business Regulations) of the Code of the City of Prairie Village, Kansas, contains certain regulations pertaining to license renewal dates; and

WHEREAS, the City is updating its process related to nondomiciled (contractor) license renewals;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

Section 1. Section 5-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-101. DEFINITIONS.

As used in this article:

- (a) *Business* means and includes business, trades, occupations, professions, the renting or leasing of property for residential or business use and also the rendering or furnishing of a service; provided, that the name of a business, trade, occupation or profession may be used, and when so used, shall refer to the particular business, trade, occupation or profession.
- (b) *Fee* — An occupation or license fee upon and for the privilege of engaging in business as defined in this section.
- (c) *License* — A document issued by the city acknowledging payment of the required fee and stating the name of the licensee, business and where located, a description of the business activity, the period which the fee covers, other matters as may be required, and signed by the city clerk. (A copy of same is on file in the Office of the City Clerk and is incorporated in this article by reference.)
- (d) *Nondomiciled* — any person or business that does not have, as its primary office or principal place of operations, its home or physical location within the City.
- (e) *Person* — Any individual, partnership, corporation, firm, organization, association, joint stock company, or syndicate who or which is engaged in any business, trade, occupation, or profession, or rendering or furnishing any service for profit or livelihood and subject to the provisions of this article; provided, any individual in the direct employ of any person licensed under the provisions of this article is exempt unless such individual operates as a

subcontractor; but if such individual operates or practices his or her skill for compensation for any person other than his or her licensed employer, he or she must pay the fee and obtain a license as such is required by the terms of this article.

Section 2. Section 5-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-103. - BUSINESS CATEGORIES.

A business shall be classified for purposes of payment of fees within the following categories:

- (a) Retail establishments and Administrative offices;
- (b) Home occupations;
- (c) Nondomiciled business;
- (d) Nondomicled contractor;
- (e) Solid Waste Disposal;
- (f) Commercial Pesticide Business;
- (g) Tree Trimmer;
- (h) Family Home Day Care.

Section 3. Section 5-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-106. OCCUPATIONAL FEE LEVIED.

An occupation fee is levied on business categories as follows:

- (a) *Retail Establishments and Administrative Offices.* Any person engaged in any type of business or profession that owns or leases property within the City that is zoned either C-O, C-1, C-2, C3, MXD or planned business district shall pay an occupational fee computed on the basis of interior space footage of the leased or owned space as adopted by the Governing Body and on record in the Office of the City Clerk. The fee shall be used on total square feet of space regardless of use; provided, however, that basement or second-story space that is used exclusively as storage or utility space shall be excluded in determining the total square feet of space.
- (b) *Home Occupations.* All businesses conducted from a residential structure which is zoned residential or MXD shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk; provided, however, that nothing in this section shall be construed to convey the right to use any residential structure for a business use prohibited by the City Zoning and Subdivision Regulations.
- (c) *Nondomiciled Business.* Any person who is required by any ordinance of this city to obtain a permit to do business in the city shall pay an occupation fee adopted by the Governing Body and on

record in the Office of the City Clerk, even if the person does not lease or own property within the city limits.

- (d) *Nondomiciled Contractor.* Any person who is required by any ordinance of this city to obtain a permit to do business in the city shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk, even if the person does not lease or own property within the city limits.
- (e) *Solid Waste Disposal.* Any person engaging in the business of collecting, transporting, and processing of solid waste within the corporate limits of the city shall first obtain a license to do business in the city as required by this Code.
- (f) *Commercial Pesticide Business.* The license required by this section for commercial pesticide business should coincide with that term set forth by the state licensing of a pesticide business as stated in the Kansas Pesticide Law, K.S.A. 2-2438(a) *et seq.* Any person engaging in the business of applying commercial pesticides shall first obtain a license to do business in the city and shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk.
- (g) *Tree Trimmer.* Any person engaging in the business or occupation of pruning, treating or removing any trees within the city shall first obtain a license to do business in the city and shall pay an occupation fee adopted by the governing body and on record in the Office of the City Clerk.
- (h) *Family Home Day Care.* Any person providing child care services in a residential home within the City shall first obtain a license from the State of Kansas to operate a day care and then from the city and shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk.

Section 4. Section 5-110 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-110. - LICENSE TERM.

- (a) The 12-month period provided for in this article shall be the calendar year for the following license: Nondomiciled Business (other than Nondomiciled Contractor) and Solid Waste Disposal. If such person, firm or corporation makes application during the last six months of such 12-month period, she, he, it or they shall pay one-half of the occupation fee provided for the current 12-month period in which such application is made; provided however, no license shall be issued for any business conducted in violation of any state or federal law or in violation of any ordinance of the city. For purposes of this section, the person, firm, or corporation making application shall not be entitled to pay for only the last six months

of such 12-month period if she, he, it, or they should have applied for an occupation license, as provided by this article during the first six months of the term as provided by this section.

- (b) All other licenses shall be for a 12-month period commencing at the time of licensing and renewing 12 months later.

Section 5. Sections 5-101, 5-103, 5-106, and 5-110 of the of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 6. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2023.

APPROVED:

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 11, 2023

Council Committee of the Whole: January 17, 2022

City Council Date: February 6, 2023

COU2023-02:

Consider 2023 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2023 Recreation Fee Schedule.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they are reasonable and keep pace with any operational increases.

Fees were last increased in 2016 with a goal of evaluating every five years, however the committee chose not to implement a fee increase following the pandemic.

The City generally aims to recover 60% of costs at the swimming pool. In 2022, 50% of costs were recovered. Due to significantly increased operating costs, City Staff recommends a fee increase in 2023.

The Parks & Recreation committee approved the fee schedule with the following changes to the aquatics fees:

- Under age 3 - free (currently under age 2 is free)
- Senior citizen rate applies to age 65+ (currently age 60+)

ATTACHMENTS

2023 Proposed Fee Schedule & City Cost Comparison
Aquatics Facility Cost Recovery

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: January 10, 2023

Proposed Recreation Fees & City Comparison

CATEGORY	2022	2023 Proposed	Fairway	Leawood	Mission	RP	OP
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RESIDENT							
Individual*	\$ 50	\$ 60	\$ 40	\$ 45	\$ 70	\$ 75	\$ 63
Senior Citizen (60+)* Proposed by PRC (65+)	\$ 45	\$ 50	\$ 35	\$ 35		\$ 65	\$ 30
5 Swim Card	\$ 35	\$ 35		\$ 25		\$ 25	
Family					\$ 120	\$ 125	\$ 125

*\$10 early bird special in April

Current: Under Age 2 - Free; **Proposed by PRC: Under Age 3 - Free**

NON-RESIDENT							
Individual*	\$ 80	\$ 90	\$ 70	\$ 65	\$ 100	\$ 120	\$ 90
Senior Citizen (60+)* Proposed by PRC (65+)	\$ 70	\$ 80	\$ 65	\$ 42		\$ 110	\$ 58
5 Swim Card	\$ 40	\$ 40		\$ 40		\$ 35	
Family					\$ 170	\$ 180	\$ 175

*\$10 early bird special in April

Under Age 2 - Free; **Proposed by PRC: Under Age 3 - Free**

DAILY	\$ 10	\$ 10	\$6/\$9	\$6/\$9	\$ 7	\$6/\$8	\$6/\$7
TWILIGHT (after 4:30 pm)	\$ 5	\$ 5					
DAYCARE	\$ 5	\$ 5					

AQUATICS							
Resident	\$ 110	\$ 120	\$ 115	\$ 145		NA	\$ 105
additional child	\$ 105	\$ 115					
Non-Resident without membership	\$ 165	\$ 175	\$ 150	\$ 160			
Non-Resident with membership	\$ 115	\$ 125				NA	\$ 115
Swim Team Lessons (30 minutes)	\$ 45	\$ 60					

CATEGORY	2022	2023 Proposed	Fairway	Leawood	Mission	RP	OP
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TENNIS								
JTL	\$ 105	\$ 120	Prairie Village is the only municipal participant in the Junior Tennis League.					
additional child	\$ 100	\$ 115						
Private (30 minutes)	\$ 25	\$ 25						
Semi-Private (30 minutes)	\$ 20	\$ 20						
Three & a Pro (1 hour)	\$ 20	\$ 20						

ATHLETIC FIELD RENTAL							
Individual Rental (hourly)	\$ 7.50	\$ 10	\$ -	\$10/\$15	\$10/\$15	NA	\$10/hour + \$10 rental fee
Seasonal Practices (1/week for 5 months)*	\$ 40	\$ 50					\$120/12 practices
Commercial Use (hourly)	\$ 20	\$ 20					

TENNIS COURT RENTAL							
Individual Rental (hourly)	\$ 7	\$ 10	\$ -	\$5/\$10	\$10/\$15	\$12	\$4/hour + \$10 rental
School Tournament	\$150/day	\$150/day					
Private Tournament	\$150/day + \$250 deposit	\$175/day + \$250 deposit					
Seasonal School Rental (per court)*	\$ 50	\$ 55					
Commercial Use (hourly)	\$ 20	\$ 20					

*these fees would be implemented in fall 2023 due to spring programs already in place.

	<u>Dept.</u>	2016	2017	2018	2019	2020	2021	2022
Personnel Services	Pool/Aquatics	\$242,618	\$218,187	\$280,481	\$341,445	\$45,421	\$297,657	\$432,816
Contract Services	Pool/Aquatics	\$29,499	\$33,107	\$29,626	\$28,280	\$22,014	\$37,107	\$42,217
Commodities	Pool/Aquatics	\$21,820	\$15,050	\$8,430	\$12,558	\$20,068	\$18,739	\$16,544
Capital Outlay	Pool/Aquatics	\$11,776	\$11,845	\$4,547	\$0	\$4,251	\$686	\$5,330
		\$305,712	\$278,189	\$323,084	\$382,283	\$91,753	\$354,190	\$496,907
Personnel Services	Concessions	\$26,777	\$49,117	\$44,130	\$2,942	\$0	\$0	\$0
Contract Services	Concessions	\$2,873	\$2,406	\$2,424	\$2,133	\$660	\$2,442	\$220
Commodities	Concessions	\$22,376	\$22,054	\$23,703	\$18,846	-\$400	\$27,911	\$35,083
Capital Outlay	Concessions	\$1,930	\$52	\$0	\$0	\$0	\$0	\$3,768
		\$53,957	\$73,629	\$70,257	\$23,921	\$260	\$30,353	\$39,071
PW costs (utilities/maint/repairs/equip.)		\$205,501	\$200,811	\$192,844	\$191,472	\$117,030	\$178,339	\$269,228
TOTAL EXPENDITURES		\$565,170	\$552,629	\$586,185	\$597,676	\$209,043	\$562,882	\$805,206
REVENUES		\$368,515	\$369,955	\$358,291	\$356,304	\$0	\$362,807	\$406,628
SUBSIDY		\$196,654	\$182,674	\$227,894	\$241,372	\$209,043	\$200,075	\$398,578
COST RECOVERY		65%	67%	61%	60%	0%	64%	50%



Discussion on adding members of the Governing Body to the City’s Health, Dental, and Vision insurance plans with the same cost sharing as if they were full-time City employees.

BACKGROUND

Councilmembers Cole Robinson and Chad Herring have asked for this discussion item to be placed on the agenda.

Currently, members of the Governing Body can participate in the City’s insurance plans by paying for 100% of the premium.

This item for discussion would allow members of the Governing Body to “opt in” to the insurance plans and receive the same benefits as full time City employees. The 2023 employer/employee monthly rates for the different insurance plans are shown below.

HEALTH			
QHDHP/HSA	Total \$	City \$	Employee \$
Employee Only	\$651.12	\$751.92	(\$100.80)
Employee + 1	\$1,305.21	\$1,250.64	\$54.57
Family	\$2,090.10	\$1,930.13	\$159.97
BASE			
Employee Only	\$751.92	\$751.92	\$0.00
Employee + 1	\$1,506.79	\$1,250.64	\$256.15
Family	\$2,412.66	\$1,930.13	\$482.53

DENTAL			
BUY-UP	Total \$	City \$	Employee \$
Employee Only	\$40.57	\$26.85	\$13.72
Employee + 1	\$76.64	\$26.85	\$49.79
Family	\$141.37	\$26.85	\$114.52
BASE			
Employee Only	\$26.85	\$26.85	\$0.00
Employee + 1	\$50.75	\$26.85	\$23.90
Family	\$93.53	\$26.85	\$66.68

VISION	Total \$	City \$	Employee \$
Employee Only	\$5.94	\$5.94	\$0
Employee + Spouse	\$11.75	\$5.94	\$5.81
Employee + Children	\$11.51	\$5.94	\$5.57
Family	\$17.50	\$5.94	\$11.56

If approved, Staff would coordinate enrollment with interested members of the Governing Body. Participating members would be invoiced for their costs at the beginning of the month.

ATTACHMENTS – none

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
Date: January 10, 2023

MAYOR'S ANNOUNCEMENTS
Tuesday, January 17, 2023

Environmental Committee	01/25/2023	5:30 p.m.
VillageFest Committee	01/26/2023	5:30 p.m.
Tree Board	02/01/2023	6:00 p.m.
City Council	02/06/2023	6:00 p.m.

INFORMATIONAL ITEMS
January 17, 2023

1. Arts Council meeting minutes – November 10, 2022
2. Planning Commission meeting minutes – December 6, 2022
3. Diversity Committee meeting minutes – December 13, 2022
4. Parks and Recreation Committee meeting minutes – December 14, 2022
5. Consolidated Fire District #2 – fourth quarter activity report
6. January plan of action and project update

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
MPR, City Hall
Thursday, November 10, 2022 5:30 PM

BUSINESS MEETING

Bonnie Limbird called the meeting to order at 5:34 pm. Council members present were Trudy Williams, Inga Selders, Bonnie Limbird, Abby Margariel, Jessie Cartwright, Justin Begnaud, Reese Naftel, Amy Bagnell, Laurel Thomas, McKay Stangler, Trinity Ready (youth member), Ava Van Alstyne (Teen Council, and Sneha Thomas (Teen Council). Not in attendance: none. Staff member, Nickie Lee, was also in attendance.

Inga and Amy moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

Public Participation:

Arts Council of Johnson County

Sarah Van Landuyt, Executive Director of Arts JoCo, was in attendance to tell the Arts Council about the Shooting Stars scholarship program for JoCo High Schoolers. Categories include Literature (prose/poetry), Production & Design (formerly theater technical), Strings, Theatre Performance (including voice), Voice Classical, Winds & Percussion, Two-Dimensional Art, Three-Dimensional Art, and Photography. Winning students are awarded cash scholarships that are sponsored by various organizations and/or individuals. PVAC sponsored literature in 2022.

For 2023, nominations from teachers are coming in now and will wrap up this week. She shared the schedule leading up to the April 2nd award ceremony. Abby asked if the Arts Council (JoCo) keeps track of where the students go and what they end up doing at college and after college, and Sarah said they do. Amy Bagnall is going to be our PVAC liaison for this event.

Meeting Guests

Bonnie introduced two of this year's Teen Council members who are attending this meeting and may attend future meetings: Ava Van Alstyne and Sneha Thomas.

We also welcomed all of the new members, including youth Arts Council member, Trinity Ready, and went around the room to make brief introductions.

These minutes were recorded by Bonnie.

Inga moved to approve the **Consent Agenda**. A second is not required for consent agenda. The Consent Agenda was unanimously approved with the modification to the meeting minutes of correcting Amy's name and revising to an in-person meeting, not Zoom.

Bonnie and Inga gave a **City Council Update**. Bonnie and Inga report on recent public happenings with the ad hoc housing recommendations, the proposed civic center survey, and the upcoming MLK Jr. celebration. Sneha asked if the civic center survey included market feasibility, and Nickie Lee answered that it does.

Current Year Financial Update: The PVAC ending **balance as of 10/31 is \$32,105** and includes all of the State of the Arts prize and juror expenditures, but not all of the event expenditures yet. Bonnie identified a \$935 charge from the Arts Engagement Foundation that she didn't recognize. Nickie confirmed post meeting that that was a JazzFest expense and it will be removed.

Old Business:

Bonnie reviewed the final draft of the **2023 calendar** again. Amy moved to approve the calendar, and Justin seconded. Motion passed.

New Business:

Council discussed the Arts JoCo Shooting Stars program (as presented by Sarah Van Landuyt at the beginning of the meeting) and if we wanted to sponsor a first prize category again this year. Abby asked if we could try to direct our funds to a SMEast student. We said we could look into it with Arts JoCo. General positive discussion about continuing this support. Amy moved to approve the sponsorship with the category TBD, and McKay seconded. Motion carried unanimously.

Announcements:

Bonnie reminded everyone about the Volunteer Appreciation Party coming up and encouraged them to RSVP and attend.

The meeting was adjourned at 6:47 PM.

PLANNING COMMITTEE

EVENT REPORTS

Sept/Oct - State of the Arts 2022 We had a great turnout and excellent feedback! The catering spread from Caffetteria was very well done and very popular. Bonnie and whoever signs up to co-lead in 2023 will get together for lessons learned and ways to improve.

JazzFest JazzFest was rained out for the most part but did go on. We broke down our tent early though. The backdrop and inflatable instruments were a hit.

November/December Winter Show Exhibit The install went fine. Many SotA artists showed up late, and there wasn't enough buffer time between their pickup time slot and the new artists arrival. Bonnie will adjust this for the next install. It worked well to remove all of the existing artwork to the Council Chambers to be picked up there, so the new artists could unpack and stage in the gallery.

PLANNING AHEAD

Volunteers - Bonnie passed around a signup sheet to co-lead exhibits, liaise with other committees, and take notes at future meetings. Sign-up genius links will be forthcoming via email for installation days and reception set up and tear down days.

Leads so far from sign-up (Bonnie will pass around again at next meeting):

- i. **ArtWalk** | Led by: Jessie & Reese
- ii. Mar/Apr Exhibition - **Donna Yeager Solo** | Led by: McKay & _____
- iii. May/June - **Art of Photography 2023** | Led by: Jessie & _____
- iv. Jul/Aug Exhibition - **Shannon Trevethan & Shannon Brouk** | Led by: Abby & Justin
- v. Sept/Oct - **State of the Arts 2023** | Led by: Bonnie & _____
- vi. Nov/Dec Exhibition - **Debra Payne & Donna Paul** | Led by: _____

MARKETING

- Bonnie is going to reach out to Nancy Kalikow Maxwell and the committee for a couple of upcoming blogs.

The Planning Committee as a Whole meeting ended around 7:15 PM.

END

**PLANNING COMMISSION MINUTES
DECEMBER 6, 2022**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 6, at 6:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 6:00 p.m. with the following members present: Jon Birkel, 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, Multistudio; Nickie Lee, Deputy City Administrator; Greg Shelton, Council Liaison; Mitch Dringman, Building Official; Wes Jordan, City Administrator; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the October 11, 2022, regular Planning Commission meeting. Mrs. Wallerstein seconded the motion, which passed unanimously.

Mr. Breneman moved for the approval of the October 25, 2022, Planning Commission work session meeting summary. Mr. Birkel seconded the motion, which passed unanimously.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2022-126 Lot Split
 2211 W. 71st Street
 Zoning: R-1B
 Applicant: Kevin Green, Kevin Green Homes

Mr. Brewster stated that the applicant was requesting to split an existing lot into two lots to allow two single-family structures to be built. The existing lot is approximately 125.5' wide by 130' deep, resulting in a lot that is greater than 16,000 square feet. The proposal would split the lot down the middle for two lots that are 62.74' wide, and approximately 8,156 square feet each. The existing house would be torn down to allow for two new

houses. Mr. Brewster noted that the lot was platted prior to adoption of the Prairie Village zoning ordinances and subdivision regulations, and that other lots in the area ranged in width from 60' to 100', with some irregular lots being larger. Additionally, there are several lots to the west and east on the adjacent block that are 60' wide. The property is zoned R-1B, which has a minimum lot width of 60'.

Mr. Brewster said that the applicant had submitted a survey as part of the application which specified that the lot would be divided into two equal lots. Each resulting lot would be capable of being developed according to R-1B zoning standards. Mr. Brewster added that staff recommended approval of the lot split subject to the following conditions:

1. The lots are assigned addresses and lot identification numbers acceptable to the Johnson County Land Records requirements
2. Prior to recording, a note be added to the survey plat that the existing structure over the proposed lot line is to be demolished, and the split is subject to approval and execution of a demolition permit

Applicant Kevin Green from Kevin Green Homes, 6610 Royal Street, Pleasant Valley, MO, was present to discuss the application. Mr. Green stated that he agreed to the conditions for approval.

Mrs. Wallerstein asked why the application needed to be approved by the Planning Commission if it met all required criteria. Mr. Brewster stated that zoning regulations required the Planning Commission to approve all lot splits.

Mr. Valentino made a motion to approve PC2022-126 with the conditions listed by staff. Mr. Breneman seconded the motion, which passed unanimously.

PC2022-127 Site Plan for Monument Sign
5250 W. 94th Terrace
Zoning: CP-1
Applicant: Lee Mendenhall, Kansas City Signs

Mr. Brewster said that the applicant was requesting approval of a monument sign for a 1.11-acre office building on 94th Terrace, just northeast of 95th Street and Nall Avenue. The proposed sign would replace an existing sign in a large lawn area to accommodate the primary business and additional tenants.

Mr. Brewster noted that all new monument signs required approval by the Planning Commission, and that zoning regulations required the following specific standards for signs in non-residential districts:

- One sign per street lot
- 20 square feet size maximum
- 5' height maximum

- 3' setback from all property lines or 12' from street, whichever is greater, with associated landscape
- Base on at least 75% of plan, and materials that complement the building or other site elements

The proposed sign would sit approximately 6.5' beyond the sidewalk and 16' from the street curb. It is less than 20 square feet (19.36 square feet sign area) and sits on a 4.8' wide by 5' high black aluminum cabinet with aluminum skirt base. It has a white background and includes a main sign for the primary tenant and eight replaceable spaces for additional tenants. There are no plans for the sign to be illuminated.

Mr. Brewster said that the application generally met all standards, and recommended approval subject to the following condition:

1. All replaceable signs have a consistent appearance according to Section 19.48.080(d) of the City's zoning regulations, and ideally a white background, consistent font, and the same dark lettering.

Applicant Lee Mendenhall with Kansas City Signs, 8248 NW 101st Terrace, Suite 13, Kansas City, MO, was present to discuss the application.

Mrs. Wallerstein noted that there was no landscaping around the sign and asked that a condition be added requiring a landscape plan to be submitted for review by the City's landscape architect along with the sign permit application. Mr. Mendenhall agreed to the additional condition.

Mr. Breneman made a motion to approve PC2022-127 with the condition listed by staff as well as Mrs. Wallerstein's additional condition. Mr. Lenahan seconded the motion, which passed unanimously.

PC2022-128 Site Plan Exception for Fence
 7433 Village Drive
 Zoning: R-1B
 Applicant: Susan Robinson and Kyle Hill

Mr. Brewster said that the applicant was requesting to replace an existing fence that did not conform to zoning standards. Specifically, the request is for an exception to the required setback on Village Drive, allowing the construction of a new black steel picket fence in the same location (ranging from approximately 6' to 8' from the property line along the street rather than 17.5' back).

Mr. Brewster noted that the property is a corner lot on the southwest corner of a short cul-de-sac in the 7400 block of Village Drive. The cul-de-sac (also named Village Drive) serves four houses that sit back off the main Village Drive; one corner lot fronts the cul-de-sac on the west side, and the subject corner lot fronts the main Village Drive on the east side, with the side and rear yard abutting the cul-de-sac.

According to zoning regulations, this is defined as a street-facing side yard that abuts the front yard of the adjacent house to the southeast, which requires that the fence to be set back the greater of 15' or half the adjoining lot's front setback. In this case, the adjoining lot's front setback is 35', requiring the fence to be set back 17.5'. The fence that existed prior to the reconstruction on the lot was approximately 6' to 8' from the property line on that side, and approximately 11' to 13' from the curb edge of the cul-de-sac. Since the proposed fenced area is in the side and rear there are no restrictions on the design of the fence, other than the general height and design standards.

Mr. Brewster said that the proposed fence location would allow better utilization of the side and rear yard based on the corner location and the orientation of the house. Further, when comparing the proposed location to the location required by the ordinance, there would be no significant negative impacts on the public streetscape or the property most impacted to the southeast. The application would otherwise meet all site plan review criteria and fence standards applicable to the site. As a result, Mr. Brewster said that staff recommended approval of the fence site plan with the exception.

Property owners Susan Robinson and Kyle Hill were present to discuss the application.

Mr. Birkel asked if the location of the driveway would change with the construction of the new home. Mr. Dringman said that it would.

Mr. Valentino made a motion to approve PC2022-128 as presented. Mr. Lenahan seconded the motion, which passed unanimously.

OTHER BUSINESS

Approval of 2023 Meeting Dates

Mr. Birkel made a motion to approve the 2023 meeting date calendar as presented. Mr. Breneman seconded the motion, which passed unanimously.

Discussion of Ad-Hoc Housing Committee Recommendations

Mr. Brewster stated that based on the commission's direction at its October 25, 2022 work session, the topics to be prioritized for discussion at the meeting included the following:

- Key terms and common understanding
- R-3, R-4, MXD and C-district zoning
 - Current situation
 - Options and opportunities
- Options for public engagement
- Additional discussion

Mr. Brewster began by defining the terms being used in the housing discussion that were taken from the Village Vision 2.0 comprehensive plan, as well as the City's current zoning regulations and general planning and policy resources.

- “Attainable” or “affordable” housing: Terms that reflect the concept that housing costs should take up less than 30% of a household's gross annual income. Several categories are then gauged on rent or mortgage costs compared to the area median income (AMI) of a particular geographic area (i.e., the midpoint of all incomes). A more complete framing includes the following housing price points:
 - Extremely low: less than 30% AMI
 - Very low: 30% to 50% AMI
 - Low: 50% - 80% AMI

Village Vision 2.0 defines “workforce housing” as below 80% AMI, but the term often includes the “attainable” category in some markets or covers the 50% to 120% range:

- Attainable: 80% -120% AMI
- Moderate price: 120% - 200% AMI
- High price: 200%-300% AMI

The ranges are based on housing price points and are independent of any housing type or building type (i.e., a detached house can be in the “very low income” category, and an “apartment unit” can be in the “luxury” category). Amounts fluctuate over time based on market conditions, income trends, housing age and condition, housing and community amenities, and real estate values. Additionally, the ranges of categories may differ by market and are typically defined regionally or locally to reflect specific policy targets or priorities.

Mr. Brewster said that there were currently no policies or targets for any category established in Prairie Village. In Village Vision 2.0, the stated goal of the policy is to “diversify housing in terms of size, type, and price point,” with the understanding that doing so improves the ability for the overall housing stock to cover more of these ranges over time.

- “Missing middle housing”: A term used to describe a range of small-scale, multi-unit residential buildings within the following parameters:
 - Height: 2 to 4 stories
 - Lot size: 1,500 to 14,000 square feet
 - Units: 2 to 12

Village Vision 2.0 categorizes “missing middle” based on the following building types:

- Duplex - small lot: A residential building with a scale and massing consistent with a detached house, with two principal dwelling units. Each may share a common entrance, or where there are separate entrances, they are either coordinated in a single entrance feature, or one is subordinate to the other to maintain the scale and massing of a house.

- Multi-unit house: A residential building with the scale and massing like a detached house with three or four principal dwelling units. Each may share a common entrance, or where each has a separate entrance, they are either coordinated with a single entrance feature, or others are more discrete to maintain the scale and massing of a house.
 - Row house: A series of attached dwelling units, each with their own separate frontage and entrance, typically orienting to the same common lot frontage or open space.
 - Apartment - small lot: A small-scale, residential building with multiple dwelling units that share a common entrance oriented to the front of the building and lot.
 - Live / work: A building with separate residential and non-residential areas that share a common wall or floor between the residential and non-residential areas, and where the non-residential portion makes up no more than 50% of the floor area.
 - Mixed-use - small lot: A small-scale, non-residential building with ground level commercial or office uses, and dwelling units as accessories to the principal non-residential uses on the upper floors or behind the ground level commercial or office uses.
- “Accessory Living Quarter” - The zoning ordinance currently defines this as: “a subordinate dwelling unit within a single-family dwelling that provides basic requirements for cooking, living, sleeping, eating and sanitation. ALQs may not be subdivided or otherwise segregated in ownership from the primary unit.” ALQs are allowed in R-1A and R-1B zones subject to specific standards in the zoning regulations. This definition is similar to the one typically used for “Accessory Dwelling Units” other than the requirement that the dwelling unit be attached or “within” a single-family unit.
 - “Accessory Dwelling Unit” - A subordinate dwelling unit that is associated with and on the same lot as the principal dwelling unit, that may be attached to the principal building, internal to the principal building (i.e. attic or basement apartment), or in a permitted detached building.

Mr. Brewster next provided information about R-3 and R-4 zoning districts, noting the following:

- Current zoning regulations require the following:
 - Minimum lot size:
 - R-3: 2,500 square feet per unit
 - R-4: 3,500 square feet per unit
 - Most existing 3 and 4-unit houses are on larger lots and result in two larger attached houses
 - No specific building type or design standards in R-3 and R-4
- Opportunities to create more options:

- Reduce the per-unit lot size (i.e., allow 3 or 4-unit buildings on 6,000 to 10,000 square foot lots)
- Include maximum lot sizes (i.e., require more compact formats in some areas)
- Apply neighborhood design standards or similar design for compatibility

Mr. Birkel asked how transportation is addressed in the proposed recommendations. Mr. Brewster stated that the Center for Neighborhood Technology had a transportation affordability metric which could be helpful. Mr. Birkel also asked for clarification on the goals of the conversation. Mr. Brewster responded that the goals were in line with those found in the comprehensive plan, which are to diversity housing options and maintain the integrity of Prairie Village neighborhoods.

Mr. Wolf asked if there would be a parking requirement for smaller lots. Mr. Brewster said that the current requirements would still be in place, though the recommendation would be to place parking areas in a location that is not visible from the street.

Mr. Lenahan noted that the information presented was likely too technical for the public and suggested that using pictures instead of illustrations would be helpful.

After further discussion, Mr. Brewster shared information about C-0, C-1, C-2 and MXD zoning districts, noting the following:

- Current zoning regulations require the following:
 - C-0 allows residential buildings subject to R-1 through R-3 standards; no specific mixed-use building standards
 - C-1 and C-2 districts do not permit residential uses
 - MXD subject to discretionary plan review
- Opportunities to create more options:
 - Incorporate all other R-3 and R-4 options in C-0 districts
 - Allow small-scale and multi-unit buildings in C-1 and C-2
 - Create standards for different scales of mixed-use buildings
 - Investigate smaller application of MXD zoning (i.e., infill within current commercial zoning)
 - Improve criteria or consider baseline standards for smaller-scale mixed-use buildings in MXD

Mr. Valentino stated that sharing detailed maps and visual examples of each zoning district during public comment sessions would be helpful for residents to better understand what is being proposed.

Mrs. Wallerstein asked what the current process is if a developer was seeking to put a residential project in a commercial district. Mr. Brewster stated that no such proposals had been received, but that staff would let the developer know that a rezoning to a residential or mixed-use district would be required first. He added that staff would advise developers if a proposed project would be difficult to get approved by the Planning

Commission and City Council. Ms. Brown said that rezoning would likely not be seen in a favorable light by residents. She asked if staff could provide examples of other cities that had made similar changes, and what processes were used to accomplish them.

Mr. Wolf noted that the Planning Commission was not a legislative body, and that the options being considered needed to be sanctioned by the Council rather than simply making zoning changes to allow for different types of development in specific areas. He added that the cost of land in the City made it difficult for developers to build more affordable housing without economic incentives.

Mr. Jordan suggested that a joint work session of the Planning Commission and City Council could be beneficial to discuss goals more thoroughly. Mr. Wolf asked if any commissioners were supportive of a work session with the Council, and all agreed with the proposal. Mr. Jordan stated that staff would provide potential dates for the work session, after which a public input session would be scheduled.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 7:52 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

Prairie Village Diversity Committee Agenda - December 13th, 2022

Approval of agenda - Cole 1st, George 2nd, passes unanimously

Approval of Minutes - David 1st, Karen 2nd - passes unanimously

Town Hall Planning - Hazel/Karen

- Ran through broad ideas and topics
- Panel is proposed, not fully confirmed
- Trying to lock down a firm date. Meadowbrook is not available on Sat Feb 18th
- Moderator - decision around going with a professional or a volunteer

MLK Event Update - George

- Waiting on one final confirmation
- Dance/Jazz combo confirmed
- Yard signs sent to print - design created by Village Pres
- Large promotional sign will be dropped off this week at City Hall

Interpretive Panel Update - David

- Consideration that the panel needs to discuss the lasting impact of exclusionary housing and zoning policies
- Generational wealth disparities. Consideration of the impact on health and impact on home values

PV History Page Update - David

- Sent over suggested text a while ago. Will resend.

Strategic Planning Session Update - Cole

- Contacted and coordinating with UCS. Going to utilize hours of instructional credit to bring in their expertise to craft a plan for the committee. Date and time still TBD.

Old business

- None

New business

- Committee agreed to move meetings to 4 PM to relieve burden on staff and liaisons

Point of personal privilege

- Chair Inga Selders was recognized by the committee for her term of service and dedication to the advancement of the committee and advocacy for diversity in Prairie Village

Motion to adjourn passed unanimously

PARKS AND RECREATION COMMITTEE
5:30 p.m., December 14, 2022
City Hall – Council Chambers

Minutes

Attendance: Chairman Terrence Gallagher, Matthew Geary, Jayme Merklein, Caety Meyer, Jay Moorman, Kevin Murphy, Lauren Ozburn;
Staff: Meghan Boom, Melissa Prenger

Consent Agenda

Meeting Minutes – October 12, 2022: Jay Moorman moved to approve the minutes. Kevin Murphy seconded the motion and it passed unanimously.

Reports

1. Chairperson’s Report – Terrence Gallagher welcomed the committee to the meeting.
2. Recreation Report – Meghan Boom shared that the search for an aquatics supervisor is ongoing.
3. Public Works Report – Melissa Prenger provided an update on behalf of James Carney. Leaf cleanup is underway on traffic islands and parks. The pool complex, fountains, irrigation, and play stream have been winterized. Tree pruning and stump grinding from previous tree removals are underway. The rain garden at Taliaferro had been dying over the last couple of years, and the landscaping in the garden is being improved and expanded.

New Business

1. Schliffke Park concept and update – Melissa Prenger shared the updated Schliffke park improvements that are happening in conjunction with the flood control project. The parking and trees will be removed in early 2023. The current trees are not salvageable, and appropriate trees will be replanted at the conclusion of the work. Utility upgrades will follow, with Mission Road construction to begin later in the spring. The final park construction will be completed in fall 2023 and spring 2024 depending on the types of plants. The hardscapes will include concrete nodes off the sidewalks with benches and tables. The look and feel will mirror Shaffer Park across the street.
2. Universal signing and park branding discussion and updates – Ms. Prenger shared samples of signs as drafted by Scott Bingham from BBN architects. Verbiage on the sign will be simplified, with remaining rules and reservation information online and accessible through a QR code.

Ms. Prenger asked for feedback on background colors, accent colors, and the map design.

Accent colors – The committee removed salmon and white from consideration. After further discussion, they committee preferred green accent colors should a blue background be chosen. The green should compliment the colors in the map.

Background colors – The committee thought blue popped, would hold up to dirt and graffiti, and is more playful the white background.

Map – The committee didn't care for the cartoony nature of the trees and wanted them to be softened. They wanted to increase certain elements in size based on their importance and remove the soccer ball from the open greenspace. Mr. Gallagher would like to see more of the map/drawing elements on the small signs instead of text only.

Other feedback – The committee preferred the “scan me” QR code. The committee discussed the sizes of the signs for the individual parks. Mr. Gallagher expressed a preference for including a “did you know” on some of the smaller signs in addition to the larger signs and the committee agreed. Mr. Gallagher discussed the possibility of working with the Diversity Committee on certain elements to include some of Prairie Village's history as it relates to redlining and deed restrictions. Ms. Prenger will refine the list of parks and the preferred sign size.

3. Prairie Village Foundation – Mr. Gallagher shared that the Parks & Recreation Fund in the Foundation has reached a substantial amount and would like the committee to provide ideas for spending. Suggestions received via email included charging stations for cell phones and a swing coaster. Jayme Merklein suggested expanding the sports court in a smaller park, striped for basketball and pickleball. Lauren Ozburn suggested revisiting the items from the parks review that didn't make the CIP, like the tire swing area at Porter Park. Ms. Merklein suggested a slide in the baby pool.

Other

Kevin Murphy suggested a concrete wall for the tennis practice court instead of plywood. Ms. Prenger will investigate the plans.

Information Items

Meeting Schedule

- January 11, 2023
- March 8, 2023
- May 10, 2023
- September 13, 2023
- October 11, 2023
- November 8, 2023

Adjournment

Activity Report | 4th Qtr 2022



PROUDLY SERVING



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

In this issue:

- Service Calls Report
- In Memory of Capt. Ledgerwood
- Training
- Community News and Events
- Our CFD2 Team
- Farewell to Josiah Kimmig



4th Quarter 2022

Medical/Assist Calls	901
Fire Calls	591
Total Calls for Service	1492
Training Hours	2180
PR/Educational Activities	60

IN MEMORY OF RETIRED CAPTAIN GENE LEDGERWOOD



GENE LEDGERWOOD 6/6/1961-12/6/2022

Retired Captain Gene Ledgerwood passed away on December 6, 2022, surrounded by family. Gene spent 32 years at CFD2 and retired as a Captain in 2016. Gene fought and beat throat cancer while working at CFD2 and continued to show his strength and determination throughout his career. Gene was a mentor to many and will be missed by our CFD2 family. Our sincerest condolences are with the Ledgerwood family and all those

CFD2 FIRE TRAINING



Extrication training at a nearby facility in KCK. The owners donated their space and vehicles for CFD2 to practice extrication techniques.



Crews practicing ventilation on a vacant home that the owner generously allowed CFD2 to use for training.





COMMUNITY NEWS and EVENTS

POLICE VS. FIRE CEREAL DRIVE



During our 2nd annual cereal drive to benefit the Mission Adopt A Family program, Mission Police and CFD2 collected almost 1,000 boxes of cereal, to benefit Mission families in need. While CFD2 lost this year, we are so proud of our community and members for their donations and effort.

TOYS FOR TOTS



Another successful year in the books for Toys For Tots donations. While we haven't received a final count, we believe we collected over 600 toys. Our donation boxes and our hearts were full! Thanks to our members and our community for donating to a great cause!



FIRE PREVENTION MONTH RECAP

In October, CFD2 visited nearly 20 schools, to teach fire prevention safety tips to nearly 1,000 children, ages Pre-K to 2nd grade. While the kids love seeing the trucks and the firefighters, we love being able to teach basic fire safety and prevention to them!



FRIENDLY REMINDER FOR OUR CITIZENS

We have been receiving an increased number of calls to our administrative phone and station phones, requesting the fire department. We want to remind everyone to call 911 if you need ANY fire department response. We understand some calls may seem like they are not an emergency or do not warrant a 911 call, but in order to ensure that you will have someone answer your call and respond, we recommend that you call 911. Our administrative line is for non-emergencies such as:

1. Public Relations events/Station Tours

2. Fire-related questions that do NOT require a fire department response
3. Media inquiries
4. Permit questions
5. Report requests

We want to make sure you are SAFE and get the proper help when needed. If in doubt, call 911!



OUR CFD2 TEAM

CFD2 Welcomes FF Intern Carlitos Hernandez



FF Intern Carlitos Hernandez started with CFD2 in November. Carlitos has completed the requirements and training for his fire certifications and EMT. He will get his Kansas EMT license this month. Carlitos worked hard during his time at JCCC in the fire and EMS programs and continues to work hard as an intern at CFD2. We are excited for his future here at CFD2!

What is a Firefighter Intern?

CFD2 recently created two Firefighter Intern positions, which will allow CFD2 members to mentor potential

candidates that have not yet completed all the requirements for a firefighter position, but are close to completion. These positions are for skilled and motivated students that seek future employment with CFD2. Click on the link below, to find out more information on the FF Intern position.

[FF Intern Position Information](#)



Farewell to Josiah



Josiah Kimmig left CFD2 in November to return to active duty in the military. While he will be missed, we support Josiah in making this decision to best fit his family dynamics. We are honored to have had him for the past year. Best of luck and thank you for your service, Josiah!



Johnson County Consolidated Fire District No.2 | 913-432-1105 | ContactUs@cfid2.org | www.cfid2.org

STAY CONNECTED



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: December 28, 2022

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JANUARY PLAN OF ACTION

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

- JCPRD Programming - Meghan (01/23)
- NLC Conference Planning - Meghan/Nickie (01/23)
- Local Government Day in Topeka - Nickie (01/23)
- Annual Health Risk Assessments - Cindy (01/23)
- Superpass Agreement - Meghan (01/23)
- Master Personnel Spreadsheet Updates - Cindy/Nickie/Jason (01/23)
- Council Service Longevity - Adam (01/23)
- Updating 2023 Deductions and Compensation - Cindy/Tim (01/23)
- Finalizing W-2s and Year-end Payroll - Cindy/Tim (01/23)
- Pension Board Trustees Meeting - Cindy/Tim (01/23)
- 2023 Exterior and Sustainability Grant Applications - Nickie (01/23)
- Forfeiture Trust Fund Report/Presentation - Chief (01/23)
- Lifeguard and Pool Operational Staff Hiring - Meghan - (01/23)
- Marketing Strategy Evaluation - Ashley/Meghan (01/23)

In Progress

- Annual Everygy Update - Wes (12/22)
- 2023 Non-Health Insurance Midyear Evaluation - Jason/Nickie (12/22)
- Council Work Session - Meghan/Wes (12/22)
- Research Federal Infrastructure/Jobs Act Grants - Jason/Nickie (12/22)
- 2023 NE Chamber State of the Cities Presentation - Mayor/Staff (12/22)
- Local Government Day in Topeka - Nickie (12/22)
- Public Arts Fund program planning - Nickie/Meghan (11/22)
- Annual Meetings with County/State Elected Officials - Nickie/Mayor/Wes (11/22)
- Aquatics Supervisor Hiring Process - Meghan (11/22)
- Annual Volunteer Applications for Committees - Staff (11/22)
- Information Systems Specialist Hiring Process - IS/ Cindy/Tim (11/22)
- Park Sign Replacement and Branding Process - Melissa (9/22)

- Summer Recreation Program and Fee Review - Meghan (09/22)
- Recycle Right Initiative - Ashley/Adam (07/22)
- Ad Hoc Housing Committee Recommendations - Nickie/Chris (07/22)
- Diversity Training - Tim/Cindy (06/22)
- Ward Boundaries - Nickie/Chris (06/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Next Steps UCS Racial Equities - Tim (04/22)
- Business Continuity Plan - Tim/Dan/Nickie (03/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Diversity Recruitment Review - Cindy/Staff (01/22)
- Agenda Management Software Evaluation - Adam/Ashley (12/21)
- Phone System Replacement - IS (11/21)
- Researching Department of Energy Solar App+ Program - Nickie (10/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- 2021 International Energy Conservation Code - Nickie/Mitch (03/21)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Research Viability of Interior Rental Inspections - Nickie (06/19)

Completed

- Annual Contract Renewals - Staff (12/22)
- Mayor's Holiday Tree Lighting - Staff (12/22)
- 2023 Employee Status Sheet Updates - Cindy (12/22)
- 2023 Arts Council Beverage License Renewal - Nickie (12/22)
- 2023 Commercial Beverage License Renewals - Adam (12/22)
- Agreement for Audit of 2022 Financials - Jason (12/22)
- 2022 Employee Appreciation/Recognition - Meghan (12/22)
- Village Voice Articles for January/February Edition - Ashley/Staff (12/22)
- Sustainability and Exterior Grant Presentation - Nickie (12/22)
- Update - Ad-Hoc Civic Center Recommendations to Council on Dec 19 - (12/22)
 - MOU w/YMCA
 - Second Community Center Survey
- Prairie Village Foundation annual giving campaign - Meghan (11/22)
- Updated Fee Schedule - Adam (11/22)
- 2023 Legislative Platform - Nickie (11/22)
- Year-End Budget Expenditure Review - Jason/Dept. Heads (11/22)
- Holiday event planning - Meghan/JD (9/22)
- New Permit & Licensing Software Implementation - Nickie/Staff (12/21)
- Council Committee Preference Requests - Adam (12/22)
- STO/UPOC Update - Deana (11/22)

Ongoing

- City Hall/PD Feasibility Study - Melissa/Staff (04/22)
- Lap Pool Repair Project - Keith (08/22)

Tabled Initiatives


- Pool Mural Project - Meghan (04/21) [placed on hold until Civic Center discussion is concluded 09/22 because the location could be impacted]
- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: January 1, 2023

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: JANUARY PLAN OF ACTION PROJECT UPDATE

Hiring Processes - Staff (01/23)

- *Police Officer - 7 vacancies (1 candidate in background phase)*
- *Dispatcher - 1 vacancy (1 candidate in background phase)*
- *Court Clerk - 1 vacancy (has now been filled)*
- *Aquatics Supervisor*
- *Mechanic - 1 vacancy (has now been filled)*
- *Maintenance - 1 vacancy (has now been filled)*
- *IS Specialist - 1 vacancy*

Marketing Strategy Evaluation - Ashley/Meghan (01/23)

New - As social media platforms continue to become more and more focused on ad revenue and a "pay to play" model, it has become increasingly difficult to organically reach our intended audiences with City messages. Staff is exploring options for paid advertisements both on social media as boosted posts and elsewhere across the internet. Staff will test out a variety of ads in the upcoming months, particularly focusing on grant programs.

Ad Hoc Housing Committee Recommendation Next Steps - Planning Commission/Staff (7/22)

Update - The City Council directed staff to review the Ad Hoc Housing Committee's recommendations at the June 21, 2022 Council meeting. Since that time, staff has been working with Planner Chris Brewster to develop next steps. The Planning Commissioners had their first discussion about the recommendations at their September 13 Planning Commission meeting and conducted a follow up work session discussion on October 25 and December 6, 2022. During the meeting on December 6, the Planning Commission discussed the possibility of having a joint work session with the City Council to better understand attainable housing goals in correlation to zoning changes. The Mayor and Staff plan to have a meeting with the Planning Commission Chair to further discuss this possibility in early January.

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

The City issued an RFP and received five responses. City Staff and an elected official reviewed the responses and unanimously picked Swartz Consulting. The contract with Swartz Consulting was approved by the Council and work began on the project the first week of December, 2022. A City Staff team with representatives from all Departments met with Melissa Swartz for a kick off meeting. Additional employee meetings to discuss the project are pending in January, 2023.

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

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

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

Mitch (Building Official) attended a week-long training on the 2021 IECC in March 2022 and continues to study the code to prepare for adoption. We are currently experiencing high volume of plan reviews and implementing a new software, which is slowing down the process to adopt the 2021 IECC. We have begun the process of contracting out for plan review services to help us stay on top of plan review, and the goal is that once we will bring forward the ordinance to Council for adoption.

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

Update The City received \$1.62m American Rescue Plan dollars in July 2021, and the received \$1.6m in July 2022. The Department of Treasury released its Final Rule which included details on how the funds can be spent. The Council discussed uses of funds at the Council Work Session in February, and also when approving the preliminary 2023 Budget. Here is a detailed list of how the funds have been spend and/or allocated to date:

Total ARPA Funding (Incl. Interest earned)		3,429,707
Actual expenditures through 11/30/22		
COVID related expenditures	(6,409)	
Pool repair design work	<u>(45,694)</u>	
Total cash expenditures to date		(52,103)
Anticipated future expenditures from ARPA Funds		
Implementation of 2022 Salary Study	(500,000)	
Pool Improvement Project	(1,850,000)	
IT/Phone System Improvements	(300,000)	
City Hall Remodel/Other Infrastructure	<u>(727,604)</u>	
Total anticipated future expenditures		(3,377,604)
Remaining unallocated ARPA funds		<u><u>(0)</u></u>

Pool Mural Project - Meghan (04/21)

This project has been placed on temporary hold until there is a better understanding about the possible construction of a Civic Center. We would not want to paint a mural if there is a possibility the location could be subject to construction. The City has received grant funding in the amount of \$3,500 for the proposed pool mural. A call for artists will open shortly, and proposed murals will be reviewed by representatives from Park & Rec, the Arts Council, and Diversity Committee.

City Hall/PD Feasibility Study - Staff (04/22)

Clark & Enersen who the City hired for architectural and engineering design services has begun the process of meeting with all staff to discuss space needs, adjacencies, as well as a structural/mechanical evaluation of the facilities. C&E and City Staff have conducted various walk-throughs of the buildings. We hope to have their professional opinions to the Council in early 2023.

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

Staff is reviewing the policy and practice for commemorative memorial donations in the Prairie Village Parks. This item was tabled in 2020 but will be reviewed in the first quarter of 2023, beginning with the Parks and Recreation Committee in January. Reviews will follow by the Tree Board and Prairie Village Foundation before coming forward to City Council.

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

We plan to revisit this topic with the Council to include KSA restrictions on interior inspections.