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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 18, 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**
- 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 December 18. 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 4, 2023
2. Consider approval of expenditure ordinance #3033
3. Consider approval of 2024 fee schedule with tow fee updates
4. Consider installation of stop signs at the intersection of 69th Street and Fonticello
5. Consider 2024 property tax rebate program recommendations
6. Consider renewal of information technology services between Johnson County DTI and the City of Prairie Village
7. Consider bid award for HVAC services
8. Consider bid award for pest control services

IX. **COMMITTEE REPORTS**

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2023-76 Consider approval of 2024 legislative platform
Nickie Lee

COU2023-77 Consider adoption of 2023 Standard Traffic Ordinance for Kansas
cities and 2023 Uniform Public Offense Code for Kansas cities
Deana Scott

COU2023-78 Consider removing Article 4 (Smoking) of Chapter XI (Public
Offenses and Traffic) of the Prairie Village Municipal Code
Deana Scott

COU2023-79 2024 exterior grant program changes
Nickie Lee

COU2023-80 2024 residential sustainability grant program changes
Nickie Lee

COU2023-81 Consider election of 2024 Council president
Mayor Mikkelson

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

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 4, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 4, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Cole Robinson, Chad Herring, Inga Selders, Ron Nelson, Bonnie Limbird, Lauren Wolf, 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, 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.

Youth Council members present: Brynn Bettenhausen, Robbie Lashmet, Isabelle Zschoche.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Ms. Selders made a motion to approve the agenda as presented. Mr. Dave Robinson seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PRESENTATIONS

- Mayor Mikkelson read proclamations recognizing the accomplishments of outgoing Councilmembers Chad Herring, Bonnie Limbird, Piper Reimer, and Courtney McFadden.
- Mayor Mikkelson swore in new Councilmembers Terry O'Toole, Lori Sharp (via Zoom), Tyler Agniel and Nick Reddell, as well as re-elected Councilmembers Inga Selders and Ian Graves.
- Gregg Zike and Michelle Pitsenberger with First Washington Realty provided an update on the Prairie Village, Corinth Square and Corinth Quarter shopping centers.



PUBLIC PARTICIPATION

- Tom Clough, 8510 Delmar, Tom Ward, 22 Coventry Court, and Pam Justus, Ward 4, shared their opinions on topics and welcomed new Councilmembers to the governing body.
- James Senter, 4707 W. 80th Street, thanked Piper Reimer for her service on the Council.
- Lauren Martin, 8411 Somerset Drive, Dennis Boody, 7639 Chadwick Street, Jerry Stogsdill, 4414 Tomahawk Road, and Paul Gorelick, Ward 6, thanked outgoing Councilmembers.
- Mike Sullinger, 7908 El Monte, shared his thoughts about the ethics complaints considered by the Council at its previous meeting.
- Leon Patton, Ward 5, stated his concern that the meeting agenda had conflicting items on alcohol use.

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 - November 20, 2023
2. Consider Resolution 2023-06, approving the Prairie Village Arts Council artist receptions in 2024 as special events promoting the arts to allow the serving of free alcohol
3. Consider approval of issuance of cereal malt beverage licenses for 2024
4. Consider renewal of Blue Valley Public Safety contract for the City's outdoor warning siren system maintenance for 2024.
5. Submittal of form #1302 to the Kansas Department of Transportation for Windsor Park trail project.

Ms. Sharp asked that item #5 be removed for further discussion.

Mr. Nelson made a motion to approve consent agenda items #1 - #4. A roll call vote was taken with the following votes cast: "aye": C. Robinson, O'Toole, Selders, Nelson, Sharp, Wolf, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed unanimously.

Ms. Sharp asked for background on the Windsor Park trail project and whether the proposed trail would be made of concrete or asphalt. Mr. Bredehoeft said the project was a part of the City's capital improvement plan and was scheduled to be completed in 2026. He noted that the existing asphalt trail would be completely replaced with a concrete trail. Ms. Sharp shared concern that concrete was harder on the human body, and that asphalt would be preferable. Mr. Bredehoeft said that he would review whether asphalt could be used instead.



Mr. Nelson made a motion to approve item #5 from the consent agenda. Ms. Wolf seconded the motion, which passed unanimously.

COMMITTEE REPORTS

- Robbie Lashmet spoke about recent events that the Youth Council had participated in, including the Mayor’s Christmas tree lighting, the gingerbread house building fundraiser, and an interview with members of the Police Department.
- Mr. Shelton said that he had attended the Mid-America Regional Council’s climate action workshop on December 1. He also noted that the Planning Commission would meet on December 5 to further discuss updates to R-3, R-4, commercial, and mixed-use districts in the City.
- Mr. Dave Robinson provided information about “Candy Cane Lane”, a Prairie Village holiday fixture at 79th Street and Outlook Lane since 1958.

MAYOR’S REPORT

- The Mayor shared information about events that had taken place since the prior Council meeting:
 - A retirement celebration for Lenexa Mayor Michael Boehm, who had served as mayor for 20 years
 - A Mid-America Regional Council Board meeting
 - A virtual meeting regarding a regional housing fund initiative in the Kansas City metro area
 - One-on-one and group meetings with Prairie Village residents
 - The Mayor’s holiday tree lighting and gingerbread house building events
- The Mayor noted the following upcoming events:
 - A retirement party for Leawood Mayor Peggy Dunn
 - A Johnson County/Wyandotte County Mayors holiday dinner
 - D.A.R.E. graduations at several elementary schools in the City
 - The City’s annual volunteer appreciation dinner
 - A Mission Hills City Council holiday lunch
 - A Northeast Johnson County Chamber of Commerce holiday lunch
 - A Prairie Village staff appreciation lunch
- The Mayor also shared tips for new Councilmembers to improve dialogue during meetings.

STAFF REPORTS



PRAIRIE VILLAGE
KANSAS

- Ms. Lee noted that the Codes Department had begun contacting residents about removing temporary yard signs that had been displayed longer than the municipal code allowed.
- Mr. Jordan noted that new Councilmembers had attended an orientation with staff the prior week.
- Mr. Cole Robinson said that residents on Homestead Court had asked if traffic calming measures could be added to the street. Mr. Bredehoeft said that Public Works was currently evaluating the situation and would have more information soon.
- Mr. Nelson noted that Mission Road between 67th Street and Tomahawk Road had reopened after months of construction, and asked when sidewalks would be installed. Mr. Bredehoeft stated that sidewalks and sod work would be completed in the next few weeks.

OLD BUSINESS

None

NEW BUSINESS

At this time, Mayor Mikkelson asked Council President Nelson to lead the meeting.

COU2023-71 Consider 2024 contribution allocation recommended by United Community Services for Human Service Fund grants

Erika Garcia Reyes, Director of Resource Allocation for United Community Services of Johnson County (UCS), gave a presentation describing the core functions of the organization and its focus on education and advocacy, mobilization and planning, and targeted resource allocation. She noted that the allocations, collected from cities within Johnson County, were used to provide services to residents and improve the well-being of the community. Prairie Village had contributed to the fund each year since 1990.

Mr. Hannaman said that the 2024 budget had designated a \$10,500 contribution, an increase of \$500 over both 2023 and 2022. If approved, the City's contribution to UCS would be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2024 Human Service Fund Recommendation Report.

Mr. Cole Robinson made a motion to approve the recommendation of the UCS Grant Review Committee contained in the 2024 Human Service Fund Recommendation Report and a contribution to UCS of \$10,500. Ms. Wolf seconded the motion.



Ms. Sharp stated that she felt UCS did good work for the community but did not believe that City tax dollars should be used to support a county organization.

After further discussion, the motion passed 11-1, with Ms. Sharp in opposition.

COU2023-72 Consider 2024 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2024 alcohol tax funds and 2024 opioid settlement funds

Ms. Piper Reimer, who served as the City’s liaison to the Drug and Alcoholism Council of Johnson County, shared her thoughts about the program, noting that state statutes required that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol and drug prevention or rehabilitation programs.

Ms. Garcia Reyes said that the Drug and Alcoholism Council of Johnson County formed a grant review process providing a structured and accountable system that allowed organizations, through one application, access to funds from multiple jurisdictions. She added that UCS had been managing the program since 1980.

Mr. Hannaman stated that the City had ultimate authority and responsibility for determining the allocation of the City’s portion of the alcohol tax fund (ATF). The 2024 budget included an allocation of \$44,000, the same amount as in 2023. He added that UCS also managed the allocation of statewide opioid settlement funds (OSF) for Prairie Village as well as five other cities and Johnson County. Due to a lack of history to plan for OSF amounts received, staff told UCS that allocations would only be made in the year following receipt of funds. Based off actual 2023 OSF receipts, the 2024 budget allocated \$50,000 to UCS for the program.

Ms. Selders made a motion to approve the recommendation of the Drug and Alcoholism Council of Johnson County contained in the UCS Fund Recommendations Report and approve a contribution to UCS of \$44,000 of alcohol tax funds and \$50,000 of opioid settlement funds from the 2024 community programs budget in the special alcohol fund. Ms. Wolf seconded the motion.

Ms. Sharp said that she felt the program was worthwhile but did not think that City funds should be used.

Mr. O’Toole asked if the City would use general fund dollars to replace opioid settlement funds if they were longer available. Mr. Hannaman said that other than alcohol tax funds, the City would only contribute additional money to the program after opioid settlement funds had already been received.

After further discussion, the motion passed 11-1, with Ms. Sharp in opposition.



At this time, Council President Nelson returned leadership of the meeting to Mayor Mikkelson.

Mr. Shelton made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Wolf and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE **Discuss 2024 legislative platform**

Stuart Little and Mallory Lutz from Little Government Relations provided an overview of items that would likely be considered by the state legislature in 2024.

Ms. Lee stated that each year, the City Council considered and adopted a legislative platform, establishing the City's legislative priorities for the upcoming legislative session. The document is shared and discussed with local, state, and federal elected officials who represent Prairie Village, and is used by staff and the City's lobbyist when determining whether the City should submit testimony on legislation.

In 2021, Council changed the format of the platform, by endorsing the League of Kansas Municipalities' Statement of Municipal Policy and identifying the top priorities of the City in an additional document. Ms. Lee said that staff asked Little Government Relations to make recommendations for changes for the 2023 platform, and Councilmembers to individually send any requested changes to discuss at the meeting. The following suggestions were received:

- From LGR: Consider moving the "local control" section to the top of the document.
- From LGR: Consider whether to amend the tax policy section to address the pending appraisal constitutional amendment. The League of Kansas Municipality 2024 platform already includes: "We support appraisals based on fair-market value as historically used in Kansas. We oppose caps in property valuations and limitations on valuation methods that shift the property tax burden, benefiting one category of property to the detriment of all others, as unconstitutional and inequitable."
- From LGR: Consider changing the term "marijuana" to "cannabis" to be consistent with other potential pending legislation.
- From Lori Sharp: "I am not in support of using tax payer dollars to lobby the statehouse. I also do not support the additional Prairie Village platform. The KS league of municipalities is sufficient."
- From Councilmember Terrence Gallagher: "I would like to amend our statement to revise and eliminate the legislation of marijuana; revising it to legalization of Medical Marijuana."



Mr. Cole Robinson made a motion to move the “local control” section to the top of the document, per the recommendation from Little Government Relations. Mr. Graves seconded the motion, which passed unanimously.

Mr. Shelton made a motion to add the League of Kansas Municipalities’ language regarding property evaluations to the Tax Policy section. The motion was seconded by Ms. Wolf and passed unanimously.

Mr. Gallagher made a motion to remove the language “We support the legalization of marijuana and its derivatives” from the City’s legislative platform and revise it to read “We support the legalization of medical cannabis”. Mr. O’Toole seconded the motion.

After further discussion, the motion failed 8-4, with Mr. O’Toole, Ms. Sharp, Mr. Agniel and Mr. Gallagher in support.

Mr. Cole Robinson made a motion to change the term “marijuana” to “cannabis” in the statement “We support the legalization of marijuana and its derivatives” to be consistent with other potential pending legislation. The motion passed 11-1, with Ms. Sharp in opposition.

Ms. Sharp stated that she was not in support of using taxpayer dollars to lobby the statehouse. She added that she was not supportive of the Prairie Village platform, and that the League of Kansas Municipalities’ platform was sufficient. After discussion, no motion was made.

COU2023-73 2024 Recommended program changes: exterior and sustainability grants

Ms. Lee said that in 2008, the exterior grant program was created to encourage homeowners to invest in their home’s curb appeal. She noted that each year, staff prepared an annual report that outlined how funds were utilized. In 2023, the City allocated \$90,000 from the economic development fund to the program (\$74,000 in new money and \$16,000 from prior year carry over funds), with the following results:

- 32 exterior grants awarded totaling \$59,546 (*as of 11/22/2023*)
- 10 applications abandoned due to various issues including contractor and supply limitations
- Total homeowner investment: \$323,847
- Average grant award for exterior grant: \$1,861
- Average appraised value for homes receiving grants: \$313,750



In 2021, the residential sustainability grant was created to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes. \$30,000 was set aside for the program in 2023, with the following results:

- 15 sustainability grants awarded totaling \$30,139
- Two applications abandoned
- Total homeowner investment: \$126,970
- Average grant award: \$2,009

Ms. Lee said that staff recommended the following changes for 2024:

- Increase the appraised value maximum for the 2024 exterior grant program from \$375,000 to \$400,000
- Continue to open the program on February 1 and shorten the amount of days to complete the project from 180 to 120, allowing for a second round of grant applications to open in the summer if funds became available
- Reallocate the unused 2023 exterior grant funds (estimated around \$30,000) to the 2024 grant programs, increasing the 2024 exterior grant budget to \$90,000 and sustainability grant budget to \$40,000

Ms. Wolf made a motion to accept staff's recommendations for the 2024 exterior grant and sustainability grant programs, increasing the appraised value maximum for the exterior grant from \$375,000 to \$400,000; reducing the time to complete from 180 to 120 days; opening the program application period on February 1, 2024; and utilizing unspent 2023 funds in 2024. The motion was seconded by Mr. Cole Robinson.

Mr. Shelton asked how many of the properties that received grants were rental homes. Ms. Lee said she believed all grant recipients in 2023 were owner-occupied homes but that she would verify and bring information back.

Ms. Selders made a motion to amend the motion by removing rental homes from the grant eligibility requirements. The motion was seconded by Mr. Shelton.

Mayor Mikkelson noted that the original intent of the program was to address code violations for all homes in the City, including rental properties. Mr. Graves asked Ms. Lee to bring back data at the next meeting showing how many rental property owners had taken advantage of the program. Mr. Reddell stated that he was interested in knowing how many Prairie Village residents also owned rental properties in the City. Ms. Lee said she would bring the information back at the December 18 meeting.

After further discussion, Ms. Selders withdrew her amendment to the motion. The original motion passed unanimously.



COU2023-74 Consider 2024 property tax rebate program recommendations

Mr. Geffert stated that in November 2021, the City Council voted to allocate \$20,000 from the City’s 2022 general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. Only Prairie Village residents living in owner-occupied homes, that are current on payment of their property taxes and special assessments and meet the income guidelines are eligible for the program. Applicants must also live in a home that is appraised by the county at or below the previous year’s average property value in the City (in 2023, this amount is \$496,424).

Initially, income limits were based on data provided by the U.S. Department of Housing and Urban Development’s (HUD) “very low income” guidelines, which represent 50% of the regional median family income for a household of four people. For 2023, income guidelines were increased to 65% of the median family income in an effort to assist a larger number of residents.

In 2022, rebates were issued to 28 households totaling \$14,015.94. In 2023, the response from residents was significantly larger, and staff asked for an additional \$5,000 in funding to accommodate as many applicants as possible. In total, rebates were issued to 53 households, totaling \$29,201.53. Mr. Geffert noted that along with the \$25,000 allocated by Council, an additional \$6,000 in unused funds was rolled over from 2022.

Mr. Geffert said that for 2024, staff was recommending \$25,000 be allocated to the program again, and that income limits remain at 65% of the Kansas City metro area median family income, as shown below. \$1,798.47 currently remains available in the 2023 budget allocation, bringing the total available funding for 2024 to \$26,798.47.

HUD Income Limits - FY 2023
 Kansas City Metro Area Median Family Income: \$104,600

Household Size	65% MFI
1	\$46,670
2	\$53,300
3	\$59,995
4	\$67,990
5	\$71,955
6	\$77,285
7	\$82,615
8+	\$87,945

Mr. Cole Robinson stated that he was supportive of the program but noted that the average home value was a very large amount.



Mr. Shelton made a motion to accept staff's recommendations for the 2024 property tax rebate program, allocating \$25,000 to the program from the economic development fund, increasing the maximum property value to \$496,424, and maintaining income limits of 65% of the U.S. Department of Housing and Urban Development's (HUD) regional median family income for a household of four people. Ms. Wolf seconded the motion.

Mr. Shelton said that he would like to consider methods to help households of three or more individuals in 2025 in order to make the program more accessible to families. Mr. Graves suggested that a percentile system could be adopted rather than using a mean-based average for income and home values.

After further discussion, the motion passed unanimously.

COU2023-75 Consider installation of stop signs at the intersection of 69th Street and Fonticello Street

Mr. Bredehoeft said the intersection of 69th Street and Fonticello Street currently had two permanent stop signs located on the Fonticello approaches to the intersection. In previous years, Public Works had received several requests to consider making the intersection a four-way stop. Jeff Wilke, the City's traffic engineering consultant, evaluated the area and intersection and determined it would be acceptable to install the additional two stop signs on 69th Street.

Mr. Bredehoeft stated that he also asked Mr. Wilke to evaluate all stop signs along Fonticello to better understand how the area was operating. He noted that due to recent new home construction at the intersection, additional stop signs were temporarily installed to address safety concerns caused by limited sight lines. After more than a year of the temporary signs being in place, no complaints were received. Mr. Bredehoeft added that the Police Department had reviewed the studies and agreed with the installation of the stop signs.

Mr. Cole Robinson stated that he was supportive of the project but would like to discuss the option of having more east-west stop signs in the area rather than north-south signs on Fonticello.

Mr. Cole Robinson made a motion to approve the installation of stop signs at the intersection of 69th Street and Fonticello Street. The motion was seconded by Ms. Wolf and passed unanimously.

Mr. Shelton moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Graves and passed unanimously.



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ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 9:50 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 18, 2023

Copy of Ordinance
3033

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.

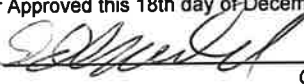
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
29515-29532	11/3/2023	376,275.55	
29533-29587	11/10/2023	447,863.74	
29588-29639	11/17/2023	1,502,449.24	
29640-29643	11/20/2023	7,000.70	
Payroll Expenditures			
11/3/2023		423,727.79	
11/17/2023		418,635.33	
Electronic Payments			
Electronic Pmnts	11/1/2023	1,680.28	
	11/2/2023	113.76	
	11/3/2023	21,311.26	
	11/9/2023	40,158.25	
	11/13/2023	61.90	
	11/15/2023	9,430.19	
	11/16/2023	890.85	
TOTAL EXPENDITURES:			3,249,598.84
Voided Checks	Check #	(Amount)	
Schutte Lumber Co.	29626	(72.72)	
TOTAL VOIDED CHECKS:			(72.72)
GRAND TOTAL CLAIMS ORDINANCE			3,249,526.12

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

Passed this 18th day of December 2023.

Signed or Approved this 18th day of December 2023.

ATTEST:

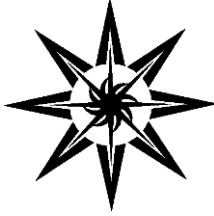


City Treasurer

ATTEST:



Finance Director



POLICE DEPARTMENT

Council Meeting Date: December 18, 2023

Consider approval of 2024 fee schedule with tow fee updates

RECOMMENDATION

Staff recommends an adjustment to the fee schedule for the rotational towing company list.

BACKGROUND

The police department maintains a rotational tow company list of ten (10) approved towing services when needed. Due to their operation cost increases, fee schedule adjustments are needed to remain consistent with other Johnson County agencies.

The new rates are based on a collection and review of data from other cities within Johnson County. Staff collected data from Olathe, Lenexa, Shawnee, Merriam, Overland Park, and Leawood to identify the median fee schedule recommended.

Current Fee Schedule

Hook Up	\$95.00
Milage	\$4.00 per mile
Outside Storage	\$25.00 Per Day
Inside Storage	\$30.00 Per Day
Dolly Fee	\$45.00
Winching Fee	\$105.00 Per Hour

Proposed Fee Schedule Changes

Hook Up	\$110.00	(\$15.00 Increase)
Milage	\$4.50 per mile	(\$0.50 Per Mile Increase)
Outside Storage	\$30.00 Per Day	(\$5.00 Per Day Increase)
Inside Storage	\$35.00 Per Day	(\$5.00 Per Day Increase)
Dolly Fee	\$45.00	(No Change)
Winching Fee	\$105.00 Per Hour	(No Change)

PREPARED BY

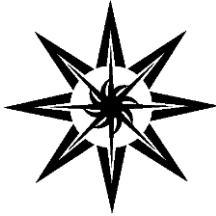
Captain Ivan Washington
Staff Services Commander
Date: December 12, 2023

Prairie Village Fee Schedule - 2024 (proposed)		
Type of Fee	Amount	Code Reference / Adoption Date
<u>LICENSES</u>		
Administrative	Based on square footage	PVMC 5-106 - 06/04/12
Retail	Based on square footage	PVMC 5-106 - 06/04/12
Massage Therapy	\$40.00	PVMC 5-504 - 09/8/09
Family Daycare	\$40.00	PVMC 19.34.015 - 07/21/08
Home Occupation	\$52.00	PVMC 5-106 - 06/04/12
Non-domiciled/Contractor	\$75.00	PVMC 5-106 - 01/01/22
Tree Trimmer	\$67.00	PVMC 5-106 - 06/04/12
Pesticide	\$67.00	PVMC 5-106 - 06/04/12
Rental Houses	\$77.00	PVMC 5-107 - 06/04/12
Apartments	\$.01 per sq. foot (\$75 minimum)	Council Action - 08/18/08
Tow License	\$250 (Initial)	Council Action - 06/21/10
Tow License Renewal Fee	\$100.00	Council Action - 06/21/10
Solid Waste License		
Comercial	\$125.00	PVMC 15-313 - 08/18/08
Residential	\$60.00	PVMC 15-313 - 08/18/08
Additonal (Per Truck)	\$30.00	PVMC 15-313 - 08/18/08
Liquor License	\$600.00	Council Action - 07/05/11
Drinking Establishment License	\$500.00	Council Action - 07/05/11
Solicitation Permit Fee	\$12.00/Solicitor/day	PVMC 5-204 - 08/18/2008
<u>SOLID WASTE</u>		
Solid Waste Exemption Fee per Household	\$6.43	Council Action - 06/21/10
Solid Waste Services	\$244 annually	Council Action - 09/5/2023
<u>ADULT ENTERTAINMENT LICENSES</u>		
Adult Entertainment - Business	\$250.00	PVMC 5-604 - 05/16/94
Adult Entertainment - Manager	\$20.00	PVMC 5-604 - 05/16/94
Adult Entertainment - License	\$20.00	PVMC 5-604 - 05/16/94
Adult Entertainment - Server	\$20.00	PVMC 5-604 - 05/16/94
<u>AMUSEMENT DEVICES</u>		
Arcade License	\$350 per device	PVMC 5-304 - 09/03/91
Distributor	\$210 + device fees	PVMC 5-304 - 09/03/91
<u>SMALL CELL FACILITY RIGHT-OF-WAY ACCESS AND STREETLIGHT ATTACHMENTS</u>		
ROW access for small cell facility on existing structure	\$25.00 per site annually	Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee	Council Action - 11/16/2020
ROW access for small cell facilities on a new pole or monopole	\$565 per site (includes \$25 annual ROW access fee and \$540 license fee for new monopole in ROW)	Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee	Council Action - 11/16/2020

Small cell application fee/supplement application fee	\$500 (single upfront application for up to 5 small facilities) and \$100 (for each facility beyond 5 in single application)	Council Action - 11/16/2020
Attachment of small cell facility to existing or replacement City streetlight or utility pole	\$565 per site (includes \$25 annual ROW access fee and \$540 streetlight attachment fee)	Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee	Council Action - 11/16/2020
Small cell application fee/supplement application fee	\$500 (single upfront application for up to 5 small facilities) and \$100 (for each facility beyond 5 in single application)	Council Action - 11/16/2020
Make-ready work costs	The amount of costs of all actual work done or contracted for by the City to accommodate facility	Council Action - 11/16/2020
Inspection fee	The amount of costs of all actual work done or contracted for by the City for any necessary inspections	Council Action - 11/16/2020
Unauthorized attachment penalty fee	Three times the annual ROW access and streetlight attachment fee per occurrence	Council Action - 11/16/2020
Failure to timely transfer, abandon or remove facilities penalty	One-fifth annual ROW access and streetlight attachment fee per day, per site during the first 30 days, annual ROW access and streetlight attachment fee amount per day, per site during second 30 days and thereafter	Council Action - 11/16/2020
<u>FIREWORKS PERMIT</u>	\$10.00	PVMC 7-233 - 01/21/14
<u>SECURITY POLICE</u>		
Service/Company License	\$100.00	PVMC 5-404 - 08/18/08
Agent Fee	\$25.00	
<u>INFORMATION</u>		
Records/Copies	\$.15 per page	Council Authorization - 12/05/2022
Staff review and preparation time	Staff hourly rate	
Records copied to portable media (USB flash drive)	\$10.00 media fee	Council Authorization - 12/05/2022
PD Report Copies	\$5.00 per report	Council Policy 035-10 - 08/18/08
Pages over 10	\$.50 per page	
Retrieval and copying of PD in-car video	\$25.00	Council Authorization - 12/17/01
Retrieval and copying of police audio	\$25.00	Council Authorization - 12/17/01
Processing of PD Film (for non-governmental entities, at the off-duty contractual rate set by City Council.)	Fee to equal film processing cost incurred by department plus staff time, calculated at the off-duty contractual rate set by City Council	Council Authorization - 11/17/03
Retrieval and copying of PD body-worn camera video	\$25.00	
<u>OFF-DUTY CONTRACTUAL POLICE SERVICES</u>	\$62.61 per hour	Council Authorization - 12/05/2022
<u>COURT APPOINTED ATTORNEY FEE</u>	\$90.00	Council Authorization - 06/15/09
<u>FINGER PRINT FEE</u>	\$10.00 per card	Municipal Court Administrative Order 21-002
<u>POLICE-ORDERED TOWING FEES</u>		
Hookup	\$95.00 \$110.00	Council Authorization - 06/21/10 12/18/23
Mileage (per mile)	\$4.00 \$4.50	Council Authorization - 06/21/10 12/18/23
Outside storage (per 24 hrs)	\$25.00/day \$30.00	Council Authorization - 06/21/10 12/18/23
Inside storage (per 24 hrs)	\$30.00/day \$35.00	Council Authorization - 06/21/10 12/18/23
Dolly Fee (flat rate)	\$45.00	Council Authorization - 06/21/10
Winching fee (per hour)	\$105.00	Council Authorization - 06/21/10

<u>SHORT TERM SPECIAL USE PERMIT</u>	\$25.00*	PVMC 16.20.030 - 04/18/05
Homes Associations for the City, Other City, County, State and Federal Governmental Agencies and non-profit organizations with a 501c(3) designation by the IRS		
<u>ANIMALS</u>		
Adiminstrative Appeal - Animals		
Filing Fee	\$10.00	PVMC 2-125 - 09/03/91
Dangerous animal permit	\$100.00	PVMC 2-107 - 09/21/17
Potentially dangerous animal permit	\$100.00	PVMC 2-107 - 09/21/17
Animal license per animal		
Initial or one-year renewal		
Neutered	\$6.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Non-neutered	\$25.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Initial or two-year renewal		
Neutered	\$10.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Non-neutered	\$45.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Initial or three-year renewal		
Neutered	\$15.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Non-neutered	\$70.00 (\$3.00 late fee per month)	PVMC 2-111 - 10/02/17
Replacement tags	\$.50 EACH	
<u>GRASS/WEED/TREE ABATEMENT</u>	10% administrative fee, plus publishing fee and cost of abatement	PVMC 8-204 - 09/03/13
<u>PLANNING COMMISSION AND BOARD OF ZONING APPEALS</u>		
Residential Site Plan approval	\$100.00 application fee	PVMC 19.32.015
Commercial Site Plan approval	\$100.00 application fee and \$500.00 deposit	PVMC 19.32.015
Conditional Use Permit/Temporary commercial use	\$100.00 application fee and \$500.00 deposit	PVMC 19.30.025—12/7/09
Preliminary Development Plan (mixed use/plan)	\$150.00 application fee and \$500.00 deposit	PVMC 16.20.050—12/7/09
Final Development Plan (mixed use/planned)	\$150.00 application fee and \$500.00 deposit	PVMC 16.20.050—12/7/09
Preliminary Plat	\$150.00 application fee and \$500.00 deposit	PVMC 18.08.030—12/7/09
Final Plat	\$150.00 application fee and \$500.00 deposit	PVMC 18.08.030—12/7/09
Residential Building Line Modification/Elevation Change	\$100.00 application fee	PVMC 16.20.050—12/7/09
Rezoning	\$100.00 application fee and \$500.00 deposit	PVMC 16-404 (Ord 1671 and Ord 1813)
Sign standards/new monument sign	\$100.00 application fee and \$500.00 deposit	PVMC 19.40.030—12/07/09
Special Use Permit	\$100.00 application fee and \$500.00 deposit	PVMC 19.28.015—12/7/09
Variance	\$75.00 application fee	PVMC 16-401 (Ord. 1673) 12/7/09
Appeals of zoning code	\$75.00 application fee	PVMC 19.44.030--2/6/89
Lot split	\$100.00 application fee and \$500.00 deposit	PVMC 18.08.030—12/7/09
<u>BUILDING PERMITS*</u>		
\$1 - \$500	\$22.00	Effective 01/01/2022
\$501 - \$2,000	\$22.00 for first \$500 plus \$2.75 for each additional \$100 or fraction thereof	Effective 01/01/2022
\$2,001 - \$25,000	\$63.00 for first \$2,000 plus \$12.50 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$25,001 - \$50,000	\$352.00 for first \$25,000 plus \$9.00 for each additional \$1,000 or fraction thereof	Effective 01/01/2022

\$50,001 - \$100,000	\$580.00 for first \$50,000 plus \$6.25 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$100,001 - \$500,000	\$895.00 for first \$100,000 plus \$5.00 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$500,001 - \$1,000,000	\$2,855.00 for first \$500,000 plus \$4.25 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
\$1,000,000 and up	\$4,955.00 for first \$1,000,000 plus \$2.75 for each additional \$1,000 or fraction thereof	Effective 01/01/2022
<i>*Value of Work is determined by Building Official during plan review based on the latest Building Valuation Data available published by the ICC</i>		
Fixed Fees		
Residential decks	\$40.00	Effective 11/30/2016
Retaining wall	\$45.00	Effective 11/30/2016
New footing/foundation	\$55.00	Effective 11/30/2016
Foundation repair	\$30.00	Effective 11/30/2016
Lawn irrigation	\$30.00	Effective 11/30/2016
Residential re-roof (1 and 2 family)	\$45.00	Effective 11/30/2016
Commercial re-roof	based on valuation	Effective 11/30/2016
Pool demolition	\$50.00	Effective 11/30/2016
Interior demo residential	\$50.00	Effective 11/30/2016
Demolition/residential	\$275.00	Effective 01/01/2022
Demolition/commercial	\$500.00	Effective 01/01/2022
Commercial tennis bubble	\$50.00	Effective 11/30/2016
Shed	\$25.00	Effective 11/30/2016
Solar Panels	\$0.00	Effective 01/01/2022
Fence	\$45.00	Effective 11/30/2016
Spas/hot tub	\$40.00	Effective 11/30/2016
Temporary CO	\$100.00	Effective 11/30/2016
Certificate of occupancy	\$20.00	Effective 11/30/2016
Plan Review		
Residential	\$100.00	Effective 01/01/2022
Commercial	65% of total building permit fee	Effective 11/30/2016
Residential - Addendum	\$50.00	Effective 01/01/2022
Commercial - Addendum	\$250.00	Effective 01/01/2022
Preliminary Plan Review	\$25.00 per hour	Effective 01/01/2022
Miscellaneous Fees		
Moving structure	\$100 plus City costs, if applicable	Effective 11/30/2016
After-hours inspection fee	\$50 per hour, minimum 2 hours	Effective 11/30/2016
Re-inspection fee	\$75 each	Effective 11/30/2016
Plan printing	\$10.00 per page	Effective 01/01/2022
Technology fee (for all permits)	\$5.00	Effective 01/01/2022



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 4, 2023
Council Meeting Date: December 18, 2023

COU2023-75

CONSIDER INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF 69TH STREET AND FONTICELLO

RECOMMENDATION

Move to approve the installation of stop signs at the intersection of 69th Street and Fonticello.

BACKGROUND

Currently the intersection of 69th and Fonticello has two permanent stop signs located on the Fonticello approaches to the intersection. It has been requested over the years to consider making this intersection a 4 way stop. Jeff Wilke, the City's traffic engineering consultant, evaluated the area and intersection and determined it would be acceptable to install the additional 2 stop signs on 69th Street. Two studies completed by Jeff Wilke are attached. Back in 2018 I requested Jeff Wilke to evaluate all the stop signs along Fonticello as I wanted to better understand how the area was operating. During recent new home construction at this intersection additional stop signs were temporarily installed due to safety concerns due to limited sight lines. These temporary signs have been in place for more than a year and we have not received any complaints. The second traffic memo by Jeff Wilke summarizes that it is acceptable to make the temporary stop signs permanent at this time.

City Council approval is necessary to install permanent stop signs which are regulatory signs. The Police Department has reviewed the studies and agrees with the installation of the stop signs.

FUNDING SOURCE

Costs for the signs will come from the Public Works Operations Budget.

ATTACHMENTS

Two Traffic Memos

PREPARED BY

Keith Bredehoeft, Public Works Director

November 27, 2023

MEMORANDUM

To: Keith Bredehoeft, PE
Public Works Director

From: Jeff Wilke, PE, PTOE
Kimley-Horn and Associates, Inc.

Date: October 20, 2023

**Subject: 69th Street & Fonticello Street Intersection Control Evaluation
Prairie Village, Kansas**

Kimley-Horn has prepared the following evaluation of intersection control at 69th Street & Fonticello Street in Prairie Village, Kansas. The purpose of the evaluation is to review the intersection and determine the appropriate form of intersection control.

Some pertinent information about the intersection is listed below.

- Sixty-Ninth (69th) Street is a two-lane local street that runs east-west.
- Fonticello Street is a two-lane local street that runs north-south.
- The posted speed limit on 69th Street is 25 mph. There is no posted speed limit on Fonticello Street.
- There is a sidewalk along the south side of 69th Street.
- Both streets are shared lane local streets per the Citywide Bike/Ped plan.
- The area surrounding the intersection consists of single-family residences.

The intersection generally operates under two-way stop sign control, with stop signs posted for the Fonticello Street approaches while the 69th Street approaches are uncontrolled. However, stop signs have been temporarily installed for the 69th Street approaches due to sight line obstructions. Construction fencing was installed at times in the southeast and southwest corners of the intersection while new residences were constructed on the lots in both of these corners. The construction fencing limited sight lines, therefore multi-way stop sign control was installed to mitigate the limited sight distance.

The residential construction has recently been completed and the fences are removed. Therefore, the intersection could return to two-way stop control. However, the intersection was previously studied in 2018 and it was determined that multi-way stop sign control would interrupt the flow of through traffic on 69th Street which could allow 69th Street to function as more of a local street. This is in accordance with the criteria in the *Manual on Uniform Traffic Control Devices* (MUTCD) which states that multi-way stop control may be considered at the intersection of two residential neighborhood through streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Conditions at this time have not changed from when the intersection was previously studied in 2018. Therefore, it would be appropriate for the 69th Street and Fonticello Street intersection to remain under multi-way stop sign control in the permanent condition. Permanent Stop signs (MUTCD No. R1-1, size 30" x 30") should be installed for the 69th Street approaches. All Way plaques (MUTCD No. R1-3P, size 18" x 6") should be installed below all four stop signs at the intersection.

Memorandum

2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
Fax 816 329 8601

www.transystems.com

To: Keith Bredehoeft, PE
Public Works Director
7700 Mission Road
Prairie Village, Kansas 66208

From: Jeff Wilke, PE, PTOE

Date: November 29, 2018

TranSystems Project No.: P101170366

Subject: Fonticello Street Stop Sign Review

In accordance with your request, TranSystems has completed the following stop sign review for Fonticello Street from 67th Street to 71st Street in the City of Prairie Village. In general, the purpose of this study is to review the existing intersection control signage along these local street segments and determine whether some changes might be appropriate. Our assessment has been based on field observations and the procedures described in the Manual on Uniform Traffic Control Devices (MUTCD). Our findings are summarized in this memorandum.

Fonticello Street operates under stop sign control at five local street intersections in this one-half mile long segment. Several of these intersections are fairly close together, which makes the frequent stop sign control seem excessive for through traffic on Fonticello Street. The volume of traffic on Fonticello Street is likely low, and therefore not a significant concern.

At 68th Street, the direction of stop control could be changed because there are no pedestrian crossings at the intersection and sight lines are good on all approaches. The volume of traffic on 68th Street is also likely low, so there is no compelling reason to make a change in control at this location.

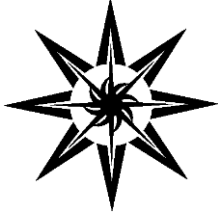
At 69th Street, there is a sidewalk along the south side of the street and a dip in the road along the north side of the street. As such, Fonticello Street should remain stop controlled at the intersection to reduce conflicts for pedestrians crossing the street and slow traffic traveling through the dip.

There is also a desire from residents for some stop sign control on 69th Street in this area, since it is a local street which is uncontrolled for one-half mile between Nall Avenue and Roe Avenue. The street is a through connection between Overland Park and the Prairie Village Shops. At other nearby locations along 69th Street, the traffic volume is as high as 2,000 vehicles per day which, is much higher than the typical volume for a local street. The MUTCD states that multi-way stop control may be considered at the intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection. Multi-way stop control would interrupt the flow of through traffic on 69th Street, which could allow it to function as more of a local street. Therefore, it would not be unreasonable for the 69th Street and Fonticello Street intersection to operate under multi-way stop sign control.

The direction of stop sign control could be changed at the 69th Terrace, 70th Street and 70th Terrace intersections; however, large tree trunks located close to the street would block a stop sign from an eastbound driver's view at the 69th Terrace and 70th Terrace intersections. At the 70th Street intersection, the tree trunk in the northeast corner of the intersection is in close proximity to the corner. A stop sign could be posted for the westbound approach, as long as it is located approximately 30 feet from the curb on Fonticello Street, in advance of the tree trunk. Another option would be to install a second stop sign on the

left-hand side of the street to enhance visibility. This would allow the direction of stop sign control to be changed at the 70th Street and Fonticello Street intersection, if it is desirable to have less stop control along Fonticello Street in this segment with several closely spaced intersections.

It is likely that the current type of intersection control signage along Fonticello Street been in place for many years. Local driver's tendencies and patterns in these areas are established and a change in stop sign control may be unexpected. It will be important to gain the support of the area residents before making any change to the existing intersection control. Further, any new stop signs should have orange warning flags temporarily installed above the stop sign for at least 90 days to allow drivers to adjust to the change in traffic controls. Additionally, the Cross Traffic Does Not Stop (MUTCD No. W4-4p, size 24" x 12") should be installed below any stop signs installed at a new location.



ADMINISTRATION

Council Committee of the Whole Meeting Date: December 4, 2023

Council Meeting Date: December 18, 2023

COU2023-74

Consider 2024 property tax rebate program recommendations

RECOMMENDED MOTION

Make a motion to accept staff's recommendations for the 2024 property tax rebate program, allocating \$25,000 to the program from the Economic Development Fund, increasing the maximum property value to \$496,424, and maintaining income limits of 65% of the U.S. Department of Housing and Urban Development's (HUD) regional median family income for a household of four people.

BACKGROUND

In November 2021, the City Council voted to allocate \$20,000 from the City's 2022 general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. Only property owners that are Prairie Village residents living in owner-occupied homes, are current on payment of their property taxes and special assessments and meet the income guidelines are eligible for the program. Applicants must also live in a home that is appraised by the county at or below the previous year's average property value in the City (in 2023, this amount is \$496,424).

Initially, income limits were based on data provided by the U.S. Department of Housing and Urban Development's (HUD) "very low income" guidelines, which represent 50% of the regional median family income for a household of four people. For 2023, income guidelines were increased to 65% of the median family income in an effort to assist a larger number of residents.

In 2022, rebates were issued to 28 households totaling \$14,015.94. In 2023, the response from residents was significantly larger, and staff asked for an additional \$5,000 in funding to accommodate as many applicants as possible. In total, rebates were issued to 53 households, totaling \$29,201.53 (note that along with the \$25,000 allocated by Council, an additional \$6,000 in unused funds was rolled over from 2022).

For 2024, staff is recommending \$25,000 be allocated to the program again, and that income limits remain at 65% of the Kansas City metro area median family income, as shown below. \$1,798.47 currently remains available in the 2023 budget allocation, bringing the total available funding for 2024 to \$26,798.47.

HUD Income Limits - FY 2023

Kansas City Metro Area Median Family Income: \$104,600

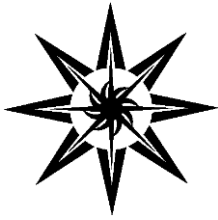
Household Size	65% MFI
1	\$46,670
2	\$53,300
3	\$59,995
4	\$67,990
5	\$71,955
6	\$77,285
7	\$82,615
8+	\$87,945

PREPARED BY

Adam Geffert

City Clerk

Date: November 29, 2023



ADMINISTRATION

Council Meeting Date: December 18, 2023
Consent Agenda

Consider the Renewal of Information Technology Services between Johnson County DTI and the City of Prairie Village

RECOMMENDATION

Staff recommends approval of the 2024 DTI contract for \$44,470.52.

BACKGROUND

Johnson County DTI has provided network services and support for the past nine years. In early 2017, the City of Prairie Village was able to reduce required services, but still relies on DTI to provide network and security services. DTI provides connectivity on a county-wide basis and allows for operations in each department at a reduced cost.

The included renewal contract is the standard agreement between Johnson County DTI and other municipalities. The fee increased from \$40,662.50.00 in 2023 to \$44,470.52 in 2024.

The City Attorney has reviewed both documents from the County.

The total cost of DTI contracted services is within the 2024 Information Service budget and will not require additional funding.

ATTACHMENTS

2024 Information Technology Services Agreement with DTI
2024 Master Services Agreement

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
December 8, 2023

INFORMATION TECHNOLOGY SERVICES
AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS AND THE CITY OF PRAIRIE VILLAGE, KANSAS

THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT entered into this 18th day of December, 2023, by and between the City of Prairie Village, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the CITY is located within Johnson County, Kansas, organized and existing under the laws of the State of Kansas; and

WHEREAS, the County is a municipal government organized and existing under the laws of the State of Kansas; and

WHEREAS, the CITY desires to engage the services of the County for the purpose of providing information technology services; and

WHEREAS, the CITY and the County are authorized by K.S.A. 12-2908 to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, the County’s Chief Information Officer has been authorized by the Board of County Commissioners to execute this Tech Agreement under Resolution No. 110-23; and

WHEREAS, the CITY and the County hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and pursuant to and in accordance with the statutory authority vested in the CITY and the County, the parties hereto agree as follows:

1. The CITY and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended for an additional term from January 1, 2024 through December 31, 2024 (“Term”).
2. The CITY has requested Information Technology Services from the County. The Master Service Agreement provides the service offerings, scope and support model, services response times, City responsibilities, County responsibilities, and the terms and conditions. The Master Service Agreement can be found here <https://www.jocogov.org/media/johnson-county-it-master-services-agreement>
3. The County shall provide the CITY the services as set forth in Exhibit A (“Services”), which is attached hereto and incorporated herein by reference.

4. The CITY agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on the number of supported employees stated therein. It is the responsibility of the City to report changes in the number of employees to the County so “Renewal Costs” can be adjusted accordingly.
5. As indicated in the Master Service Agreement, CITY must comply with the County standards in order to receive hardware and software support as indicated in Exhibit A. The County Standards can be found here <https://www.jocogov.org/media/hardware-standards>

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS

By _____
Erik Mikkelson, Mayor

By _____
William P. Nixon, Jr. Chief Information Officer

Date _____

Date _____

APPROVED AS TO FORM:

Ryan Haga, Assistant County Counselor

Date _____

[Remainder of page intentionally left blank]

EXHIBIT A

City of Prairie Village Services

	<u>City</u>	<u>Police</u>
# of FT Users	43	52
# of PT Users	32	2
# of Devices (PCs)	100	64
# of Servers	25	14

Locations:	
City Hall	7700 Mission Road, Prairie Village
Police/Community Center	7710/7720 Mission Road, Prairie Village
Public Works	3535 Somerset Dr, Prairie Village
Aquatics	7711 Delmar St, Prairie Village

Support Services:			
	Network	\$7,162.08	\$8,661.12
	Security	\$12,027.74	\$10,804.58
Sub Totals		\$19,189.82	\$19,465.70
Support Services		\$38,655.52	

Software	Check Point - 164 licenses @ \$30.00 ea. & 39 @ \$5.00 ea	\$3,125.00	\$1,990.00
Other Billable Items	Domain Renewals @ \$50/ea (pvkansas.com; pvkansas.org; pvkansas.us; prairievillagefoundation.com)	\$200.00	\$0.00
	Contract Administration Fee	\$250.00	\$250.00
Total - Managed Services		\$44,470.52	

Johnson County IT Master Services Agreement

Introduction

In 2011, Johnson County began offering managed IT services to both government and non-government organizations (collectively “ENTITIES”, individually “ENTITY”) within Johnson County, KS. The goal was to offer these smaller entities an affordable option as opposed to their use of a third-party managed service provider.

According to the County Finance Policy 120.5 and Admin Policy 170.150, the County is required to recoup its costs for these services. At present, the cost recovery method is based on the County’s wage expenses and other actual costs.

Service Offerings

Johnson County DTI/JIMS (“COUNTY”) offers the following information technology services (“Services”) to ENTITIES within the county. Cost and service levels will be determined based on the services requested and aligned with the County’s costs for resources. The County is not a managed service provider and is offering these services as best efforts.

The following Services are available.

1. End User Support

The COUNTY will:

- Provide call center support for ENTITY end user inquiries, technical support, and incident management during regular business hours as defined in Services Response Times below.
- Provide on-call support for emergency outages outside regular business hours.
- Install licensed software, updates, and manage patches to keep systems current. The ENTITY is responsible for purchasing software licenses.
- Monitor and maintain COUNTY antivirus endpoint solutions.
- Specify supported configurations and offer access to the COUNTY’s supplier for device purchases.
 - a. Support printer installations, including USB and Network setups. ENTITYs must purchase their own printers following COUNTY standards.
- Provide limited troubleshooting of Audio/Visual issues for ENTITY’s equipment.
- Configure, image, and set up computers provided by the ENTITY that align with COUNTY standards.

2. Application Support and Data Management

The COUNTY will

- Provide support for specific applications as defined in the Scope of Service between the parties, which will be attached to and incorporated into the Technology Services Agreement as Exhibit A (referred to herein as “Exhibit A”).

3. Systems Support

The COUNTY will

- Configure, administer, monitor, support, maintain, and manage Microsoft Windows servers and automated data backup solutions, including potential virtualization.
- Configure, administer, and maintain Microsoft Office 365 and Active Directory, handling both onboarding and offboarding of user accounts.

4. Network Management

The COUNTY will

- Configure, administer, monitor, support, maintain, and manage switches, routers, wireless controllers, access points, firewalls, and other related network equipment.
- Resolve network connectivity and performance problems.
- Manage firewall and implement internet site filtering.
- Provide network connectivity through both hard-wired (ethernet) connections and Staff/Guest Wi-Fi, maintaining internet access. The COUNTY may limit bandwidth to certain websites to guarantee service quality.
- Offer limited integration with the COUNTY network for designated services.
- Manage secure remote access solutions, like Virtual Private Networks (VPNs) or remote desktop services.
- Ensure access to both local and long-distance calls and maintain publicly listed phone numbers.

5. Cybersecurity Services

The COUNTY will

- Attempt to detect and prevent threats using standard security tools within the COUNTY's IT framework.
- Conduct basic vulnerability scans and manage results.
- Implement multi-factor authentication (MFA) for improved remote access security. ENTITY is responsible for purchasing licenses and may have additional charges to implement.

- b. Offer Security Awareness Training. ENTITY must purchase license to be added to COUNTY solution.

6. Project Support / Professional Services

Any project or support that falls outside the described scope, such as establishing new offices or implementing system changes that extend beyond the current network use, may incur separate charges, and are not covered by this Agreement.

Scope and Support Model

The COUNTY will maintain and support the hardware and software specified in Exhibit A. While our primary approach is to resolve issues remotely, on-site intervention will be provided when remote solutions are ineffective. Due to the inconsistencies in home internet setups and bandwidth, the COUNTY will use best efforts to troubleshoot and support remote access solutions, including VPN, remote desktop, and webmail access.

For assistance, ENTITY must first contact the support center either by phone or email. Direct communication with individuals is discouraged unless it's in response to a callback.

- Phone: 913-715-1700
- Email: dti-supportcenter715-1700@jocogov.org

Services Response Times

The COUNTY's standard business hours are 8:00 am to 5:00 pm (CST), Monday through Friday, except for Johnson County holidays.

While 24/7 coverage for emergencies outside these hours is offered, ENTITIES that require round-the-clock support, such as Police or Fire departments, may incur additional charges.

For non-emergency requests outside regular hours or during weekends, please schedule at least one week in advance, and be aware that support during these times may be billed separately.

Description	Priority	Response Time Objective	
		During Normal Business Hours	Outside Normal Business Hours
Critical - Total service outage where all users and functions are incapacitated.	1	Remote within 15 minutes. Onsite within 1 hour.	Remote within 1 hour. Onsite within 2 hours.
High - Major service disruption affecting a large portion of users or critical business operations.	2	Remote within 30 minutes. Onsite within 2 hours.	Remote within 2 hours. Onsite within 3 hours.
Medium - Partial service interruption affecting a few users or functions, but core business processes remain operational.	3	Remote within 2 hours. Onsite within 4 hours.	N/A Response will occur during normal business hours.
Low - Minimal service impact with viable workarounds available or a request for new service.	4	Remote within 2 days. Onsite within 4 days.	N/A Response will occur during normal business hours.

ENTITY Responsibilities

1. Support under this Agreement includes ENTITY users, defined as individuals using a licensed computer in a full-time (FT) or part-time (PT) capacity and their associated endpoint devices, as specified in Exhibit A.
2. ENTITY-provided desktops, laptops, servers, networks, or other devices must align with COUNTY standards, be less than 5 years old or supported by the manufacturer or a 3rd party. ENTITIES may provide spare equipment, which must meet these same requirements. Any spares are not considered operational computers under this agreement and not included in the device counts.
 - 2.1. ENTITIES are obligated to maintain service/support contracts for all their provided hardware and specialty software applications.

3. For business-specific software installed on the ENTITY's network, the ENTITY must secure installation, training, and continued technical support from the software provider. While COUNTY technicians can assist with network concerns, they are not specialists in every software application. Software support from the manufacturer will be at the ENTITY's expense.
4. ENTITY must provide their own e-waste services. COUNTY can provide information about current vendor utilized by the COUNTY.
 - 4.1. All server and desktop software provided by the ENTITY must be genuine, licensed, and supported by the vendor.
5. The ENTITY must purchase Microsoft Operating System and Office 365 licenses as indicated in Exhibit A.
6. The ENTITY should maintain a stock of loaner equipment as necessary.
7. The ENTITY is accountable for inventory management and the lifecycle monitoring of their IT assets and devices.
8. The ENTITY must designate a primary contact person for all communications who holds the authority to represent the agency in all matters related to this scope of work.
9. ENTITY is responsible for managing and backing up data stored locally on their devices.
10. ENTITY is responsible for managing security of their devices.
11. ENTITY will provide Certificate of Insurance documentation for Cyber Liability Insurance at the time of the execution of this Agreement and within five (5) days of renewal date of policy containing the following:
 - 11.1. limits not less than \$1,000,000 per claim and aggregate, underwritten by an insurance company authorized to write insurance in the state of Kansas;
 - 11.2. Certificate Holder shall be, Board of County Commissioners, Johnson County, Kansas, c/o Risk Manager, 111 S. Cherry Street, Suite 2400, Olathe, KS 66061;
 - 11.3. If ENTITY does not carry the above referenced Cyber insurance, ENTITY shall be responsible for the cost of and hold County harmless for any resulting damages and costs arising from any data breach incident or claim that would otherwise be covered by Cyber insurance.

COUNTY Responsibilities

1. The COUNTY will maintain and replace any equipment it provides.
2. Antivirus and endpoint management software will be supplied and billed as mentioned in Exhibit A.
3. The COUNTY provides support for Microsoft Office 365, but will not assist with Google or similar configurations.

4. The COUNTY might offer ENTITY equipment previously marked for surplus at its discretion. The surplus value of any such COUNTY property should be under \$1,000. Any surplus COUNTY property usage must adhere to the COUNTY's policies regarding surplus property disposition. The COUNTY might seek reimbursement for the surplus value of any used property or may donate it to the ENTITY following County Policy 210.140.
5. Administrative rights will not be granted to users or devices without the CIO's approval.
 - c. COUNTY technicians will not directly liaise with the ENTITY's vendors or service providers without an ENTITY representative or assignment.
6. The COUNTY will not encrypt devices.

Terms and Conditions

1. Entire Agreement

The agreement between the parties includes a) this Master Service Agreement, b) the executed Information Technology Services Agreement and 3) Exhibit A - Scope of Services ("Agreement"). This Agreement represents the entire agreement between the COUNTY and ENTITY with respect to services required hereunder and supersedes any and all previous understandings, whether oral or written, between the COUNTY and ENTITY regarding the same.

2. Term and Termination

The term of the Agreement is 12 months. Either party may terminate this Agreement with 30 days' notice. Termination results in pro-rated reimbursement or compensation as appropriate.

3. Services and Responsibilities

- a. COUNTY provides listed services as specified in the Agreement Exhibit A. ENTITY shall meet all requirements outlined in this Agreement.
- b. ENTITY maintains at least 10mb highspeed data connection, subject to rate adjustments if not met. COUNTY may limit bandwidth for priority needs.

4. Billing and Payment

COUNTY bills ENTITY annually with payment due within 30 days of invoicing. Additional services/projects are billed separately, requiring payment before commencement.

5. Access and Documentation

- a. ENTITY grants COUNTY on-site and administrative access as needed to perform services.
- b. COUNTY maintains network documentation and may offer discounted equipment pricing.

6. Security and Compliance

ENTITY will notify COUNTY of cybersecurity incidents within 12 hours and comply with all relevant COUNTY policies and requirements. ENTITY will continuously inform of remediation, restoration, and remedy that includes vendor responsibility to cooperate with COUNTY's cyber insurance carrier.

7. Insurance

- a. ENTITY must maintain adequate liability and property insurance covering any damage to its network, functionality, or transmissions from its network.
- b. COUNTY is not responsible for insurance or damages from ENTITY's hardware/software use or failure to adhere to recommendations.

8. Force Majeure

- a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of COUNTY's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
- b. If the ENTITY's work is substantially changed due to a Force Majeure, COUNTY will evaluate the need for change to IT services to ENTITY and related change of managed service fees.
- c. In the event of a Force Majeure, COUNTY is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.

9. Warranties. The COUNTY expressly disclaims any express or implied warranties, representations, or endorsements regarding any data, information, services, or products provided in connection with, included in, or regarding this Agreement. No advice or information given by COUNTY officers, employees, agents, or contractors shall create a warranty.

10. Remote Access

COUNTY strives for serviceability but is not responsible for home/alternative network security or adequacy.

11. Amendment

- a) COUNTY may apply changes or additional terms, conditions, and provisions to this Agreement upon 30 days advance written notice to ENTITY containing the proposed addition or change. The changes shall take effect at the end of the 30 days unless ENTITY submits changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition, then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith the rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.
- b) Any addition of service hours/days, locations, assets, or services provided not initially included in the Agreement will be treated as additional services. The request for additional services will require a quote, be billed separately, and may require an amendment to the Agreement.

12. Failure to Pay

- a. If payment is not received within 30 days of receipt of bill, COUNTY reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided COUNTY gives a five (5) business day notice of late payment.
- b. If ENTITY fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due, ENTITY shall pay the costs of collection plus reasonable attorney fees.

13. Termination

This Agreement may be terminated with or without cause with 30 days prior written notice.

14. Dispute Resolution

The parties are fully committed to working with each other throughout the period of this Agreement and agree to communicate regularly to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, the parties commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner to avoid unnecessary losses, delays, and disruptions hereunder.

15. Governing Law

The Agreement and its execution are governed by the laws of the State of Kansas, with exclusive jurisdiction and venue in the District Court of Johnson County, Kansas.

16. Administrative Rights

Program installations requiring administrative rights are performed by the COUNTY. Unauthorized modifications, and their corrections, are billable at the project rate.

17. Notice

Any notices required or permitted by this Agreement shall be in writing and shall be sent by a) certified U.S. mail, postage prepaid to the designated addresses, or b) via email to dti-administration@jocogov.org.

18. No Waiver

The waiver of a breach of this Agreement shall not constitute a waiver of subsequent breaches. Statutory defenses or rights, including statute of limitations or the Kansas Tort Claims Act, may not be waived.

19. Assignment

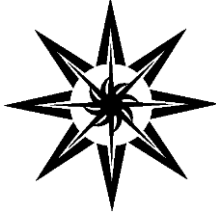
Neither party may assign or transfer this Agreement without the other's written consent.

20. Funding Clause

The Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto (the "Act"). By virtue of this Act, the parties are obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during its current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

21. Indemnification; Disclaimer of Liability.

- a. To the fullest extent permitted by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), each party shall indemnify and hold harmless the other party from any and against all claims, losses, damages, or costs arising from or in any way related to the negligent or intentional act, error, or omission of the other, its officers, employees or agents, in performing under this Agreement.
- b. Under no circumstances shall either party be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or related to the services provided by the COUNTY pursuant to this Agreement, including but not limited to loss of revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if COUNTY has been advised of the possibility of such damages.
- c. Under no circumstances shall the COUNTY be liable for any claims, losses, damages or costs arising from or in any way related to the ENTITY's use of its current computer hardware, software, and related equipment, including, but not limited to, lost, damaged, or inaccessible data, records, or information, or from the ENTITY's failure to comply with the COUNTY's recommended best practices with regards to security, equipment replacement, software replacement, and server management.



PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/18/2023

CONSIDER BID AWARD FOR HVAC SERVICES

RECOMMENDATION

Staff recommends the City Council approve the contract for HVAC Services to O'Dell Service Co. for 2024 and renewal in 2025 and 2026.

BACKGROUND

On Wednesday, December 6, 2023, the City Clerk opened bids to provide HVAC Services. The contract is to provide HVAC service for cooling systems, heating systems, Geothermal and repair services for the City buildings. Three bids were received, and a comparison is attached showing that the current contractor O'Dell Service Co. is the lowest bid. O'Dell Service Co. has had the contract for several years and the service has been satisfactory.

FUNDING SOURCE

Funding is available in the 2024 Public Works Operating Budget.

ATTACHMENTS

1. Bid for HVAC Services with O'Dell Service Co.
2. Comparison spreadsheet

PREPARED BY

Keith Bredehoeft, Public Works Director

December 12, 2023



THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT FOR HVAC SERVICE

This Agreement, made this _____ day of _____, _____, by and between O'Dell Service Co, Inc., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2024 through 2026 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

1.1 The Contractor will provide City HVAC service for cooling system, heating system, special preventative maintenance and repair service for the following locations:

- Police Department - 7710 Mission Road
- Municipal Building - 7700 Mission Road
- Community Center - 7720 Mission Road
- Public Works - 3535 Somerset Drive (does not include main bldg system)
- Swimming Pool Facility (Bathhouse & Filterhouse) - 7711 Delmar Street
- Harmon Park - 77th Place & Delmar
- Franklin Park - 8700 Roe Avenue
- Porter Park - 4601 Tomahawk Road
- Wassmer Park - 4805 W 67th Street
- Taliaferro Park - 2900 W 79th Street
- Windsor Park - 7170 Windsor Street

1.2 Geothermal system annual testing and inspection of the fluid in the entire system. The system is located at the Municipal Campus located at 7700 Mission Road and runs throughout the Municipal Building, Police Department and Community Center. System testing and inspection to be provided in September.

a. Sample and test glycol coolant levels and clean fluid strainers. Complete maintenance in accordance to manufacturers recommendations.

1.3 Spring Cooling Systems Service will be provided quarterly in March, June and September. Check and start up all air conditioning systems in March. Notify the City of any deficiencies or parts which need to be replaced. This is the minimum required preventive maintenance that will be performed on all cooling units during the months of March, June and September:

- a. Lubricate blower & motor bearings
- b. Check belt condition and tension
- c. Check condenser coils and clean
- d. Check evaporator cooling coil and clean
- e. Check operating pressures
- f. Check Freon charge and leak test units with low charge (excluding geothermal units)
- g. Check thermostat and control
- h. Check condenser efficiency and clean contacts
- i. Set dampers and check fan speed for summer operation
- j. Check safety controls for correct operation and setting

- k. Check superheat setting and adjust
- l. Check for proper oil level and add oil, if required
- m. Check voltage and amp draw
- n. Check for correct rotation
- o. Check expansion valve and refrigerant flow through drier (excluding geothermal units)
- p. Check contactors and starters
- q. Check 'start and run' capacitors
- r. Check compressor efficiency
- s. Clean condensate drain
- t. Check thermostat and controls (Automated Logic)
- u. Check fluid cooler
- v. Check water flow and strainers annually
- w. Check pumps
- x. Check inlet and outlet water temps for wells
- y. Check diverting valves for proper operation

1.4 Fall Heating Systems Service will be provided quarterly in September, December and March. Check and start up all heating systems in September. Notify the City of any deficiencies or parts which need to be replaced. This is the minimum required preventive maintenance that will be performed on all heating units during the months of September, December and March:

- a. Lubricate blower and motor bearings
- b. Check belt condition and tension
- c. Check operation of controls and clean contact points
- d. Check to insure that all furnace and heater flues are drawing properly
- e. Check condition of pilot and clean
- f. Check condition of burner for proper flame and adjust
- g. Check gas line pressure
- h. Check manifold pressure
- i. Check combustion
- j. Check fan and limit control
- k. Check pilot safety
- l. Check heat anticipator
- m. Check gas pressure regulator
- n. Check burner operation
- o. Check heat relay
- p. Check safety controls
- q. Check thermocouple output
- r. Check temperature rise through heat exchanger
- s. Set dampers and check fan speed for winter operation
- t. Check for CO2 to supply ducts and around flues
- u. Check damper actuation
- v. Heat Pumps
 - i. Check condenser coils
 - ii. Check evaporator cooling coil and clean
 - iii. Check operating pressures
 - iv. Check Freon charge and leak test units with low charge (excluding geothermal units)
 - v. Check thermostat and control
 - vi. Check condenser efficiency and clean contacts
 - vii. Set dampers and check fan speed for summer operation
 - viii. Check safety controls for correct operation and setting
 - ix. Check superheat setting and adjust
 - x. Check for proper oil level and add oil, if required

- xi. Check voltage and amp draw
- xii. Check for correct rotation
- xiii. Check expansion valve and refrigerant flow through drier (excluding geothermal units)
- xiv. Check contactors and starters
- xv. Check "start and run" capacitors
- xvi. Check compressor efficiency
- xvii. Clean condensate drain
- xviii. Check thermostat and controls (Automated Logic)
- xix. Change air filter
- xx. Check belt condition and tension
- xxi. Check and clean water flow and strainers annually
- xxii. Check pumps
- xxiii. Check inlet and outlet water temps from wells
- xxiv. Check diverting valves for proper operation
- xxv. Lubricate blower and motor bearings

- 1.5 For the small area heaters and exhaust fans, which are highlighted in Attachment #1, follow the Manufacturer's maintenance instructions.
- 1.6 Contractor will provide a list and schedule for all inspections and maintenance recommended by the manufacturer for items 1.2, 1.3 and 1.4 for each contract year. This schedule is also to include replacement filter schedules for all units.
- 1.7 Provide emergency service within four (4) hours of request at specified hourly or over-time rate plus materials.
- 1.8 The Contractor will furnish the City with a repair order detailing all work performed by location including labor hours and parts replaced along with Invoice for work performed by location to be delivered to Public Works at 3535 Somerset, Prairie Village, KS 66208 when work is completed.
- 1.9 The City, in accordance with City Council Policy No. CP061, will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.10 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Building Inspector's Office.
- 1.11 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.12 The Contractor will supply a direct contact name, phone number and email address and will notify the City if this contact information changes during the Contract period.
- 1.13 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work.
- 1.14 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, or his designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 Invoices shall be submitted for payment within thirty days of completion of work.
- 2.7 Insurance:
 - A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the

Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.10 Applicable Laws and Permits:

- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.11 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.

Notwithstanding the foregoing or anything in this Agreement to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene, and other efforts to slow the spread of COVID-19. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.18 This Agreement is for the period of January 1, 2024 through December 31, 2026. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.19 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 The fees for the completion of this service are:

LOCATION	2024 Quarterly Fee	2025 Quarterly Fee	2026 Quarterly Fee
Public Safety - 7710 Mission Road			
Spring Maintenance Service	612 ⁰⁰	624 ⁰⁰	636 ⁰⁰
Fall Maintenance Service	612 ⁰⁰	624 ⁰⁰	636 ⁰⁰
Municipal Building - 7700 Mission Road			
Spring Maintenance Service	612 ⁰⁰	624 ⁰⁰	636 ⁰⁰
Fall Maintenance Service	612 ⁰⁰	624 ⁰⁰	636 ⁰⁰
Community Center - 7720 Mission Road			
Spring Maintenance Service	102 ⁰⁰	104 ⁰⁰	106 ⁰⁰
Fall Maintenance Service	102 ⁰⁰	104 ⁰⁰	106 ⁰⁰
Public Works - 3535 Somerset Drive			
Spring Maintenance Service	1632 ⁰⁰	1664 ⁰⁰	1696 ⁰⁰
Fall Maintenance Service	1632 ⁰⁰	1664 ⁰⁰	1696 ⁰⁰
Swimming Pool Facility (Bathhouse & Filterhouse) - 7711 Delmar Street			
Spring Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Fall Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Harmon Park - 77th Pl & Delmar			
Spring Maintenance Service	0	0	0
Fall Maintenance Service	102 ⁰⁰	104 ⁰⁰	106 ⁰⁰
Franklin Park - 8700 Roe Avenue			
Spring Maintenance Service	0	0	0
Fall Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Porter Park - 4601 Tomahawk Road			
Spring Maintenance Service	0	0	0
Fall Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Wassmer Park - 4805 W 67th Street			
Spring Maintenance Service	0	0	0
Fall Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Taliaferro Park - 2900 W 79th Street			
Spring Maintenance Service	0	0	0
Fall Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Windsor Park - 7170 Windsor Street			
Spring Maintenance Service	0	0	0
Fall Maintenance Service	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Geothermal Quarterly Testing			
	250 ⁰⁰	market	market

3.2 Additional Fees

DESCRIPTION	2024 PRICING	2025 PRICING	2026 PRICING
Labor Cost per Hour:	102 ⁰⁰	104 ⁰⁰	106 ⁰⁰
Labor Cost per Overtime Hour:	153 ⁰⁰	156 ⁰⁰	159 ⁰⁰
Materials - Actual Cost Plus Mark Up %:	30%	30%	30%
Freon - Cost Per Pound for Refrigerant R410A	60 ⁰⁰	market	market

4.0 Units Covered By This Agreement can be Found in Attachment #1

5.0 References

5.1 The Contractor will provide three (3) references of comparable work from the last twelve (12) months.

Company: Clay County Administration Contact: Donna Koontz
 Phone #: _____ Email: dkoontz@claycountymo.gov
 Brief Description on Work: Preventive Maintenance, Repair, & Replacement of all HVAC Equipment at multiple locations

Company: City of Leawood Contact: Clayton Hall
 Phone #: 816-820-4246 Email: chall@leawood.org
 Brief Description on Work: Repair and Replacement of all HVAC Equipment at multiple locations

Company: Bank Midwest Contact: Robert Bitter
 Phone #: 913-324-6417 Email: robert.bitter@nbhbank.com
 Brief Description of Work: PM, Repair & Replacement of all HVAC Equipment at multiple locations

Contractor Contact: Danny McIntyre
 Company Name: O'Dell Service Co Inc
 Address: 2604 NE Industrial Dr, Ste 160
N. Kansas City Mo 64117
 Telephone Number: 816-842-3414
 Fax Number: 816-842-9506
 Email: mcintyredanny@gmail.com

ATTEST:
 /s/ _____
 Adam Geffert, City Clerk Date

/s/ _____
 David Waters, City Attorney Date

/s/ [Signature] 12.5.23
 Contractor Agent Date

/s/ _____
 Eric Mikkelson, Mayor Date

CITY OF PRAIRIE VILLAGE
HVAC EQUIPMENT LIST

BUILDING	MFG	MODEL #	SERIAL #	LOCATION
Police Building - 7710 Mission Rd	PS1-Florida HP	EC060 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS2-Florida HP	EC024 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS3-Florida HP	EC036 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS4-Florida HP	EC036 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS5-Florida HP	EC048 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS6-Florida HP	EC060 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS7-Florida HP	EC048 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS8-Florida HP	EC072 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS9-Florida HP	EC042 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS10-Florida HP	EC042 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS11-Florida HP	EC048 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS12-Florida HP	EC036 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS13-Florida HP	EC036 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS14-Florida HP	EC042 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS15-Florida HP	EC024 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS16-Florida HP	EC018 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS17-Florida HP	EC030 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS18-Florida HP	EC018 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	PS19-Florida HP	EC024 - Horizontal		Ceiling
Police Building - 7710 Mission Rd	FC-1 AAP Fluid Cooler	AAPFC-358-S Tower		Roof
Police Building - 7710 Mission Rd	P1-Pump	ITT 1510-3BC		Mechanical Room
Police Building - 7710 Mission Rd	P2-Pump	ITT 1510-3BC		Mechanical Room
Municipal Building - 7700 Mission Road	CH1-Florida HP	EC036 - Horizontal		Basement Ceiling
Municipal Building - 7700 Mission Road	CH2-Florida HP	EC060 - Horizontal		Basement Ceiling
Municipal Building - 7700 Mission Road	CH3-Florida HP	EC060 - Vertical		Basement
Municipal Building - 7700 Mission Road	CH4-Florida HP	EC063 - Vertical		Basement
Municipal Building - 7700 Mission Road	CH5-Florida HP	EC042 - Vertical		Basement
Municipal Building - 7700 Mission Road	CH6-Florida HP	EC036 - Horizontal		Upstairs Ceiling
Municipal Building - 7700 Mission Road	CH7-Florida HP	EC036 - Horizontal		Upstairs Ceiling
Municipal Building - 7700 Mission Road	CH8-Florida HP	EC036 - Vertical		Mechanical Room
Municipal Building - 7700 Mission Road	CH9-Florida HP	EC120 - Vertical		Mechanical Room
Municipal Building - 7700 Mission Road	CH10-Florida HP	EC036 - Vertical		Mechanical Room
Municipal Building - 7700 Mission Road	CH11-Florida HP	EC042 - Vertical		Mechanical Room
Municipal Building - 7700 Mission Road	CH12-Florida HP	EC120 - Vertical		Mechanical Room
Municipal Building - 7700 Mission Road	CH13-Florida HP	EC036 - Horizontal		Attic
Municipal Building - 7700 Mission Road	CH14-Florida HP	EC036 - Horizontal		Attic
Community Center - 7720 Mission Road	Florida HP	EC060		Mechanical Room
Community Center - 7720 Mission Road	Florida HP	EC060		Mechanical Room

CITY OF PRAIRIE VILLAGE
HVAC EQUIPMENT LIST

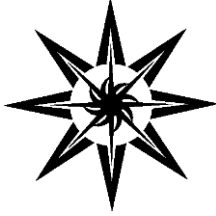
BUILDING	MFG	MODEL #	SERIAL #	LOCATION
Public Works Facilities, A Building - 3535 Somerset Drive	LANAIR	Waste Oil Heater MX Series 150	(5904, WOH-1)	Shop Parts Room
Public Works Facilities, A Building - 3535 Somerset Drive	BRANT	HL3 Series Gas-Fired Infrared Heaters		Shop - 10 units
Public Works Facilities, A Building - 3535 Somerset Drive	COOK	AWD Propeller Wall Fan	(EF-1)	Shop - S Wall
Public Works Facilities, A Building - 3535 Somerset Drive	COOK	CPS Centrifugal Blower	(EF-2)	Shop
Public Works Facilities, A Building - 3535 Somerset Drive	COOK	AC Wall Exhaust Fan	(5905, EF-3)	Shop - Wash Bay
Public Works Facilities, G Building North - 3535 Somerset Drive	REZNOR	XL60-3	ALL31G8N77873	Interior - NW Wall
Public Works Facilities, G Building North - 3535 Somerset Drive	SCHWACK	36C01	N/A	Bay 1 - Ceiling
Public Works Facilities, G Building North - 3535 Somerset Drive	SCHWACK	36C01	N/A	Bay 2 - Ceiling
Public Works Facilities, G Building North - 3535 Somerset Drive	CARRIER	24ABB318A340	1219E19491	Exterior - NW Corner
Public Works Facilities, G Building North - 3535 Somerset Drive	CARRIER	58SB0A045E141112	0220S14882	Mechanical Room
Public Works Facilities, G Building South - 3535 Somerset Drive	SCHWACK	36C01	N/A	Bay 1 - Ceiling
Public Works Facilities, G Building South - 3535 Somerset Drive	SCHWACK	36C01	N/A	Bay 2 - Ceiling
Public Works Facilities, G Building South - 3535 Somerset Drive	BRYANT		R794438	Mechanical Room
Swimming Pool Facility - 7711 Delmar	CARRIER	24AB5330A300	1409E06613	Bath House Roof
Swimming Pool Facility - 7711 Delmar	CENTRAL	F1SA030R06A	ELCS347675	Inside Upper Office
Swimming Pool Facility - 7711 Delmar	LENNOX	13ACXN036-230-22	1919F48511	Outside Concession
Swimming Pool Facility - 7711 Delmar	LENNOX	CBA25UH-036-230-01	1519F19738	Inside Concession
Swimming Pool Facility - 7711 Delmar	STERLING	QVEF-75	B98413917001-4	Filter House basement
Swimming Pool Facility - 7711 Delmar	GOODMAN	GSX103601BB	1305066360	Filter House
Harmon Park - 77th Pl and Delmar	Microban	FCME301245002-S	7114H17485	Mechanical Room
Franklin Park - 8700 Roe Avenue	Berko Heater	HUHAA324	N/A	Mechanical
Franklin Park - 8700 Roe Avenue	Berko Heater	HUHAA324	N/A	Women's Restroom
Franklin Park - 8700 Roe Avenue	Berko Heater	HUHAA324	N/A	Men's Restroom
Porter Park - 4601 Tomahawk Road	Marley Engineered	SWH1012FC	BJC28A03 (date code)	Mechanical
Porter Park - 4601 Tomahawk Road	Marley Engineered	542A	CAC19A04 (date code)	Women's Restroom
Porter Park - 4601 Tomahawk Road	Marley Engineered	542A	BJL16A04 (date code)	Men's Restroom
Wassmer Park - 4805 W 67th Street	Marley Engineered	SWH1012FC	BJC28A03 (date code)	Mechanical
Wassmer Park - 4805 W 67th Street	Marley Engineered	542A	BJL16A04 (date code)	Women's Restroom
Taliaferro Park - 2900 W 79th Street	Marley Engineered	SWH2024FC	CCF28A02 (date code)	Mechanical
Taliaferro Park - 2900 W 79th Street	?	?	?	Men's - Ceiling
Taliaferro Park - 2900 W 79th Street	?	?	?	Women's - Ceiling
Windsor Park - 7170 Windsor Street - UNDER CONSTRUCTION FALL 2023	UNK	UNK	UNK	Mechanical
Windsor Park - 7170 Windsor Street - UNDER CONSTRUCTION FALL 2023	UNK	UNK	UNK	Women's Restroom
Windsor Park - 7170 Windsor Street - UNDER CONSTRUCTION FALL 2023	UNK	UNK	UNK	Men's Restroom

* Small area heaters or exhaust fans per item #1.5 in Contract

Bid Tab: HVAC Service

Opened on December 6, 2023

	2024 Rate	2025 Rate	2026 Rate	2024 Rate	2025 Rate	2026 Rate	2024 Rate	2025 Rate	2026 Rate
Bidder: Myrick Mechanical			Bidder: O'Dell			Bidder: US Engineering			
Location	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost
Public Safety - Spring	\$ 2,365.00	\$ 2,475.00	\$ 2,585.00	\$ 612.00	\$ 624.00	\$ 636.00	\$ 4,026.00	\$ 4,269.00	\$ 4,525.00
Public Safety - Fall	\$ 2,365.00	\$ 2,475.00	\$ 2,585.00	\$ 612.00	\$ 624.00	\$ 636.00	\$ 2,014.00	\$ 2,134.00	\$ 2,236.00
Municipal Building - Spring	\$ 1,505.00	\$ 1,575.00	\$ 1,645.00	\$ 612.00	\$ 624.00	\$ 636.00	\$ 2,364.00	\$ 2,505.00	\$ 2,656.00
Municipal Building - Fall	\$ 1,505.00	\$ 1,575.00	\$ 1,645.00	\$ 612.00	\$ 624.00	\$ 636.00	\$ 2,364.00	\$ 2,505.00	\$ 2,656.00
Community Center - Spring	\$ 215.00	\$ 225.00	\$ 235.00	\$ 102.00	\$ 104.00	\$ 106.00	\$ 322.00	\$ 341.00	\$ 362.00
Community Center - Fall	\$ 215.00	\$ 225.00	\$ 235.00	\$ 102.00	\$ 104.00	\$ 106.00	\$ 322.00	\$ 341.00	\$ 362.00
Public Works - Spring	\$ 430.00	\$ 450.00	\$ 470.00	\$ 408.00	\$ 416.00	\$ 424.00	\$ 1,201.00	\$ 1,273.00	\$ 1,349.00
Public Works - Fall	\$ 430.00	\$ 450.00	\$ 470.00	\$ 408.00	\$ 416.00	\$ 424.00	\$ 3,602.00	\$ 3,818.00	\$ 4,048.00
Swimming Pool - Spring	\$ 430.00	\$ 450.00	\$ 470.00	\$ 153.00	\$ 156.00	\$ 159.00	\$ 715.00	\$ 758.00	\$ 803.00
Swimming Pool - Fall	\$ 430.00	\$ 450.00	\$ 470.00	\$ 153.00	\$ 156.00	\$ 159.00	\$ 715.00	\$ 758.00	\$ 803.00
Harmon Park - Spring	\$ 107.50	\$ 112.50	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Harmon Park - Fall	\$ 107.50	\$ 112.50	\$ 117.50	\$ 102.00	\$ 104.00	\$ 106.00	\$ 299.00	\$ 317.00	\$ 336.00
Franklin Park - Spring	\$ 107.50	\$ 112.50	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Franklin Park - Fall	\$ 107.50	\$ 112.50	\$ 117.50	\$ 153.00	\$ 156.00	\$ 159.00	\$ 299.00	\$ 317.00	\$ 336.00
Porter Park - Spring	\$ 107.50	\$ 112.50	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Porter Park - Fall	\$ 107.50	\$ 112.50	\$ 117.50	\$ 153.00	\$ 156.00	\$ 159.00	\$ 299.00	\$ 317.00	\$ 336.00
Wassmer Park - Spring	\$ 107.50	\$ 112.50	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wassmer Park - Fall	\$ 107.50	\$ 112.50	\$ 117.50	\$ 153.00	\$ 156.00	\$ 159.00	\$ 299.00	\$ 317.00	\$ 336.00
Taliaferro Park - Spring	\$ 107.50	\$ 112.50	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taliaferro Park - Fall	\$ 107.50	\$ 112.50	\$ 117.50	\$ 153.00	\$ 156.00	\$ 159.00	\$ 299.00	\$ 317.00	\$ 336.00
Windsor Park - Spring	\$ 107.50	\$ 112.50	\$ 117.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Windsor Park - Fall	\$ 107.50	\$ 112.50	\$ 117.50	\$ 153.00	\$ 156.00	\$ 159.00	\$ 299.00	\$ 317.00	\$ 336.00
Geothermal Quartely Testing	\$ 107.50	\$ 112.50	\$ 117.50	\$ 250.00	MKT	MKT	\$ 256.00	\$ 272.00	\$ 289.00
Additional Fees									
Labor Cost per Hour	\$ 107.50	\$ 112.50	\$ 117.50	\$ 102.00	\$ 104.00	\$ 106.00	\$ 149.00	\$ 158.00	\$ 168.00
Labor Cost per Overtime Hour	\$ 161.50	\$ 168.50	\$ 176.50	\$ 153.00	\$ 156.00	\$ 159.00	\$ 198.00	\$ 210.00	\$ 223.00
Materials - Actual Cost Plus Mark Up %	25%	25%	25%	30%	30%	30%	15%	15%	15%
Freon - Cost per Pound Refrigerant	MKT	MKT	MKT	MKT	MKT	MKT	MKT	MKT	MKT
Annual Scheduled Maint Cost	\$ 22,360.00	\$ 23,400.00	\$ 24,440.00	\$ 9,282.00	\$ 9,464.00	\$ 9,646.00	\$ 38,878.00	\$ 41,208.00	\$ 43,632.00
3 Year Scheduled Maint Cost		\$ 70,200.00			\$ 28,392.00			\$ 123,718.00	



PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/18/2023

CONSIDER BID AWARD FOR PEST CONTROL SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2024-2026 Annual Service contract for Pest Control Services to Lawrence Pest Control for 2024 and renewal in 2025 and 2026.

BACKGROUND

On Wednesday, December 6, 2023, the City Clerk opened bids for the City's Pest Control Services. The contract is to provide pest control services for the City buildings. Lawrence Pest Control has had the contract for several years and the service has been satisfactory. Three bids were received and the pricing for 2024 was as follows:

Year	Lawrence Pest	Pete's Pest	Smithereen
2024	\$ 5,945.00	\$ 6,270.00	\$ 9,330.00
2025	\$ 5,945.00	\$ 6,919.00	\$ 9,330.00
2026	\$ 5,945.00	\$ 7,660.00	\$ 9,330.00
3 Year Total	\$17,835.00	\$20,849.00	\$27,990.00

FUNDING SOURCE

Funding is available in the 2024 Public Works Operating Budget.

ATTACHMENTS

1. Bid for Pest Control Services with Lawrence Pest Control

PREPARED BY

Keith Bredehoeft, Public Works Director

December 12, 2023



AGREEMENT FOR PEST CONTROL SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2024 through 2026 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

1.1 The Contractor will provide total building monthly pest control at these locations on the **specified day every month:**

- Municipal Building, 7700 Mission Road
- Public Safety Center, 7710 Mission Road
- Community Center, 7720 Mission Road
- Public Works Facility - A building, 3535 Somerset Drive
- Public Works Facility - G building, 3535 Somerset Drive
- Harmon Park Pavilion Restrooms, 7721 Delmar
- Franklin Park Restroom, 8700 Roe Avenue
- Porter Park Restroom, 4601 Tomahawk Road
- Wassmer Park Restroom, 4805 W 67th Street
- Taliaferro Park Restroom, 2900 W 79th Street
- Windsor Park Restroom, 7170 Windsor Street

1.2 The Contractor will provide total building monthly pest control only during May, June, July, August, September at these locations on the **specified day every month:**

- Swimming Pool Bathhouse, 7711 Delmar
- Swimming Pool Filter House, 7711 Delmar
- Swimming Pool Concession Area, 7711 Delmar (bi-weekly service)

1.3 The Contractor will provide outside monthly pest control only during May, June, July, August, September at these locations on the **specified day every month:**

- Municipal Building, 7700 Mission Road
- Public Safety Center, 7710 Mission Road
- Community Center, 7720 Mission Road
- Swimming Pool Bathhouse/Concession Building, 7711 Delmar
- Public Works Facility - A building, 3535 Somerset Drive
- Public Works Facility - G building, 3535 Somerset Drive

1.4 The Contractor will provide an annual termite inspection at these locations on the **specified date:**

- | | | |
|--------------------------------|-------------------------------|----------------------------|
| • Municipal Building | • Swimming Pool Bathhouse | • Porter Park Restroom |
| • Public Safety Center | • Swimming Pool Filter House | • Wassmer Park Restroom |
| • Community Center | • Swimming Pool Concession | • Taliaferro Park Restroom |
| • Public Works Facility-A Bldg | • Harmon Park Pav. Restroomss | • Windsor Park Restroom |
| • Public Works Facility-G Bldg | • Franklin Park Pav. Restroom | |

- 1.5 The Contractor will use an odorless chemical to provide for the control of spiders, flies, roaches, waterbus, silverfish, ants, crickets, and mice. The Contractor will also provide sticky-traps at all potential entry points which shall be replaced monthly.
- 1.6 The Contractor will identify the chemicals and amounts used in a semi-annual service report for each location.
- 1.7 If it is necessary for the Contractor to repeat a treatment between scheduled services, the Contractor will do so at no cost.
- 1.8 The Contractor will provide a Material Safety Data Sheet for all chemicals used on an annual basis or if products are changed.
- 1.9 The Contractor will supply a direct contact name, phone number and email address and will notify the City if this contact information changes during the Contract period.
- 1.10 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work.
- 1.11 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, or his designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 **Insurance:**
 - A. The Contractor shall procure and maintain, at its expense, the following insurance coverage:
 - (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

- B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 In executing this Agreement, Contractor expressly covenants and agrees that, undertaking to complete the work required under this Agreement, within the time periods herein fixed, it has

taken into account and made allowances for all hindrances and delays incident to such work, including but not limited to those arising out of the COVID-19 pandemic. No charge shall be made by Contractor for delays or supplies regarding such work related to COVID-19, except as may be specifically provided for herein. Contractor acknowledges and agrees that the City and its services are an essential function and that Contractor's services are necessary for the continuing function of such essential governmental services.

Notwithstanding the foregoing or anything in this Agreement to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19, and Contractor agrees that all work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene, and other efforts to slow the spread of COVID-19. City shall not be responsible for any increase in the contract sum or the contract time related to compliance with such directives, including but not limited to any arising from City's enforcement of such orders or directives. Failure of Contractor or any of its employees to comply with such orders or directives shall be deemed an event of default under this Agreement.

- 2.12 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.18 This Agreement is for the period of January 1, 2024 through December 31, 2026. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.19 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 That the monthly fees for the completion of these services are:

LOCATION	2024 MONTHLY FEE	2025 MONTHLY FEE	2026 MONTHLY FEE
Municipal Building	40.00	40.00	40.00
Municipal Building Outside (May - September)	25.00	25.00	25.00
Public Safety Center	40.00	40.00	40.00
Public Safety Center Outside (May - September)	25.00	25.00	25.00
Community Center	40.00	40.00	40.00
Community Center Outside (May - September)	25.00	25.00	25.00
Public Works Facility - A Building	50.00	50.00	50.00
Public Works Facility - A Bldg. Outside (May - September)	25.00	25.00	25.00
Public Works Facility - G Building	40.00	40.00	40.00
Public Works Facility - G Bldg. Outside (May - September)	25.00	25.00	25.00
Swimming Pool Bathhouse (May - September)	40.00	40.00	40.00
Swimming Pool Bathhouse/Concession Bldg. - Outside (May - September)	25.00	25.00	25.00
Swimming Pool Concession Area (Bi-Weekly) (May - September)	50.00	50.00	50.00
Swimming Pool South Filter House (May - September)	25.00	25.00	25.00
Harmon Park Pavilion Restrooms	25.00	25.00	25.00

LOCATION	2024 MONTHLY FEE	2025 MONTHLY FEE	2026 MONTHLY FEE
Franklin Park Restrooms	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Porter Park Restrooms	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Wassmer Park Restrooms	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Taliaferro Park Restrooms	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Windsor Park Restrooms	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Monthly Day of Service: (i.e. 1 st Tuesday of every month)			
	2024 ANNUAL FEE	2025 ANNUAL FEE	2026 ANNUAL FEE
Annual Termite Inspection	300. ⁰⁰	300. ⁰⁰	300. ⁰⁰
Scheduled Date of Termite Inspection:	May - July	May - July	May - July

4.0 References

4.1 The Contractor will provide three (3) references of comparable work from the last twelve (12) months.

Company: City of Av. Village Contact: Steve Malls
 Phone #: 913-385-4643 Email: smalls@avkansas.com
 Brief Description on Work: Pest Control Services

Company: Board of Public Utilities Contact: Jacqueline Bagby
 Phone #: 913-577-9010 Email: Jbagby@BPU.com
 Brief Description on Work: Pest Control Services at various facilities (40)

Company: KCKS (Public Schools) Contact: Kevin Adkins
 Phone #: 913-627-3868 Email: Kevin.Adkins@kckps.org
 Brief Description of Work: Pest Control Service to various school facilities (80)

Contractor Contact: SAM KUMAR
 Company Name: LAWRENCE PEST CONTROL
 Address: 4725 LAMAR AVE
MISSION, KS 66202
 Telephone Number: 913-677-3003
 Date: December 5, 2027
 Fax Number: 913-677-3003
 Email: lawrencepest@ychoo.com

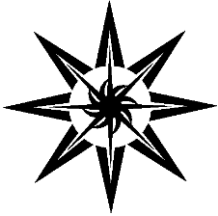
ATTEST:

Adam Geffert, City Clerk Date

David Waters, City Attorney

/s/ Contractor Agent Date

/s/ Eric Mikkelson, Mayor Date



ADMINISTRATION

Council Committee Meeting Date: December 4, 2023
City Council Meeting Date: December 18, 2023

COU2023-76: Consider Approval of the 2024 Legislative Platform

ACTION NEEDED

Make a motion to approve COU2023-76: adoption of the 2024 legislative platform.

BACKGROUND

Each year the City Council discusses and adopts a legislative platform, which establishes the City's legislative priorities for the upcoming legislative session. This document is shared and discussed with local, state, and federal elected officials who represent Prairie Village. It is also used by staff and the City's lobbyist when determining whether the City should submit testimony on legislation.

The Council Committee of the Whole discussed the 2024 legislative platform at the December 4 meeting and directed staff to make the following changes to the platform for 2024 which are reflected in the attached document:

- Move the "local control" section to the top of the document.
- Amend the tax policy section to address the pending appraisal constitutional amendment.
- Change the term "marijuana" to "cannabis" for consistency with other potential pending legislation.

ATTACHMENTS

2024 Prairie Village Legislative Platform with LKM Statement on Municipal Policy

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: December 12, 2023

CITY OF PRAIRIE VILLAGE

2024 LEGISLATIVE PRIORITIES



WWW.PVKANSAS.COM

The City of Prairie Village endorses the League of Kansas Municipalities 2024 Statement of Municipal Policy. In addition, the following topics are the top legislative priorities for the City of Prairie Village in 2024:

2024 LEGISLATIVE PRIORITIES

LOCAL CONTROL

Our local communities across the state are best served and residents' values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community. This includes matters dealing with public health and safety, such as local health orders and rental inspections, and the ability to govern possession of firearms in public spaces in the interest of community safety.

TAX POLICY & DARK STORE

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. State policy changes shifted the local tax burden too far toward residential property taxes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs, including artificial caps on property valuations. These changes put Kansas counties and cities at a competitive tax disadvantage with Missouri. We also strongly support legislation that would require commercial properties to be appraised and valued based on their highest and best use and oppose any legislation that utilizes the "dark store theory" to appeal their assessed valuations. Municipalities rely on commercial and residential property tax revenue to pay their share of essential city services. Any changes in commercial valuation has a detrimental impact to municipal operations and forces the property tax burden to residential property owners.

TAX LAW

We strongly oppose any state imposed limits on the taxing and spending authority of cities and counties. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. State government should abide by the same taxing and spending decisions they impose on cities and counties. The legislature should address the replacement for the tax lid that was passed in 2021 that intentionally confuses the electorate and causes additional unintended problems with taxing policy. The law should return to what it was before the 2021 Legislative change and to the state it was before the tax lid was imposed in 2016 and 2014. If this cannot be accomplished, the current revenue neutral rate process should be amended to include exemptions for inflation and new construction. The State legislature, as required by Kansas statutes, should help relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program.

LEGALIZATION OF CANNABIS

We support the legalization of cannabis and its derivatives.

SALES TAX ON FOOD

We support immediate elimination of the state portion of sales tax on food. We do not support eliminating the City's portion of sales tax on food, as this is a major source of revenue for cities throughout Kansas, including Prairie Village, and would negatively impact the services provided by local governments throughout Kansas.

ADDRESSING THE CLIMATE CRISIS AS A PUBLIC POLICY PRIORITY

We believe that climate change poses a global economic, social, and public safety crisis. We support policy makers at all levels of government elevating sustainability and decarbonization to be included among the top line of policy priorities.

FEDERAL FUNDS

With historic investments in infrastructure, sustainability, and clean energy projects through the Bipartisan Infrastructure Law and Inflation Reduction Act, the City of Prairie Village encourages the Legislature and state agencies to provide support, coordination, and guidance to local governments in order to maximize opportunities through federal investments.

The City of Prairie Village supports the expansion of Medicaid to extend healthcare coverage to low-income Kansans.

LOCAL FIREARMS ISSUES

We strongly believe the ability to govern how firearms are possessed and transported throughout our community is a matter of local control. Local government should have the ability to regulate and enforce the possession and use of weapons within City-owned facilities, public parks, municipal pools, and City-owned vehicles. We urge state legislatures to amend K.S.A. 75-7c that restricts local government from enacting important gun safety measures in their communities.

STATE FUNDING OF PUBLIC EDUCATION

We strongly support constitutionally adequate, equitable, and responsible funding for the public school system to a level that places Kansas among the leading states in support of a "world class" education. We oppose any further reduction in school funding, including any constitutional amendment releasing the legislature from this important duty. We also urge the state government to fund special education at the level required by K.S.A. 72-3422.

STATEWIDE FUNDING FOR THE ARTS

The U.S. Bureau of Economic Analysis reports that the arts and culture sector contributed \$4.1 billion to Kansas' economy in 2020. We support restoration of state funding for the arts. The arts industry provides jobs, generates revenue and economic activity, and enhances quality of life. The City of Prairie Village recognizes the important role individual artists and creative organizations play in building and sustaining cultural and economic vibrancy in Kansas.

NON-DISCRIMINATION

We strongly believe all people should be treated fairly and equally under the law. However, in Kansas, a gap currently exists in the applicable state and federal discrimination laws, leaving LGBTQ people without protection from discrimination in housing, employment, and public accommodations. While the City of Prairie Village has passed a local non-discrimination ordinance to fill this gap, we urge the State to pass legislation to extend these protections statewide.



CITY OF PRAIRIE VILLAGE
7700 MISSION ROAD
PRAIRIE VILLAGE, KANSAS 66208
913-381-6464

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2024 Statement of Municipal Policy

State



THE
LEAGUE
OF KANSAS MUNICIPALITIES



TABLE OF CONTENTS

Governing Body..... 3

About the League 4

Legislative Priorities 5

Finance & Taxation 6

Public Safety 8

Infrastructure..... 9

Human Resources 12

Government Policies & Procedures 13

City Facts 16

League Legislative Staff 17

Policy Development 17



GOVERNING BODY



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J. Michael Wilkes
City Manager, Olathe



Vice President
Roy Cessna
Commissioner, Garden City

Past Presidents

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Daron Hall, City Manager, Pittsburg
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Tyrone Garner, Mayor, Unified Government
of Wyandotte County/Kansas City
Christy Gibson, City Clerk, Greensburg
Everett Green, Mayor, Scott City
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Katie Jackson, City Attorney, Manhattan
Russ Kessler, Mayor, Haysville
Jenny Landers, Mayor, Otis
Amy Lange, City Manager, Concordia
Ty Lasher, City Manager, Bel Aire
Stan Luke, Mayor, Burlington
Michael Padilla, Mayor, Topeka
Curt Skoog, Mayor, Overland Park
Austin St. John, City Administrator, Mulvane
Brandon Whipple, Mayor, Wichita

Executive Director

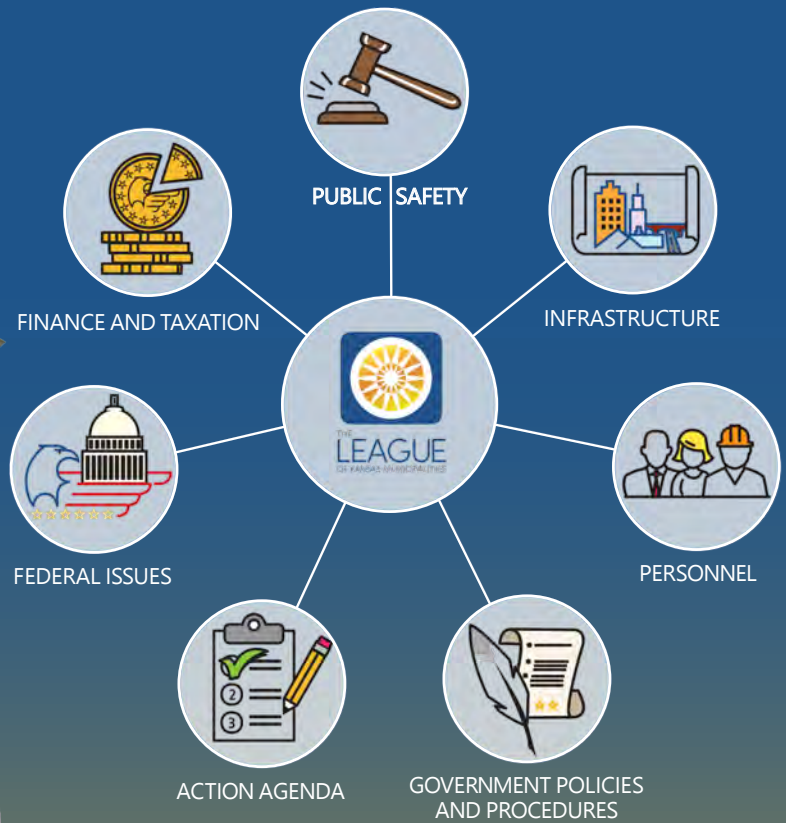
Nathan Eberline



ABOUT THE LEAGUE

SUPPORTING KANSAS CITIES

The League of Kansas Municipalities is a membership association that advocates on behalf of cities, offers training and guidance to city appointed and elected officials, and has a clear purpose of strengthening Kansas communities. Since 1910, the League has been a resource for cities across Kansas and has acted as a body to share ideas, facilitate communication between members, and provide information on best practices in city operations.





LEGISLATIVE PRIORITIES

The prosperity of Kansas is dependent upon the prosperity of its cities. More than 84% of Kansans live in an incorporated city. To promote healthy and sustainable communities, the elected and appointed city officials of Kansas establish the following as 2024 legislative priorities:

HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters, we support local elected officials making decisions for their communities, particularly tax and revenue decisions.

GOVERNMENT COMPETITION. Local governments should retain local control over the services they provide to residents and businesses. Free markets are the best vehicle for allocating goods and services. However, there are circumstances where the free market does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In these instances, it falls to local government to respond to the needs of the people. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to provide those services at a low cost.

CITY ELECTIONS. We oppose any actions by the state government to impose partisan elections on cities. All cities have the authority to make this decision for their community, and each city, in consultation with its citizens, should make that determination.

SALES TAX & EXEMPTIONS. Cities should continue to retain voter-approved local sales tax allocations. The Legislature is granted authority to make decisions relating to statewide sales tax. Local voters vote on and are granted authority to make decisions regarding local sales taxes. Any sales tax exemptions considered by the Legislature should only apply to the state portion of sales tax and not eliminate voter-approved local sales taxes.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

HOUSING. A lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing.

SALES TAX REVENUE IN STAR BOND DISTRICTS. The reduction and elimination of the state food sales tax threatens the viability of existing STAR Bond project districts that include groceries by eliminating a source of revenue pledged to repay the bonds. We support the creation of a long-term funding mechanism to ensure state reimbursement of lost funds caused by reduction and elimination of the state share of food sales tax in impacted STAR Bond districts.

WATER. Access to water is paramount for the growth and viability of communities. Government at all levels should pursue the conservation, protection, and development of current and future water supplies to ensure access to clean, safe, and affordable water for all Kansans. We support state action, in consultation with municipal providers, to address surface and groundwater resources.

LAVTR. The state legislature, as required by statutes, should fund the Local Ad Valorem Tax Reduction (LAVTR) program.

AMBULANCE ATTENDANTS. We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.



FINANCE & TAXATION

Each city is unique in services provided and ability to pay for such services; maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services. The League supports the long-established policies of balancing revenue from income, sales, and property taxes to assure the fiscal ability of the state and local governments to provide services citizens need.

TAX POLICY & SPENDING. Local spending and taxing decisions are best left to local officials representing the citizens that elected them. We oppose state-imposed limits on the taxing and spending authority of cities. Changes to tax policies should not be undertaken without a full understanding of the overall impact on all taxpayers, taxing entities, and the sources and amounts of revenues generated or eliminated by such policy changes.

PROPERTY TAXES. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be transparent, and abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to make government more efficient and recognize the need to work together on innovative approaches to reduce property taxes.

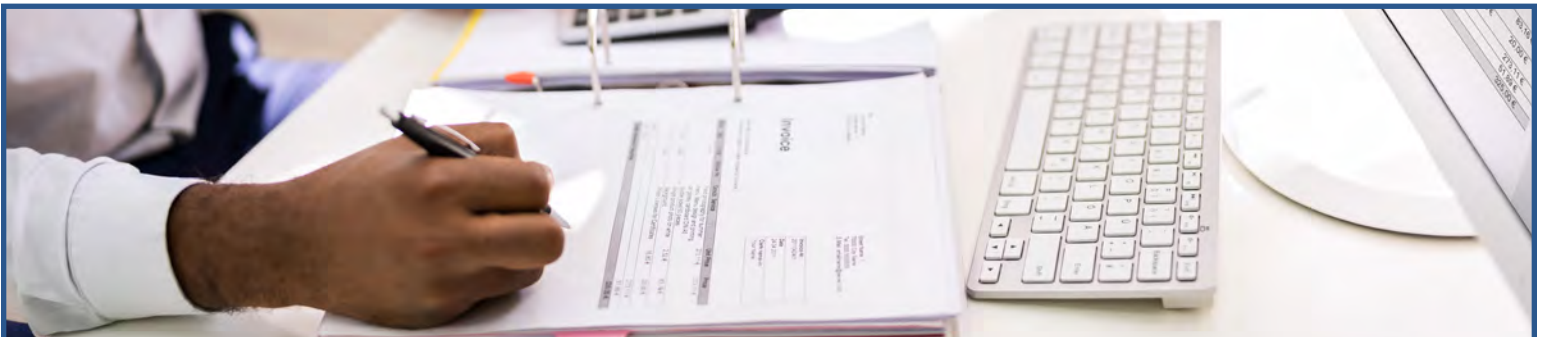
PROPERTY TAX EXEMPTIONS. We encourage the legislature to resist any proposal to further exempt any specific property classification from taxation, including industry-specific exemptions. We support the current statutory definition of machinery and equipment, and the exemption should not be expanded. The Legislature should review existing exemptions to determine if they should continue or be repealed.

SALES TAX & EXEMPTIONS. Cities should continue to be able to determine voter-approved local sales tax allocations. The Legislature is granted authority to make decisions relating to statewide sales tax. Local voters vote on and are granted authority to make decisions regarding local sales taxes. Any sales tax exemptions considered by the Legislature should only apply to the state portion of sales tax and not eliminate voter-approved local sales taxes.

PROPERTY VALUATION. We support appraisals based on fair-market value as historically used in Kansas. We oppose caps in property valuations and limitations on valuation methods that shift the property tax burden, benefiting one category of property to the detriment of all others, as unconstitutional and inequitable.

LAVTR. The state legislature, as required by statutes, should fund the Local Ad Valorem Tax Reduction (LAVTR) program.

COUNTYWIDE SALES AND USE TAXES. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits city and county taxpayers and ensures there is a fair method to distribute funds generated primarily in cities and approved by voters. The Legislature should fund existing city and county revenue sharing programs as required by statutes.



SALES TAX REVENUE IN STAR BOND DISTRICTS.

The reduction and elimination of the state food sales tax threatens the viability of existing STAR Bond project districts that include groceries by eliminating a source of revenue pledged to repay the bonds. We support the creation of a long-term funding mechanism to ensure state reimbursement of lost funds caused by reduction and elimination of the state share of food sales tax in impacted STAR Bond districts.

REVENUES & SPENDING. We oppose any law requiring a city to spend a certain threshold to receive and maintain state dollars. All spending decisions should remain at the local level. Cities should be authorized to approve alternative revenue sources to maintain appropriate levels of funding for the health, safety, and welfare of citizens. Cities should be allowed to set financial policies in-line with bond rating requirements and other generally accepted best practices for municipal management.

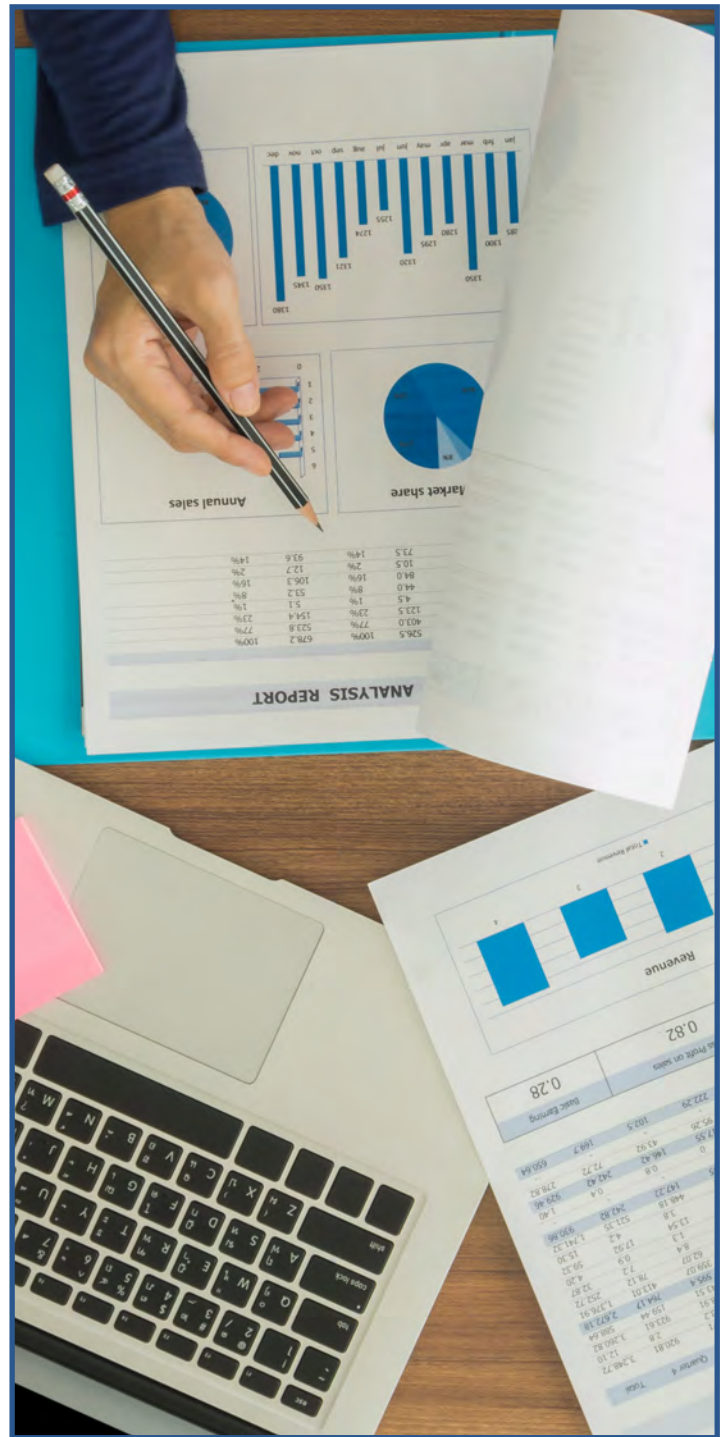
BUDGET TIMELINE. The current statutory framework for adoption of municipal budgets makes it difficult for cities to develop budgets that must be presented to governing bodies five months before the start of a fiscal year. We support legislation to allow the adoption of City budgets by November 30.

EMS/HOSPITAL FUNDING. We support expansion of Medicaid to allow hospitals and emergency medical services (EMS) access to federal funding, helping cities maintain and provide critical services for citizens. Absent Medicaid expansion, additional state funding needs to be made available to rural hospitals to retain businesses and employees and sustain the health and lives of Kansans.

UNFUNDED MANDATES & LOAN PROGRAMS.

We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates must be accompanied by an appropriate level of funding. We support changes to allow local governments to participate directly in federal loan programs.

LOCAL AUTHORITY. We support cities’ ability to impose and collect taxes and fees on telecommunications providers. All cities should have the same banking and investment authority the state grants itself. We support Kansas statutes being modernized to reflect revenue neutral rate requirements when determining a public library’s eligibility for state funding.





PUBLIC SAFETY

Cities play a critical role in the protection of the health and safety of citizens. Government at all levels should cooperate in the development of health and safety programs.

ASSET FORFEITURE. All assets forfeited, or proceeds of the sale of the same, should remain with the local government that seizes the property.

MUNICIPAL COURT. All assessed court funds under a municipal court order, other than restitution collected and payable to a third party and state assessments paid under K.S.A. 12-4117, should be retained by the local municipality. We support municipalities' ability to set appropriate fines and fees.

EMERGENCY 911 SERVICES. Cities and counties should maintain local control of the 911 system. The 911 tax should continue to include wireline and wireless communications. We support legislation providing flexibility for local governments to utilize these funds to provide emergency services. 911 funds should not be diverted by the legislature for other uses.

EMERGENCY MANAGEMENT. Implementation strategies must promote cooperative efforts between federal, state, and local governments. Changes to the Emergency Management Act should consider the role of a city in responding to disasters.

MEDICAL CHARGES. The first person responsible for payment of medical costs should be the individual in custody. Clarification is needed that the entity charging for a crime is responsible in the event those costs cannot be recovered. We support the pooling of resources between state and local law enforcement agencies.

LAW ENFORCEMENT DISCRETION. We support local governments' discretion in establishing law enforcement vehicle pursuit policies and the ability of law enforcement officers to use discretion in determining when to make an arrest.

SERVICE ANIMAL FRAUD. We support strengthening and redefining the crime of service animal fraud to disincentivize individuals from asserting an animal is a service animal to avoid vicious animals, exotic, livestock, or breed-specific ordinances.

ALCOHOL & CMB REGULATION. We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments.

MEDICAL MARIJUANA. Medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and not allow residential grow operations.

HOMELAND SECURITY. Local first responders are the front-line defense in the prevention and response to terrorism and security risks. Local governments should be granted maximum flexibility over implementation of monies and strategies regarding homeland security.

CYBERSECURITY. We encourage the State to provide collaborative discussions, training programs, and feasibility studies for the impact of cyber-attacks on cities. Cities will use information provided by the state to determine best practices and policies for municipal implementation.

AMBULANCE ATTENDANTS. We support allowing non-certified attendants to drive ambulances for inter-facility patient transfers with one attendant providing patient care. These staff should be trained to operate emergency vehicles. We continue to support the use of certified attendants for emergency situations.

MENTAL HEALTH. We support allocating additional resources for mental health programs. Funds should be allocated for community mental health centers and additional bed space for patients with mental health issues.

MEDICAL WORKFORCE INITIATIVE. Hospitals and Health Care Facilities are facing an alarming shortage of licensed medical and clinical staff who specialize in the medical and mental health treatment of individuals. We support additional state resources being put toward programs to recruit and retain Health Care Professionals. We support the development of a behavioral health tech certificate program at community or technical colleges. We also support the establishment of a rural psychiatric residency program.



INFRASTRUCTURE

Cities construct, manage, operate, and maintain numerous infrastructure components that provide a high quality of life. Infrastructure involving transportation, municipal utilities, energy services, and water and environmental structures are dependent on the ability of local officials to self-determine what's appropriate for their communities. This relies on cooperation from state government and full funding as required by law under statutory programs from the state and federal governments.

TRANSPORTATION

CONNECTING LINKS. The State should maintain KDOT's funding for connecting link programs at a minimum of the FY 2020 level for cities to provide for the maintenance of state highways within city limits. We support full funding of the City Connecting Link Improvement Program (CCLIP).

CITY-COUNTY HIGHWAY FUND. The City-County Highway Fund should be fully funded and not diverted for other purposes. Such funding should include the transfer of fees from the registration of out-of-state commercial vehicles, as directed by K.S.A. 9-3425i. Proceeds from increases to the motor fuel tax rates should be allocated in accordance with current statutory provisions.

COMPREHENSIVE TRANSPORTATION PROGRAM. We support a comprehensive transportation system that is safe, efficient, and accessible. The state should fully fund the Eisenhower Legacy Transportation Program (IKE) and cooperate with local governments to maintain and improve the state's transportation infrastructure. We support continued development of multimodal transportation networks and local transportation districts that enable cities to develop transportation initiatives to advance these objectives.

MODERN TRANSPORTATION DEVELOPMENT. We support a modern and sustainable transportation system that meets the needs of all Kansans. The state should invest in expanding electric charging station infrastructure, enhancing airport facilities and services, developing recreational trails, and improving passenger and freight rail service. We also support changes to state law that make it easier and more affordable to develop these projects.

ELECTRIC CHARGING STATIONS. Any fees or taxes imposed on charging stations remitted to the state should be put into the Special Highway Fund, not the general fund.

UNIFORM TRAFFIC CODE. We support a comprehensive review and recodification of the Uniform Traffic Code.

MATCHING FUNDS. We support allocating surplus state fund revenues to cities to maximize federal discretionary grant funds.

UTILITIES

BROADBAND. Access to reliable broadband service is essential to the economic health of cities. We support establishment of Broadband grants to facilitate expansion. Guidance for the grant program and broadband-related statutes must recognize the important role local governments play in such expansion and not remove planning and right of way authority from local governments.

SERVICE TERRITORY. Municipalities must retain authority to purchase, construct, or extend infrastructure necessary to supply cities and their inhabitants with public utilities, including electric services. Cities should have the freedom and flexibility to grow and expand service territories.

MUNICIPAL OPERATION. We support the ability of cities to operate municipal gas, water, electric, sewer, telecommunications, broadband, solid waste, stormwater or other utility services. We further support the ability of cities to set and control the rates for locally owned and operated utilities.

RIGHT OF FIRST REFUSAL. We support municipal utilities having the ability to invest in new electric/transmission projects to provide reliable, affordable service to customers. We oppose efforts prohibiting competition for transmission projects.

FRANCHISE AUTHORITY. We oppose any legislation restricting the current franchise authority for cities, including limits on franchise fees.

MANDATES. Any mandates passed down to cities by the state or federal government on utility services should not be imposed without a cost-benefit analysis and accompanied by appropriate funding. Regulations should be reasonable in overall scope and timing of implementation.

RIGHT-OF-WAY. Cities must maintain the ability to regulate public right-of-way and recover reasonable compensation for use of the right-of-way. Kansas policy should not be dictated by federal mandates. We oppose efforts to codify at the state level federal directives limiting cities' powers.

ENERGY

ELECTRIC UTILITY DEREGULATION. Community-owned and operated municipal electric utilities make long-term power supply decisions and investments to benefit the overall community. We support continued local control over power supply decisions.

STATEWIDE ENERGY POLICY. We support development of a coordinated and comprehensive Energy Plan. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful. We support public and private incentives to encourage energy efficiency and renewable energy.

BUILDING CODES. Cities should continue to be allowed to shape local codes to incentivize net zero or net-zero ready building requirements.

PROPANE. We support cities' authority to protect public safety by regulating the capacity of propane units/facilities for residential or commercial purposes.

WATER AND ENVIRONMENT

WATER QUALITY. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse regional and cooperative solutions to water quality challenges that address point and non-point source pollution while balancing municipal cost concerns.

WATER QUANTITY. We support efforts to extend the life of reservoirs and expand reservoir storage for use by municipal water suppliers. We support immediate state action, in consultation with municipal providers, to address surface and groundwater resources while respecting priority of water rights. Water rights management tools that have been developed in recent years should be modified or expanded so they provide the same type of flexibility and authority to any water rights holder regardless of class.



PUBLIC WATER SUPPLY SUPERVISION PROGRAM. We support changes to the statutory language increasing the funding stability for the Kansas Department of Health and Environment's Public Water Supply Supervision program. These changes must balance municipal concerns while recognizing the state has a responsibility to contribute to these public health matters.

WATER PLANNING. We support increased municipal representation on the Kansas Water Authority; broad-based revenue sources and distribution for the state Water Plan Fund; and a re-evaluation of the process for adopting the annual state Water Plan Fund budget.

INFRASTRUCTURE FUNDING. We support increased federal and state funding to assist local communities with water, wastewater, stormwater, levee and dam infrastructure and associated security needs. We call for loan terms of up to 40 years when the usable lifespan of an improvement will exceed the term of the loan.

STORMWATER MANAGEMENT. We endorse regional and cooperative solutions to stormwater quality and quantity challenges that address point and non-point source pollution. We further endorse state measures to incentivize and enable investment in green infrastructure to support sustainable communities.

SOLID WASTE. Home rule powers of cities to dispose of and manage municipal solid waste should not be restricted. This includes recycling, electronic waste and composting programs.

HAZARDOUS WASTE. We support a comprehensive state and local cooperative approach to provide assistance in identifying hazardous waste and to develop programs to monitor and dispose of such waste. Appropriate education and training should be provided prior to implementation of such programs.

CLEAN AIR. We support a state-developed air quality plan that protects the health and safety of Kansans while balancing municipal cost concerns.

WATER AND WASTEWATER CERTIFICATION. We support improved certification programs that align necessary skillsets for real-world water and wastewater system operation with the content of the corresponding exams. We support review of water and wastewater certification to ensure validity and reliability. We encourage contracting and collaboration to help utilities acquire the knowledge, skills, abilities, and certifications needed to effectively serve rate payers.





HUMAN RESOURCES

City employees are the foundation of city government. City governing bodies must have authority to develop local personnel policies to attract and maintain a high-quality workforce.

WORKERS' COMPENSATION. We support reasonable and just benefits for employees injured within the course and scope of their public employment, and effective enforcement of the Workers' Compensation Act.

KPERS & KP&F. We support full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should support a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT (PEERA)/COLLECTIVE BARGAINING. We oppose any federal or state mandate requiring collective bargaining at the local level.

MANDATES. We oppose state and federal mandates involving public personnel. We oppose federal and state mandates requiring or prohibiting the payment of prevailing wages.

WEAPONS AND FIREARMS. We support the ability of local governments to set policies regarding the carrying of weapons and firearms by municipal employees while engaged in their work.

HEALTH CARE & OTHER BENEFITS. We support cooperation and study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.

UNEMPLOYMENT. We support reasonable and just benefits for employees who are qualified individuals under the Kansas Employment Security Law. We oppose the finding that volunteers, who are paid a nominal stipend, are considered qualified individuals. We support legislation to define "volunteer" in Kansas employment law that is consistent with federal law.





GOVERNMENT POLICIES & PROCEDURES

A biding by constitutional Home Rule, there is a need to ensure local governments maintain autonomy and the authority of self-governance to create a safe and sustainable quality of life for residents.

HOME RULE. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters, we support local elected city officials making decisions for their communities, particularly tax and revenue decisions.

GOVERNMENT COMPETITION. Local governments should retain local control over the services they provide to their residents and businesses. Free markets are the best vehicle for allocating goods and services. However, there are circumstances where the free market does not efficiently allocate goods and services, creates externalities that endanger public safety and welfare, or simply does not provide a service. In these instances, it falls to local government to respond to the needs of the people to provide the good or service. In addition, local governments provide services for the sole benefit of their residents and should continue to receive tax benefits to provide those services at a low cost.

PROTECTION OF THE FIRST AMENDMENT. The right of the people through democratically elected and appointed officials to petition and speak to government officials shall not be abridged. We support cities' First Amendment right of freedom of association to work together to accomplish common goals.

POLICE POWERS. We support the authority of cities to regulate to protect the health, safety, and welfare of the public.

NON-DISCRIMINATION. We oppose discrimination against any person by reason of their race, color, religion, sex (including pregnancy, gender identity, or sexual orientation), age, national origin, ancestry, disability, military/veteran status, or genetic information.

CITY ELECTIONS. We oppose any actions by the state government to impose partisan elections on cities. All cities have the authority to make this decision for their community, and each city, in consultation with its citizens, should make that determination.

FILING FOR OFFICE. To encourage a higher number of candidates to file for office, we support the filing location for city elections being available in the city clerk's office. The state should evaluate remote filing options.

FILLING OF VACANCIES. Vacancy filling should remain the responsibility of local governing bodies made up of duly elected officials.

ANNEXATION. We support local jurisdictions' ability to make their own decisions regarding orderly growth through annexation.

SIGN REGULATION. We support the authority of local government to regulate signs in compliance with federal law.

PUBLIC PROPERTY & RIGHTS-OF-WAY. We support the right of cities to control and manage public property and rights-of-way and to impose franchise or use fees on entities that utilize rights-of-way.

EMINENT DOMAIN. We support flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

GOVERNMENTAL IMMUNITY. We support continued immunity for cities from tort liability and legislation strengthening the Kansas Torts Claims Act.

INTERLOCAL COOPERATION. We support the principle of voluntary cooperation among all levels of government.

CITY/COUNTY CONSOLIDATION. We support processes for local consolidation without undue statutory barriers. Voters should be allowed to determine whether consolidation with another unit of government occurs.

PRIVATE CEMETERY LIABILITY. We support removing the requirement for cities to care for and maintain formerly private cemeteries that have been dissolved.

COMMUNITY DEVELOPMENT

HOUSING. The League supports programs that encourage access to quality housing, including but not limited to, the Housing Investor Tax Credit Act, the Kansas Affordable Housing Tax Credit Act, the Kansas Rural Home Loan Guarantee Act, guaranteeing appraisals in rural counties, the Historic Kansas Act, and the Kansas Rural Housing Incentive District Act.

RURAL HOUSING INCENTIVE LOAN FUND. We support the creation of a State low interest revolving loan fund to finance development in Reinvestment Housing Incentive Districts.

ABANDONED AND BLIGHTED HOUSING. We support streamlining and expediting the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners. Cities should continue to retain the ability to manage vacant property registry programs to counter blight.

HOUSING-RENTAL INSPECTIONS. We support giving cities authority to require inspections of rental housing for the safety of tenants and to protect the rights and property values of surrounding property owners.

REVITALIZATION TOOLS. We support continued use of the Neighborhood Revitalization Act, Downtown Redevelopment Act, Transportation Development District Act and Community Improvement District Act to promote local neighborhood development.

ECONOMIC DEVELOPMENT PARTNERSHIPS. State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.

TAX ABATEMENTS. We support the authority of cities to offer tax abatements to encourage business investment in communities.

TAX INCREMENT FINANCING (TIF). We support the continued use of TIF to promote economic development. TIF laws should allow maximum flexibility for efficient use by communities.

STAR BONDS. We support the ability of cities to utilize STAR bonds to promote economic development in communities.

LAND USE AND ZONING. We support the ability of local officials to make land use and zoning decisions within their community, including decisions about location, placement, size, appearance, and siting of transmission and receiving facilities and any other communications facilities.

BUILDING CODES. We oppose any measures to preempt local building codes.

TOURISM. We support cooperative ventures between state and local government to promote tourism as an industry vital to growth and development.

TAX CREDITS. We support the continued availability of tax credits as a tool for economic development.

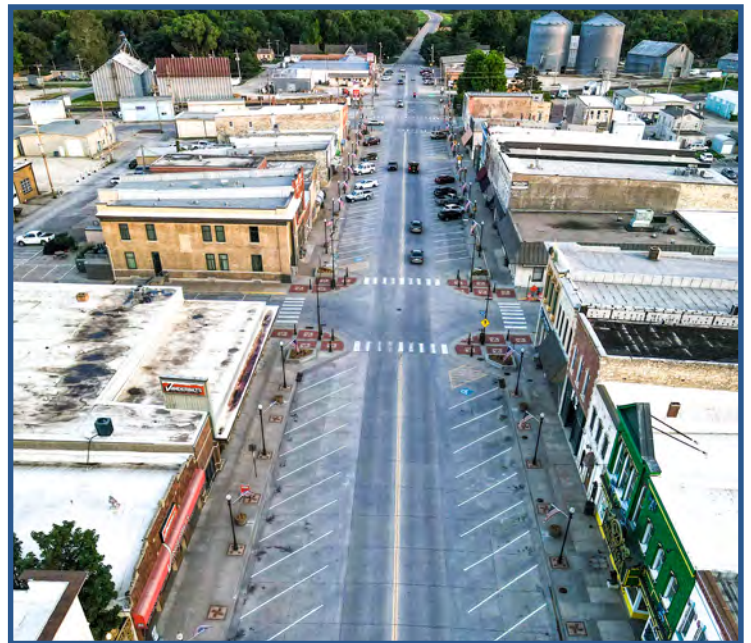
TRANSPARENCY IN GOVERNMENT

OPEN MEETINGS. All levels of government should be subject to the same open meetings requirements. These laws should not be unduly burdensome.

OPEN RECORDS. All levels of government should be subject to the same open records requirements. State laws governing open records should balance the public's right of access, with the necessity of protecting the privacy of individual citizens, and the ability of public agencies to conduct essential business functions. We support a city's ability to recoup reasonable costs associated with requests.

INTERGOVERNMENTAL DIALOGUE. We support current law regarding the use of state and local public moneys to provide information and advocate on behalf of our cities and citizens. Any reporting system should not increase the administrative burden on local governments.

BODY CAMERAS. We support the ability of local governments to determine when and how body cameras will be used by law enforcement officers, including the regulations concerning public access to those recordings, balancing the needs of law enforcement and the individuals whose images are captured in the recordings.



Relationships Are the Cornerstone of Effective Advocacy



1

Make Contact Before Legislative Session

- Eggs & Issues, town halls, etc.
- Communicate the city's agenda and priorities.
- Invite them to a League Legislative Dinner.



2

Follow the Legislative Session

- *League News*
- List servs
- News media
- www.lkm.org



3

Participate in Local Government Day January 24, 2024

- Make appointments to visit with your legislators in the morning.
- Invite them to the League reception.



4

Make Contact During Legislative Session

- Watch for alerts about key bills/issues.
- Follow the issue, not the bill number.
- Be specific; give your city's unique insight into the legislation.
- Don't waste time and political capital on meaningless bills that have no chance of becoming law.



5

Make Contact Following the Legislative Session

- Thank your legislator for their hard work.
- Be honest and express concern when bills negatively affect your city.



• Know your legislators on a first-name basis



• Always be respectful and avoid personal attacks



• Ask your legislator how he or she prefers to be contacted (email, phone, texts, etc.)



• Share your contact information



• Follow legislators' communications



• Sign up for emailed newsletters



• Follow legislators' social media accounts



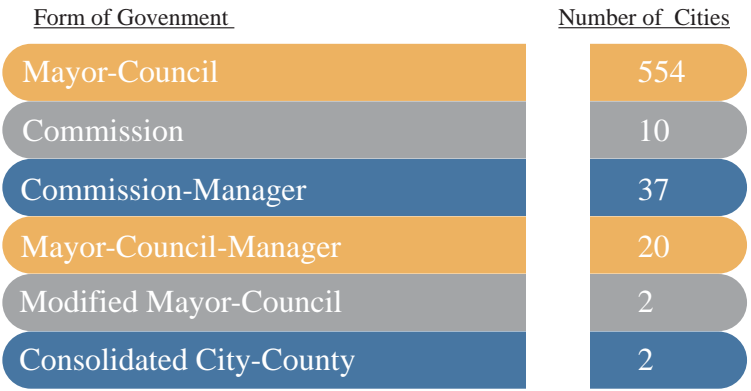
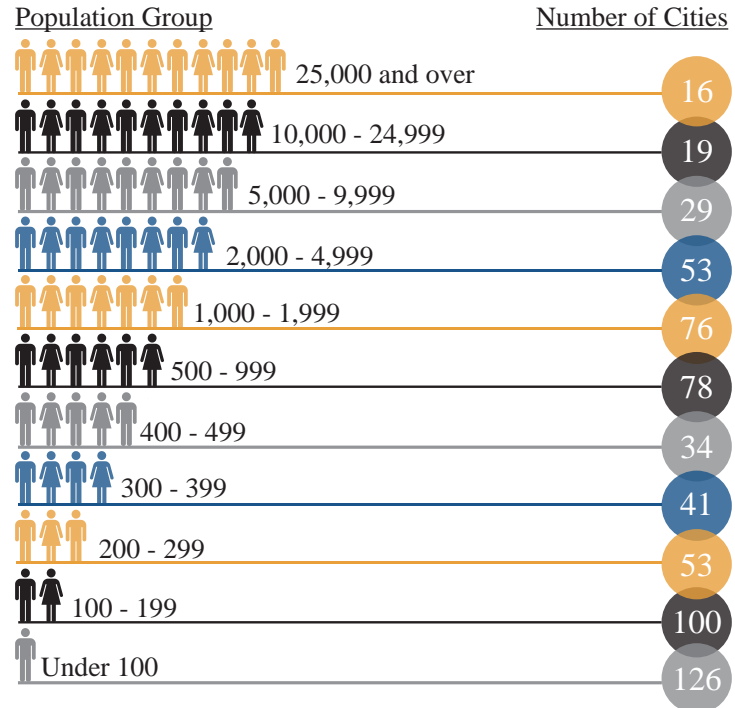
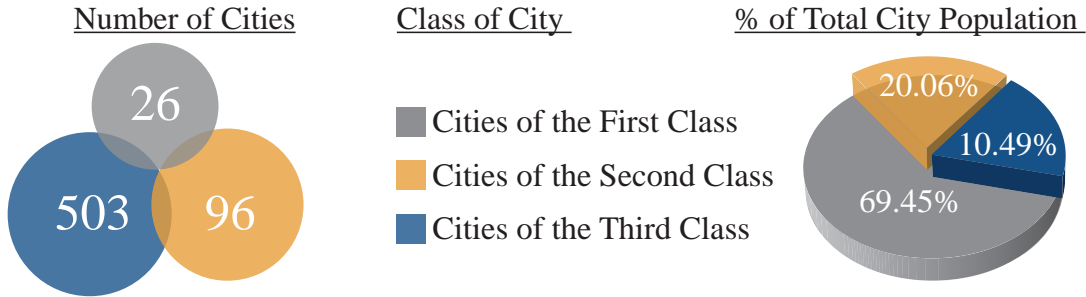
• Send legislators your newsletter/updates

CITY FACTS

Total Number of Incorporated Cities = 625

Total Population of the State = 2,937,150
 Total City Population = 2,443,840

83.20% of the state's population resides in an incorporated city.





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POLICY DEVELOPMENT

This *Statement of Municipal Policy* was developed by city officials through the League's policy committees. There are three policy committees that are focused in specific areas: Finance & Taxation, Public Officers & Employees, and Utilities & Environment. The fourth committee, the Legislative Policy Committee, reviews the entire *Statement* and the recommendations of the three specific committees. The *Statement* is then submitted to the Governing Body and is ultimately adopted by the Convention of Voting Delegates at the League's Annual Conference. For more information about the League policy committees or process, check out the League website at www.lkm.org or contact us at (785) 354-9565.

THE LEAGUE ADVOCATES FOR CITIES

The League advocates on our members' behalf to sponsor and encourage beneficial legislation for cities and oppose legislation that would be detrimental to our members' interest.



THE LEAGUE OFFERS GUIDANCE

Member cities can contact the League with a legal inquiry or question. Additionally, we provide sample ordinances and guidance on legislation and rulemaking from both the state and federal level.

COMMUNICATIONS & OUTREACH

Since 1914, the League has published the *Kansas Government Journal*, a publication for city, county and state government officials that is printed six times a year. The League publishes a weekly e-newsletter, researches municipal issues affecting Kansas communities and develops programs for cities to use to engage their residents and reinforce the importance of civic engagement.



MUNICIPAL TRAINING & EDUCATION

The League offers members a variety of education and training opportunities throughout the year. Our annual conference brings together leaders in municipal government to offer innovative ideas for cities. Throughout the year, the League works with professionals in the field to train, inspire and solve problems facing municipal leaders at all levels. The League offers over 30 manuals and publications on municipal issues ranging from finance and budgeting, personnel, planning, economic development, open meetings and open records to traffic ordinances.

CONTRACT SERVICES

The League offers members a competitive rate to have the League engage in contract services, which include codification services, executive personnel search program (LEAPS) and personnel policies.





THE
LEAGUE
OF KANSAS MUNICIPALITIES

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Municipal Court

Council Meeting Date: December 18, 2023

COU2023-77: Consider adoption of the 2023 Standard Traffic Ordinance for Kansas Cities and the 2023 Uniform Public Offense Code for Kansas Cities

RECOMMENDATION

Staff recommends that the Governing Body adopt Ordinance No. 2489 incorporating the Standard Traffic Ordinance, (STO), and Ordinance No. 2490 incorporating the Uniform Public Offense Code, (UPOC), 2023 edition.

SUGGESTED MOTIONS

I move to adopt Ordinance No. 2489 incorporating the Standard Traffic Ordinance, 2023 edition.

I move to adopt Ordinance No. 2490 incorporating the Uniform Public Offense Code, 2023 edition.

BACKGROUND

On an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. Prior to the request for incorporation, the offense codes and traffic ordinances were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Prosecutor and City Attorney.

The changes include the following:

STO Ordinance:

Overall Changes: Change STO edition year to 2023 and overall housekeeping items dealing with form and minor clean up.

Section 5: Section 11-605 DRIVING UNDER THE INFLUENCE amend accordance with the sentencing requirements for a third conviction of driving under the influence.

Section 6: Section 11-606 DRIVING COMMERCIAL MOTOR VEHICLE UNDER THE INFLUENCE amend accordance with the sentencing requirements for a third conviction of driving commercial motor vehicle under the influence.

Section 7: Remove Section 11-607 UNATTENDED MOTOR VEHICLE this offence is in the STO Sec.107.

UPOC Ordinance:

Overall Changes: Change UPOC edition year to 2023 and overall housekeeping items dealing with form and minor clean up.

Section 2: Amend the definition for “smoking” to include electronic cigarette.

Section 7: Remove Sec. 5.6 and 5.7 regarding Cigarettes or Tobacco because these offences were incorporated in the newest edition of the UPOC.

Section 10: Update Sec. 9.16 RESIDENTIAL PICKETING due to changes to interpretation of the law.

Section 11: Remove 10.32 SMOKING ON COMMON CARRIER BUSSES because this offence is incorporated in the newest edition of the UPOC. Additional changes made to this section update the numbering to align with the UPOC.

ATTACHMENTS

Ordinance No. 2489

Ordinance No. 2490

PREPARED BY

Deana Scott

Court Administrator

Date: December 7, 2023

ORDINANCE NO. 2489

AN ORDINANCE ADOPTING THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, 50TH EDITION (2023), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO ~~AND~~, AMENDING ARTICLE 6 (STANDARD TRAFFIC ORDINANCE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), AND AMENDING SEC. 11-716 OF ARTICLE 7 (LOCAL TRAFFIC REGULATIONS) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), OF THE PRAIRIE VILLAGE MUNICIPAL CODE.

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

Section 1. Section 11-601 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN

A.

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities, 50th Edition (2023), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

B. ~~B.~~—Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, ~~edition of 2023~~ as adopted by the City, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":

- (d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk

in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

Section 2. Section 11-602 of the Prairie Village Municipal Code is hereby ~~adopted~~ deleted in its entirety and amended to read as follows:

11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) ~~(a)~~—An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. ~~Supp.~~ 8-2118, as amended.
- (b) ~~(b)~~—All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3. Section 11-603 of the Prairie Village Municipal Code is hereby ~~adopted~~ deleted in its entirety and amended to read as follows:

11-603. PENALTY FOR SCHEDULED FINES.

- (a) ~~(a)~~—The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.
- (b) ~~(b)~~—Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-6710).

Section 4. Section 11-604 of the Prairie Village Municipal Code is hereby ~~adopted~~ deleted in its entirety and amended to read as follows:

11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, ~~edition of 2023~~ as adopted by the City, is hereby amended by deleting and replacing subsection (c) with the following:

- “(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person’s emergency or public safety duties:
- (1) Publicly owned fire department vehicles;
 - (2) Publicly owned police vehicles;
 - (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
 - (4) Publicly owned public works vehicles during snow removal operations.”

Section 5. Section 11-605 of the Prairie Village Municipal Code is hereby ~~adopted~~ deleted in its entirety and amended to read as follows:

11-605. DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS.

Article 6, Section 30 of the Standard Traffic Ordinance for Kansas Cities, ~~edition of 2023~~ as adopted by the City, is hereby amended to read as follows:

Sec. 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

- (a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
- (1) The alcohol concentration in the person’s blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
 - (2) The alcohol concentration in the person’s blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
 - (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
 - (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
 - (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.
- (b) (1) Driving under the influence is:
- (A) ~~(A)~~ An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be sentenced to not less than 48 consecutive

hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750 nor more than \$1,000.

(B) ~~(B)~~ On a second conviction of a violation of this section the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

(i) ~~(i)~~ As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, in such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) ~~(ii)~~ (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be

monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

(C) On a third conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program for the first 240 hours of confinement and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work

day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.”
- (c) Any person 18 years of age or older convicted of violating this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to

reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

- (2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the \$250 required to be remitted to the state treasurer pursuant to K.S.A. 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.
- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (h) For the purpose of determining whether a conviction is a first, second, or third conviction in sentencing under this section:
 - (1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
 - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
 - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
 - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and

- (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
 - (3) Conviction includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and
 - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);
 - (4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;
 - (5) ~~(5)~~ It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - (6) ~~(6)~~ A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime."
- (i) For the purposes of determining whether an offense is comparable, the following shall be considered:
 - (1) The name of the out-of-jurisdiction offense;
 - (2) The elements of the out-of-jurisdiction offense;
 - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
 - (j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
 - (k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
 - (l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

- (1) ~~(1)~~ Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
 - (2) ~~(2)~~ Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A. 22-2906 *et seq.*, and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.
- (n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.
- (o) As used in this section:
- (1) ~~(1)~~ **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
 - (2) ~~(2)~~ **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

Section 6. Section 11-606 of the Prairie Village Municipal Code is hereby ~~adopted~~ deleted in its entirety and amended to read as follows:

~~11-606-~~ **DRIVING COMMERCIAL MOTOR VEHICLE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS**

~~(a)~~ A new Section 30.1.1 is hereby added to Article 6, ~~Section 30.1~~ of the Standard Traffic Ordinance for Kansas Cities, ~~edition of 2023, is hereby amended to read~~ as adopted by the City, as follows:

Sec. 30.1.1 Driving a Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

- (a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle, as defined in Section 1, within this city while:

- (1) ~~(1)~~ The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;
- (2) ~~(2)~~ The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or
- (3) ~~(3)~~ Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.

(b) (1) Driving a commercial motor vehicle under the influence is:

(A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than \$750 nor more than \$1,000.

(B) On a second conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. ~~2021 Supp.~~ 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest

program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence.

(C) On a third conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is

placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

(b)

(2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C) the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.

(c) Any person 18 years of age or older convicted of a violation of this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.

(d) If a person is charged with a violation of Section 30(a)(4) or (a)(5), as incorporated in this section, the fact that the person is or has

been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
- (g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
 - (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
 - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this

state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.

- (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.
- (l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:
 - (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
 - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) This section or K.S.A. 8-2,144, and amendments thereto;
 - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
 - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and

- (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
 - (3) **Conviction** includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);
 - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);
 - (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - ~~(5)~~ (5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.
- (n) For the purposes of determining whether an offense is comparable, the following shall be considered:
- (1) The name of the out-of-jurisdiction offense;
 - (2) The elements of the out-of-jurisdiction offense;
 - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
- (o) For the purpose of this section:
- (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and
 - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-2,144)

Section 7. Section 11-607 of the Prairie Village Municipal Code is now repealed and reserved for future use.

Section 8. Section 11-608 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-608. USE OF WIRELESS COMMUNICATION DEVICES

Article 14, Section 126.2 of the Standard Traffic Ordinance for Kansas Cities, ~~edition of 2023~~ as adopted by the City, is hereby amended by deleting and replacing subsection (a) thereof with the following:

“(a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to either write, send or read a written communication, and/or watch, record, video chat, or send a video and/or pictures.”

Section 9. Section 11-609 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-609. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, edition of 2023, is hereby amended by adding a new Sec. 193(1) to Article 19, immediately after Sec. 193, to read as follows:

“Sec. 193(1) Driver’s License Notice of Change of Address or Name.

Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

Section 10. Section 11-716 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-716. CHEMICAL TEST.

Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcohol and/or drug content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor, drugs, or both in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence

of intoxicating liquor, drugs, or both. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the Kansas Department of Revenue a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor, drugs, or both. ~~(Code 1973, 11.12.010; Ord. 2129, Sec. II, 2006; Ord. 2169, Sec. 3, 2008; Ord. 2324, Sec. 1, 2015)~~

Section 11. Ordinance No. 2478, and Sections 11-601, 11-602, 11-603, 11-604, 11-605, 11-606, 11-607, 11-608, 11-609, and 11-716, and any previous ordinances or provisions in conflict herewith are hereby repealed.

Section 12. This ordinance shall take effect and be ~~enforced~~ in force from and after its ~~passage, approval, and~~ 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: _____ **~~APPROVED AS TO FORM:~~**

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

Document comparison by Workshare Compare on Monday, December 11, 2023
4:01:23 PM

Input:	
Document 1 ID	iManage://spencerfane-mobility.imatech.com/overlandpark/3743917/1
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Description	#3743917v2<spencerfane-mobility.imatech.com> - Standard Traffic Ordinance (Prairie Village 2023)
Rendering set	Standard

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Padding cell	

Statistics:	
	Count
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Format changes	0

Total changes	99
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ORDINANCE NO. 2489

AN ORDINANCE ADOPTING THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, 50TH EDITION (2023), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AMENDING ARTICLE 6 (STANDARD TRAFFIC ORDINANCE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), AND AMENDING SEC. 11-716 OF ARTICLE 7 (LOCAL TRAFFIC REGULATIONS) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), OF THE PRAIRIE VILLAGE MUNICIPAL CODE.

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

Section 1. Section 11-601 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN.

- A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities, 50th Edition (2023), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted, and changed as may be deemed expedient.
- B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":
- (d) The term pedestrian includes individuals who are walking, jogging, or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

Section 2. Section 11-602 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118, as amended.
- (b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3. Section 11-603 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-603. PENALTY FOR SCHEDULED FINES.

- (a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.
- (b) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-6710).

Section 4. Section 11-604 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by deleting and replacing subsection (c) with the following:

- “(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency

or public works vehicles, in the course of such person's emergency or public safety duties:

- (1) Publicly owned fire department vehicles;
- (2) Publicly owned police vehicles;
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations."

Section 5. Section 11-605 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-605. DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS.

Article 6, Section 30 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended to read as follows:

Sec. 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.

- (a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
 - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
 - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
 - (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
 - (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
 - (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.
- (b) (1) Driving under the influence is:
 - (A) An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service and fined not less than \$750 nor more than \$1,000.
 - (B) On a second conviction of a violation of this section the person convicted shall be sentenced to not less

than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

- (i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, in such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and
- (ii)
 - (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and
 - (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (C) On a third conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:
- (i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and
 - (ii)
 - (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program for the first 240 hours of confinement and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and
 - (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within

the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.”
- (c) Any person 18 years of age or older convicted of violating this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f)
 - (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
 - (2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the \$250 required to be remitted to the state treasurer pursuant to K.S.A 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.

- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (h) For the purpose of determining whether a conviction is a first, second, or third conviction in sentencing under this section:
 - (1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
 - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
 - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
 - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
 - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
 - (3) Conviction includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and
 - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any

- law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);
- (4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;
 - (5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - (6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime."
- (i) For the purposes of determining whether an offense is comparable, the following shall be considered:
 - (1) The name of the out-of-jurisdiction offense;
 - (2) The elements of the out-of-jurisdiction offense;
 - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
 - (j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
 - (k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
 - (l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:
 - (1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
 - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
 - (m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A 22-2906 *et seq.*, and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or

dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.

- (n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.
- (o) As used in this section:
 - (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
 - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

Section 6. Section 11-606 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-606 DRIVING COMMERCIAL MOTOR VEHICLE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS

A new Section 30.1.1 is hereby added to Article 6 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, as follows:

Sec. 30.1.1 Driving a Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.

- (a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle, as defined in Section 1, within this city while:
 - (1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;
 - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or
 - (3) Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.
- (b) (1) Driving a commercial motor vehicle under the influence is:
 - (A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months'

imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than \$750 nor more than \$1,000.

(B) On a second conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest

program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence.

(C) On a third conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the

beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C) the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (c) Any person 18 years of age or older convicted of a violation of this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of Section 30(a)(4) or (a)(5), as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the

fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

- (g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
 - (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
 - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.
- (l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

- (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
 - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
 - (A) This section or K.S.A. 8-2,144, and amendments thereto;
 - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
 - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
 - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
 - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
 - (3) **Conviction** includes:
 - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);
 - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);
 - (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
 - (5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.
- (n) For the purposes of determining whether an offense is comparable, the following shall be considered:
- (1) The name of the out-of-jurisdiction offense;
 - (2) The elements of the out-of-jurisdiction offense;

- (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
- (o) For the purpose of this section:
 - (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and
 - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-2,144)

Section 7. Section 11-607 of the Prairie Village Municipal Code is now repealed and reserved for future use.

Section 8. Section 11-608 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-608. USE OF WIRELESS COMMUNICATION DEVICES

Article 14, Section 126.2 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by deleting and replacing subsection (a) thereof with the following:

- “(a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to either write, send or read a written communication, and/or watch, record, video chat, or send a video and/or pictures.”

Section 9. Section 11-609 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-609. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, edition of 2023, is hereby amended by adding a new Sec. 193(1) to Article 19, immediately after Sec. 193, to read as follows:

“Sec. 193(1) Driver’s License Notice of Change of Address or Name.

Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

Section 10. Section 11-716 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-716. CHEMICAL TEST.

Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcohol and/or drug content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor, drugs, or both in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence of intoxicating liquor, drugs, or both. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the Kansas Department of Revenue a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor, drugs, or both.

Section 11. Ordinance No. 2478, and Sections 11-601, 11-602, 11-603, 11-604, 11-605, 11-606, 11-607, 11-608, 11-609, and 11-716, and any previous ordinances or provisions in conflict herewith are hereby repealed.

Section 12. 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. 2490

AN ORDINANCE ADOPTING THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 39TH EDITION (2023), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AND AMENDING ARTICLE 1 (UNIFORM OFFENSE CODE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC) OF THE PRAIRIE VILLAGE MUNICIPAL CODE.

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

Section 1. Section 11-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," ~~edition of 2022~~ 39th Edition (2023), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified, or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. Section 11-102 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-102. ARTICLE 1 OF THE UNIFORM PUBLIC OFFENSE CODE.

The definition of the term "smoking" as set forth in Sec. 1.1 (Definitions) of the Uniform Public Offense Code, as adopted by the City, under subsection (o) of the definitions listed under "Smoking; Definitions" is deleted in its entirety and amended to read as follows:

- (o) **Smoking or to smoke** or words of similar connotation means possession of a lighted cigarette, cigar, pipe, or burning tobacco in any other form or device designed for the use of tobacco, and also the use of any electronic cigarette.

Section 3. Section 11-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-103. ARTICLE 2 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 4. Section 11-104 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-104. ARTICLE 3 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 5. Section 11-105 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-105. ARTICLE 4 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 6. Section 11-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-106. ARTICLE 5 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 7. Section ~~11-102~~11-107 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

~~11-102.~~ ~~UNIFORM PUBLIC OFFENSE CODE; ADDITIONS.~~

~~Article 5 of the Uniform Public Offense Code, edition of 2022, is hereby amended by deleting existing Sections 5.6 and 5.7 and by inserting in place thereof the following:~~

~~Section 5.6 — Purchase or Possession of Cigarettes or Tobacco Products~~

~~It shall be unlawful for any person:~~

- ~~(a) — Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, liquid nicotine or tobacco products; or~~
- ~~(b) — Who is under 18 years of age to possess or attempt to possess cigarettes, electronic cigarettes, liquid nicotine or tobacco products. (K.S.A. 79-3321:3322, as amended).~~

~~For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body. Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25.00 and a maximum of \$100.00. In addition, the judge may require a person charged with violating this section to appear in court with a parent or legal guardian and/or may require completion of a tobacco education program.~~

~~Section 5.7 — Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.~~

- ~~(a) It shall be unlawful for any person, directly or indirectly, to:~~
- ~~(1) Sell, furnish or distribute cigarettes, electronic cigarettes, liquid nicotine or tobacco products to any person under 21 years of age; or~~
 - ~~(2) Buy any cigarettes, electronic cigarettes, liquid nicotine or tobacco products for any person under 21 years of age.~~
- ~~(b) It shall be a defense to a prosecution under this section if:~~
- ~~(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;~~
 - ~~(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, liquid nicotine or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products; and~~
 - ~~(3) To purchase or receive the cigarettes, electronic cigarettes, liquid nicotine or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products.~~

~~For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.~~

- ~~(c) It shall be a defense to a prosecution under this subsection if:~~
- ~~(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and~~
 - ~~(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.~~
- ~~(d) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.~~
- ~~(e) As used in this section, "sale" means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322).~~

~~Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200.00.~~

~~Section 3. Section 11-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~11-103. RESERVED FOR FUTURE USE.~~

~~Section 4. Section 11-104 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~11-104~~

11-107. **ARTICLE 6 OF THE UNIFORM PUBLIC OFFENSE CODE,
EDITION OF 2022.**

Article 6 of the Uniform Public Offense Code, ~~edition of 2022~~ as adopted by the City, is hereby supplemented to add the following provisions:

Section ~~6.28-6.29~~ [Reserved.]

Section 6.30 Unlawful Posting of Pictures and Advertisements

- (a) Unlawful posting of pictures and advertisements is:
- (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power, or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
 - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
 - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
 - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

Section 6.31 Opening, Damaging or Removing Coin-Operated Machines

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

Section 6.32 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

~~**Section 5.** Section 11-105 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~
~~**8.** Section 11-108 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~**11-105.**~~

~~**11-108.** ARTICLE 7 OF THE UNIFORM PUBLIC OFFENSE CODE.~~

~~[Reserved.]~~

~~**Section 9.** Section 11-109 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~**11-109.** ARTICLE 8 OF THE UNIFORM PUBLIC OFFENSE CODE.~~

~~[Reserved.]~~

~~**Section 10.** A new Section 11-110 is hereby added to the Prairie Village Municipal Code, as follows:~~

~~**11-110.** **ARTICLE 9 OF THE UNIFORM PUBLIC OFFENSE CODE,**
EDITION OF 2022.~~

Article 9 of the Uniform Public Offense Code, ~~edition of 2022~~ as adopted by the City, is hereby supplemented to add the following provisions:

~~**Section**~~**Sec. 9.14 Loitering**

- (a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:

- (1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
 - (2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.
- (b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

Section ~~Sec.~~ 9.15 Unsolicited Publications — Penalty

- (a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.
- (b) *Exceptions.* The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.
- (c) *Penalties.* Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100.00 for each such violation.

Section ~~Sec.~~ 9.16 Residential Picketing

It is unlawful for any person to engage in picketing ~~before or about~~ that proceeds on a definite course or route in front of a residence or dwelling of any individual in the city ~~or before or about any church in the city, and that is directed at picketing such residence or dwelling.~~ Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500.00 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to

any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

Section 611. A new Section 11-406-of-111 is hereby added to the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read, as follows:

11-406-111. ARTICLE 410 OF THE UNIFORM PUBLIC OFFENSE CODE.

Article 10 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provision:

Sec. 10.3.2. Possession of a Firearm While Under the Influence

- (a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.
- (b) Possession of a firearm under the influence is a class A nonperson misdemeanor.
- (c) This section shall not apply to:
 - (1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or
 - (2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.
- (d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.
- (e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:
 - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;
 - (B) A registered nurse or a licensed practical nurse;
 - (C) Any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical

technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

- (D) A phlebotomist.
- (2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).
- (3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.
- (4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.
- (5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.
- (6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).
- (7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:
 - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a

person acting under the direction of any such licensed person;

- (B) A registered nurse or a licensed practical nurse; or
- (C) A law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

- (8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.
- (f)
 - (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.
 - (2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.
 - (3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$1,000.00 for each violation.
 - (g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.
 - (h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

- (1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.
 - (2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.
 - (3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.
- (i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.
 - (j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (~~2013 HB 2578, Section 6~~[K.S.A. 21-6332](#))

~~Section 7. Section 11-107 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~11-107. ARTICLE 10 OF THE UNIFORM PUBLIC OFFENSE CODE, EDITION 2022.~~

Article 10 of the Uniform Public Offense Code, edition of ~~2022~~[2023](#), is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

Sec. 10.5 UNLAWFUL DISCHARGE OF FIREARMS.

- (a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.
- (b) This section shall not be construed to apply:
 - (1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
 - (2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
 - (3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or
 - (4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

~~Section 8. Section 11-108 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~11-107. ARTICLE 10 OF THE UNIFORM PUBLIC OFFENSE CODE,
EDITION OF 2022.~~

Article 10 of the Uniform Public Offense Code, edition of ~~2022~~2023, is hereby ~~amended by deleting sections 10.24 (Smoking Prohibited), 10.25 (Smoking; Posted Premises), 10.26 (Smoking Prohibited; Penalties), 10.28 (Endangering the Food Supply), and 10.29 (Violation of a Public Health Order), 10.30 (Operating an Aircraft Under the Influence, 10.30.1 (Same; Preliminary Breath Test), 10.30.2 (Same; Definitions) and revised by adding~~supplemented to add the following ~~sections and~~ provisions:

~~Section 10.28~~

~~Sec. 10.31-10.33~~ [Reserved.]

Sec. 10.34 **Intoxicating Liquor and Cereal Malt Beverage —
Consumption and Possession of Open Containers Prohibited
at Certain Places**

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads, or highways, or upon property owned by the City.

- (a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:
- (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
 - (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

~~Section 10.29~~Sec. 10.35 **Drunkenness**

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

~~Section 10.30~~Sec. 10.36 **Impersonating an Officer**

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

~~Section 10.31~~Sec. 10.37 **Vehicles in City Parks**

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

~~Section 10.32 Smoking on Common Carrier Buses — Penalty~~

- ~~(a) — No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.~~
- ~~(b) — Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$5.00 nor more than \$100.00.~~

~~Section 10.33~~

Sec. 10.38 Public Urination or Defecation

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

~~Section 10.34~~Sec. 10. 39 Public Nudity

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area, or buttocks with less than a full opaque covering or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

~~Section 10.35. — Endangering the Food Supply.12.~~ A new Section 11-112 is hereby added to the Prairie Village Municipal Code, as follows:

- ~~(a) — Endangering the food supply is knowingly:
 - ~~(1) — Bringing into this state any domestic animal which is infected with any contagious or infectious disease or any animal which has been exposed to any contagious or infectious disease;~~
 - ~~(2) — Exposing any animal in this state to any contagious or infectious disease;~~
 - ~~(3) — Except as permitted under K.S.A. 2-2112 et seq., and amendments thereto, bringing or releasing into this state any plant pest as defined in K.S.A. 2-2113, and amendments thereto, or exposing any plant to a plant pest; or~~
 - ~~(4) — Exposing any raw agricultural commodity, animal feed or processed food to any contaminant or contagious or infectious disease.~~~~

- ~~(b) As used in this section:~~
- ~~(1) "Animal feed" means an article which is intended for use for food for animals other than humans and which is intended for use as a substantial source of nutrients in the diet of the animal, and is not limited to a mixture intended to be the sole ration of the animal;~~
 - ~~(2) "Contagious or infectious disease" means any disease which can be spread from one subject to another by direct or indirect contact or by an intermediate agent, including, but not limited to, anthrax, all species of brucellosis, equine infectious anemia, hog cholera, pseudorabies, psoroptic mange, rabies, tuberculosis, vesicular stomatitis, avian influenza, pullorum, fowl typhoid, psittacosis, viscerotropic velogenic Newcastle disease, foot and mouth disease, rinderpest, African swine fever, piroplasmosis, vesicular exanthema, Johne's disease, scabies, scrapies, bovine leukosis and bovine spongiform encephalopathy;~~
 - ~~(3) "Processed food" means any food other than a raw agricultural commodity and includes any raw agricultural commodity that has been subject to processing, such as canning, cooking, freezing, dehydration or milling; and~~
 - ~~(4) "Raw agricultural commodity" means any food in its raw or natural state, including all fruits that are washed, colored or otherwise treated in their unpeeled natural form prior to marketing.~~
- ~~(c) Endangering the food supply is a Class A violation except if the contagious or infectious disease is food and mouth disease in which class it is classified as a felony under state law and will be referred to the appropriate prosecuting authority. (K.S.A. 21-6317)~~

~~Sec. 10.36 Violation of a Public Health Order.~~

- ~~(a) It shall be unlawful for any person to violate, refuse, or fail to comply with, a written order of the County Health Officer, Board of Health, or Director of Health issued under their respective authorities.~~
- ~~(b) A violation of this section is a Class C violation.~~

~~Sec. 10.37 Operating an Aircraft Under the Influence.~~

- ~~(a) Operating an aircraft under the influence is operating or attempting to operate any aircraft within this state while:~~
- ~~(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is 0.04 or more;~~
 - ~~(2) The alcohol concentration in the person's blood or breath, as measured within four hours of the time of operating or attempting to operate an aircraft, is 0.04 or more;~~
 - ~~(3) Under the influence of alcohol to degree that renders the person incapable of safely operating an aircraft;~~

- ~~(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating an aircraft; or~~
- ~~(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating an aircraft.~~
- ~~(b) (1) Operating an aircraft under the influence is an ordinance violation.~~
 - ~~(A) On a first conviction, the person convicted shall be sentence to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750.00.~~
 - ~~(B) On second or subsequent conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250.00. The following conditions shall apply to such sentence:
 - ~~(i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program; and~~
 - ~~(ii) (a) If the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour for hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour for hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day for day credit for time served in such program unless otherwise ordered by the court; and~~~~

~~(b) — When in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence.~~

~~(2) — As part of the judgment of conviction, the court shall order the person convicted not to operate an aircraft for any purpose for a period of six months from the date of final discharge from the county jail, or the date of payment or satisfaction of such fine, whichever is later or one year from such date on a second conviction. If the court suspends the sentence and places the person on probation as provided by law, the court shall order as one of the conditions of probation that such person not operate an aircraft for any purpose for a period of 30 days from the date of the order on a first conviction or 60 days from the date of the order on a second conviction.~~

~~(3) — For the purpose of determining whether an occurrence is a first, second or subsequent occurrence:~~

~~(A) — "Conviction" includes entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging commission of a crime described in subsection (a); and~~

~~(B) — It is irrelevant whether an offense occurred before or after conviction or diversion for a previous offense.~~

~~(c) — If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge. (L.2022, ch. 80, § 1) (HB 2377)~~

~~Sec. 10.37.1 — Same; Preliminary Breath Test.~~

~~(a) — A law enforcement officer may request a person who is operating or attempting to operate an aircraft within this state to submit to a preliminary screening test of the person's breath or oral fluid, or both, if the officer has reasonable suspicion to believe the person has been operating or attempting to operate an aircraft while under the influence of alcohol or drugs, or a combination of alcohol and any drug or drugs.~~

~~(b) — If the person submits to the test, the results shall be used for the purpose of assisting law enforcement officers in determining whether an arrest should be made and whether to request the tests authorized by L. 2022, ch 80, § 2, and amendments thereto. A law enforcement officer may~~

~~arrest a person based in whole or in part upon the results of a preliminary screening test. Such results shall not be admissible in any civil or criminal action concerning the operation of or attempted operation of an aircraft except to aid the court in determining a challenge to the validity of the arrest or the validity of the request to submit to a test pursuant to section 2, and amendments thereto. Following the preliminary screening test, additional tests may be requested pursuant to L. 2022, ch. 80, § 2, and amendments thereto.~~

~~(c) Any preliminary screening of a person's breath shall be conducted with a device approved pursuant to K.S.A. 65-1, 107, and amendments thereto. Any preliminary screening of a person's oral fluid shall be conducted in accordance with rules and regulations, if any, approved pursuant to K.S.A. 75-712h, and amendments thereto. (L.2022, ch. 80, § 3) (HB 2377)~~

~~Sec. 10.37.2 Same; Definitions.~~

~~As used in sections 10.37 through 10.37.2 and amendments thereto:~~

~~(a) "Alcohol concentration" means the number of grams of alcohol per 100 milliliters of blood or per 210 liters of breath.~~

~~(b) "Drug" includes toxic vapors as such term is defined in K.S.A. 2021 Supp. 21-5712, and amendments thereto.~~

~~(c) "Imprisonment" includes any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.~~

~~(d) "Law enforcement officer" means the same as in K.S.A. 2021 Supp. 21-5111, and amendments thereto, and includes any person authorized by law to make an arrest on a military reservation for an act which would constitute a violation of section 1, and amendments thereto, if committed off a military reservation in this state.~~

~~(e) "Other competent evidence" includes:~~

~~(1) Alcohol concentration tests obtained from samples taken four hours or more after the operation or attempted operation of an aircraft; and~~

~~(2) Readings obtained from a partial alcohol concentration test on a breath testing machine. (L. 2022, ch. 80, § 4) (HB 2377)~~

~~Section 9. Section 11-109 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:~~

~~11-109~~

~~11-112. ARTICLE 11 OF THE UNIFORM PUBLIC OFFENSE CODE.~~

~~Article 11 of the Uniform Public Offense Code, ~~edition of 2022~~as adopted by the City, is hereby supplemented to add the following provisions:~~

Section

[Sec. 11.17-11.19](#) [\[Reserved.\]](#)

[Sec. 11.20](#) **Window Peeping**

Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

[Section ~~10~~13.](#) [A new Section 11-113 is hereby added to the Prairie Village Municipal Code, as follows:](#)

[11-113.](#) [ARTICLE 12 OF THE UNIFORM PUBLIC OFFENSE CODE.](#)

[\[Reserved.\]](#)

[Section 14.](#) [A new Section 11-114 is hereby added to the Prairie Village Municipal Code, as follows:](#)

[11-114.](#) [ARTICLE 13 OF THE UNIFORM PUBLIC OFFENSE CODE.](#)

[\[Reserved.\]](#)

[Section 15.](#) Sections 11-101, 11-102, 11-103, 11-104, 11-105, 11-106, 11-107, 11-108, and 11-109 of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

[Section ~~14~~16.](#) 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 _____,
2024.

APPROVED:

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney

Document comparison by Workshare Compare on Friday, December 8, 2023
1:44:35 PM

Input:	
Document 1 ID	iManage://spencerfane-mobility.imatech.com/overlandpark/3738082/1
Description	#3738082v1<spencerfane-mobility.imatech.com> - Updated 2023 UPOC Ordinance (Prairie Village)
Document 2 ID	iManage://spencerfane-mobility.imatech.com/overlandpark/3738082/3
Description	#3738082v3<spencerfane-mobility.imatech.com> - Updated 2023 UPOC Ordinance (Prairie Village)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Moved from	17
Moved to	17
Style changes	0
Format changes	0

Total changes	220
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ORDINANCE NO. 2490

AN ORDINANCE ADOPTING THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 39TH EDITION (2023), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AND AMENDING ARTICLE 1 (UNIFORM OFFENSE CODE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC) OF THE PRAIRIE VILLAGE MUNICIPAL CODE.

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

Section 1. Section 11-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," 39th Edition (2023), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified, or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. Section 11-102 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-102. ARTICLE 1 OF THE UNIFORM PUBLIC OFFENSE CODE.

The definition of the term "smoking" as set forth in Sec. 1.1 (Definitions) of the Uniform Public Offense Code, as adopted by the City, under subsection (o) of the definitions listed under "Smoking; Definitions" is deleted in its entirety and amended to read as follows:

- (o) **Smoking** or **to smoke** or words of similar connotation means possession of a lighted cigarette, cigar, pipe, or burning tobacco in any other form or device designed for the use of tobacco, and also the use of any electronic cigarette.

Section 3. Section 11-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-103. ARTICLE 2 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 4. Section 11-104 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-104. ARTICLE 3 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 5. Section 11-105 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-105. ARTICLE 4 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 6. Section 11-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-106. ARTICLE 5 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 7. Section 11-107 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-107. ARTICLE 6 OF THE UNIFORM PUBLIC OFFENSE CODE.

Article 6 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

Section 6.28-6.29 [Reserved.]

Section 6.30 Unlawful Posting of Pictures and Advertisements

- (a) Unlawful posting of pictures and advertisements is:
 - (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power, or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
 - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
 - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
 - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills,

dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

Section 6.31 Opening, Damaging or Removing Coin-Operated Machines

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

Section 6.32 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

Section 8. Section 11-108 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-108. ARTICLE 7 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 9. Section 11-109 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

11-109. ARTICLE 8 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 10. A new Section 11-110 is hereby added to the Prairie Village Municipal Code, as follows:

11-110. ARTICLE 9 OF THE UNIFORM PUBLIC OFFENSE CODE.

Article 9 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

Sec. 9.14 Loitering

- (a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:
 - (1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
 - (2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.
- (b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

Sec. 9.15 Unsolicited Publications — Penalty

- (a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.
- (b) *Exceptions.* The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.
- (c) *Penalties.* Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100.00 for each such violation.

Sec. 9.16 Residential Picketing

It is unlawful for any person to engage in picketing that proceeds on a definite course or route in front of a residence or dwelling of any individual in the city, and that is directed at picketing such residence or dwelling. Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500.00 or by both such fine and imprisonment, provided

that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

Section 11. A new Section 11-111 is hereby added to the Prairie Village Municipal Code, as follows:

11-111. ARTICLE 10 OF THE UNIFORM PUBLIC OFFENSE CODE.

Article 10 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provision:

Sec. 10.3.2. Possession of a Firearm While Under the Influence

- (a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.
- (b) Possession of a firearm under the influence is a class A nonperson misdemeanor.
- (c) This section shall not apply to:
 - (1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or
 - (2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.
- (d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.
- (e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:
 - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;
 - (B) A registered nurse or a licensed practical nurse;
 - (C) Any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-

intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

- (D) A phlebotomist.
- (2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).
- (3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.
- (4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.
- (5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.
- (6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).
- (7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:
 - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person

acting under the direction of any such licensed person;

- (B) A registered nurse or a licensed practical nurse; or
- (C) A law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

- (8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.
- (f)
 - (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.
 - (2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.
 - (3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$1,000.00 for each violation.
 - (g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.
 - (h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

- (1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.
 - (2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.
 - (3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.
- (i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.
 - (j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (K.S.A. 21-6332)

Article 10 of the Uniform Public Offense Code, edition of 2023, is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

Sec. 10.5 UNLAWFUL DISCHARGE OF FIREARMS.

- (a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.
- (b) This section shall not be construed to apply:
 - (1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
 - (2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
 - (3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or
 - (4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

Article 10 of the Uniform Public Offense Code, edition of 2023, is hereby supplemented to add the following provisions:

Sec. 10.31-10.33 [Reserved.]

Sec. 10.34 Intoxicating Liquor and Cereal Malt Beverage — Consumption and Possession of Open Containers Prohibited at Certain Places

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads, or highways, or upon property owned by the City.

- (a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:
 - (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
 - (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

Sec. 10.35 Drunkenness

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

Sec. 10.36 Impersonating an Officer

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

Sec. 10.37 Vehicles in City Parks

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

Sec. 10.38 Public Urination or Defecation

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

Sec. 10.39 Public Nudity

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area, or buttocks with less than a full opaque covering or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

Section 12. A new Section 11-112 is hereby added to the Prairie Village Municipal Code, as follows:

11-112. ARTICLE 11 OF THE UNIFORM PUBLIC OFFENSE CODE.

Article 11 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

Sec. 11.17-11.19 [Reserved.]

Sec. 11.20 Window Peeping

Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

Section 13. A new Section 11-113 is hereby added to the Prairie Village Municipal Code, as follows:

11-113. ARTICLE 12 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 14. A new Section 11-114 is hereby added to the Prairie Village Municipal Code, as follows:

11-114. ARTICLE 13 OF THE UNIFORM PUBLIC OFFENSE CODE.

[Reserved.]

Section 15. Sections 11-101, 11-102, 11-103, 11-104, 11-105, 11-106, 11-107, 11-108, and 11-109 of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 16. 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:

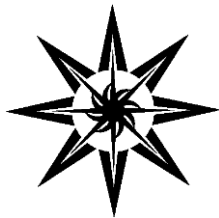
Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



Municipal Court

Council Meeting Date: December 18, 2023

COU2023-78: Consider removing Article 4 (SMOKING) of Chapter XI (PUBLIC OFFENSES AND TRAFFIC) of the Prairie Village Municipal Code

RECOMMENDATION

Staff recommends that the Governing Body adopt Ordinance No. 2491 removing the SMOKING sections of the Prairie Village Municipal Code and reserving such article for future use.

BACKGROUND

The UPOC, 39th Edition (2023), as adopted by the city, includes smoking regulations rendering the current section of the Prairie Village Municipal Code unnecessary.

ATTACHMENTS

Ordinance No. 2491

PREPARED BY

Deana Scott

Court Administrator

Date: December 13, 2023

ORDINANCE NO. 2491

AN ORDINANCE DELETING ARTICLE 4 (SMOKING) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC) OF THE PRAIRIE VILLAGE MUNICIPAL CODE AND RESERVING SUCH ARTICLE FOR FUTURE USE.

WHEREAS, Article 4 (Smoking) of Chapter XI (Public Offenses and Traffic) of the Prairie Village Municipal Code regulates smoking within the City;

WHEREAS, for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, the City annually adopts the Uniform Public Offense Code for Kansas Cities (the "UPOC"), as prepared and published by the League of Kansas Municipalities, and as provided in Article 1 (Uniform Offense Code) of Chapter XI (Public Offenses and Traffic) of the Prairie Village Municipal Code; and

WHEREAS, the UPOC, as adopted by the City, regulates smoking in similar and additional ways as existing Article 4 of Chapter XI, such that such Article 4 is duplicative and unnecessary.

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

Section 1. Article 4 (Smoking) of Chapter XI (Public Offenses and Traffic), including Sections 11-401 through 11-411, inclusive, of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

ARTICLE 4. - RESERVED

Section 2. Article 4 (Smoking) of Chapter XI (Public Offenses and Traffic), including Sections 11-401 through 11-411, inclusive, of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. 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



ADMINISTRATION

Council Committee Meeting Date: December 4, 2023
City Council Meeting Date: December 18, 2023

COU2023-79: 2024 Exterior Grant Program Changes

RECOMMENDED MOTION:

Make a motion to approve COU2023-79, approving recommended changes to the 2024 Exterior Grant Program as outlined.

BACKGROUND

During the December 4 discussion, the committee agreed with staff's recommendations to make the recommended changes to the exterior grant program summarized below.

At the December 4 meeting, the Council requested additional information regarding rental participation in the program. Currently, the property must be owner-occupied or have a current rental property license in place for the previous 365 days to participate. In 2023, there were zero landlords who received grants for the program, all grant recipients were the homeowners themselves. In 2022, there were 2 landlords who received exterior grants.

RECOMMENDED CHANGES FOR 2024 EXTERIOR GRANT PROGRAM

Staff recommends the following changes for 2024:

- Increase the appraised value maximum for the 2024 Exterior Grant Program from \$375,000 to \$400,000
- Continue to open the program on February 1 and shorten the amount of days to complete the project from 180 to 120 days, allowing for a second round of grant applications to open in the summer if funds are available
- Reallocate the unused 2023 exterior grant funds (estimated around \$30,000) to the 2024 Grant Programs - increasing the 2024 Exterior Grant budget to \$90,000

ATTACHMENTS

Exterior Grant Program Guidelines

PREPARED BY

Nickie Lee

Deputy City Administrator

Date: December 12, 2023

City of Prairie Village
Residential Exterior Grant Program
2023-2024 Guidelines

Program Overview

- The City will provide a 25% match for exterior improvements that enhance front curb appeal for one- and two-family dwellings with a minimum \$2,000 investment by the property owner. Reimbursement amounts from the City will be a minimum of \$500 and a maximum of \$2,500.
- The Residential Exterior Grant can be used in conjunction with the Sustainability Grant (but one project cannot be funded by both programs).

Program Eligibility

- Eligible homes can be located anywhere within City boundaries and must have a Johnson County appraised value of ~~\$375,400~~,000 or less for ~~2022~~2023.
- The project must be at a one- or two-family dwelling.
- Eligible improvements include but are not limited to: complete exterior house painting or siding, door/window repair and replacement, new roof, gutters, shutters, front-facing concrete work (driveways, sidewalks & stoop), and foundation repairs.
- In order to qualify, the property must be owner-occupied or have a current rental property license in place for the previous 365 days prior to approval.
- All improvements must conform to the City of Prairie Village municipal code.
- Contractors utilized to perform the improvements must have an active contractor's license through the City and Johnson County.
- Property owner must be current on all property taxes in Prairie Village and property free of code violations.
- There is a limit of one grant per property every ten years.

Process

- The program is managed by the Community Development Department located in the Public Works Facility at 3535 Somerset Drive.
- The Community Development Department will begin accepting applications for the ~~2023-2024~~ Exterior Grant Program on Wednesday, February 1, ~~2023~~2024. The property owner will submit an application to the City, and all applications will be reviewed in the order they are received until all grant funds are exhausted. Applications must include proof of current homeowner's insurance.
- Application approval must occur prior to the start of work, and applicants will only be approved after a code enforcement officer has confirmed that no code violations are present at the property. Code violations must be corrected within 10 working days of notification of the violation or the grant will be forfeited.
- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within ~~180-120~~ days of application approval and no later than ~~November~~June 1. If funds allow, a second round of grants may be offered.

Reimbursement Process

- Upon completion of the improvements the applicant must submit qualified project receipts, invoices and proof of payment (canceled check, credit card receipt, or cashier's check only – no cash) to the Community Development Department. Total project expenses must be at least \$2,000. Items on the receipt must be clearly marked and explained.
- Community Development staff will schedule a post-project inspection to verify project completion and confirm no exterior code violations are present.

- After staff review of receipts the City will issue a check to the applicant for 25% of the qualified expenses, reimbursement not to exceed \$2,500, within 2-3 weeks of receipt verification.

DRAFT



ADMINISTRATION

Council Committee Meeting Date: December 4, 2023
City Council Meeting Date: December 18, 2023

COU2023-80: 2024 Residential Sustainability Grant Program Changes

RECOMMENDED MOTION:

Make a motion to approve COU2023-80, approving recommended changes to the 2024 Residential Sustainability Grant programs as outlined.

BACKGROUND

During the December 4 discussion, the committee agreed with staff's recommendations to make the recommended changes to the sustainability grant program summarized below.

At the December 4 meeting, the Council requested additional information regarding rental participation in the program. Currently, the property must be owner-occupied or have a current rental property license in place for the previous 365 days to participate. In 2022 and 2023, there was one landlord in each year who received grants for the program.

RECOMMENDED CHANGES FOR 2024 PROGRAM

Staff recommends the following changes for 2024:

- Continue to open the program on February 1 and shorten the amount of days to complete the project from 180 to 120 days, allowing for a second round of grant applications to open in the summer if funds are available
- Reallocate the unused 2023 exterior grant funds (estimated around \$30,000) to the 2024 Grant Programs - increasing the Sustainability Grant budget to \$40,000

ATTACHMENTS

Residential Sustainability Grant Program Guidelines

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: December 12, 2023

City of Prairie Village
Residential Sustainability Grant Program
2023-2024 Guidelines

Purpose

The purpose of the Residential Sustainability Grant program is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes.

Program Overview

- The City will provide a 25% match for energy efficiency improvements for one- and two-family dwellings with a minimum \$2,000 investment by the property owner or a 50% match with a minimum \$1,000 for an insulation-only project
- Reimbursement amounts from the City will be a minimum of \$500 and a maximum of \$2,500.
- Energy-saving improvements must meet the 2021 International Energy Conservation Code and/or the attached project specifications, whichever results in the greatest energy efficiency.
- The residential sustainability grant can be used in conjunction with the Exterior Grant (but one project cannot be funded by both programs).

Program Eligibility

- The project must be at a one- or two-family dwelling.
- Eligible improvements include, but are not limited, to the following: home energy audit by a certified auditor, solar power, wind power, energy-efficient HVAC or water heater, energy-efficient windows or doors, insulation, geothermal heating and cooling, and duct sealing.
- All improvement projects must meet the requirements of the 2021 IECC and/or the attached specifications, whichever results in the greatest energy efficiency.
- The Building Official is granted the authority to determine if a proposed project meets the overall eligibility and purpose of the grant program.
- All improvements must conform to the City of Prairie Village municipal code.
- Contractors utilized to perform the improvements must have an active contractor's license through the City and Johnson County.
- Property owner must be current on all property taxes in Prairie Village and property free of code violations.

Process

- The program will be managed by the Community Development Department.
- The property owner will submit an application to the City, and all applications will be reviewed in the order they are received until all grant funds are exhausted.
- The application must include all bids for the improvements, including all project specification sheets.
- The application and project specification sheets will be reviewed by the Building Official for compliance with the 2021 International Energy Conservation Code and the attached specifications.
- Application approval must occur prior to the start of work, and applicants will only be approved after a code enforcement officer has confirmed that no code violations are present at the property.
- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within 180 120 days of application approval and no later than November-June 1. If funds allow, a second round of grants may be offered.

Reimbursement Process

- Property owner must notify the Community Development Department upon project completion and final invoices being paid. Copies of eligible receipts totaling at least \$2,000 or \$1,000 for insulation-only projects must be submitted.

- Community Development staff will schedule a post-project inspection to verify project completion in accordance with required specifications and confirm no exterior code violations are present.

**City of Prairie Village
Residential Sustainability Grant
Required Project Specifications**

All eligible grant projects must be done in compliance with the 2021 International Energy Conservation Code (IECC) as well as the below specifications. A completed application form must be submitted along with the product specification sheet for all products being used in the project. Below is an overview of the required specifications for various types of projects. Projects not listed on this sheet will be reviewed for compliance with the 2021 IECC and must be accomplishing the goal of improving the energy-efficiency of the home.

Windows/Doors/Fenestration

- Fixed windows/fenestration must have a maximum *U*-factor of 0.36
- Operable windows/fenestration must have a maximum *U*-factor of 0.30
- Entrance doors must have a maximum *U*-factor of 0.63
- Must have a maximum SHGC (solar heat gain coefficient) of 0.40

Skylights

- Must have a maximum *U*-factor of 0.50
- Must have a maximum SHGC of 0.40

Air Conditioners

- All air conditioners must have a minimum efficiency of 14 SEER. Window units do not qualify for the sustainability grant.
- All air conditioners must comply with ANSI/AHAM RAC-1

Furnace

- Warm-air furnaces (gas-fired) must have a minimum efficiency of 92% AFUE or 92%*E*^c
- Warm-air furnaces (gas-fired) must comply with DOE 10 CFR Part 430 or ANSI Z21.47

Basement Rim Joist Insulation

- Fiberglass insulation must have a minimum R-value of R30
- Spray foam insulation must have a minimum R-value of R15

Attic Insulation

- Attic insulation must have a minimum R-value of R60

Solar

- All solar power installations require a building permit and must be constructed in accordance with Chapter 19.50 of the City's zoning regulations, including the following:
- The design of any solar energy system shall generally be compatible with the character of the neighborhood or district, the architectural design of the buildings, and situated on a site in a manner that minimizes potential negative impacts on adjacent property or public streetscapes. Compatibility shall be evaluated as follows:
 - Systems mounted on pitched roof structures or vertical walls shall not project more than five inches off the surface of the roof or wall and be generally parallel to the roof pitch or vertical wall.

- Systems mounted on flat roofs shall be setback from the roof edge a distance equal to the amount they project off the roof deck, or be concealed from street level or ground level of adjacent property by a parapet. Any panel or accessory equipment that projects more than two feet off the roof deck shall be screened in the same manner as other rooftop accessory building equipment.
- Framing, mounting racks, piping, conduits and other associated equipment shall be designed, located or use colors to minimize the visibility from streetscapes or adjacent property, and blend with the overall design of the building.
- Ground mounted solar panels shall be located behind the front building line, and be setback from adjacent property by at least ten feet. No ground-mounted equipment shall exceed eight feet high. All ground-mounted equipment shall be screened from adjacent property and the street by fences, landscape or a combination of both. This provision shall not apply to solar energy facilities attached to utility poles, light fixtures or other similar accessory structures provided they be designed in a manner that integrates the energy collecting components into the design of the structure in a manner that does not significantly alter the appearance of the structure, when compared to other similarly functioning accessory structures.
- No solar panel shall be mounted in a location where it could create additional glare on adjacent sites or otherwise damage plants or structures on adjacent property from reflectiveness or heat sources. Panels in locations with the potential to contribute to this situation may satisfy this requirement with manufacturer's specifications that demonstrate minimal glare, reflectiveness and heat gain.
- Any solar energy system that does not meet the standards of this section may only be permitted with a site plan, approved by the planning commission according to the procedures and criteria of [chapter 19.32](#).

Water-Heating Equipment

- Water heaters (electric, ≤ 12 kW) must have a required performance of 0.93 – 0.00132V, EF (tabletop ≥ 20 gallons and ≤ 120 gallons), 0.960 – 0.0003V, EF (resistance ≥ 20 gallons and ≤ 55 gallons), or 1.061 – 0.00168V, EF (grid-enabled > 75 gallons and ≤ 120 gallons)
- Water heaters (electric, ≤ 12 kW) must comply with DOE 10 CFR Part 430
- Water heaters (electric, > 12 kW) must comply with ANSI Z21.10.3
- Water heaters (electric, ≤ 24 amps and ≤ 250 volts) must have a required performance of 2.057 – 0.00113V, EF (heat pump > 55 gallons and ≤ 120 gallons)
- Water heaters (electric, ≤ 24 amps and ≤ 250 volts) must comply with DOE 10 CFR Part 430
- Storage water heaters (gas, $\leq 75,000$ Btu/h) must have a required performance of 0.675 – 0.0015V, EF (≥ 20 gallons and < 55 gallons), or 0.8012 – 0.00078V, EF (> 55 gallons and ≤ 100 gallons)
- Storage water heaters (gas, $\leq 75,000$ Btu/h) must comply with DOE 10 CFR Part 430
- Storage water heaters (gas, $> 75,000$ Btu/h and $\leq 155,000$ Btu/h, $< 4,000$ Btu/h/gal) must have a required performance of 90%.
- Storage water heaters (gas, $> 75,000$ Btu/h and $\leq 155,000$ Btu/h, $< 4,000$ Btu/h/gal) must comply with ANSI Z21.10.3
- Instantaneous water heaters (gas, $> 50,000$ Btu/h and $< 200,000$ Btu/h) must have a required performance of 0.82 – 0.0019V, EF ($\geq 4,000$ (Btu/h)/gal and < 2 gal)
- Instantaneous water heaters (gas, $> 50,000$ Btu/h and $< 200,000$ Btu/h) must comply with DOE 10 CFR Part 430
- Instantaneous water heaters (gas, $\geq 200,000$ Btu/h) must have a required performance of 90%
- Instantaneous water heaters (gas, $\geq 200,000$ Btu/h) must comply with ANSI Z21.10.3

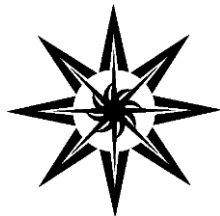
City of Prairie Village
Residential Sustainability Grant Program
~~2023-2024~~ Reimbursement Guidelines

Purpose

The purpose of the Residential Sustainability Grant program is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes.

Reimbursement Process

- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within ~~180~~ 120 days of application approval and no later than ~~November~~ June 1.
- Upon completion of the improvements the applicant must submit qualified project receipts, invoices and proof of payment (canceled check, credit card receipt, or cashier's check only – no cash) to the Community Development Department. Total project expenses must be at least \$2,000 or \$1,000 for insulation only projects. Items on the receipt must be clearly marked and explained.
- Codes staff will schedule post-project inspections. One inspection will be to verify project completion in accordance with required specifications. The other inspection will be to confirm no exterior code violations are present.



MAYOR

City Council Meeting Date: December 18, 2023

COU2023-81

Consider Election of 2024 Council President

RECOMMENDATION

Hold a City Council election to select the next Council President to serve from February 5, 2024, to January, 2025.

MOTION

Move to ratify the election of Inga Selders as the new Council President.

BACKGROUND

Chapter I, Article II of the Prairie Village Municipal Code stipulates that the City Council elects one Councilmember to serve as President of the Council. The Council President presides at all meetings of the Council in the absence of the Mayor. Current practice has been to elect the longest serving Councilmember who has not yet served as Council President. Ms. Selders has served on the City Council since January 2020.

ATTACHMENTS

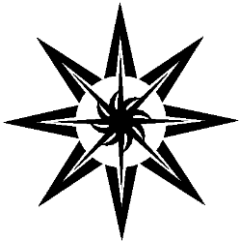
Council Policy 029 - President of the Council

PREPARED BY

Adam Geffert

City Clerk

Date: December 12, 2023



City Council Policy: CP029 - President of the Council

Effective Date: June 5, 2017

Amends: April 7, 2014

Approved By: Governing Body

I. SCOPE

II. PURPOSE

- A. To establish a procedure for selecting the President of the Council

III. RESPONSIBILITY

- A. The City Council elects one of its own body as President of the Council to preside over meetings of the City Council in the absence of the Mayor. The elected Councilmember will serve as President for a term of one year, starting at the first meeting in February.

IV. DEFINITIONS

- A. City Council: City Council means 12 elected Councilmembers or those persons appointed to fill vacancies on the council.

V. POLICY

- A. The Councilmember that has the longest consecutive tenure and has not yet been President of the Council will be nominated as the President of the Council and confirmed by a simple majority vote.
- B. If there are multiple Councilmembers that have the same tenure, the nominee for President of the Council will be chosen by ward in numerical order.
- C. If a Councilmember chooses not to be nominated for President of the Council, the Councilmember with the second longest consecutive tenure and has not yet been President of the Council will be nominated.
- D. If all Councilmembers have served as President of the Council, the Councilmember with the longest consecutive tenure will be nominated as President of the Council.

MAYOR'S ANNOUNCEMENTS
Monday, December 18, 2023

Christmas Day – City offices closed	12/25/2023	
New Year's Day – City offices closed	01/01/2024	
City Council (CANCELED)	01/02/2024	
Diversity Committee	01/09/2024	4:00 p.m.
Planning Commission	01/09/2024	7:00 p.m.
Arts Council	01/10/2024	5:30 p.m.
Parks and Recreation Committee	01/10/2024	5:30 p.m.
Arts Council reception	01/10/2024	7:00 p.m.
City Council	01/16/2024	6:00 p.m.

INFORMATIONAL ITEMS
December 18, 2023

1. Diversity Committee meeting minutes – October 10, 2023
2. Environmental Committee meeting minutes – October 25, 2023
3. Planning Commission meeting minutes – November 14, 2023

Prairie Village Diversity Committee Agenda

October 10, 2023

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- **Call to Order** – Cole
- **Attendance** – Chi, Hazel, Karen, Rachael, Tim, Captain Washington,
- **Approval of Agenda**
 - Rachael and Hazel with motion, all approved
- **Land Acknowledgment**
 - Chi provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** – Cole
- **Approval of Meeting Minutes (9/12/23)**
 - Hazel and Karen with motion, all approved
- **Presentations** – None
- **Public Participation** – None
- **Committee Discussion**
 - JoCo Pride Event – Hazel
 - Hoping to have the board come to a future meeting to share
 - Event went well, attendance from some PV community members
 - Israel/Gaza – Cole
- **Liaison Updates**
 - **Citizen Advisory Board** – Capt. Washington
 - On Wednesday nights 6:30-9:00; Sep-Nov each year
 - UMKC Community Policing Forum; recruiting event
 - **Civil Service Board** – Capt. Washington
 - Hiring for Jan Police Academy, 10 people currently interviewing
- **Project/Event Updates**
 - **Village Voice/Social Media discussion** – Chi
 - May Woods submitted
 - Working on submission for next month
 - If anyone from the committee has ideas for future subjects, submit to Chi
 - **Interpretive Panel** – David
 - Draft sent via email; discussion on draft
 - Follow up next time to hear thoughts from David
 - **UCS Roundtable event** – Chi
 - Chi, Hazel, Etienne attended
 - Katherine led; focused on using capital to get things done, find common ground, etc.
 - **Indigenous People’s Celebration recap** – Chi
 - Goal of the creating a celebration/honor feel for the event was successful, food, entertainment, etc. went well
 - 117 registered, about 100 showed up throughout the day

Prairie Village Diversity Committee Agenda

October 10, 2023

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- Was nice to vary from the usual panel approach
- Invoices, missing payment info/need W9 completed:
 - Dancers: They have Cole’s info but have not reached out (he doesn’t have info for them); Chi will reach out to Manny
 - Mental Health Expert: Cole reached out but hasn’t heard back; Chi will check with Etienne
- **Old Business**
- **New Business**
 - Dual Language Program
 - MLK event, table at that?
 - Info to hand out at next playdate event?
 - Revisit in December planning meeting
 - Committee applications
 - Technically one position open, but we can expand the committee if desired
 - Two submitted so far, applications will open again soon
- **Looking Ahead 2023**
 - October
 - National Hispanic Heritage Month (Sep 15 - Oct 15)
 - National Disability Employment Awareness Month
 - November
 - Native American Heritage month
 - *Committee meeting (11/14) – Cancel Nov Meeting*
 - Karen and Chi with motion; all approved
 - December
 - **Committee meeting/Retreat follow Up (12/12)**
 - Charter review
 - 2023 year-in-review
 - Review of the planks defined last time
 - 2024 looking ahead/goals
 - Event planning (use excel to compile notes in advance)
 - Voting
 - Climate
 - Celebration-focused event to break up town halls
 - Spring play date
- **Information Items or Announcements**
 - Committee get-together
 - Plan for a February date so we can include the new members
- **Adjournment**
 - Hazel and Rachael with motion, all approved

The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday October 25, 2023, in the Prairie Village City Hall MPR. Recording Secretary Nathan Kovac.

The meeting was called to order at 5:30 p.m.

Members in attendance:

Piper Reimer (Chair), Greg Shelton (Co-chair), Johanna Comes, Paul Winn, Nathan Kovac, Rick Wohlfarth, Stephanie Alger, Warren Smith, Dave Huyett, and Ashley Freburg (staff liaison)

Approval of the Agenda

Stephanie moved to approve the agenda. Rick seconded the motion. All in favor.

Approval of the September 27, 2023 Meeting Minutes

Stephanie moved to approve the minutes. Rick seconded the motion. All in favor.

Presentations

Community Garden liaison to the Environmental Committee Linda Cossgrove provided an update on the Prairie Village Community Gardens. She stated that all gardens are full, and they fill up annually. She mentioned a water billing issue at the Global Montessori location. Ashley further explained the issue and stated it was resolved. A memorandum of understanding is now in place with Global Montessori Academy for use of their property. Global will bill the City every year by November 30 for water usage. The City will pay the bill within 30 days. Linda stated that the group would like to know if Public Works has table and chairs or picnic benches that might be available for use in the park. She noted that Harmon Park Garden is in good shape. The group appreciates that the curb was removed to make loading/unloading material easier. Excess food from the garden is often donated. The food kitchen at 99th and Mission is one of the recipients of surplus, as are the fire department, police department, city hall, and food pantries. Linda requested, on behalf of the gardeners, regular assessment of the large tree directly to south of primary location (Harmon Park) to ensure there are no dangerous branches. Piper said she would contact the city's arborist on this request.

Old Business

2024 Committee Priorities

Priorities are established and interested committee members are aligned. Some members have emailed preferences to Greg, and he will update these ahead of the December meeting. Expectation is for interested members to take on volunteer roles for each initiative. The December review will focus on any budget requests so this can be accounted for in the 2024 budget cycle.

Priorities that were further discussed or clarified:

- CDP – Facilitate reporting on progress towards carbon action commitment (Carbon Disclosure Project). 2023 Report Card expected to be published soon.
- Sustainable Lawn Program to focus more on conserving water, emissions reduction, pesticide reduction
- Small group of members will explore the Google Environmental Insights tracker to see what customizations can be made by users. This could be a possible replacement for the Dynamhex platform that failed to work.
- Plug-In KC initiative is a comprehensive advocacy group focused on increasing adoption of EVs in the KC metro area. Members will track this group's efforts as they form in 2024

and align local initiatives to their regional efforts to maximize impact in and around PV (e.g. code changes to encourage EV adoption)

- Single use plastics/plastic bag reduction program. Members to research how other municipalities are using policy and incentives to reduce or eliminate the use of single use plastics.
- Focus on encouraging non-committee members as volunteers for event days.

New Business

Greg led discussion on the City's recently adopted Climate Action Plan (CAP) developed by Keramida.

- Streetlights are a large source of carbon emissions due to the number of them we have and how they draw power from the grid. Evergy supplies power from a coal plant.
- Examples of capital investments that would help lower emissions are pumps for the pool facility.
- By 2030, if we make all the investments in lowering emissions from the City's operations, we will still need to purchase renewable energy credits to reach net zero.
- Progress from 2018 has been substantial beyond the reduction curve.
- EV equipment for city options like plows is not yet available.
- We discussed Roeland Park getting an all-electric street sweeper.
- The net zero goal is for city facilities and does not account for community-wide decarbonization at this time.
- Next phase of the CAP will be a community-based plan.

Announcements

The deadline for the January issue of the Village Voice is December 5.

Adjourn

Nathan made a motion to adjourn the meeting. Stephanie seconded the motion. All in favor. The meeting adjourned at 7:04 p.m.

**PLANNING COMMISSION MINUTES
NOVEMBER 14, 2023**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 14 at 7:00 p.m. in the Council Chambers at 7700 Mission Road. Chair Greg Wolf called the meeting to order at 7:00 p.m. with the following members present: Jonathan 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; Mitch Dringman, Building Official; Greg Shelton, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Breneman moved for the approval of the minutes of the October 3, 2023, regular Planning Commission meeting. Mr. Lenahan seconded the motion, which passed unanimously.

PUBLIC HEARINGS

PC2023-113 Site plan approval for relocation of drive-through facilities and new signs
6920 Mission Road
Zoning: C-2
Applicant: Scott Hueschen, Infinity Sign Systems

Mr. Brewster stated that the applicant was requesting site plan approval for new signs associated with an existing drive-through service facility at Starbucks Coffee. The current signs would be removed and replaced with the following:

- One directional sign at the entry to the service area, and an approximately one square foot sign on a 6 square feet monument (1.66' width x 3.66' height). The sign has an aluminum skin with push-through graphics and vinyl secondary surfaces.
- One directional vinyl sign hanging from a clearance bar prior to a new steel-tubed canopy structure of approximately 2.5 square feet.
- One digital order screen at the order point, approximately 12.95 square feet in size and an associated canopy structure that is approximately 10' in height and approximately 4.5' wide and 6.7' deep. The order screen is just under 6' high. This sign is steel framed with a digital screen surface.

- One five-panel menu board that is approximately 28.05 square feet. The menu board is just over 5' high, and the sign area is 7' - 10" wide by 3' - 6" high. This sign is steel framed with a digital screen surface.
- The signs are all internally light, except for the canopy clearance, which is not illuminated.

Mr. Brewster stated that staff recommended approval of the site plan subject to the following conditions:

1. Digital displays on the order and menu board shall only be permitted static displays; no animated, moving, or other changes in display that have the appearance of animation is permitted.
2. Internally illuminated signs shall be designed to eliminate negative impacts on surrounding property; any issues with this performance criteria - particularly along the Mission Road frontages, may require dimming devices, turning off during non-business hours, screening, or any combination of these techniques to ensure the signs do not produce distracting glare along Mission Road.
3. All existing landscape shall be retained; any landscape damaged or removed during construction shall be replaced and shall require approval of a landscape plan by City staff.

Mr. Birkel shared concern about the location of the new signs and how they might affect traffic flow in and out of the parking lot.

Applicant Jo Hall with Hilton Displays, Greenville, South Carolina, was present to discuss the application. She stated that the new sign arrangement would improve the ordering process and speed up customer movement through the drive-through.

Mr. Birkel suggested that ensuring the new sign locations did not impact traffic flow, particularly on Mission Road, be included as part of the application approval. Mr. Brewster said that a fourth condition could be added stating that a traffic study would need to be performed in conjunction with Public Works to ensure the new sign locations do not negatively impact traffic flow.

Mr. Wolf opened the public hearing at 7:22 p.m. With no one present to speak, Mr. Wolf closed the hearing at 7:23 p.m.

Mr. Lenehan made a motion to approve the relocation of drive-through facilities and new signs at 6920 Mission Road with staff recommendations and the addition of the fourth condition. The motion was seconded by Mr. Breneman and passed unanimously.

PC2023-114 Amendment to special use permit for private school to install turf field
 4801 W. 79th Street
 Zoning: R-1A
 Applicant: Todd Zylstra, Kansas City Christian School

Mr. Brewster said that the special use permit for Kansas City Christian School (KCCS) was initially approved by the City Council in January 1999 for the reuse of a school building originally built in 1954. It was amended in December 2017 to support an expansion plan for the school and construction of new classrooms and facilities, and again in 2020 for reallocation of approved capacity.

The initial special use permit did not have an expiration date but was subject to four conditions relative to the design, construction, and operation of the school, as presented on an approved site plan. One of the conditions was that expansion of the school or amending the approved site plan would require an amendment to the special use permit.

Growth of the school and the acquisition of other school properties further south led to reconfiguration of the campus and its operations. In 2008, the school applied for an amended special use permit and site plan. At that time, several issues related to parking utilization, drop-off procedures, and school transportation were raised by neighbors, and the amended permit and site plan dealt primarily with reconciling those issues.

Mr. Brewster said that the special use permit was again amended in 2017 in association with an expansion and capital campaign that renovated 12,466 square feet of the existing school, added 17,455 square feet of additional space, and reconfiguration of other spaces including the lobby, gymnasium and other common use or multi-purpose areas. The amendment was approved and addressed several issues related to the operations, management, and capacity of the school. The allocation was for up to 525 Kindergarten through 12th grade students, and a requirement for annual reporting to ensure that potential impacts on the surrounding neighborhood were appropriately addressed and mitigated.

In 2020, the permit was again amended to include daycare and pre-school operations within the same capacity, in conjunction with a more complete enrollment strategy. From 1999 to present the enrollment has fluctuated between 543 students in 1999 to 274 students in 2008, with the high school and elementary school ratio changing.

Mr. Brewster said the current application requested the conversion of the existing grass field on the west side of the property to a turf field, and to include accessory bleachers and a press box. The request is considered an amendment of the previously approved site plan and therefore requires an amendment to the special use permit.

Mr. Brewster stated that staff recommended approval of the amended special use permit, with the following conditions related to the specific site plan:

1. The applicant submit an engineered drainage study to be approved by Public Works that demonstrates that the site will perform at or below existing conditions with respect to any off-site runoff.
2. All vegetation and fencing related to the perimeter of the field along the streetscape and adjacent property be retained, or any that is removed to facilitate construction is replaced in the same manner as exists.

3. Any tree removal, or any trees that are intended to be retained but are lost due to construction are replaced according to the city's tree preservation ordinance.

The special use permit should also be subject to the following conditions, several of which are part of the original special use permit, and all are carried over from the most recent 2020 special use permit amendment. In addition, condition #4, which was part of the original special use permit in 1999, is supplemented with specific provisions addressing potential increased use of the turf field (items #4-a, #4-b and #4-c):

1. The applicant shall meet all conditions and requirements of the Planning Commission for the approval of a site plan.
2. The special use permit does not have a termination or expiration time established for it.
3. If the applicant violates any conditions of the zoning regulations and requirements as part of the special use permit, the permit may be revoked by the City Council.
4. The applicant cannot further expand or amend the site plan without an amendment to the special use permit requiring a public hearing before being approved. In particular:
 - a. The turf field will only be used for school co-curricular activities during daylight hours, and no lighting of the field shall occur. Activities shall be subject to the same parking, transportation, and bus operation and management policies as other school activities.
 - b. The field shall be secured and monitored so that non-sanctioned use or activities on the field are limited, controlled by the school, and are not a disturbance to the surrounding property owners.
 - c. Non-school organized activities or special events using the field shall be considered an expansion of activities and require an amendment to the special use permit.
5. KCCS adopt a policy that all students will park on site and develop a procedure for implementation and enforcement of the policy.
6. The number of designated high school classrooms shall be limited to 12.
7. No more than four buses shall be parked in the rear of the school when not picking-up or dropping-off and shall not idle more than five minutes during pick-up and drop-off.
8. KCCS provide to the city at the beginning of each school year an updated student count reflecting the number of students in each grade and the number of classrooms use for each grade level.
9. The permit anticipates a projected enrollment capacity of 525 students, and any enrollment significantly beyond this capacity or reconfiguring of classrooms that creates impacts beyond those anticipated by this baseline may require a revised site plan or may result in revocation of the permit at the discretion of the City.
10. Daycare classrooms are permitted within the previously approved number of classrooms (17) and capacity limits (525), provided hours and operational procedures remain comparable and similar to early elementary students, and that all necessary Kansas Department of Health and Education licenses and approvals are acquired prior to operating a daycare.

Mr. Brenneman noted that there was no information in the staff report regarding the proposed bleachers, scoreboard and press box referenced in the application. Mr. Brewster said that no plans had been received for those items, and that once they were received, it would be determined whether they met existing standards or would need to come before the Planning Commission again for additional amendments to the special use permit.

Applicant Todd Zylstra, 4801 W. 79th Street was present to discuss the application. He noted that the current soccer field was in poor condition and that it was hard to maintain grass due to its frequent use. He added that bleachers and fencing were already present, and that a storage box was currently located behind the bleachers. He noted that the upgrades would significantly improve the appearance of the property.

Mr. Wolf said that based on the staff report, the Planning Commission would only be considering the turf field at the meeting, not the other items in the application.

Mrs. Wallerstein noted that recommendation #4-a stated that “the turf field will only be used for school co-curricular activities during daylight hours”, but that the minutes from the neighborhood meeting referenced the potential for field rentals. Mr. Zylstra said the field would mostly be used for school-based events, but there could be situations in which it would be rented out. Mr. Brewster said that the recommendation was meant to refer to larger events that could impact the neighborhood, such as a soccer tournament, that would generate significant traffic. Mr. Valentino added that recommendation #4-c also spoke to use of the field for non-school organized activities or special events requiring an amendment to the special use permit.

Erik Monhollon, project manager for Mammoth Built, the designer and installer of the proposed turf field, was also present. He noted the selected turf had a six-inch aggregate layer that would act as a retention pond as well as a drainage system to ensure drainage does not impact surrounding properties.

Mr. Wolf opened the public hearing at 8:00 p.m.

- Michele Hanlon, 7920 Roe Avenue stated her opposition to turf fields. She also noted that she had not received a letter informing her of the neighborhood meeting that was held on November 6.
- Randy Lierz, 4818 W. 80th Street, shared concerns about the proposed new fencing, new playground, and drainage issues that might arise from the installation of the turf field.

With no one else present to speak, Mr. Wolf closed the hearing at 8:07 p.m.

Mr. Birkel said that he did not feel the field as designed could handle the drainage, and that a review by Public Works would be needed. Mr. Brewster said that Public Works had done a preliminary review of the plan, which generated condition #1, which stated “the applicant submit an engineered drainage study to be approved by Public Works that

demonstrates that the site will perform at or below existing conditions with respect to any off-site runoff.”

Mr. Wolf recommended that the application be continued until additional information about all project items is provided to the Planning Commission.

Mr. Breneman made a motion to continue the application and the public hearing to the December 5 Planning Commission meeting. The motion was seconded by Mr. Birkel and passed unanimously.

NON-PUBLIC HEARINGS

PC2023-115 Site plan for monument sign
 4600 W. 89th Street
 Zoning: C-2
 Applicant: Brooke Braun, Infinity Sign Systems

Mr. Brewster stated that the applicant was requesting approval of a new monument sign in the front lawn area of an office building on 89th Street. The sign is accompanied by a coordinated projecting pedestrian sign at the building entrance (however, that sign meets the generally permitted sign standards, and only the monument sign requires Planning Commission approval). The property is zoned C-2, General Business District, and includes an approximately 3,000 square feet office building. Mr. Brewster noted that all new monument signs require approval by the Planning Commission.

The proposed monument sign includes a primary panel that is approximately 18.65 square feet (6' - 7" x 2' - 10") and sits on a 4.65 square feet base that extends slightly beyond the panel on all sides. The side of the primary sign panel includes the address of the building, and the base includes the phone number of the business. Mr. Brewster said that address identification signs were exempt from the sign standards, within certain specifications, but that the phone number on the base panel does count toward the sign area. The phone number will either need to be removed from the base panel and placed on the primary sign panel, or the Planning Commission may grant an exception to the size for this sign. The sign area including the exception is 23.3' (greater than the 20.0' permitted), because the entire panel with the phone number on it is included in the sign area calculation.

The total height of the sign is 4'. It is located in a 3' wide landscape area, and the applicant has submitted a sketch plan indicating the sign will be located more than 12' from the street and more than 3' from the front property line, meeting all location and sight distance requirements. A landscape plan for the landscape area shall be provided for review by the city planning consultant's landscape architect prior to any sign permits. The sign is constructed of routed aluminum panels that are grey with white acrylic backing of the punched-out letters and is internally illuminated.

The sign meets all other applicable standards; and staff recommends that the Planning Commission approve the monument sign subject to the following:

1. The phone number be removed; moved to the primary sign panel and the text organized and sized accordingly; or alternatively the Planning Commission grant an exception for the phone number to be located on the base plate and not count to the overall monument sign size.
2. A landscape plan shall be submitted to the City and approved by the City's landscape architect prior to the issuing of sign permits.

Applicants Michael Schmidt with Infinity Sign Systems, 4900 Lister Avenue, Kansas City, Missouri, and Dr. Mark Woody, 440 W. 58th Street, Kansas City, Missouri, were present.

Mrs. Wallerstein suggested that the phone number be raised, and the overall height of the sign be slightly reduced to meet the size requirement. Mr. Valentino noted the length of the sign could also be reduced. Mr. Schmidt and Mr. Woody agreed with the proposed changes.

Mrs. Wallerstein made a motion to approve the application with the condition that the sign be adjusted to comply with City standards. The motion was seconded by Mr. Birkel and passed unanimously.

OTHER BUSINESS

None.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 8:32 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary