

The public may attend the meeting in person or view it online at <http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, April 1, 2024  
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**

- Child Abuse Prevention Month proclamation
- SevenDays proclamation
- Fair Housing Month proclamation

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on April 1. 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 – March 18, 2024
2. Consider approval of expenditure ordinance #3036
3. Consider appointments to Parks and Recreation Committee
4. Consider approval of school resource officer agreement with Shawnee Mission School District
5. Consider financial donation to Shawnee Mission East PTA for senior after-graduation party

**IX. COMMITTEE REPORTS**

COU2024-24 Insurance Committee – Consider 2024-2025 insurance renewals  
Jason Hannaman

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

**XII. OLD BUSINESS**

**XIII. NEW BUSINESS**

COU2024-25 Consider design agreement with Trekk Design Group, LLC for the  
design and construction observation of Mission Road, 63<sup>rd</sup> Street to  
67<sup>th</sup> Street (2024 CARS)  
Melissa Prenger

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

**XV. EXECUTIVE SESSION**

**XVI. ANNOUNCEMENTS**

**XVII. 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](mailto:cityclerk@pvkansas.com).**

# CITY OF PRAIRIE VILLAGE

## Proclamation

### Child Abuse Prevention Month - April 2024

**WHEREAS**, children are our nation's most vulnerable members as well as our nation's most valuable resources, helping to shape the future; and

**WHEREAS**, childhood trauma can have long-term psychological, emotional, and physical effects throughout an individual's lifetime and impact future generations of their family; and

**WHEREAS**, childhood trauma, including abuse and neglect, is a serious problem affecting every community in the United States, and finding solutions requires input and action from everyone; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies and families; and

**WHEREAS**, children who live in families with access to concrete economic and social supports are less likely to experience abuse and neglect; and

**WHEREAS**, we acknowledge that in order to solve the public health issue of abuse and neglect we must work together to change hearts and mindsets through storytelling and sharing, center the needs of families, break down bias and barriers, and inspire action from expected and unexpected partners in prevention; and

**WHEREAS**, prevention remains the best defense for our children and families.

**Now, therefore**, I, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby proclaim the month of April 2024 as Child Abuse Prevention Month in the City of Prairie Village.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk

# CITY OF PRAIRIE VILLAGE

## Proclamation

### SevenDays 2024

**Whereas** through SevenDays “Make a Ripple, Change the World,” we overcome hate by promoting kindness and understanding through education and dialogue;

**Whereas** SevenDays provides opportunities encouraging all people to participate in activities that promote and practice kindness;

**Whereas** SevenDays 2024 will commemorate its 10th anniversary focused on teaching kindness making a ripple to change the world;

**Whereas** SevenDays 2024 begins its events on Wednesday, April 10 with the Kindness Breakfast, a celebration of youth and announcement of the fourth annual Ripple of Kindness Award recipient as well as our new, Community Kindness Festival on Sunday, April 14 at the Jewish Community Center;

**Whereas** SevenDays continues its daily themes of Love, Discover, Others, Connect, You, Go and Onward as we bring people from walks of life together to overcome hate with acts of kindness;

**Whereas** the memories of three wonderful and unique people, Reat Underwood, Dr. William Corporon, and Terri LaManno, will be honored through kindness and understanding;

**Whereas** SevenDays expands its acts of compassion, acceptance and understanding to those who gather;

**Whereas** we fully support and encourage all in Prairie Village including residents, businesses, organizations and visitors, to come together during the SevenDays to act more kindly and be more understanding of differences, thereby making the world a better place one ripple at a time.

Now, therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, KS do hereby proclaim April 10 through April 18, 2024, as

### SevenDays of Kindness

in Prairie Village and urge all citizens to engage in acts of kindness throughout the week and remember the events of April 13, 2014, not only for the losses of that day but also for the significance of the powerful and enduring vow to overcome hate with kindness.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk

# CITY OF PRAIRIE VILLAGE

## Proclamation

Fair Housing Month - April 2024

**WHEREAS**, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

**WHEREAS**, the City of Prairie Village is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

**WHEREAS**, vigorous efforts of fair housing groups, along with the U.S. Department of Housing and Urban Development, serve to combat housing discrimination; and

**WHEREAS**, equal housing opportunity is a condition of life in our City that can and should be achieved.

**Now, therefore**, on this first day of April 2024, I, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas do hereby proclaim the month of April 2024 as

### Fair Housing Month

in the City of Prairie Village, Kansas, and express the hope that this year's observance will promote fair housing practices throughout our City.

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Mayor Eric Mikkelson

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Adam Geffert, City Clerk



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
MARCH 18, 2024**

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

**ROLL CALL**

Roll was called by the City Clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp (via Zoom), Dave Robinson, Tyler Agniel, Greg Shelton, Nick Reddell, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, Public Works; City Attorney Alex Aggen, Hunter Law Group; 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, John Gagen, Robbie Lashmet, and Isabelle Zschoche.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mr. Reddell made a motion to approve the agenda as presented. Mr. Dave Robinson seconded the motion, which passed 11-0.

**INTRODUCTION OF STUDENTS AND SCOUTS**

Two students from Rockhurst High School were present to meet requirements for their American Government class.

**PRESENTATIONS**

- Chief Roberson recognized the following officers that had received promotions:
  - Captain Eric McCullough to Deputy Chief
  - Sgt. Adam Taylor to Captain
  - Corporal Matt Boggs to Sergeant
- Members of the Youth Council gave a presentation on making feminine hygiene products available in all city restrooms.



### **PUBLIC PARTICIPATION**

- Tom Clough, 8510 Delmar Lane, provided thoughts on leadership.
- Tom Ward, 22 Coventry Court, spoke about zoning regulations.
- Peter Greig, 5209 W. 67<sup>th</sup> Street, stated his opposition to the proposed 8-foot-sidewalk on 67<sup>th</sup> Street.
- Tim Swanson, Ward 3, expressed concern about zoning changes and the planned municipal campus improvements.
- Kenneth Gardener, 7101 Roe Avenue, shared frustration about neighbors that did not pick up their leaves.

### **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 - March 4, 2024
2. Consider approval of 2024 tennis agreement with the Johnson County Park and Recreation District
3. Consider amended 2024 recreation fee schedule

**Mr. Dave Robinson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.**

### **COMMITTEE REPORTS**

- Ms. Selders gave a recap of her experience attending the National League of Cities’ annual conference in Washington, D.C. along with Mr. Cole Robinson.
- Mr. Nelson stated that an Arts Council meeting had been held on March 6, and that a new art exhibit had been placed at city hall. He also noted that the annual art show would be held at the Prairie Village Shops May 31 - June 2, along with another art event at Meadowbrook Park on June 7.
- Mr. O’Toole provided a summary of the Planning Commission meeting on March 5, noting that the commission continued to consider regulation updates in all zoning districts except R-1 residential districts.
- Mr. Graves said that the Diversity Committee met the previous week, at which a discussion was held about upcoming interpretive panels that would be placed at city parks. He added that a town hall discussion on “civil discourse” would be held on April 18.



- Mr. Shelton stated that the Tree Board was planning its annual Arbor Day ceremony on April 26. He added that the Mid-America Regional Council had launched a region-wide program called “Plug-In KC” to expand electric car charging infrastructure in the region.
- Mr. Dave Robinson noted that he had attended the retirement party for Police Captain Brady Sullivan.
- Mr. Cole Robinson said that a Ward 1 public meeting would be held on April 8 at Southminster Presbyterian Church.

### **MAYOR’S REPORT**

- The Mayor noted the following upcoming events:
  - A public feedback meeting for the proposed municipal complex improvements on March 26.
  - A Prairie Village Foundation meeting on March 26.
  - A Prairie Hills Homes Association meeting on March 26.
  - An event at the newly expanded Village at Mission senior living center on March 27.

### **STAFF REPORTS**

- Mr. Jordan said that the second public meeting for the proposed community center project would be held on April 4. Mr. O’Toole asked when projected construction costs would be available. Mr. Jordan said that staff had received preliminary numbers for different sized facilities, and would provide estimates that included different building sizes and amenities once the project team was more comfortable with potential costs.
- Chief Roberson stated that the next “Coffee with a Cop” event would be held at Panera on March 19.

### **OLD BUSINESS**

None.

### **NEW BUSINESS**

**COU2024-22**

**Consider amendment #1 to the interlocal agreement with the City of Overland Park for the 2023 CARS program (NAAV0005)**



Ms. Prenger said that Johnson County had approved the 2023 Nall Avenue rehabilitation project from 67<sup>th</sup> Street to 75<sup>th</sup> Street, which was a joint project with the City of Overland Park. The project would change the configuration of Nall Avenue from a four-lane undivided roadway with no turn lanes to a three-lane roadway with a dedicated center turn lane and bicycle lanes. The traffic signal at 75<sup>th</sup> Street would also be replaced. Ms. Prenger noted that the design was completed in January 2024 and construction was anticipated to begin in Summer 2024. The cost share for the improvements had been apportioned by allocating the cost of the work that fell within each respective jurisdiction as follows:

- Signal construction: 75% Prairie Village / 25% Overland Park
- Roadway construction: 60% Prairie Village / 40% Overland Park

The original interlocal agreement was approved at the December 5, 2022, council meeting. Ms. Prenger stated that the following circumstances necessitated an amendment to the agreement:

- After consideration of all the projects in the program for 2023, the CARS committee determined it was unable to fund several projects at the traditional 50/50 threshold, which was an uncommon outcome that occurred after the budget process had completed.
- Based on recent construction prices for similar work, the engineer's estimate for the proposed construction had increased from \$2,860,810 to \$3,375,315.
- The city would fully fund the project as part of the upcoming 2025 budget cycle. In order to bid and award the project in 2024 year, the City of Overland Park would provide funding to cover 100% of the cost of the traffic signal at 75<sup>th</sup> Street, and Prairie Village would reimburse the City of Overland Park for its share (estimated at \$513,825) in 2025.

Ms. Prenger said that the amendment would set revised project costs, funding responsibilities, and timing of reimbursements for each agency. Upon completion of the project, costs would be split as specified in the revised agreement. She added that funding was available in the NAAV0005 project for design, and that construction of the roadway would be amended to include the construction cost of the signal in the 2025 CIP.

**Mr. Nelson made a motion to approve amendment #1 to the interlocal agreement with Overland Park for mill and overlay on Nall Avenue from 67<sup>th</sup> Street to 75<sup>th</sup> Street for project NAAV005, the 2023 CARS project. The motion was seconded by Ms. Selders.**

Mr. Reddell and Ms. Sharp expressed concern that reducing the number of lanes on Nall Avenue would negatively impact traffic flow. Ms. Prenger said that a traffic study had been completed in 2022 that demonstrated traffic flow could be improved with a dedicated turn lane. She added that the council had already approved the modification after completion of the traffic study.



After further discussion, A roll call vote was taken with the following votes cast: “aye”: C. Robinson, O’Toole, Selders, Nelson, Sharp, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.

Mr. Reddell 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 Mr. Agniel and passed 11-0.

**COUNCIL COMMITTEE OF THE WHOLE**

**COU2024-23            8-foot-wide sidewalk/trail discussion for 67<sup>th</sup> Street, Nall Avenue to Mission Road**

Mr. Bredehoeft stated that the city-wide bike and pedestrian plan made recommendations for an 8-foot-wide sidewalk/trail in Prairie Village. He noted that an 8-foot-wide sidewalk was considered a trail, and if installed, would be added to the metropolitan bike/ped map, and connect the trail system in the City of Mission to the trail system in the City of Overland Park.

One aspect of the trail plan that needed additional study was how to add the 8-foot-wide sidewalk from the Village Shops to the intersection of 67<sup>th</sup> Street and Nall Avenue. A feasibility study was completed that identified two possible connection routes. Neither route was found to be viable due to the proximity of residential homes along 69<sup>th</sup> Street and the impact to mature trees along 71<sup>st</sup> Street and Roe Avenue. Given these challenges, a route along Mission Road to 67<sup>th</sup> Street to Nall Avenue was considered. The proposed route would also connect Wassmer Park and Prairie School to the trail system.

Mr. Bredehoeft said that a resident meeting was held in the fall of 2023 to get feedback about the proposal. Ten of the 79 residents that were invited attended the meeting, and 10 comments were received via comment card, email, or telephone that were 80% opposed to installing the wider sidewalk. Some residents stated that the project was unnecessary and too expensive, while others were concerned with utility pole relocation that could be necessary.

Mr. Bredehoeft noted that different right of way situations existed along 67<sup>th</sup> Street that could require the city to obtain new sidewalk easement or make the sidewalk narrower in a specific location. As a last resort, the city could utilize condemnation to acquire a sidewalk easement.

Mr. Cole Robinson stated that he felt the proposed width of the new sidewalk was too significant of a change for the property owners on 67<sup>th</sup> Street.

Mr. Gallagher said that when the bike/ped plan was created, there was a lot of positive interest from residents, but building the segment in the northern part of the city had been a challenge. He asked if a slightly smaller sidewalk with a five feet to six feet width could



be built instead. Mr. Bredehoeft stated that it could, but that the minimum size for a path to be a part of the metropolitan trail system was eight feet.

Ms. Selders asked if the size of the roadway could be reduced to accommodate a larger sidewalk rather than building further into residents' yards. Mr. Bredehoeft stated that 67<sup>th</sup> Street was not large enough to be narrowed further.

**After further discussion, Mr. Nelson made a motion to refer the proposal back to Public Works for additional study of a smaller sidewalk that would remain on the same side of the street as the previously constructed trail, in conjunction with the future reconstruction of 67<sup>th</sup> Street. The motion was seconded by Mr. Reddell and passed 10-1, with Mr. Gallagher in opposition.**

#### **Discussion of process update and LEED certification development for municipal complex improvements**

Ms. Prenger gave a presentation showing the proposed improvements to the municipal complex, and said that at its July 17, 2023, and November 6, 2023, meetings, the council gave staff direction to pursue a new construction option for city hall with a total project cost ceiling of \$30 million. The proposed improvements included renovation of the police department, the addition of court to the existing police department, and construction of a new city hall.

Ms. Prenger stated that the design team had submitted necessary items for the April 2 Planning Commission meeting, which would be accompanied by a public meeting on March 26. The public meeting would showcase the site plan and the proposed improvements. Invitations were mailed to residents within two hundred feet of the property and advertised on the city website, social media, and a message board in front of city hall.

The final schematic package, results of the public meeting and any comments made by the Planning Commission would be brought back to the council at its April 15, 2024, meeting along with the supplemental information regarding the architectural services from design development to construction.

Ms. Prenger added that throughout the schematic process, the team had developed the project in a manner reflecting good construction practices. As a result, the base buildings qualified at the mid-range of the LEED Silver Certification (city hall) and mid-range LEED Certification (court addition). She added that during the design development phase, the design team would identify the LEED credits achievable on the site, estimate costs and benefits, and report back to the council on the costs necessary to move to the various levels of LEED certification. The LEED cost target would be roughly 3% - 5% of the total project budget.



**PRAIRIE VILLAGE**  
KANSAS

Mr. Graves stated that savings from additional costs associated with LEED certifications were often achieved within a few years.

Ms. Sharp asked if independent assessments would be performed to verify the cost-benefit ratio for the proposed designs. Ms. Prenger said that McCown Gordon, Clark Enersen, MC Power and Evergy would all review plans to ensure they were cost effective.

**Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Agniel and passed 11-0.**

### **ANNOUNCEMENTS**

Announcements were included in the council meeting packet.

### **ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 9:00 p.m.

Adam Geffert  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 1, 2024

**Copy of Ordinance**  
3036

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.

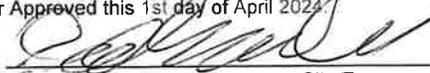
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
30060-30072	2/1/2024	13.00	
30073-30150	2/2/2024	267,257.87	
30151-30160	2/9/2024	25,637.41	
30161-30248	2/16/2024	533,726.02	
30249-30254	2/23/2024	20,104.63	
Payroll Expenditures			
2/9/2024		465,776.92	
2/23/2024		440,283.60	
Electronic Payments			
Electronic Pmnts	2/1/2024	2,293.92	
	2/8/2024	18,167.77	
	2/9/2024	161.42	
	2/13/2024	509.70	
	2/15/2024	637.30	
	2/21/2024	1,681.90	
	2/28/2024	9,301.51	
	2/29/2024	172,262.50	
<b>TOTAL EXPENDITURES:</b>			1,957,815.47
Voided Checks	Check #	( Amount )	
Council Checks	30060-30072	(13.00)	
Everygy	ACH	(161.42)	
<b>TOTAL VOIDED CHECKS:</b>			(174.42)
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,957,641.05</b>

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

Passed this 1st day of April 2024.

Signed or Approved this 1st day of April 2024.

ATTEST:   
City Treasurer

ATTEST:   
Finance Director

# Accounts Payable

## Checks by Date - Summary by Check Date



**PRAIRIE VILLAGE**  
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
ACH	1248	Bluefin Payment Systems	02/01/2024		0.00	61.90
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	02/01/2024		0.00	2,079.04
ACH	841	Elavon	02/01/2024		0.00	152.98
30060	2987	Bonnie Limbird, Councilmember Ward 3	02/01/2024	VOID	1.00	0.00
30061	2716	Chad Andrew Herring, Councilmember Wa	02/01/2024	VOID	1.00	0.00
30062	3353	Cole Robinson, Councilmember Ward 1	02/01/2024	VOID	1.00	0.00
30063	1584	Courtney McFadden, Councilmember Ward	02/01/2024	VOID	1.00	0.00
30064	3355	Dave Robinson, Councilmember Ward 4	02/01/2024	VOID	1.00	0.00
30065	3356	Gregory Shelton, Councilmember Ward 5	02/01/2024	VOID	1.00	0.00
30066	3179	Ian Graves, Councilmember Ward 6	02/01/2024	VOID	1.00	0.00
30067	2988	Inga Selders, Councilmember Ward 2	02/01/2024	VOID	1.00	0.00
30068	3354	Lauren Wolf, Councilmember Ward 3	02/01/2024	VOID	1.00	0.00
30069	1927	Mayor Eric Mikkelson	02/01/2024	VOID	1.00	0.00
30070	2989	Piper Reimer, Councilmember Ward 4	02/01/2024	VOID	1.00	0.00
30071	2717	Ronald W. Nelson, Councilmember Ward 2	02/01/2024	VOID	1.00	0.00
30072	1929	Terrence Gallagher, Councilmember Ward t	02/01/2024	VOID	1.00	0.00
Total for 2/1/2024:					13.00	2,293.92
30073	2265	All City Management Services Inc	02/02/2024		0.00	1,159.20
30074	3380	All Copy Products Inc	02/02/2024		0.00	230.05
30075	534	Arbor Masters Tree & Landscape	02/02/2024		0.00	210.00
30076	3003	AT&T 5019	02/02/2024		0.00	2,895.21
30077	3740	Kathleen J Bagby	02/02/2024		0.00	705.33
30078	407	Berry Companies Inc	02/02/2024		0.00	591.87
30079	156	Blue Cross Blue Shield of Kansas City	02/02/2024		0.00	61,220.66
30080	3089	Bob Allen Ford Inc	02/02/2024		0.00	291.09
30081	2668	Sharon Brown	02/02/2024		0.00	430.79
30082	3340	Suzanne Buenneke	02/02/2024		0.00	456.26
30083	3549	Carasoft Technology Corporation	02/02/2024		0.00	6,759.00
30084	1245	Clarkson Power Flow Inc.	02/02/2024		0.00	62.45
30085	3511	Nora Cooper	02/02/2024		0.00	2,520.00
30086	2024	Custom Lighting Services LLC	02/02/2024		0.00	3,841.13
30087	3738	Randy M Davis	02/02/2024		0.00	600.92
30088	1668	Stephanie Davis	02/02/2024		0.00	684.30
30089	158	Delta Dental of Kansas	02/02/2024		0.00	6,136.40
30090	3741	Sheryl Dick	02/02/2024		0.00	702.21
30091	130	EE Reimbursement	02/02/2024		0.00	62.00
30092	1401	EE Reimbursement	02/02/2024		0.00	48.00
30093	2960	EE Reimbursement	02/02/2024		0.00	144.00
30094	3099	EE Reimbursement	02/02/2024		0.00	110.00
30095	3235	EE Reimbursement	02/02/2024		0.00	32.00
30096	415	EE Reimbursement	02/02/2024		0.00	108.61
30097	491	EE Reimbursement	02/02/2024		0.00	100.00
30098	256	Electronic Technology Inc	02/02/2024		0.00	337.50
30099	88	First Call	02/02/2024		0.00	338.49
30100	3742	Kathleen Frederick	02/02/2024		0.00	681.97

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30101	3695	GHA Technologies Inc	02/02/2024	0.00	10.00
30102	86	Goodyear Auto Service Center	02/02/2024	0.00	279.08
30103	384	GT Distributors	02/02/2024	0.00	683.08
30104	2359	Heartland Results	02/02/2024	0.00	185.00
30105	2129	Imaging Office Systems Inc	02/02/2024	0.00	87.60
30106	2723	Insight Public Sector Inc	02/02/2024	0.00	2,828.28
30107	2316	Integrity Locating Services LLC	02/02/2024	0.00	4,202.00
30108	575	J&D Equipment Inc	02/02/2024	0.00	213.18
30109	694	Johnson & Wyandotte Counties Council of	02/02/2024	0.00	880.00
30110	23	Johnson County Sherriff's Office Fiscal Uni	02/02/2024	0.00	6,375.00
30111	84	Johnson County Wastewater	02/02/2024	0.00	123.97
30112	50	Kansas Association of City/County Manage	02/02/2024	0.00	300.00
30113	3570	Kansas CareNow Urgent care	02/02/2024	0.00	190.00
30114	147	Kansas State Treasurer	02/02/2024	0.00	4,955.77
30115	21	KU Midwest Occupational Health	02/02/2024	0.00	929.00
30116	3737	Karen A Lasho	02/02/2024	0.00	596.49
30117	205	Lawson Products	02/02/2024	0.00	189.14
30118	213	Legal Record	02/02/2024	0.00	70.84
30119	145	Robin A. Lewis	02/02/2024	0.00	1,366.00
30120	3729	LexisNexis Risk Data Management LLC	02/02/2024	0.00	6,480.00
30121	3302	Linde Gas & Equipment inc	02/02/2024	0.00	82.14
30122	3330	James Mance	02/02/2024	0.00	822.64
30123	2811	Frank McClelland	02/02/2024	0.00	828.94
30124	3735	Belinda K McElwee	02/02/2024	0.00	590.00
30125	2958	Midwest Shredding Service LLC	02/02/2024	0.00	80.00
30126	814	NGLIC National Guardian Life Insurance C	02/02/2024	0.00	930.46
30127	25	Office Depot	02/02/2024	0.00	351.63
30128	3352	Opengov Inc	02/02/2024	0.00	29,942.00
30129	3545	Quality Plumbing Inc	02/02/2024	0.00	763.80
30130	1007	Rejis Commission	02/02/2024	0.00	1,398.07
30131	3536	Nancy Kepner Robinson	02/02/2024	0.00	567.23
30132	3743	Constance Beth Rodriguez	02/02/2024	0.00	549.34
30133	3363	Ruth Saale	02/02/2024	0.00	578.40
30134	2600	Saltus Technologies LLC	02/02/2024	0.00	6,215.00
30135	3529	John Allan Siebert	02/02/2024	0.00	483.85
30136	3736	Kathleen Sondern Snyder	02/02/2024	0.00	812.31
30137	72	Staples Business Advantage	02/02/2024	0.00	390.80
30138	3739	Thomas Steck	02/02/2024	0.00	716.72
30139	279	Sunflower Equipment LLC	02/02/2024	0.00	1,198.80
30140	3718	Traffic Control Corp	02/02/2024	0.00	23,250.00
30141	950	UMB Bank-Trust Fees Dept	02/02/2024	0.00	15,402.29
30142	238	United Community Services of Johnson Co	02/02/2024	0.00	47,000.00
30143	2047	United Rentals (North America) Inc	02/02/2024	0.00	854.00
30144	1237	Viking-Cives Midwest Inc	02/02/2024	0.00	375.00
30145	3515	Wasabi Holding Inc.	02/02/2024	0.00	8,493.71
30146	111	WaterOne	02/02/2024	0.00	1,047.04
30147	3734	Steven Gerard Whalen	02/02/2024	0.00	452.49
30148	99	Work Zone Inc	02/02/2024	0.00	89.90
30149	269	WW Grainger Inc	02/02/2024	0.00	136.55
30150	305	Zep Sales & Service	02/02/2024	0.00	450.89
Total for 2/2/2024:				0.00	267,257.87
ACH	9	Evergy - KCPL - ACH	02/08/2024	0.00	13,923.80
ACH	9	Evergy - KCPL - ACH	02/08/2024	0.00	4,243.97
Total for 2/8/2024:				0.00	18,167.77

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
ACH	9	Everyg - KCPL - ACH	02/09/2024	VOID	161.42	0.00
30151	2666	Fiber Platform LLC	02/09/2024		0.00	700.00
30152	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	02/09/2024		0.00	22.50
30153	2723	Insight Public Sector Inc	02/09/2024		0.00	44.16
30154	84	Johnson County Wastewater	02/09/2024		0.00	622.94
30155	41	Kansas Gas Service	02/09/2024		0.00	377.86
30156	3168	Music Supply Inc	02/09/2024		0.00	27.99
30157	172	Sumner One	02/09/2024		0.00	13,050.00
30158	1740	Time Warner Cable	02/09/2024		0.00	130.54
30159	238	United Community Services of Johnson Co	02/09/2024		0.00	10,500.00
30160	2898	Everyg - KCPL	02/09/2024		0.00	161.42
Total for 2/9/2024:					161.42	25,637.41
ACH	310	Kansas Department of Revenue - "online p	02/13/2024		0.00	0.41
ACH	841	Elavon	02/13/2024		0.00	509.29
Total for 2/13/2024:					0.00	509.70
ACH	945	UMB Bank ACH	02/15/2024		0.00	637.30
Total for 2/15/2024:					0.00	637.30
30161	49	All Star Awards and Ad Specialties Inc	02/16/2024		0.00	277.00
30162	2629	Lauren Allen	02/16/2024		0.00	525.00
30163	2330	Allied Services LLC	02/16/2024		0.00	170,757.41
30164	3205	American Messaging Services LLC	02/16/2024		0.00	18.83
30165	534	Arbor Masters Tree & Landscape	02/16/2024		0.00	3,020.00
30166	3553	Joan Assenberg	02/16/2024		0.00	600.30
30167	3089	Bob Allen Ford Inc	02/16/2024		0.00	522.73
30168	3110	City Wide Maintenance Company Inc	02/16/2024		0.00	10,350.00
30169	3339	Dennis Comstock	02/16/2024		0.00	453.11
30170	3568	Consolidated Fire District 2	02/16/2024		0.00	675.00
30171	3511	Nora Cooper	02/16/2024		0.00	2,520.00
30172	367	Croft Trailer Supply Inc	02/16/2024		0.00	85.90
30173	2024	Custom Lighting Services LLC	02/16/2024		0.00	6,570.36
30174	2007	Michelle DeCicco	02/16/2024		0.00	1,575.00
30175	3750	Elaine Dunn	02/16/2024		0.00	569.12
30176	245	Easy Ice LLC	02/16/2024		0.00	320.46
30177	3748	Nancy G Fielder	02/16/2024		0.00	669.98
30178	88	First Call	02/16/2024		0.00	66.06
30179	1110	Foley Equipment Company	02/16/2024		0.00	3,026.63
30180	3749	Joseph A Garcia	02/16/2024		0.00	560.91
30181	3532	Jessica Gattorna	02/16/2024		0.00	520.69
30182	3745	Susan George	02/16/2024		0.00	500.00
30183	1886	GPS Insight LLC	02/16/2024		0.00	239.70
30184	2129	Imaging Office Systems Inc	02/16/2024		0.00	135.19
30185	2723	Insight Public Sector Inc	02/16/2024		0.00	4,226.48
30186	3472	J Webb Inc	02/16/2024		0.00	47.50
30187	506	Johnson County Department of Corrections	02/16/2024		0.00	70.00
30188	23	Johnson County Sherriff's Office Fiscal Uni	02/16/2024		0.00	1,200.00
30189	41	Kansas Gas Service	02/16/2024		0.00	1,445.85
30190	2335	Kansas One-Call System Inc	02/16/2024		0.00	392.40
30191	147	Kansas State Treasurer	02/16/2024		0.00	5,039.00
30192	258	Key Equipment & Supply Co	02/16/2024		0.00	1,175.40

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30193	1423	Lawn & Leisure of Lee's Summit Inc	02/16/2024	0.00	173.25
30194	205	Lawson Products	02/16/2024	0.00	18.63
30195	1892	MECKC	02/16/2024	0.00	180.00
30196	773	National League of Cities	02/16/2024	0.00	2,126.00
30197	274	Neptune Benson	02/16/2024	0.00	1,017.26
30198	25	Office Depot	02/16/2024	0.00	99.99
30199	3362	James Olenick	02/16/2024	0.00	705.13
30200	3352	Opengov Inc	02/16/2024	0.00	3,000.00
30201	27	Overland Park City Of Attn: Finance	02/16/2024	0.00	4,786.17
30202	277	PB Hoidale Co Inc	02/16/2024	0.00	2,644.76
30203	3545	Quality Plumbing Inc	02/16/2024	0.00	3,107.54
30204	98	Scotwood Industries Inc	02/16/2024	0.00	1,480.00
30205	2667	SiteOne Landscape Supply Holding LLC	02/16/2024	0.00	2,786.89
30206	3435	Spencer Fane LLP	02/16/2024	0.00	38,762.50
30207	72	Staples Business Advantage	02/16/2024	0.00	41.21
30208	172	Sumner One	02/16/2024	0.00	1,463.17
30209	279	Sunflower Equipment LLC	02/16/2024	0.00	26.59
30210	2240	Karen L Torline	02/16/2024	0.00	1,500.00
30211	304	Vance Brothers	02/16/2024	0.00	307.55
30212	99	Work Zone Inc	02/16/2024	0.00	801.20
30213	3744	Anthony A Wynn	02/16/2024	0.00	500.00
30214	2265	All City Management Services Inc	02/16/2024	0.00	3,136.80
30215	2407	Axon Enterprise Inc	02/16/2024	0.00	2,415.00
30216	3089	Bob Allen Ford Inc	02/16/2024	0.00	434.84
30217	3747	C&H Precision	02/16/2024	0.00	2,667.89
30218	2779	Kevin J Dvorak	02/16/2024	0.00	680.18
30219	119	EE Reimbursement	02/16/2024	0.00	82.00
30220	2342	EE Reimbursement	02/16/2024	0.00	80.00
30221	2457	EE Reimbursement	02/16/2024	0.00	297.00
30222	3559	EE Reimbursement	02/16/2024	0.00	80.00
30223	3721	EE Reimbursement	02/16/2024	0.00	332.50
30224	3722	EE Reimbursement	02/16/2024	0.00	332.50
30225	756	EE Reimbursement	02/16/2024	0.00	82.00
30226	384	GT Distributors	02/16/2024	0.00	9,064.79
30227	1230	J&J Printing Inc	02/16/2024	0.00	96.50
30228	1688	KC Custom Signs	02/16/2024	0.00	8,007.00
30229	3190	Lexipol LLC	02/16/2024	0.00	16,092.39
30230	1335	Martin Luther King Legacy & Scholarship	02/16/2024	0.00	240.00
30231	2105	NITV Federal Services LLC	02/16/2024	0.00	1,395.00
30232	3723	Sound Thinking Inc.	02/16/2024	0.00	7,500.00
30233	72	Staples Business Advantage	02/16/2024	0.00	335.83
30234	3103	TWAS Topco LP	02/16/2024	0.00	80.00
30235	1042	Verizon Wireless	02/16/2024	0.00	2,031.43
30236	99	Work Zone Inc	02/16/2024	0.00	53.00
30237	3706	Berkebile Nelson Immenschuh McDowell i	02/16/2024	0.00	21,429.84
30238	54	Central Salt, LLC	02/16/2024	0.00	35,309.45
30239	3566	Chargepoint Inc	02/16/2024	0.00	2,038.12
30240	3370	Combes Construction LLC	02/16/2024	0.00	68,521.34
30241	1950	Contract Furnishings Rents LLC	02/16/2024	0.00	304.32
30242	2024	Custom Lighting Services LLC	02/16/2024	0.00	570.69
30243	2980	Enterprise FM Trust	02/16/2024	0.00	17,929.76
30244	352	Johnson County Environmental Departmen	02/16/2024	0.00	370.00
30245	1168	Kaw Valley Engineering Inc	02/16/2024	0.00	570.00
30246	3714	Pfefferkorn Engineering & Environment	02/16/2024	0.00	31,068.00
30247	2568	TREKK Design Group LLC	02/16/2024	0.00	15,333.73
30248	1042	Verizon Wireless	02/16/2024	0.00	1,080.27

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
			Total for 2/16/2024:	0.00	533,726.02
ACH	311	ADP Electronic Debit	02/21/2024	0.00	1,681.90
			Total for 2/21/2024:	0.00	1,681.90
30249	3696	Fisher, Patterson, Saylor, & Smith, L.L.P.	02/23/2024	0.00	2,790.00
30250	944	Gilmore & Bell PC	02/23/2024	0.00	1,000.00
30251	2958	Midwest Shredding Service LLC	02/23/2024	0.00	115.00
30252	3543	Virgil G Moore	02/23/2024	0.00	536.07
30253	3310	Virtual Project Manager LLC	02/23/2024	0.00	15,000.00
30254	111	WaterOne	02/23/2024	0.00	663.56
			Total for 2/23/2024:	0.00	20,104.63
ACH	1288	BMO Harris Bank NA- ACH	02/28/2024	0.00	9,301.51
			Total for 2/28/2024:	0.00	9,301.51
ACH	147	Kansas State Treasurer	02/29/2024	0.00	172,262.50
			Total for 2/29/2024:	0.00	172,262.50
			Report Total (207 checks):	174.42	1,051,580.53

Payroll Date:	2/9/2024
Total Amount ADP Debited From PV Accounts	\$ 377,160.15
M,N-(K) KPERS Employer	\$ 23,808.34
(K) KPERS Employee	\$ 13,922.95
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 181.32
M,N-(L) 457ER Employer	\$ 21,152.64
(L) DC457 Employee Contribution	\$ 16,188.78
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 6,436.48
(P) POLPEN Police Pension Employee	\$ 5,513.52
	<u>\$ 465,776.92</u>

Payroll Date:	2/23/2024
Total Amount ADP Debited From PV Accounts	\$ 357,068.50
M,N-(K) KPERS Employer	\$ 22,096.33
(K) KPERS Employee	\$ 12,921.77
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 181.32
M,N-(L) 457ER Employer	\$ 20,183.29
(L) DC457 Employee Contribution	\$ 13,563.17
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 7,342.96
(P) POLPEN Police Pension Employee	\$ 5,513.52
	<u>\$ 440,283.60</u>

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	<u>\$ -</u>



**MAYOR**

**Council Meeting Date: April 1, 2024  
CONSENT AGENDA**

## **Consider Appointments to the Parks and Recreation Committee**

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### **RECOMMENDATION**

Mayor Mikkelson requests Council ratification of the appointment/reappointment of the following individuals to the Parks and Recreation Committee:

<b>Committee</b>	<b>First Name</b>	<b>Last Name</b>	<b>Term</b>	<b>New/Reappoint</b>
Parks and Rec	David	Gleason	2024-26	New
Parks and Rec	Kendall	McGreevy	2024-25	New*
Parks and Rec	Caety	Meyer	2024-26	Reappointment
Parks and Rec	Matthew	Geary	2024-26	Reappointment
Parks and Rec	Kevin	Murphy	2024-26	Reappointment
Parks and Rec	Randy	Knight	2024-26	Reappointment

\*Kendall McGreevy will be filling a vacated appointment that expires in 2025.

### **BACKGROUND**

The individuals listed above have expressed interest in service on the Parks and Recreation Committee. Committee chairs and staff have reviewed applications, met with the individuals and desire to have these committee members appointed. New volunteer applications are attached.

### **ATTACHMENTS**

Volunteer applications

### **PREPARED BY**

Adam Geffert  
City Clerk

Date: March 27, 2024

\* Full Name  
Mr. David Gleason

\* Full Address  
7743 birch street  
Prairie village KS 66208

\* **Email**  
dgleason3374@gmail.com

\* Phone  
(913) 636-8471

\* Select your City Ward  
Ward 2

\* **Please select your FIRST committee choice**  
Tree Board

\* **Please select your SECOND committee choice**  
Parks & Recreation

\* **Please select your THIRD committee choice**  
Diversity Committee

\* **Please tell us about yourself, listing any special skills or experiences you have.**  
I've lived in prairie village since 2005. I enjoy running, disc golf, bowling and darts.I have 19 years of wildlife removal and pest control experience.

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

Thank you for your interest in serving our community.

\* Full Name  
Mrs Kendall McGreevy

\* Full Address  
7724 Windsor St.  
Prairie Village KS 66208

\* **Email**  
kendallmcgreevy@gmail.com

\* Phone  
(913) 226-7353

\* Select your City Ward  
Ward 6

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

\* **Please select your SECOND committee choice**  
Parks & Recreation

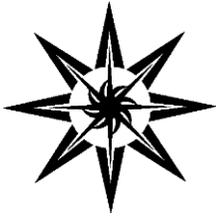
\* **Please select your THIRD committee choice**  
Prairie Village Foundation

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

My family and I have lived in Prairie Village, KS for the past eight years and have enjoyed forming connections with the community. I live with my husband, our three year-old son, and our dog. We love going to the PV parks and eating at local restaurants. I have worked in advertising my whole career and love working in a creative field. I'd like to take my creative skills and put them to use for the city I love. I am passionate about giving back and making our city a great place for all.

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

Thank you for your interest in serving our community.



## **POLICE DEPARTMENT**

**Council Meeting Date: April 1, 2024**

**CONSENT AGENDA: Consider approval of school resource officer agreement with the Shawnee Mission School District**

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### **RECOMMENDATION**

Staff recommends the approval of the contract with the Shawnee Mission School District for payment of School Resource Officer services.

### **BACKGROUND**

The Police Department currently assigns School Resource Officers (SROs) to Shawnee Mission East High School and Indian Hills Middle School. Since the inception of the SRO Program, the City and the District have entered into a contract regarding the relationship of the parties, costs, and responsibilities.

The proposed contract includes coverage from August 2024 through the last scheduled day of school in May of 2026. The District agrees to pay the City for each hour the SRO works at the District. This year the payment rate has increased from \$29.00 to \$38.00 per hour.

The City Attorney has reviewed and approved the contract.

### **ATTACHMENTS**

Proposed contract with the Shawnee Mission School District

### **PREPARED BY**

Major Eric McCullough  
Deputy Chief of Police  
March 22, 2024

## SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **City of Prairie Village, Kansas**, located at 7700 Mission Road, Prairie Village KS, 66208, a municipal corporation, hereinafter referred to as “**City**”, and the **Shawnee Mission Unified School District No. 512**, located at 8200 W. 71<sup>st</sup> Street, Shawnee Mission, Kansas 66204, a political subdivision of the State of Kansas, hereinafter referred to as “**District**”.

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for the City to assign uniformed law enforcement officers (hereinafter referred to as “SROs”), vehicles, radios and all necessary equipment for the School Resource Officer Program. SROs will work with school personnel in providing alcohol and drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response during on-campus or school related criminal activity.
2. **Term.** The term of this agreement shall be from the first day of school in August 2024 thru the last day of school in May 2026, but subject to a review in April 2024. Provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the SRO shall perform regular police duties at a duty station as determined by the Chief of Police.
3. **Termination.** This Agreement may be terminated without cause by either party upon 30 days prior written notice.
4. **Relationship of Parties.** The City and SROs shall have the status of an independent contractor of the District for purposes of this Agreement. All SROs assigned to the District shall be considered employees of the City, subject to the City’s control and supervision. Assigned SROs will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The District agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by SROs assigned to the District. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.
  - 4.1 The City will continue to maintain all records concerning the performance of services here listed, including SRO employment records and any reports required by the City’s Standards of Conduct or Standard Operating Procedure.

5. **Consideration.** In consideration of the assignment of SROs to District schools as provided herein, the District agrees to pay the City for each hour each SRO works at a District school at the rate of \$38.00 per hour. The District will not be responsible for payment of overtime, unless it is requested by the District. SROs' weekly District schedule will be mutually agreed upon in consultation with the Superintendent or his/her designee. SROs may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from the District to the City will be made monthly or quarterly, at the discretion of the City.
  
6. **SRO Responsibilities.** SROs assigned to the District shall:
  - 6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol and drug issues, violence diffusion, violence prevention, and other safety issues in the school community.
  - 6.2 Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO. SROs also will share information with an administrator or a District police officer about persons and conditions that pertain to campus safety concerns.
  - 6.3 Provide informational in-services and be a general resource for District staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.
  - 6.4 Gather information regarding potential emerging issues such as criminal activity, gang activity and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
  - 6.5 Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.
  - 6.6 Present educational programs to students and school staff on topics agreed upon by both parties.
  - 6.7 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
  - 6.8 Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).
  - 6.9 Refer violations of the District's discipline code to District administration. SROs shall not act as school disciplinarians, nor make recommendations regarding school discipline. District administrators are solely responsible for

school discipline and will not request the SROs assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.

SROs are not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, SROs may assist District employees until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SROs or the City beyond the general duties that exist for law enforcement officers within the State.

**6.10** Maintain the confidentiality of student records, as outlined in paragraph 11 below.

7. **Reports.** SROs also will be responsible for the preparation and submission of police department reports and documents, which will be maintained and disseminated by the police department Records Unit.

8. **Time and Place of Performance.** The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or police department requirements. SROs shall be and remain full-time uniformed law enforcement officers of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute SRO to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. SROs' activities will be restricted to their assigned school grounds except for:

8.1 Follow-up home visits when needed as a result of school related student problems.

8.2 School related off-campus activities when SRO participation is requested by the principal and approved by the City.

8.3 Responding to off-campus, but school related, criminal activity.

8.4 Responding to emergency police activities.

9. **District Responsibilities.**

9.1 The District will provide each SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall

include a telephone, filing space capable of being secured, and access to a computer.

- 9.2 The District will report crimes to law enforcement in accordance with the District's board policy JDDB. The City will be the primary investigative agency of such crimes that are reported to them by the District.

**10. Search and Seizure; Interrogations.**

10.1 Any searches of students and any searches and/or seizures of property conducted by SROs for law enforcement purposes shall be limited to and performed in accordance the District's school board policies JCABB and JCAB.

10.2 Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with the District's school board policy JCAC.

- 11. Student Records.** The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students.

SROs, acting as school officials, may request student records from a District administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA.

- 12. Indemnity.** Indemnification for both parties will be governed by the Kansas Tort Claims Act.

**13. Miscellaneous.**

13.1 This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached to and made part of this Agreement as though fully set forth in this Agreement.

13.2 Neither the City nor the District may assign this Agreement without the prior written approval of both parties.

13.3 Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either Party under Kansas law.

- 13.4 In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- 13.5 The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- 13.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.
- 13.7 The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512**

By: \_\_\_\_\_  
President, Board of Education

Attested by: \_\_\_\_\_  
Terry Wintering, Clerk, Board of Education

Approved as to Form: \_\_\_\_\_  
Rachel England, General Counsel

**CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
Eric Mikkelson, Mayor

Attested by: \_\_\_\_\_  
Adam Geffert, City Clerk

Approved as to Form: \_\_\_\_\_  
Alex Aggen, City Attorney

## CONTRACTUAL PROVISIONS ATTACHMENT Shawnee Mission School District

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Johnson County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided SMSD under the contract. SMSD will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the

provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.
7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes**: The State of Kansas and SMSD shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance**: The State of Kansas and SMSD shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information**: No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and SMSD to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of SMSD or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records**: The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.
15. **Confidentiality**: As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).



**MAYOR**

City Council Meeting Date: April 1, 2024

**CONSENT AGENDA:**      **Consider financial donation to Shawnee Mission East PTA for senior after-graduation party**

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**DISCUSSION**

Consider a \$2,500 contribution to the Shawnee Mission East (SME) PTA for its after-graduation party for seniors.

**BACKGROUND**

In May, 340 students will graduate from Shawnee Mission East High School in Prairie Village. For the past 12 years, the SME PTA has provided a drug and alcohol-free party following the graduation ceremony to ensure the safety of students and celebrate their accomplishments. Approximately 99% of graduating seniors have historically attended the party, which includes dinner, games, and raffle items. All funds for the event are raised through corporate and personal donations. Staff estimates that nearly half of the 2024 graduating class are residents of Prairie Village.

**ATTACHMENTS**

Letter from Shawnee Mission East PTA

**PREPARED BY**

Meghan Boom  
Assistant City Administrator  
Date: March 26, 2024



February 15, 2024

Mayor Eric Mikkelson  
Prairie Village City Hall  
7700 Mission Road  
Prairie Village, KS 66208

Dear Mayor Mikkelson,

We are writing to you to see if the City of Prairie Village would consider making a donation to the 2024 Shawnee Mission East Senior After Graduation Party.

In May, Shawnee Mission East will be graduating 340 students who will say goodbye to their senior year. We are asking for your support to help us celebrate our graduating seniors.

For the past 12 years, the SME PTSA and the parents at Shawnee Mission East have put on a safe, drug and alcohol free graduation party at SME following the graduation ceremony. It is intended to be a well-deserved celebration of our seniors' achievements and acknowledgement of the years of hard work they put into completing their high school education. The After Grad party has a 99% attendance level by the Senior Class and the event includes dinner, games, various entertainment and raffle items. All of the funds for the event are raised by corporate and personal gifts.

We would love it if you would consider supporting our seniors, many who reside in the City of Prairie Village. Please consider a donation to help us provide a safe, substance-free celebration for our graduating class of 2024.

To support us you may donate through Venmo @SMEPTSA or you can send in a check payable to SME PTSA to Michelle Schmidt 8611 Delmar Ln, Prairie Village, KS 66207. Be sure to reference "After Grad Party" in your donation.

Please let us know if there is anything else we could provide you further or if you have any questions. Thank you for your consideration.

Michelle Schmidt  
2024 After Grad Party Co-Chair  
913-707-8504

Addie Perry  
2024 After Grad Party Co-Chair  
913-485-0584



## INSURANCE COMMITTEE

Council Meeting Date: April 1, 2024

### COU2024-24: Consider 2024-2025 Insurance Renewals

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#### RECOMMENDATION

The Insurance Committee recommends the City Council approve the renewal of all of the City's insurance needs with Travelers and Lloyds (Cyber Liability) for the coverage year May 2024 to May 2025.

**Traveler's** coverage for year May 2024 to May 2025 will include:

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

**Lloyds** coverage for year May 2024 to May 2025:

- Cyber Liability

#### SUGGESTED MOTION

Recommend the City Council approve the insurance renewal policy and rates with Travelers and Lloyds at a renewal rate not to exceed \$510,264 for the upcoming coverage year.

#### BACKGROUND

The Insurance Committee met on January 30, 2024, to discuss the City's insurance needs for the upcoming year. The Committee discussed with HUB changes in City covered property, and any changes to relevant City processes.

The City's coverage inventory was fully detailed as part of the renewal process prior to HUB sending out requests for carrier proposals. City staff provides HUB with detail of all buildings, vehicles, equipment, number of employees, and various other factors that drive coverages needed.

The Insurance Committee reviewed and discussed various aspects of the City's policies and directed HUB and City staff to proceed with obtaining renewal quotes. Following this review, HUB proceeded with requesting quotes from carriers interested in insuring the City.

Overall, the renewal represents an increase of \$45,543 or 9.8%. The proposed policy is very similar to the current plan, with all coverage levels remaining the same. In 2022, HUB moved from a commission model to a flat fee. This year's renewal reflects the same flat fee of \$30,000.

Premium amounts are driven both by rate changes as well as increases in the underlying value of the covered exposure. Most of the increase in premium for the 2024-2025 renewal is driven by the Property insurance line. With discussion with HUB as well as consultation with other Johnson County cities, rates on this service line are increasing nationwide due to higher costs to repair or replace damaged property as well as increasing weather-related claims.

Worker's Compensation increased \$6,409 or 4.6% due to expected increases in total compensation. The amount in the expiring premium column reflects the mid-year audited payroll amount. The Cyber Liability rate held flat this year at \$30,581 after a few years of significant market price increases. The City and HUB worked through an extensive process reviewing and updating internal security processes in order to receive the best prices. The City and HUB will continue to monitor this market and remain in compliance with best cyber security practices.

## **FUNDING SOURCE**

The insurance coverage period will be from May 1, 2024 through April 30, 2025, which will span two separate budget years. Based off of prior year discussions with HUB, a 10% increase was built into the 2024 budget, which is in line with this proposal. The deductible amounts will be taken from insurance reserve fund.

## **ATTACHMENTS**

- Premium Comparison
- Agreement of Services

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### **PREPARED BY:**

Jason Hannaman, Finance Director

Date: March 26, 2024

## City of Prairie Village Premium Comparison

Coverage	Carrier AM Best Rating	Expiring Premium	Renewal Premium
Property	Travelers, A++ XV	\$49,445	\$72,846
Inland Marine	Travelers, A++ XV	\$6,391	\$6,846
General Liability	Travelers, A++ XV	\$26,734	\$29,745
Employee Benefits Liability	Travelers, A++ XV	\$343	\$343
Law Enforcement Liability	Travelers, A++ XV	\$41,735	\$43,398
Public Entity Management Liability	Travelers, A++ XV	\$6,112	\$6,818
Employment Practices Liability	Travelers, A++ XV	\$15,995	\$15,715
Automobile Liability	Travelers, A++ XV	\$53,146	\$56,922
Automobile Physical Damage	Travelers, A++ XV	\$23,632	\$25,448
Umbrella	Travelers, A++ XV	\$33,834	\$38,225
Crime & Kidnap & Ransom	Travelers, A++ XV	\$5,407	\$5,416
Fiduciary Liability	Travelers, A++ XV	\$4,230	\$4,416
Workers' Compensation	Travelers, A++ XV	\$139,258	\$145,667
Cyber Liability	HDI/Lloyds, A, XV	\$30,581	\$30,581
	<b>Subtotal</b>	<b>\$436,843</b>	<b>\$482,386</b>
	<b>Agency Fee</b>	<b>\$30,000</b>	<b>\$30,000</b>
	<b>(Cyber Commission Credit)</b>	<b>-\$3,000</b>	<b>-\$3,000</b>
	<b>* TOTAL</b>	<b>\$464,721</b>	<b>\$510,264</b>

Coverage	Carrier AM Best Rating	Expiring Premium	Renewal Premium
Treasurer Bond- S. McDonald, Eff. 10/18/22	Travelers, A++ XV	\$158	\$158
Kansas Underground Storage Tank, KUST Eff. 1/9/22	Great American, A+ XV	\$720	\$720

\*Treasure bond and storage tank premiums included in above totals

# Agreement of Services

**THIS AGREEMENT**, is to be effective from **April 1, 2024 to April 1, 2025** by and between **The City of Prairie Village** hereinafter referred to as "Client", and **HUB International Mid-America** hereinafter referred to as "Agency",

**WHEREAS**, Client has need for certain services which can be performed by Agency; and

**WHEREAS**, Agency can provide and desires to render to Client such services; and

**WHEREAS**, the parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the payment terms which shall apply;

**NOW, THEREFORE**, Client desires to compensate Agency relative to placement of the following policies of insurance with policy effective dates:

- a) All Property & Casualty Placements
- b) Worker's Compensation Placement

Client agrees to pay Agency an annual compensation of \$30,000. The compensation will be paid as a consulting fee from the Client to Agency. In the case insurance policies cannot be "net" commission, the fee amount will be reduced. Annual compensation to Agency will not exceed \$30,000.

Client understands and acknowledges that some policies are issued with or without commission and any amount over the agency compensation will be returned. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof; it shall not be amended except by a written amendment signed by both of them and no promise, agreement, or representation not herein set forth shall be of any force or effect between them.

Dated this \_\_\_\_\_ day of April, 2024.

Client Name: **City of Prairie Village**  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_

Agency: **HUB International Mid-America**  
Signed by: *Andrea Johnson*  
Title: Senior Account Manager





## PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 1, 2024

COU2024-25

**CONSIDER DESIGN AGREEMENT WITH TREKK DESIGN GROUP LLC FOR THE DESIGN AND CONSTRUCTION OBSERVATION OF MISSION ROAD, 63<sup>RD</sup> STREET TO 67<sup>TH</sup> STREET (2024 CARS)**

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### RECOMMENDATION

Move to approve the design agreement with TREKK Design Group LLC for the design and construction observation of the 2024 CARS project, Mission Road, 63<sup>rd</sup> Street to 67<sup>th</sup> Street in the amount of \$102,020.

### BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2024, 2025, and 2026 in December 2023. The selection process consists of submitting proposals, ranking to select for interviews, conducting the interviews and selecting the consultant for the design work. Engineering services are selected based on qualifications. TREKK Design Group LLC was selected as the City's design consultant for the CARS Program from the 3 firms interviewed. TREKK has provided construction observation services in the past on the Paving and CARS Program to supplement City inspection staff. TREKK has performed well with good customer service to both staff and residents.

This agreement is for the design and construction observation of the 2024 CARS project, Mission Road, 63<sup>rd</sup> Street to 67<sup>th</sup> Street. This is an interlocal project with the City of Mission Hills with an approximate PV 68%/ MH 32% split. City limits are shown on the map to the right.

This project consists of a mill and overlay with new pavement markings. There will be some curb repair on the Prairie Village side and curb replacement on the Mission Hills side. Staff will be bringing forward an interlocal with the city of Mission Hills at the time of construction award.

### FUNDING SOURCE

Funding source is multi-jurisdictional between Prairie Village, Mission Hills and the CARS program.

Funding is available in the CIP project MIRD0009.

### ATTACHMENTS

1. Agreement with TREKK Design Group LLC



### PREPARED BY

Melissa Prenger, City Engineer

March 27, 2024



**AGREEMENT FOR PROFESSIONAL ENGINEER**

**For**

**DESIGN SERVICES**

**Of**

**Mission Road, 63<sup>rd</sup> Street to 67<sup>th</sup> Street  
MIRD0009 (2024 CARS)**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, TREKK Design Group LLC, a corporation with offices at 1411 E 104<sup>th</sup> Street, Kansas City, Missouri, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the improvements to Mission Road, 63<sup>rd</sup> Street to 67<sup>th</sup> Street (MIRD0009 2024 CARS), hereinafter called the “**Project**”,

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

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

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

**Article I City Responsibilities**

- A. Project Definition** The City is preparing to design and construct roadway and stormwater improvements on Mission Road as part of the CARS program.
- B. City Representative** The City has designated Melissa Prenger, City Engineer, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third-party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third-party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the Project which may include:
  - Johson County CARS Funding
  - City of Mission Hills CIP Funding

## Article II Consultant Responsibilities

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

## Article III Scope of Services

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
  1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
  2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
  3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
  4. Conduct field reconnaissance with City to evaluate and identify:
    - a. Design issues.
    - b. Need for drainage improvements.
    - c. Need for full depth pavement repairs.

- d. Need for sidewalk replacement.
  - e. Location for new sidewalk.
  - f. Need for curb and gutter replacement.
  - g. Need for and limits of driveway replacement.
  - h. Need for which type of ADA ramps.
  - i. Utility locations and conflicts.
  - j. Tree conflicts.
5. Perform topographic and field survey of identified project locations.
  6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
  7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
  8. Prepare preliminary construction plans (60%).
    - a. Project title sheet.
    - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
    - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
    - d. Typical sections.
    - e. Cross sections for streets with a detailed topographic survey.
    - f. City details drawings and other special details pertinent to the project.
    - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
  9. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
  10. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
  11. Perform field check with City.
  12. Schedule, prepare for and attend one (1) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
  13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
  14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
  15. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
  16. Prepare specification to supplement the 2018 Paving Program project manual for City review.
  17. Submit one half size set of final (95%) plans and specifications for City review.
  18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.

19. Prepare a final opinion of probable construction cost based on historical unit prices.
20. Prepare construction plans for the project using the City's standard documents for the Paving Program.
21. Provide to the City a spreadsheet of the construction quantities for each street and a total for the project.
22. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
23. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

**B. Construction Services Phase**

Construction services will be provided and include the following.

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

## **Article IV Time Schedule**

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes,

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

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

Design Phase	June 1, 2024
Issued to Contractor	June 30, 2024

## Article V Compensation

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

Design Phase	\$ 67,358.00
Construction Services Phase	<u>\$ 34,622.00</u>
Total Fee for Paving Project	\$ 102,020.00

- B. Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant’s personnel classifications and the Direct Non-Salary Costs.
- C. Direct Non-Salary Costs** The term “Direct Non-Salary Costs” shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

## Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant’s projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant’s error

shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

- I. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. **Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. **Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.
- R. Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

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

**City:**

City of Prairie Village, Kansas

By: \_\_\_\_\_  
Eric Mikkelson, Mayor

Address for giving notices:

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

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

**Consultant:**

TREKK Design Group LLC

By \_\_\_\_\_  
Print Name: \_\_\_\_\_

Address for giving notices:

1411 E 104<sup>th</sup> Street  
Kansas City, Missouri 64131  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: 816-874-4655  
Email: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Alex Aggen, City Attorney



**2024 CARS Project: Mission Road**

23-0537 Prairie Village Streets On-Call: Mission Road 63rd Street to 67th Street

TASK DESCRIPTION	Project Principal	Project Manager	Professional Engineer I	Senior Project Designer	Utility Coordinator I	Senior Construction Inspector	PMO Specialist I	Labor Sub-Total
	\$295.00	\$195.00	\$175.00	\$150.00	\$130.00	\$168.00	\$105.00	
Approximate Billing Rate; subject to change								
<b>1 Project Administration</b>	10	37	1	8	1	7	15	79
Internal Kick-off Meeting	1	2	1	1	1	1		
External Kick-off Meeting	1	2				1		
Progress Meetings (Weekly, 8 weeks, 30 minute virtual meeting)	1	4		1				
Public Meetings (2)	4	4		2		2		
Displays for Public Meetings (2) (roll plot)	1	4		4				
Invoice Preparation & Progress Reports (2 months design, 3 months construction)		5				3	5	
General Project Administration/Coordination	2	16					10	
<b>2 Field Visit</b>	0	6	0	8	4	3	0	21
Project Site Visit		3		3		3		
Summarizing Notes from Site Visit		1		2				
Coordination for Johnson County AIMS data		1		2				
Development of Utility Contact List		1		1	4			
<b>2 Preliminary Through 60% Design</b>	5	45	8	80	4	7	0	149
Project Site Visit								
Project Site Visit		3		3		3		
Summarizing Notes from Site Visit		2		2				
Coordination for Johnson County AIMS data		1		2				
Development of Utility Contact List		1		1	4			
<b>60% Plan Set</b>								
Title Sheet		1		4				
Typical Sections		1		4				
Summary of Quantities		8		12				
Plan Sheets (1" = 20' [H]) (assume 5 sheets with aerial background)		5		15				
Standard Details		2		4				
Pavement Marking Sheets (1" = 20' [H]) (assume 5 sheets)		8		15				
Construction Cost Estimate	1	4		8				
Constructability Review	1	2		2		4		
QA/QC	2	6	8	8				
Submit 60% Design Plans, once	1	1						
<b>3 Final Design</b>	6	41	12	67	0	8	0	134
Address Comments from 60% Plans		4		8				
<b>100% (PSE) Plan Set</b>								
Title Sheet				1				
Typical Sections		1		2				
Summary of Quantities		4	4	8				
Plan Sheets (1" = 20' [H]) (assume 5 sheets with aerial background)		5		10				
Standard Details		2		4				
Pavement Marking Sheets (1" = 20' [H]) (assume 5 sheets)		2		6				
Construction Cost Estimate	1	2		4				
Constructability Review	2	4	4	8		8		
QA/QC	2	4	4	8				
Contract Front End Documents	1	4						
Submit 100% Design Plans, once		1						
Answer Questions During Bidding		8		8				
<b>4 Construction Assistance</b>	0	2	0	0	0	204	0	206
Preliminary familiarization (plans, specs, site)						16		
Attend Pre-construction meeting		2				4		
Construction Observation Services (up to 200 hours)						160		
Substantial Completion Inspection & Punch list						12		
Final Completion Inspection & Punch list						12		
<b>TOTAL HOURS</b>	21	131	21	163	9	229	15	589
<b>BILLING RATE</b>	\$295.00	\$195.00	\$175.00	\$150.00	\$130.00	\$168.00	\$105.00	
<b>TOTAL LABOR COST</b>	\$6,195.00	\$25,545.00	\$3,675.00	\$24,450.00	\$1,170.00	\$38,472.00	\$1,575.00	\$101,082.00
<b>Direct Expenses</b>								<b>Expense Sub-Total</b>
<b>Mileage</b>								\$ -
miles @ \$0.670 per mile (Survey Vehicle)								\$ -
1400 miles @ \$0.670 per mile (Personal/Company Vehicle)								\$ 938.00
<b>Travel Costs</b>								\$ -
days @ \$150.00 per day (Hotel)								\$ -
days @ \$14.00 per day (Breakfast Per Diem)								\$ -
days @ \$17.00 per day (Lunch Per Diem)								\$ -
days @ \$29.00 per day (Dinner Per Diem)								\$ -
days @ \$59.00 per day (Full Day Per Diem)								\$ -
<b>TOTAL EXPENSES</b>								\$ 938.00
								<b>\$ 102,020.00</b>

Total \$67,358

\$34,662

**Assumptions:**

- The number of full-time inspection hours is based on 1 month / 4 weeks / 20 days.
- The number of full-time inspection hours is based on 10 hours per day for a five-day work week.
- The work week is assumed to be Monday through Friday, with an occasional Saturday as needed and approved for schedule catch-up only.
- Construction observation services include developing daily logs/photos, attending progress meetings during work hours, measuring quantities, and reviewing schedule of values and pay applications.

**MAYOR'S ANNOUNCEMENTS**  
**Monday, April 1, 2024**

Planning Commission	04/02/2024	7:00 p.m.
Tree Board	04/03/2024	6:00 p.m.
Community Center - public meeting #2	04/04/2024	4:00 p.m.
Diversity Committee	04/09/2024	4:00 p.m.
City Council	04/15/2024	6:00 p.m.

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**INFORMATIONAL ITEMS**  
**April 1, 2024**

1. Board of Zoning Appeals meeting minutes – July 11, 2023
2. Arts Council meeting minutes – January 10, 2024
3. Planning Commission meeting minutes – February 6, 2024
4. Diversity Committee meeting minutes – February 13, 2024
5. Environmental Committee meeting minutes – February 28, 2024
6. April plan of action

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
MINUTES  
TUESDAY, JULY 11, 2023**

**ROLL CALL**

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, July 11, 2023, at 6:30 p.m. in the Council Chambers of the Municipal Building at 7700 Mission Road. Chair Patrick Lenahan called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, James Breneman, Gregory Wolf, Melissa Brown, Nancy Wallerstein, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Board of Zoning Appeals: Graham Smith, Multistudio; Nickie Lee, Deputy City Administrator; Greg Shelton, Council Liaison; Adam Geffert, City Clerk/Board Secretary.

**APPROVAL OF MINUTES**

**Mr. Breneman moved for the approval of the minutes of the May 2, 2023, Board of Zoning Appeals meeting as presented. Mr. Wolf seconded the motion, which passed unanimously.**

**PUBLIC HEARINGS**

BZA2023-02            Variance of Required Front Setback for Garage Addition  
                          2216 W. 71<sup>st</sup> Terrace  
                          Zoning: R-1B  
                          Applicant: Gary and Cindy Wainscott

Mr. Smith stated that the applicant was requesting a variance of 6.58' to allow a garage to be built 23.42' from the front setback, rather than the required 30'. The lot also includes a platted front building line of 35'. The existing building is located at 23.42', and it is unclear whether there was any record of a variance or platted building line modification. AIMS records indicate the building was constructed in 1956, which predates the zoning ordinance.

Mr. Smith said the building is at its location due to a drainage culvert that crosses the property, entering the lot on the west side approximately 20' from the front lot line, going north for approximately 60' and then east across the lot near the midpoint of the property, 80' from the front line. This results in a small buildable area towards the front portion of the lot, and a rear yard section across the drainage culvert on the back 45' of the lot. The property is zoned R-1B, which requires a front setback that is at least 30' from the front lot line.

The applicant has placed a garage addition on the east side of the building along the existing front building line; however, this does not comply with the required front setback. The plat also includes a platted front building line of 35'. Typically, modification of the front building line is done through an exception granted by the Planning Commission. However, since this request would also be in excess of the zone district setback, a variance is required.

Mr. Smith noted that Section 19.54.030 of the zoning regulations required the Board to find that all five of the following "golden factors" be met to grant a variance:

1. Uniqueness - That the variance requested arises from such condition which is unique to the property in question, and which is not ordinarily found in the same zone or district and is not created by an action or actions of the property owner or the applicant.
2. Adjacent Property - That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.
3. Hardship - That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.
4. Public Interest - That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.
5. Spirit and Intent of the Regulation - That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

He added that if the Board did approve the variance, it should be subject to the following conditions:

1. That the variance be granted only to the extent shown with the submitted application, sufficient improve the existing structure at its current location and not encroach further into the front setback.
2. The variance, if approved, be recorded with the County Register of Deeds within one year of approval.

Applicants and property owners Gary and Cindy Wainscott were present to discuss the variance. Mr. Wainscott stated that the new garage was in the same location as the previous garage, and that due to the drainage culvert, there was no available space to push the garage further back in the yard.

Ms. Brown asked if the garage had already been constructed. Mrs. Wainscott indicated that construction had begun but was currently stopped pending a decision from the Board

of Zoning Appeals. She added that surrounding neighbors were very supportive of the new construction.

Mr. Lenahan opened the public hearing at 6:45 p.m. With no one present to speak, Mr. Lenahan closed the hearing at 6:46 p.m.

Board members reviewed the golden factors and determined that the proposal met all requirements.

**Mr. Wolf made a motion to approve the variance with the conditions recommended by staff. Ms. Brown seconded the motion, which passed unanimously.**

## **OTHER BUSINESS**

None

## **ADJOURNMENT**

Chair Patrick Lenahan adjourned the meeting of the Board of Zoning Appeals at 6:47 p.m.

Adam Geffert  
City Clerk/Board Secretary

## PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES

MPR, City Hall  
January 10th, 2024  
5:30 pm

### BUSINESS MEETING

Lauren Wolf called the meeting to order at 5:36 pm. Council members present were:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Abby Margariel   | <input checked="" type="checkbox"/> Lauren Wolf, city council chair     |
| <input checked="" type="checkbox"/> Amy Bagnall      | <input checked="" type="checkbox"/> Maddie Samuel                       |
| <input checked="" type="checkbox"/> Bob Bahr         | <input checked="" type="checkbox"/> Nickie Lee, staff member            |
| <input checked="" type="checkbox"/> Bonnie Limbird   | <input checked="" type="checkbox"/> Reese Naftel                        |
| <input checked="" type="checkbox"/> Gina Ciampi      | <input checked="" type="checkbox"/> Renee Duvall                        |
| <input checked="" type="checkbox"/> Jessica Gattorna | <input checked="" type="checkbox"/> Ron Nelson, city council vice chair |
| <input checked="" type="checkbox"/> Joanna Polley    | <input type="checkbox"/> Trudy Williams                                 |
| <input checked="" type="checkbox"/> Laurel Thomas    | <input checked="" type="checkbox"/> Trinity Ready, student member       |

The agenda was approved unanimously.

**Public Participation:** none

The **Consent Agenda** was approved unanimously.

Lauren & Ron gave the **City Council Report**.

- Council approved several annual contracts and elected the new Council President, Dave Robinson, Ward 5.
- January 25th Public Forum for the Community Center/Civic Center Municipal Campus at Meadowbrook Park Clubhouse - Open House format between 4 and 7pm. There will be more meetings in April and July. *What amenities would you be looking for in such a facility?*

Nickie gave the **Current Year Financial Update**. There is no update in January as staff still reconciles all of the income/expenses during the holiday season. In March, we'll have an update.

**Old Business:** Arts Council approved the official 2024 calendar with scheduled artists and curators with the exception that Kellen and Abby's assignments will need to change. **See revised calendar attached here.**

**New Business:** Arts Council unanimously approved the **2024 Shooting Stars sponsorship** in the amount of \$1,400.00 for the first place award of the category: **Theater Performing Arts**. Joanna will let the Arts Council of JoCo know. January 27th is the audition day if anyone wants to volunteer, and then the **awards will be presented, and art will be on display, on April 7th at JCCC. It's a really good event! Mark your calendars!**

Council also unanimously approved a **new committee structure** to include a committee vice chair in addition to the council chair and vice chair.

Pending approval by the City Council of the new committee structure, Council unanimously voted Bonnie Limbird as the new Vice Chair.

Nickie described the **upcoming budget process** for the March meeting.

The Business Meeting adjourned at 5:47 pm.

*Planning Meeting notes, next page.*

## PLANNING MEETING

5:47 pm

### Past Show/Events

The **Nov-Dec exhibit** has closed and was taken down on Saturday, 1/6. We had one sale. (This is the last show where the Arts Council collected 40% of sales; starting with the Jan-Feb show the new policy is in place.)

### Upcoming Event Updates

The next show will be the **Mar-Apr exhibit** to be curated by Amy and Jessica. Bonnie will send the link to the planning checklist.

The Council likes the idea of a **strategic planning retreat**, so Bonnie will put out feelers for a moderator. Amy will send a couple of ideas for moderators, and Gina suggested InterUrban ArtHouse for the location.

### Marketing & Communications

Amy and Renee gave an update on their overall marketing and communications plan: two email newsletters per month, plus social media and website updates to support the events.

Jessica offered to take over the newsletter, and Bob offered to do exhibit write-ups/blogs. These four will get together to bring Jessica and Bob up to speed.

In the meantime, Bonnie will **transition our eNewsletter** account from SendGrid to MailChimp to lower costs and get us into a more user-friendly platform. Jessica is also very familiar with MailChimp. (Note: we will also research transitioning from our FlipCause website to a wordpress-based site. Jessica may have experience on that as well.)

### Planning Ahead

Bonnie updated the Arts Council on the **Art Therapy Workshops** being offered by Emporia State Univ. via a grant that the meeting with the facilitator was postponed due to weather. More info to follow.

**Arts Council Symposium** a few additional comments on the 2023 symposium from Renee.

**Community Band** idea. No update.

**ArtWalk.** No update.

Council discussed whether or not to redo a **Patron & Artist Survey**. Responses post-COVID are likely to be extremely different than they were pre-COVID - at least from artist viewpoints. Gina asked what we learned from the last surveys, and what changes did we make based on that information? It was decided to see where we are from that feedback and go from there.

**Public Art Fund Sponsorship Program** planning committee to be: Bonnie, Joanna, Maddie, Gina, and Abby (and anyone else - keep communications open) Include discussion of this on strategic retreat agenda. Bonnie will begin email communications to kick-off brainstorming and include research gathered to date.

Council briefly talked about our plan to kick-off the **Parks and Public Art Prioritization**. Nickie will arrange for Meghann Buum to do an overall parks presentation at the March meeting, and in May we'll be invited on the Parks & Rec Committee's annual **May Parks tour**. Lauren will send out the information for this when it's available.

### Announcements

Be on the lookout for Third Friday receptions at **InterUrban Art House** with beer, wine, and hors d'oeuvres.

End.

	Main Event	Endres Gallery	Meadowbrook
<b>2024 SCHEDULE - FINAL</b>	<b>COMMITTEE MEETING (5:30) &amp; ENDRES GALLERY (RGE) RECEPTION</b> 7700 Mission Road	<b>INSTALL</b> <b>REMOVAL</b>	<b>INSTALL</b> <b>REMOVAL</b>
			<b>2023 Carryover: Paul &amp; Payne</b>
January/February	<b>GALLERY RECEPTION</b> <u>1/10/2024 - RGE, 7-8 pm</u>	<b>Lowe, Mudd, McCollum</b>  <u>01/06/2024</u> <u>03/02/2024</u>	     <u>03/02/2024</u>
March/April	<b>GALLERY RECEPTION</b> <u>3/6/2024 - RGE, 7-8 pm</u> <b>SHOOTING STARS GALA</b> <u>4/7/2024</u>	<b>Coss, Johnson, Holt</b>  <u>03/02/2024</u> <u>05/04/2024</u>	 <u>03/02/2024</u>   
May/June	<b>ART OF PHOTOGRAPHY reception</b> <u>5/8/2024 - RGE, 7-8:30 pm</u> <b>PV ART SHOW (tent w/ Diversity?)</b> <u>1st weekend of June</u>	<b>ART OF PHOTOGRAPHY</b>  <u>05/04/2024</u> <u>07/06/2024</u>	     <u>07/06/2024</u>
July/August	<b>VILLAGE FEST (co-activity w/ Enviro.)</b> <u>7/4/2024</u>	<b>DeGraff, Klausung, Larson</b>  <u>07/06/2024</u> <u>09/07/2024</u>	 <u>07/06/2024</u>   
September/October	<b>GALLERY RECEPTION</b> <u>7/10/2024 - RGE, 7-8 pm</u> <b>JAZZ FEST (tent &amp; activity)</b> <u>9/7/2024</u> <b>STATE OF THE ARTS reception</b> <u>9/11/2024 - RGE, 7-8:30 pm*</u>	<b>STATE OF THE ARTS</b>  <u>09/07/2024</u> <u>11/02/2024</u>	     <u>11/02/2024</u>
November/December	<b>ANNUAL CALL FOR ENTRY FOR 2025</b> <u>October-November TBD</u> <b>GALLERY RECEPTION</b> <u>11/6/2024 - RGE, 7-8 pm</u>	<b>McGuire, Healy, Fresia</b>  <u>11/02/2024</u> <u>01/04/2025</u>	 <u>11/02/2024</u>   
January/February	<b>GALLERY RECEPTION</b> <u>1/8/2025 - RGE, 7-8 pm</u>	<b>Keeling, TBA</b>  <u>01/04/2025</u> <u>03/01/2025</u>	     <u>03/01/2025</u>
<p>6 Exhibits / 6 Art Hanging Days + <b>ArtWalk?</b>  4 Committee/Partner Events  Art Therapy Workshops by others during "off" months or at tent events.  *Take a moment of silence before award presentation</p>			

**Curators/Liaisons**

**Bonnie Limbird**  
bonnie@abclimbird.net

**Amy Bagnall, Jessica Gattorna**  
amybagnall1@gmail.com

**- Joanna Polley -**

**Bonnie Limbird, Bob Bahr**  
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**- Abby Margariel -**

**Reese ??**

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**- Jessica Gattorna -**

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**TBD**

**PLANNING COMMISSION MINUTES  
FEBRUARY 6, 2024**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, February 6 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, and Nancy Wallerstein.

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; Terry O'Toole, Council Liaison; Adam Geffert, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Mr. Breneman moved for the approval of the minutes of the December 5, 2023, regular Planning Commission meeting. Mr. Birkel seconded the motion, which passed 6-0.

**PUBLIC HEARINGS**

None

**NON-PUBLIC HEARINGS**

PC2024-102            Lot split - 3908 W. 85<sup>th</sup> Street and 3912 W. 85<sup>th</sup> Street  
Zoning: R-1A  
Applicant: Kevin Green Homes

Mr. Brewster stated that the applicant was requesting to split an existing lot into two lots to allow the individual ownership of each side of a single duplex building. He noted that the property was part of an overall development project for adult senior dwellings that included a special use permit that was approved in 2015.

A preliminary plat, final plat and final development plan for Mission Chateau was approved at the March 1, 2016, Planning Commission meeting. At that time, it was understood that the large lot to the south would be re-platted at a future date to facilitate the construction and sale of the villas. As part of the special use permit and final development plan, it was noted that a subsequent administrative step would be necessary to facilitate recording of documents to allow the sale and individual ownership of each unit in the twin villa buildings. Mr. Brewster noted that seven similar applications had been filed and approved

by the Planning Commission previously, and that two other related applications were submitted with this application.

Mr. Brewster said staff recommended that the Planning Commission approve the lot split subject to the following conditions:

1. That the applicant record the approved lot split with the register of deeds and provide a copy of the recorded document prior to issuance of an occupancy permit.
2. That each of the resulting lots and the building continue to be subject to all conditions of approval of the special use permit, preliminary and final Development plans, and final plat, as well as the covenants recorded with the previous final plat.

Applicant and developer Kevin Green was not present to discuss the application.

**Mr. Lenahan made a motion to approve the application as presented. The motion was seconded by Mr. Breneman and passed 6-0.**

PC2024-103            Lot split - 3902 W. 84<sup>th</sup> Terrace and 3906 W. 84<sup>th</sup> Terrace  
                              Zoning: R-1A  
                              Applicant: Kevin Green Homes

Mr. Brewster stated that the applicant was requesting to split an existing lot into two lots to allow the individual ownership of each side of a single duplex building. He noted that the property was part of an overall development project for adult senior dwellings that included a special use permit that was approved in 2015.

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Applicant and developer Kevin Green was not present to discuss the application.

**Mr. Lenahan made a motion to approve the application as presented. The motion was seconded by Mr. Breneman and passed 6-0.**

PC2024-104            Lot split - 3903 W. 84<sup>th</sup> Terrace and 3907 W. 84<sup>th</sup> Terrace  
                          Zoning: R-1A  
                          Applicant: Kevin Green Homes

Mr. Brewster stated that the applicant was requesting to split an existing lot into two lots to allow the individual ownership of each side of a single duplex building. He noted that the property was part of an overall development project for adult senior dwellings that included a special use permit that was approved in 2015.

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Applicant and developer Kevin Green was not present to discuss the application.

**Mr. Lenahan made a motion to approve the application as presented. The motion was seconded by Mr. Breneman and passed 6-0.**

## **OTHER BUSINESS**

Election of Chair, Vice-Chair and Secretary

**Mr. Birkel made a motion to reelect the current slate of officers:**

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

Ms. Brown seconded the motion, which passed 4-0, with Mr. Breneman and Mr. Wolf in abstention.

Continued discussion of potential updates to R-2, R-3, R-4, C- and MXD districts

Mr. Brewster said that the Planning Commission held work sessions on August 22, 2023, and October 3, 2023, to discuss potential strategies for housing policies laid out in Village Vision 2.0. The work sessions were a direct follow-up to the public forums held on June 22, 2023, and July 13, 2023. He added that the Planning Commission had previously discussed concepts and strategies on August 22, October 3, and December 5.

Mr. Brewster provided the following background based on direction given by the Planning Commission at its October 5, 2023, meeting:

1. Hold the status quo in R-3 and R-4 districts
  - a. Make existing conditions compliant with standards
  - b. Clean up any conflicts / interpretation issues
2. Allow residential uses in C- districts
  - a. Permit mixed-use residential (upper floors or behind ground level residential)
  - b. Allow subject to current commercial building development standards
3. Improve the MXD district (planned district)
  - a. Promote smaller scale / more practical to Prairie Village's context
  - b. Improve expectations
4. Revise current planned development standards and process
  - a. Define planning thresholds to justify flexibility in standards
  - b. Improve expectations
5. Consider MXD for application in a variety of contexts
  - a. Mixed use redevelopment of activity centers
  - b. Strategic infill in activity centers (mixed-use or residential)
  - c. Residential redevelopment in transition areas or multi-family districts

Mr. Brewster said that based on discussion at the previous meeting, the maximum height recommendation for large apartments or mixed-use development in an MXD district had been changed from 65' and six stories to 50' and four stories.

Mr. Birkel asked if the term “townhome” should be used consistently instead of “row home”. Mr. Brewster said the current zoning regulations used both terms interchangeably, but that only townhome could be used going forward.

Mr. Brewster next presented suggested potential amendments to MXD and -P districts:

- MXD District
  - Replace development standards reference (no standards - subject to plan proposals); add specific building type standards for default
  - Add mixed-density neighborhood and mixed-use design standards
  - Remove procedures and defer to improved planned zoning procedures (community plans, project plans, and updated criteria)
  
- Planned Zoning District
  - Simplified and improved intent statement
  - Improved procedures with two specific scales of plans:
    - Community design plan - street and blocks, streetscape, open space, general land use intensity and transitions
    - Project plans - specific building types, frontages, building design, site/landscape design
  - Establish base zone district standards as the “default standard”; add specific criteria for deviations in lot coverage, lot area per unit, building heights and setbacks, parking
  - Improved rezoning/P-district designation criteria and “Effect of Decision” section noting when deviations from plans require review by the City Council

Mrs. Wallerstein asked what would happen if a developer brought a proposal to build on existing park land. Mr. Brewster stated that he was not aware of what the City’s policies were, but in other cities, a public vote was often required to eliminate a city park.

Lastly, Mr. Brewster shared proposed design standards for mixed-density and mixed-use neighborhoods:

- Community design
  - Streetscapes
  - Open and civic spaces
  - Surrounding area survey for smaller-scale projects (integration and transitions)
  
- Landscape and frontage design
  - Street trees and frontage trees
  - Frontage types - front building line, driveway widths, garage limits; two types: “pedestrian” (most limited) and “neighborhood” (moderate limits)
  - Greenspace - tie to community design plan and to landscape standards
  
- Building massing (similar to R-1A and R-1B, but adjusted for larger building types)
  - Windows and entrances

- Wall planes (increasing side setbacks for larger masses)
- Front entry features (variation, human-scale details, activate frontages)
- Exceptions (similar process and criteria as R-1A and R-1B)

Mr. Brenneman asked that the building type standard tables for all zoning districts include the same information for consistency.

Mr. Lenehan suggested that certain standards carried over from residential districts to mixed-use and planned districts, such as wall-plane, scale and massing requirements be removed to make design proposals for these districts less cumbersome. He also noted that the transparency requirement of 50% to 90% on the ground level for commercial or mixed-use districts could be difficult to attain due to current energy codes.

Ms. Brown added that she didn't feel standards should be so restrictive that they would force designers to abandon unique building features to meet requirements.

After further discussion, Mr. Brewster stated that he would update the draft with feedback received from the commission and share it at the next meeting.

## **ADJOURNMENT**

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 8:45 p.m.

Adam Geffert  
City Clerk/Planning Commission Secretary

**Prairie Village Diversity Committee Minutes**

**February 13, 2024**

**4:00 p.m.**

**Prairie Village City Hall – MPR**

**Call to Order**

**Attendance: Tim, Ian, Chi, Dr George, Karen, Inga, Hazel, Dennis, David**

**Approval of Agenda**

**Unanimously Approved**

**Land Acknowledgment – Chi Nguyen**

**Opening Remarks/Welcome – Ian Graves**

**Approval of Meeting Minutes (1/23/24)**

**Inga first; Hazel second; unanimously approved**

**Presentations**

- Advocacy and Awareness Group of Jo Co - Haile Sims

**AAGJC - went through reorganization recently, so trying to reach out to groups in Johnson county doing similar work**

- Looking for members
  - commitment is 2-4 hours per month.
  - Looking for people to be on committees
- Looking for volunteers

**Public Participation**

**Jamal Mondaine - Blue Symphony**

**Committee Discussion**

**MLK Debrief meeting 2/24 at 9 am at Hillcrest Community Church**

**Juneteenth Planning will commence soon**

**Scheduled for June 15th for the event**

## Project/Event Updates

- Interpretive panel – David

### Still waiting from Graphic Designer on questions

- Jo Co Diversity, Equity and Inclusion Coalition discussion

**They had their first meeting on February 7th. They meet on the second Wednesday every month. Next meeting is March 13th.**

**Working on having committee members in attendance.**

## New Business

None

## Old Business

Committee meeting – March 12, 2024 (SMSD Spring Break 3/11-3/15) •

**Meeting will happen on this date as scheduled**

Town Hall topic discussion for 2024

- **Potential Islamic town hall**
  - Potential Islamic Town hall - no date set
  - Ian talking to Islamic Center about coming to present to committee
- **Civility Town Hall - tentatively scheduled for end of April**
  - Tim looking at Meadowbrook
  - Possibility of having a town hall on civility; still working on speakers and topics
  - Possibility of connecting local churches and various religious leaders who are working towards the same goal
  - Subcommittee: David, Rachel, and George
  - Subcommittee building outline
- **Anti Racism Town Hall - tentatively scheduled for July**
  - Tim looking at Meadowbrook
  - Subcommittee: Dennis, Ian, Inga, and Hazel
- **Voting Town Hall - tentatively scheduled for September**
  - No subcommittee designated
- **PV Diversity Playdate - tentatively scheduled for early/mid May**
  - Subcommittee: Chi, Inga, and Hazel

- Tim looking at reserving Porter Park
- **PV Diversity Playdate - tentatively scheduled for early/mid May**
  - Subcommittee: Chi, Inga, and Hazel
  - Tim looking at reserving Porter Park

#### SMSD meeting update

- Chi, Ian, and Hazel summarized the conversation
- There has been some success within the schools with affinity groups
- Schools are trying to recruit diverse candidates
- Next steps:
  - Reaching out to Principal at East
  - Ian will make connection
- Will meet with district as necessary
- Chi will coordinate meetings with district

#### Looking Ahead 2024

##### February

- Black History Month

##### March

- Committee meeting – March 12, 2024 (SMSD Spring Break 3/11-3/15) • Women’s History Month

##### April

- Committee meeting – April 9, 2024

##### May

- Committee meeting – May 14, 2024
- Asian Pacific Heritage Month
- Jewish American Heritage Month

#### Information Items or Announcements

#### Adjournment

**Karen motions; Inga seconds; unanimously approved**

**The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday, February 28 in the Prairie Village City Hall Multipurpose Room. The recording secretary was Magda Born.**

The meeting was called to order at 5:31 p.m.

**Members in Attendance:** Greg Shelton (chair), Terrence Gallagher (co-chair), Ashley Freburg (staff liaison) Amy Brooks, Dave Huyett, Johanna Comes, Magda Born, Melinda Lewis, Nathan Kovac, Penny Mahon, Piper Reimer, Rick Wohlfarth, Travis Wymore, Warren Smith.

**Approval of the agenda:** Nathan moved to approve the agenda and Warren seconded the motion. All in favor.

**Approval of January 2024 meeting minutes:** Nathan moved to approve the January 2024 meeting minutes and Johanna seconded the motion. All in favor.

### **Presentations**

New members Piper Reimer, Melinda Lewis, Amy Brooks, and Travis Wymore were welcomed to the Environmental Committee.

### **Old Business**

#### **2025 Budget Package Review & Discussion**

The Committee needs to start to thinking about what initiatives we want to pursue in 2025. Budget requests, including decision packages, are due on or before April 4.

Rick asked about grants for EV chargers from PlugInKC. Piper stated that the city already has several charges in place and plans are underway for more. Rick suggested applying for a grant for one or two additional chargers.

Johanna asked about the budget for Monarch Pledge.

If anyone else has suggestions for budget requests, they can email Greg by March 11.

#### **Recycle Right Program**

Brandon Hearn reached out to engage with us again on Johnson County's Recycle Right Program. Before he can return to begin his recycling checks, an announcement to the community will need to be placed in the Village Voice. Brandon will likely need help on this project. Greg will copy us on his next email to Brandon if anyone is interested in helping.

#### **Parks update**

Terrence provided an update regarding rain gardens and butterfly gardens in Prairie Village parks. While the gardens have increased, the Public Works Department has encountered issues with native plants. They continue to work adding rain gauges, signage and QR codes. Johanna noted that butterfly bushes are non-native and invasive. Terrance will double check and report back. Piper asked to get communication from Public Works with more details about locations and signs. Terrance provided the following update via email:

*Rain Gardens are at the following locations:*

- *Harmon Park – 5*
- *Public Works - 1*
- *Taliaferro Park – 1*

*Taliaferro Park’s garden was rebuilt in 2023; now holds water better.*

*Our supplier had difficulty getting the native plant plugs we requested in 2023. Justin has switched to a different provider and is also going to experiment with “seed bombs” containing native species. The rain gardens were seeded with plants in 2023, just not as much as we wanted.*

*Rain Garden signage will be updated this spring; signs will have a QR code on them for more info (Harmon – 2 signs; PW and Taliferro – 1 sign each).*

*Multiple landscape areas around PV are pollinator gardens and also contain butterfly bushes and other native plants.*

- *Bennett Park near the park sign – to be rebuilt this spring*
- *Wassmer Park west of the parking lot*
- *The beds along the walls around the pool outside of the fence have been cleaned out and will be replanted with native plants*
- *The banks along the section of Brush Creek north of Tomahawk will be/has been seeded with native grasses*
- *The Delmar/Fontana channel south of 83rd Street has been planted with native grasses and wildflowers*

## **New Business**

### **Tomahawk Elementary STEM Night**

We were contacted by someone from the Tomahawk Elementary PTA, who enjoyed the Committee’s display at VillageFest – particularly the bee display. The PTA invited the Environmental Committee to participate in their STEAM night on March 21. They are interested in an activity for children. Johanna suggested a presentation for children about monarchs. Piper will follow up.

### **Overland Park’s Spring Recycling Extravaganza**

Dave reported that Overland Park’s Recycling Extravaganza is April 20, from 9 a.m. to 3 p.m. at Black & Veatch. He has spoken to Gayle Bergman about Prairie Village’s participation. They are interested in volunteers in many capacities. She will email details.

Johanna made a motion to use our promotional budget in an amount not to exceed \$100 to encourage people to volunteer for the event. Dave seconded the motion. The motion passed unanimously. Ashley will post to social media and promote the event.

### **2024 Mayor’s Monarch Pledge Update**

March 31 is the deadline for the 2024 Mayor’s Monarch Pledge. Johanna presented our pledge. Greg suggested that Bridging the Gap may help with this project.

### **VillageFest Event**

The committee discussed participation in VillageFest 2024. Last year was great, with a lot of traffic to the Environmental Committee Pavilion. We need a team of people to start planning this year. There are a lot of craft supplies left from last year. Nathan made a motion to participate in Village Fest again and Rick seconded the motion, which passed unanimously.

Terrence suggested forming a VillageFest subcommittee. Greg and Piper will not be able to attend that year. A point-person is needed to manage the Committee's participation. Greg will put a packet together for new members, and we will revisit this issue.

### **Earth Day event options**

Penny had expressed interest in the Committee participating in a new Earth Day Event. However, it overlapped with the recycling extravaganza, and she didn't think it would work to participate this year. Greg said Prairie Village hosts an Arbor Day event and that it would be hard to find volunteers for all these events.

### **Announcements:**

The next Environmental Committee Meeting will be March 27, 2024. Recording secretary will be Dave Huyett.

The deadline for the May/June Village Voice is April 5, 2024.

The guest speaker lineup is as follows: March - Jamie Green, Plug-In KC. April – Johnson County Commissioner Becky Fast, landfill capacity and waste diversion initiatives. Gayle Bergman with Overland Park may be willing to present on Overland Park environmental initiatives.

**Adjourn:** Johanna made a motion to adjourn the meeting. Penny seconded the motion. All in favor. The meeting adjourned at 7:08.

# THE CITY OF PRAIRIE VILLAGE

## STAR OF KANSAS

**DATE:** March 25, 2024

**TO:** Mayor Mikkelson  
City Council

**FROM:** Wes Jordan 

**SUBJECT:** APRIL PLAN OF ACTION

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

- Teen Council Graduation - Meghan (04/24)
- Insurance Renewal Presentation - Jason (04/24)
- Summer Tennis Programs & Registration - Meghan (04/24)
- 2025 Budget Process - Staff (04/24)
  - Department Budget Reviews by Line Item - Dept. Heads
  - Equipment Reserve Fund - Dept. Heads
  - Healthcare/Benefit Costs - Cindy/Tim
  - Merit Pool - Staff
- Seven Days Proclamation - Meghan (04/24)
- May/June Village Voice - Ashley (04/24)
- Community Center Public Engagement Meeting #2 - Staff (04/24)
- Public Defender Contract - Tim/Deana (04/24)
- Zoning Code Update Process in R-2/R-3/R-4/Commercial - Nickie/Chris (04/24)
- 2024 Building Code Review Process - Nickie (04/24)

### In Progress

- Non-selected Committee Applications to Council - Adam (03/24)
- Spring Foundation Board Meeting/annual charitable giving - Meghan (03/24)
- 2025 Budget Process - Staff (03/24)
  - Committee Funding Requests
  - Decision Packages
  - Insurance Cost Assumptions
  - Personnel Assumptions
  - Use of TGT Funds
  - Preliminary Revenue Estimates Report
- Community Input Session #2/Community Center - Staff (03/24)
- Update City Employees Code of Ethics - Cindy/Tim (03/24)
- Large Item Pickup Coordination/Promotion - Ashley (03/24)

- Sleepyhead Mattress Recycling
- New Committee Member Orientation - Staff/Committee Chairs (03/24)
  - Waiver Form
  - Code of Conduct
  - Video of CP-001
  - Video of KORA Requirements
  - Website Update
- 2023 Financial Audit (03/24)
- Pool Open Planning and Preparation - Meghan (03/24)
- Annual Committee Member Training - Adam/Meghan (02/24)
- Preparing Annual Police Pension Statements - Cindy (02/24)
- Lifeguard and Pool Operational Staff Hiring - Meghan (01/24)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Project Updates and Cleanup to Website - Staff (08/23)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)
- Short Term Rental Update - Nickie/Chris (05/23)
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
- Recycle Right Initiative - Ashley/Adam (07/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Agenda Management Software Evaluation - Adam/Ashley (12/21)
- American Rescue Plan Act Fund Uses & Expiration - Staff (04/21)
- Research Viability of Interior Rental Inspections - Nickie (06/19)

### Completed

- 2023 Audit Preparation - Jason (02/24)
- Park Sign Replacement and Branding Process - Melissa (09/22)
- 2023 Annual Report - Ashley (11/23)
- Annual Community Garden applications/renewals - Ashley (11/23)
- City Hall Construction Public Meeting - Melissa (03/24)
- Insurance Renewal Reports - Staff (03/24)
- Severe Weather Preparedness - Time (03/24)
- Teen Council Presentations - Staff (02/24)
- Annual Health Risk Assessments - Cindy (01/24)
- 4<sup>th</sup> Quarter Financial Report - Jason (01/24)
- Phone System Replacement - IS (11/21)
- NLC Conference Planning - Meghan (01/24)
- Meeting w/ Appraiser - Staff (03/24)
- 2025 Budget Process - Staff (03/24)
  - Council Goals & Objectives
  - Insurance Cost Assumptions

### Ongoing

- KERMIDA Sustainability Program Implementation - Meghan/Ashley (03/23)
- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Community Center Project - Staff

### Tabled initiatives

- Pool Mural Project - Meghan (04/21) [placed on hold until the Community Center is decided upon]
- Review & Update the City Code/Ordinances
- Review & update City Policies
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]