

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, May 20, 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

Dominic Tutera – The Village at Mission senior living center update

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on May 20. 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 – May 6, 2024
2. Consider approval of expenditure ordinance #3038
3. Consider appointment of youth representative to the Environmental Committee
4. Consider an ordinance approving the Juneteenth Freedom Celebration event as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area of the event
5. Consider requests for alcoholic beverage waiver for Harmon Park for the Juneteenth Freedom Celebration
6. Consider design agreement with Olsson for the design of the 2024 drainage

program (DRAIN-24X)

7. Consider interlocal agreement with the City of Mission for design of 63rd Street from Roe Avenue to Nall Avenue (2025 CARS project)
8. Consider interlocal agreement with the City of Mission for Roe Avenue from north city limit to 63rd Street

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

CFD#2 update – Chief Steve Chick

XII. OLD BUSINESS

XIII. NEW BUSINESS

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

Community center update
Keith Bredehoeft / Mark Neibling, BNIM

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.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
MAY 6, 2024**

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

ROLL CALL

Roll was called by the City Clerk with the following councilmembers in attendance: Terry O'Toole, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, 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; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Gallagher made a motion to approve the agenda as presented. The motion was seconded by Mr. Reddell and passed 10-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Mr. Agniel read a proclamation declaring May as National Tennis Month in Prairie Village. Rebecca Axelrod, Executive Director of the USTA Heart of America, spoke about the increasing popularity of tennis both locally and nationally.
- Ms. Nguyen read a proclamation declaring May as Asian American, Native Hawaiian and Pacific Islander Heritage Month in Prairie Village.

PUBLIC PARTICIPATION

- Tom Clough, 8510 Delmar Lane, spoke about his concerns with the proposed zoning code updates, specifically that there was a lack of clarity regarding specific changes.
- Kathleen Kouba, 7633 Chadwick, expressed concerns about property tax rates.



PRAIRIE VILLAGE KANSAS

- Pam Justus, 7637 Chadwick, shared her opposition to proposed zoning code updates.
- Anna Gepson, 5313 W. 70th Street, stated her opposition to short-term rentals in the City.
- Leon Patton, Ward 5, provided thoughts on the Meadowbrook development and MXD zoning districts.
- Brooke Moorehead, Ward 4, asked that more time be given to consider the proposed changes to zoning regulations.

CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes - April 15, 2024
2. Consider design agreement with Affinis Corporation for design of the 2024 residential street program (PAVP2024)
3. Consider approval of contract with Kansas Heavy Construction for the 2024 concrete repair program (CONC2024)
4. Consider approval of contract with Superior Bowen for the 2024 street repair program (P5001)
5. Consider award of contract with Vance Brothers, Inc, for the 2024 crack seal/micro surfacing program

Mr. Graves made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": O'Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Reddell, Graves, Gallagher. The motion passed 10-0.

COMMITTEE REPORTS

- Mr. Nelson noted that the Arts Council's "Art of Photography" exhibit was on display at City Hall, and that an artist reception would be held on May 8.

MAYOR'S REPORT

- The Mayor noted the following events that had taken place since the previous council meeting:
 - An Arbor Day event at Wassmer Park at which a tree was planted in memory of Dennis Patton
 - A Johnson County/Wyandotte County Mayors group meeting with Kansas City, MO Mayor Quinton Lucas
 - A meeting with Johnson County Commission Chair Mike Kelly
 - A meeting with the Tutera Group
- The Mayor shared the following upcoming events:



PRAIRIE VILLAGE
KANSAS

- A new restaurant, Bamboo Penny's, opening in the old Blue Moose/Gravity space in the Prairie Village Shopping Center
- A meeting with First Washington, owner of the Prairie Village and Corinth shopping centers
- A Northeast Johnson County Chamber of Commerce leadership academy graduation ceremony on May 15
- A pancake breakfast fundraiser put on by Consolidated Fire District #2 on May 18
- The annual Prairie Village Art Fair at the Prairie Village Shopping Center, May 31 - June 2
- The Mayor stated that Shawnee Mission East High School had been ranked the third-best high school in the state of Kansas by U.S. News and World Report
- The Mayor read a letter from the Mayor of Dolyna, Ukraine, Prairie Village's sister city.

STAFF REPORTS

- Mr. Aggen gave a presentation on the Kansas Open Meetings Act, and what elected officials needed to do in order to meet its requirements.
- Chief Roberson said that a peace officers' memorial ceremony would be held on May 15 at 7:30 a.m.
- Mr. Jordan stated that an update on the proposed community center would be presented at the May 20 Council meeting. He also noted that the land on which Shaffer Park was located would be transferred from Johnson County to the City. The proposal would be presented to the Council on an upcoming agenda.

OLD BUSINESS

None.

NEW BUSINESS

COU2024-35 Consider installation of a speed table on Homestead Court

Mr. Bredehoeft stated that Homestead Court had been created as a City street in 2018 when the Homestead Country Club sold the eastern portion of its property. The new cul-de-sac created eleven new residential lots, 10 of which had been fully built or were currently under construction. He noted that the cul-de-sac, with the country club at one end, was a unique street in the City, and that due to the speed and number of vehicles traveling to and from the club, residents had asked for traffic calming measures to be installed.



Mr. Bredehoeft said that traffic data did not meet the City’s requirements for traffic calming measures, even though the amount of traffic was much higher than other cul-de-sacs in the City. Residents asked the City to consider adding one speed table, which was discussed with Ward 1 Council Members Cole Robinson and Terry O’Toole. Public Works surveyed residents as well as the country club, and 100% favored the addition of the speed table. The installation cost, including signage and pavement markings, would total approximately \$15,000, and could be completed prior to the end of May.

Ms. Selders expressed concern that making an exception to install traffic calming measures on a street that did not meet the City’s criteria could set a precedent for traffic concerns in other areas.

Mr. O’Toole stated that there was a significant amount of pedestrian traffic in the cul-de-sac during the summer months, particularly by children walking to and from the country club’s pool. He noted that the unique situation on the street was the impetus for residents’ concerns.

Mr. Reddell made a motion to approve the installation of a speed table on Homestead Court as recommended. The motion was seconded by Mr. O’Toole.

After further discussion, Mr. Dave Robinson made a motion to amend the original motion to include a reduction of the speed limit at the discretion of the police department on Homestead Court. Mr. Nelson seconded the motion, which passed 10-0.

The original motion as amended passed 10-0.

COU2024-36 Consider approval of construction contract with JM Fahey to the 2023 CARS project - Nall Avenue from 67th Street to 75th Street (NAAV0005)

Ms. Prenger said that the project would consist of the mill and overlay of Nall Avenue from 67th Street to 75th Street with curb replacement, sidewalk repairs and a new signal installed at 75th and Nall. The roadway would also be reconfigured from a four-lane road to a three-lane road, with the addition of bike lanes.

Four acceptable bids were received:

- JM Fahey Construction Co \$2,774,954.00
- Superior Bowen Asphalt Co \$3,049,820.05
- Kansas Heavy Construction \$3,167,237.70
- Mega KC \$4,096,400.00
- Engineer’s Estimate \$3,139,912.00



Ms. Prenger stated that the contract would be awarded for \$2,774,954.00, with change order authorization up to an additional \$50,000 to allow for the quick approval of possible modifications required to complete the project.

Mr. Gallagher made a motion to approve the construction contract with JM Fahey Construction Company for the 2023 CARS Project Nall Avenue from 67th Street to 75th Street for \$2,774,954.00. The motion was seconded by Mr. Nelson and passed 10-0.

COU2024-37 Consider approval of construction contract with Superior Bowen for the 2024 residential street rehabilitation program (PAVP2024)

Ms. Prenger said that the project would address several streets throughout the City, and include new curbs and gutters, sidewalks, and an asphalt mill and overlay. Staff reviewed the bid proposal submitted for the program and agreed to the proposed unit pricing based on established bids from neighboring communities for projects of similar nature. Additionally, staff compared prices from last year and noted an acceptable increase in overall project costs given recent rates of inflation.

Ms. Prenger stated that the contract would be awarded for \$3,060,000.00, with change order authorization up to an additional \$200,000 to allow for the quick approval of possible changes required to complete the project.

Mr. Gallagher made a motion to approve the construction contract with Superior Bowen for the 2024 residential street rehabilitation program for \$3,060,000.00. The motion was seconded by Mr. Nelson and passed 10-0.

Mr. Nelson made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. O'Toole and passed 10-0.

COUNCIL COMMITTEE OF THE WHOLE

2025 Capital Infrastructure Program budget presentation

Ms. Prenger gave a presentation on the following items:

- Infrastructure condition
- Park funding
- Drainage funding
- Street funding
- Building funding



- Sidewalk and curb funding

Mr. Gallagher noted that he had submitted a decision package to increase funding for road maintenance by \$300,000. He asked if that amount would have a significant impact on the condition of City roads, and if the additional workload could be handled by staff. Ms. Prenger said that she felt the \$3.5 million already dedicated to road work required the maximum amount of available staff time, and that if additional funding were needed, Public Works would request it.

Mayor Mikkelson asked if any grant funding was available to help pay for the planned electric vehicle charging station at Wassmer Park. Mr. Bredehoeft said that grant money would be covering approximately 90% of the cost, leaving the City to pay the remaining 10%, for a total cost of roughly \$10,000.00.

Short-term rental discussion

Ms. Lee said that the Council held a work session on April 24, 2023, to discuss next steps in the housing discussion related to the R-1 zoning areas. At the work session, Council completed a prioritization exercise to provide staff direction for which areas to address first. The top two results were updating neighborhood design guidelines and researching further regulations and/or fees for short-term rentals.

Ms. Lee stated that short-term rentals, such as Airbnb and VRBO, were required to obtain a rental license to operate in the City. She noted that the rental license process for both long-term and short-term rentals was the same: licenses must be renewed annually for \$77, and properties must pass an annual exterior inspection to ensure compliance with the property maintenance code. Additionally, properties owned by an individual or corporation outside of Johnson County must identify a local resident agent or manager. Of the 833 active or pending rental licenses in the City, an estimated 30 were short-term rentals.

Ms. Lee noted that surrounding cities handled short-term rentals in a variety of ways:

- Short-term rentals treated the same as long-term rentals (Lenexa, Mission)
- Rental periods must be for a minimum of 30 days (Leawood, Mission Hills)
- Stricter license requirements and/or additional measures, including notifying neighbors, limiting number of guests, and posting rules of conduct (Fairway, Merriam, Roeland Park)

Ms. Lee said that private property rights, limitations on punitive measures, and the ability to successfully locate short-term rentals were important issues to be considered, and that any additional regulations would need to be legally defensible and enforceable. Further, there was discussion at the work session about whether the “transient guest tax” should be charged and collected on rental properties. Currently, the City only collected transient guest taxes from the Meadowbrook Inn.



Mr. Reddell suggested that short-term rental licenses could be issued for a certain number of days per calendar year, so that a home could be used as a short-term rental for a specific period of time annually (i.e., 30 days, 60 days, etc.)

Ms. Selders stated that she believed short-term rentals should be banned in the City entirely.

Mr. Gallagher, Ms. Sharp, and Mr. Graves stated that they would be in favor of requiring a minimum rental period of 30 days for all rentals.

Mayor Mikkelson asked if there were any legal restrictions that could prevent the City from implementing stricter regulations on rental properties. Mr. Aggen said that he had begun researching the topic and had not found any established case law in Kansas stating whether or not a ban on short-term rentals could be applied.

Ms. Selders made a motion to move toward an outright ban on short-term rentals, and establish penalties for property owners who violate the ban. The motion was seconded by Ms. Sharp.

After further discussion, Ms. Selders withdrew her motion.

With the consensus of the Committee being that rentals be limited to a minimum of 30 days, Mr. Jordan said staff would begin researching potential changes and provide information at a future Council meeting.

Ms. Sharp moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed 10-0.

EXECUTIVE SESSION

At 9:20 p.m., Mr. Dave Robinson made the following motion:

"I am preparing to make two separate motions to recess into executive session. The distinction is based on the difference in the composition of staff members who can assist in providing essential information for one subject compared to another.

I move the City Council recess into a first executive session for a period of 20 minutes on the subject of a preliminary discussion of the acquisition of real property, pursuant to K.S.A. 75-4319(b)(6). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrator, Finance Director, Public Works Director, City Engineer, and City Attorney will be present. The first executive session will conclude at 9:40 p.m., at



which time the Finance Director, City Engineer, and Public Works Director will be excused from the executive session.”

The motion was seconded by Mr. O’Toole and passed 10-0.

Mr. Robinson then made the following motion:

Further, I move the City Council recess into a second executive session at the conclusion of the first executive session, for a period of 30 minutes on the subject of consultations with the City Attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrator, and City Attorney will be present. At the conclusion of both executive sessions, the open meeting will resume at 10:10 p.m.

The motion was seconded by Mr. O’Toole and passed 10-0.

The open meeting resumed at 10:12 p.m.

At 10:13 p.m., Mr. Dave Robinson made the following motion:

I move to continue the first executive session for a period of 15 minutes on the subject of a preliminary discussion of the acquisition of real property, pursuant to K.S.A. 75-4319(b)(6). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrator, Finance Director, Public Works Director, City Engineer, and City Attorney will be present. The first executive session will conclude at 10:28 p.m., at which time the Finance Director, City Engineer, and Public Works Director will be excused from the executive session.”

The motion was seconded by Mr. Reddell and passed 10-0.

Mr. Robinson then made the following motion:

Further, I move to continue the second executive session at the conclusion of the first executive session, for a period of 15 minutes on the subject of consultations with the City Attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319(b)(2). The Governing Body, City Administrator, Deputy City Administrator, Assistant City Administrator, and City Attorney will be present. At the conclusion of both executive sessions, the open meeting will resume at 10:43 p.m.

The motion was seconded by Mr. Reddell and passed 10-0.

The open meeting resumed at 10:43 p.m.

ANNOUNCEMENTS



Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 10:44 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

May 20, 2024

Copy of Ordinance
3038

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

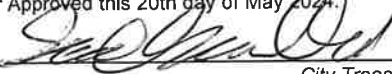
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
30475-30490	4/5/2024	8,653.09	
30491-30552	4/12/2024	1,338,418.14	
30553-30566	4/19/2024	26,307.38	
30663	4/29/2024	838.75	
Payroll Expenditures			
4/5/2024		434,074.94	
4/19/2024		427,976.55	
Electronic Payments			
Electronic Pmnts	4/1/2024	2,551.99	
	4/2/2024	56,002.26	
	4/10/2024	5,162.84	
	4/12/2024	1.81	
	4/29/2024	10,253.75	
	4/30/2024	6,129.49	
TOTAL EXPENDITURES:			2,316,370.99
Voided Checks	Check #	(Amount)	
Kansas Golf and Turf Inc.	30530	(115.72)	
TOTAL VOIDED CHECKS:			(115.72)
GRAND TOTAL CLAIMS ORDINANCE			2,316,255.27

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

Passed this 20th day of May 2024.

Signed or Approved this 20th day of May 2024:

ATTEST: 
City Treasurer

ATTEST: 
Finance Director

Payroll Date:	4/5/2024
Total Amount ADP Debited From PV Accounts	\$ 349,969.69
M,N-(K) KPERS Employer	\$ 22,900.38
(K) KPERS Employee	\$ 13,391.98
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 172.59
M,N-(L) 457ER Employer	\$ 20,107.18
(L) DC457 Employee Contribution	\$ 14,029.18
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 7,088.12
(P) POLPEN Police Pension Employee	\$ 5,003.08
	<u>\$ 434,074.94</u>

Payroll Date:	4/19/2024
Total Amount ADP Debited From PV Accounts	\$ 345,883.26
M,N-(K) KPERS Employer	\$ 22,253.83
(K) KPERS Employee	\$ 13,013.85
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 172.59
M,N-(L) 457ER Employer	\$ 19,556.30
(L) DC457 Employee Contribution	\$ 13,621.25
(LI) CITYPD Employer Contribution	\$ 1,412.74
(457) Roth Employee Contribution	\$ 6,956.58
(P) POLPEN Police Pension Employee	\$ 5,106.15
	<u>\$ 427,976.55</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>

Accounts Payable

Checks by Date - Summary by Check Date

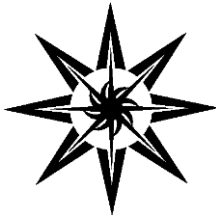


PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	841	Elavon	04/01/2024	0.00	90.12
ACH	841	Elavon	04/01/2024	0.00	502.78
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	04/01/2024	0.00	1,959.09
Total for 4/1/2024:				0.00	2,551.99
ACH	311	ADP Electronic Debit	04/02/2024	0.00	6,014.81
ACH	9	Everyg - KCPL - ACH	04/02/2024	0.00	44.46
ACH	945	UMB Bank ACH	04/02/2024	0.00	49,942.99
Total for 4/2/2024:				0.00	56,002.26
30475	3380	All Copy Products Inc	04/05/2024	0.00	230.05
30476	2311	Boelte-Hall LLC	04/05/2024	0.00	353.07
30477	3759	Charter Communications Holdings, LLC	04/05/2024	0.00	252.96
30478	442	City Attorney Association of Kansas	04/05/2024	0.00	35.00
30479	3568	Consolidated Fire District 2	04/05/2024	0.00	375.00
30480	2176	EE Reimbursement	04/05/2024	0.00	117.00
30481	2898	Everyg - KCPL	04/05/2024	0.00	206.94
30482	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	04/05/2024	0.00	180.00
30483	3777	Geoffrey Green	04/05/2024	0.00	784.00
30484	2988	Inga Selders, Councilmember Ward 2	04/05/2024	0.00	159.94
30485	2994	Stuart J Little	04/05/2024	0.00	3,125.00
30486	3776	Keiko Smith	04/05/2024	0.00	1,120.83
30487	72	Staples Business Advantage	04/05/2024	0.00	130.27
30488	1042	Verizon Wireless	04/05/2024	0.00	1,029.29
30489	111	WaterOne	04/05/2024	0.00	53.74
30490	3774	Lauren Mary Weege	04/05/2024	0.00	500.00
Total for 4/5/2024:				0.00	8,653.09
ACH	1248	Bluefin Payment Systems	04/10/2024	0.00	61.90
ACH	9	Everyg - KCPL - ACH	04/10/2024	0.00	4,442.30
ACH	945	UMB Bank ACH	04/10/2024	0.00	658.64
Total for 4/10/2024:				0.00	5,162.84
ACH	310	Kansas Department of Revenue - "online pa	04/12/2024	0.00	1.81
30491	3717	ADA Enterprises Inc	04/12/2024	0.00	2,716.50
30492	2265	All City Management Services Inc	04/12/2024	0.00	2,318.40
30493	2392	Allegiant Networks LLC	04/12/2024	0.00	2,210.27
30494	2330	Allied Services LLC	04/12/2024	0.00	170,684.91
30495	3205	American Messaging Services LLC	04/12/2024	0.00	37.74
30496	534	Arbor Masters Tree & Landscape	04/12/2024	0.00	5,970.00
30497	1618	Arrowhead Scientific Inc	04/12/2024	0.00	74.00
30498	428	Camp David Inc	04/12/2024	0.00	415.00

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
30499	3110	City Wide Maintenance Company Inc	04/12/2024		0.00	12,235.00
30500	2512	Clark Enersen Partners Inc	04/12/2024		0.00	60,000.00
30501	171	Clark's Tool and Equipment	04/12/2024		0.00	671.83
30502	367	Croft Trailer Supply Inc	04/12/2024		0.00	109.43
30503	2024	Custom Lighting Services LLC	04/12/2024		0.00	6,420.00
30504	3523	Daikin TMI LLC	04/12/2024		0.00	860.00
30505	158	Delta Dental of Kansas	04/12/2024		0.00	6,045.94
30506	245	Easy Ice LLC	04/12/2024		0.00	320.46
30507	130	EE Reimbursement	04/12/2024		0.00	48.00
30508	1401	EE Reimbursement	04/12/2024		0.00	48.00
30509	3099	EE Reimbursement	04/12/2024		0.00	48.00
30510	851	EE Reimbursement	04/12/2024		0.00	500.00
30511	121	EE Reimbursement.	04/12/2024		0.00	61.00
30512	2980	Enterprise FM Trust	04/12/2024		0.00	16,425.46
30513	2666	Fiber Platform LLC	04/12/2024		0.00	700.00
30514	88	First Call	04/12/2024		0.00	353.01
30515	3314	GJO Holdings INC	04/12/2024		0.00	5,474.00
30516	1898	Global Retail Investors LLC	04/12/2024		0.00	225,000.00
30517	1899	Global Retail Investors LLC	04/12/2024		0.00	225,000.00
30518	86	Goodyear Auto Service Center	04/12/2024		0.00	636.00
30519	1886	GPS Insight LLC	04/12/2024		0.00	1,293.60
30520	2877	Granicus LLC	04/12/2024		0.00	11,419.69
30521	1381	Great Plains Soc Prevention of Cruelty Anni	04/12/2024		0.00	485.00
30522	384	GT Distributors	04/12/2024		0.00	110.53
30523	2129	Imaging Office Systems Inc	04/12/2024		0.00	135.19
30524	2723	Insight Public Sector Inc	04/12/2024		0.00	2,374.66
30525	2316	Integrity Locating Services LLC	04/12/2024		0.00	4,117.00
30526	3472	J Webb Inc	04/12/2024		0.00	3,297.50
30527	3732	K&M Office Products Inc	04/12/2024		0.00	832.05
30528	3374	Kansas Department of Revenue	04/12/2024		0.00	375.00
30529	41	Kansas Gas Service	04/12/2024		0.00	769.45
30530	2321	Kansas Golf and Turf Inc	04/12/2024	VOID	115.72	0.00
30531	2335	Kansas One-Call System Inc	04/12/2024		0.00	518.40
30532	1168	Kaw Valley Engineering Inc	04/12/2024		0.00	225.00
30533	97	Lawrence Pest Control Company Inc	04/12/2024		0.00	360.00
30534	375	League of Kansas Municipalities	04/12/2024		0.00	561.66
30535	858	Lenexa City Of	04/12/2024		0.00	1,160.81
30536	3302	Linde Gas & Equipment inc	04/12/2024		0.00	235.19
30537	814	NGLIC National Guardian Life Insurance C	04/12/2024		0.00	897.27
30538	25	Office Depot	04/12/2024		0.00	87.85
30539	1848	Olathe Ford Sales	04/12/2024		0.00	70,790.00
30540	27	Overland Park City Of Attn: Finance	04/12/2024		0.00	5,019.54
30541	260	Prairie Village City Of	04/12/2024		0.00	32,293.56
30542	2744	Pro Circuit Inc	04/12/2024		0.00	1,507.79
30543	3775	Michele Souder	04/12/2024		0.00	121.97
30544	160	Standard Insurance Company-Div 0001 Lis	04/12/2024		0.00	3,540.70
30545	72	Staples Business Advantage	04/12/2024		0.00	48.64
30546	1082	Syn-Tech Systems Inc	04/12/2024		0.00	550.00
30547	3103	TWAS Topco LP	04/12/2024		0.00	216.00
30548	2047	United Rentals (North America) Inc	04/12/2024		0.00	412.00
30549	2820	V F Anderson Builders LLC	04/12/2024		0.00	437,470.05
30550	1042	Verizon Wireless	04/12/2024		0.00	2,102.60
30551	3515	Wasabi Technologies	04/12/2024		0.00	8,493.71
30552	111	WaterOne	04/12/2024		0.00	1,097.06
Total for 4/12/2024:					115.72	1,338,304.23

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
30553	3380	All Copy Products Inc	04/19/2024	0.00	295.95
30554	2392	Allegiant Networks LLC	04/19/2024	0.00	445.20
30555	2311	Boelte-Hall LLC	04/19/2024	0.00	1,050.98
30556	3574	EasyVista Inc	04/19/2024	0.00	7,970.00
30557	3763	Hunter Law Group, P.A.	04/19/2024	0.00	5,335.00
30558	2723	Insight Public Sector Inc	04/19/2024	0.00	6,445.30
30559	84	Johnson County Wastewater	04/19/2024	0.00	194.01
30560	489	Kansas City Junior tennis League	04/19/2024	0.00	300.00
30561	213	Legal Record	04/19/2024	0.00	28.79
30562	1605	Daniel R Mapes	04/19/2024	0.00	330.00
30563	25	Office Depot	04/19/2024	0.00	55.46
30564	3435	Spencer Fane LLP	04/19/2024	0.00	2,773.50
30565	439	Sysco of Kansas City	04/19/2024	0.00	916.32
30566	3782	Josh Taylor	04/19/2024	0.00	166.87
Total for 4/19/2024:				0.00	26,307.38
ACH	9	Everyg - KCPL - ACH	04/29/2024	0.00	10,253.75
30663	2976	EE Reimbursement	04/29/2024	0.00	838.75
Total for 4/29/2024:				0.00	11,092.50
ACH	311	ADP Electronic Debit	04/30/2024	0.00	6,129.49
Total for 4/30/2024:				0.00	6,129.49
Report Total (105 checks):				115.72	1,454,203.78



MAYOR

**Council Meeting Date: May 20, 2024
CONSENT AGENDA**

Consider appointment of a youth representative to the Environmental Committee

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Brynn Bettenhausen as a youth representative to the Environmental Committee

BACKGROUND

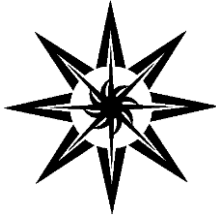
Council Policy 001 allows for youth representatives to be appointed to City Committees for one-year terms.

Ms. Bettenhausen completed a one-year term on the City of Prairie Village Youth Council and desires to remain involved with the City. She is a student at Shawnee Mission East and participates in debate, SHARE, and the environmental club.

PREPARED BY

Meghan Boom
Assistant City Administrator

Date: May 15, 2024



ADMINISTRATION

City Council Date: May 20, 2024
CONSENT AGENDA

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

RECOMMENDATION:

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

SUGGESTED MOTION:

I move the City Council authorize the Mayor to execute Ordinance No. 2494 approving Juneteenth as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within public areas of the event.

DISCUSSION:

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

The Juneteenth Committee requests that the City approve Juneteenth on Saturday, June 15, 2024, as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

ATTACHMENTS:

Draft Ordinance No. 2494
Map

PREPARED BY:

Adam Geffert
City Clerk

Date: May 14, 2024

ORDINANCE NO. 2494

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

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

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

Section 2. In accordance with such authority, the City approves Juneteenth as a special event to be held at Harmon Park on June 15, 2024.

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

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

Section 5. Event attendees may buy, possess, and consume alcoholic liquor and cereal malt beverages within the area on June 15, 2024.

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

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 20th DAY OF MAY 2024.

CITY OF PRAIRIE VILLAGE, KANSAS

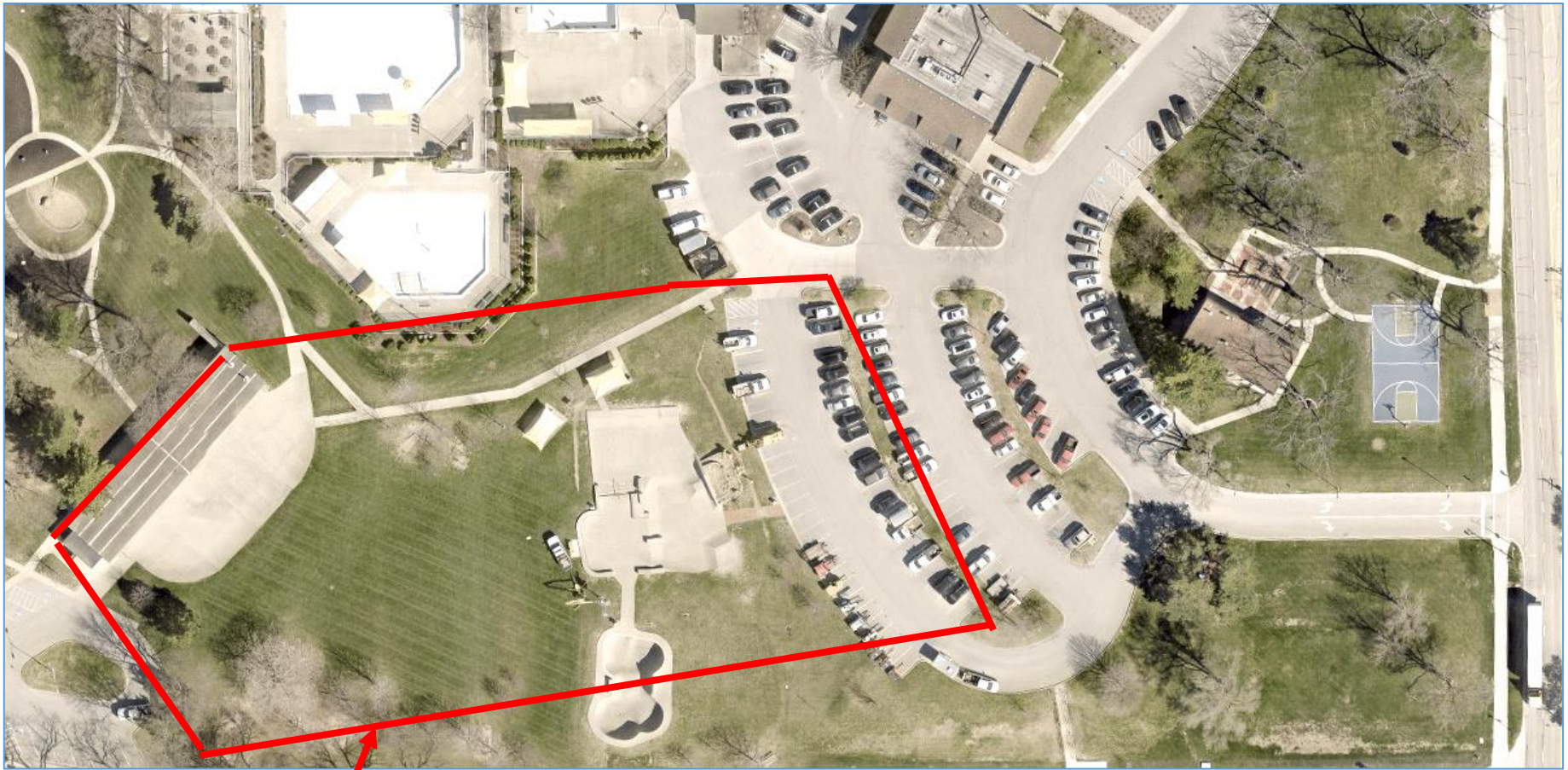
Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

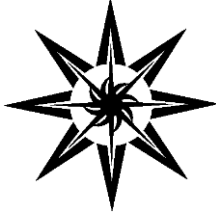
Adam Geffert
City Clerk

Alex Aggen
City Attorney



Alcohol Permit Area

Barricades, signs, and/or barrier tape will be used for boundary lines.



Consider request for Alcoholic Beverage Waivers for Harmon Park for the Juneteenth Freedom Celebration.

RECOMMENDATION

Recommend the City Council approve applications for alcoholic beverage waivers to allow the serving of alcoholic beverages at Harmon Park on Saturday, June 15, 2024, in conjunction with the Juneteenth Freedom Celebration contingent upon receipt of temporary permits for this event issued by the State Alcoholic Beverage Control Division to the alcoholic beverage providers designated in the applications.

BACKGROUND

Section 12-110 of the City Code generally prohibits the consumption of alcoholic liquor or cereal malt beverages in City parks. By Ordinance 2011, adopted in 2001, the City allows the sale and consumption of alcoholic liquor and/or cereal malt beverages in Harmon Park, for certain City approved functions which are sponsored by the City, as long as the “applicant” obtains prior approval by the governing body, and the state required permit allowing alcoholic beverages to be served at the special event has been obtained. The applicant is also required to comply with local and state laws governing the sale and consumption of alcoholic beverages. The City will provide appropriate security measures for the event.

The Prairie Village Diversity Committee is sponsoring the Juneteenth Freedom Celebration on Saturday, June 15, 2024, in areas of the municipal campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The consumption area will be defined by barricades, signage, and/or barrier tape/rope. Police will be on the grounds during the event. The alcohol beverages will be served under the vendors’ alcohol permits issued by the State Alcoholic Beverage Control Division.

The event is sponsored by the Diversity Committee (City). The committee, on behalf of the vendors, (Thirsty Chariot and Brain Freeze) are requesting the waiver from the City Council. The City is insured for this event, and vendors will provide a certificate of insurance naming the City as an additional insured for this event. The waiver is also conditioned upon the issuance of temporary permits by the State Alcoholic Beverage Control Division to Thirsty Chariot and Brain Freeze.

ATTACHMENTS

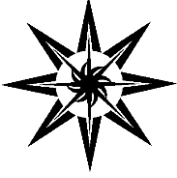
Applications for Alcoholic Beverage Waivers

PREPARED BY

Adam Geffert
City Clerk

Date

May 15, 2024



**APPLICATION FOR ALCOHOLIC BEVERAGE
WAIVER FOR HARMON PARK
City of Prairie Village, Kansas**

1. Date/Time Application Filed _____

2. Name/Date/Time of the Event Juneteenth Celebration, 6/15/24, 4:00 – 7:00 p.m.

Section 12-110 of the City Code provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Alcoholic Beverage Provider The Thirsty Chariot

Address 399 N. 130th Street #9062, Bonner Springs, KS

Daytime Phone 913-347-3104

Does the Alcoholic Beverage Provider have a License from the State of Kansas to serve alcoholic beverage?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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License Number:

Registered to do business in the State of Kansas?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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4. Name of Sponsoring Organization/Applicant Prairie Village Diversity Committee

Address 7700 Mission Road, Prairie Village, KS 66208

Phone 913-381-6464

What measures will be taken to provide security to insure health & safety during the event?

Defined consumption area with boundaries. Police Officers will be on site.

5. Event Coordinator StandUp for Black Lives + PV

6. Service Location Harmon Park, Prairie Village, KS

7. Total Number of Persons Estimated 150

8. Liability Insurance Information – The Alcoholic Beverage Provider and the Applicant shall provide evidence of general liability insurance naming the City as an additional insured as a condition to approval of this Alcoholic Beverage Waiver.
9. Applicant agrees to release, indemnify, hold harmless and defend the City of Prairie Village, Kansas and its’ officials and representatives from any claims arising out of the above stated event.

Signature of applicant	Title/Date
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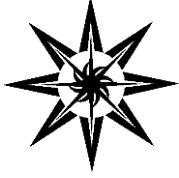
10. The Applicant or the Alcoholic Beverage Provider shall provide evidence of the issuance of a Temporary Permit by the Kansas Department of Revenue, Alcoholic Beverage Control Division, for the event described in this Application as a condition to approval of the Alcoholic Beverage Waiver.

Application for this Alcoholic Beverage Waiver is:

Approved ___ Disapproved ___

Mayor Eric Mikkelson	City Clerk – Adam Geffert
Date	Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.



**APPLICATION FOR ALCOHOLIC BEVERAGE
WAIVER FOR HARMON PARK
City of Prairie Village, Kansas**

1. Date/Time Application Filed _____

2. Name/Date/Time of the Event Juneteenth Celebration, 6/15/24, 4:00 – 7:00 p.m.

Section 12-110 of the City Code provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Alcoholic Beverage Provider Brain Freeze Daquiri Shop

Address 1523 E. 23rd Street, Lawrence, KS 66046

Daytime Phone 816-805-4320

Does the Alcoholic Beverage Provider have a License from the State of Kansas to serve alcoholic beverage? Yes No

License Number:

Registered to do business in the State of Kansas? Yes No

4. Name of Sponsoring Organization/Applicant Prairie Village Diversity Committee

Address 7700 Mission Road, Prairie Village, KS 66208

Phone 913-381-6464

What measures will be taken to provide security to insure health & safety during the event?

Defined consumption area with boundaries. Police Officers will be on site.

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9. Applicant agrees to release, indemnify, hold harmless and defend the City of Prairie Village, Kansas and its’ officials and representatives from any claims arising out of the above stated event.

Signature of applicant	Title/Date
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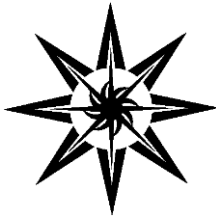
10. The Applicant or the Alcoholic Beverage Provider shall provide evidence of the issuance of a Temporary Permit by the Kansas Department of Revenue, Alcoholic Beverage Control Division, for the event described in this Application as a condition to approval of the Alcoholic Beverage Waiver.

Application for this Alcoholic Beverage Waiver is:

Approved ____ Disapproved ____

Mayor Eric Mikkelson	City Clerk – Adam Geffert
Date	Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 20, 2024
CONSENT AGENDA

CONSIDER DESIGN AGREEMENT WITH OLSSON FOR THE DESIGN OF THE 2024 DRAINAGE PROGRAM (DRAIN-24X)

RECOMMENDATION

Move to approve the design agreement with Olsson for the design of the 2024 Drainage Program in the amount of \$170,820.00.

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 consisted 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. The selection committee consisted of members of the Governing Body, Councilmembers D. Robinson and O'Toole along with staff. Olsson was selected as the City's design consultant for the drainage program from the 2 firms interviewed.

This agreement is for the design of the 2024 Drainage Program. Construction is anticipated to begin in the fall of 2024.

This project consists of stormwater pipe and concrete channel replacements in various locations throughout the city. This agreement also includes concept design and planning for future projects to help plan the five-year CIP drainage plan.

FUNDING SOURCE

CIP Funding is available for design in the capital project: DRAIN-24X.

ATTACHMENTS

Design Agreement with Olsson

PREPARED BY

Cliff Speegle, Senior Project Manager

May 10, 2024



AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

DRAIN24X- 2024 DRAINAGE REPAIR PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and Olsson, a corporation with offices at 7301 W 133rd Street, Suite 200, Overland Park, KS, 66213, 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 2024 Drainage Repair Program, 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 stormwater improvements throughout the city as part of the Drainage Program.
- B. City Representative** The City has designated, Clifton Speegle, Public Works Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. 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:

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 in Exhibit A.

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 within 3 months from notice to proceed.

Article V Compensation

- A. **Maximum Compensation** The City agrees to pay the Consultant as maximum compensation of \$170,820.00 as defined in Exhibit B for the scope of services.
- 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. Notwithstanding the foregoing, Consultant shall be permitted to maintain through its insurance programs a retention of \$500,000.00.
 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 and Workers' Compensation 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 item 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

ATTEST:

Adam Geffert, City Clerk

Consultant:

Consultant Firm

By _____

Address for giving notices:

Olsson
7301 W. 133rd Street
Overland Park, KS 66213

Telephone: 913-381-1170
Email: _____

APPROVED AS TO FORM BY:

Alex Aggen, City Attorney

2024 Drainage Basic Services and Other Matters

Scope of Project:

This project includes evaluation, design, plans, and specifications for the construction for the city of Prairie Village (“city”) 2024 Drainage Project (“project”). This project consists of concept design, erosion repair, channel repair, repair and replacement of storm sewer infrastructure, and emergency repair services at the following locations listed below:

Site 1: 75th and Briar Street – replace roughly 185 linear feet of corrugated metal pipe (CMP), two storm structures, and an end section, and address existing erosion on the downstream end of the pipe.

Site 2a: Concrete Channel between Windsor Park and West 71st Street – repair deteriorated section of existing concrete channel bottom.

Site 2b: Concrete Channel between Tomahawk Road and Lamar Avenue/Colonial Drive – repair deteriorated section of existing concrete channel bottom between AIMS nodes PV20012441 and PV20012568. Existing channel gabion walls will not be repaired.

Site 3: 8208 Rosewood Drive – 18-inch reinforced concrete pipe (RCP) spot repair.

Site 4: Norwood Street north of 75th Place – replace approximately 450 linear feet of 12-inch RCP and two junction boxes with curb inlets.

Site 5: 72nd Street and High Drive – storm sewer capacity analysis and concept design of the backyard drainage system that runs between properties along West 72nd Street and West 71st Terrace.

Site 6: 71st Street Storm Sewer – concept design for the replacement of the metal arch culvert under 71st Street between the open channels on either side.

In addition to these five sites, the city has requested that the scope include a city-wide 5-year system management assessment and an emergency repair phase for 2024.

General Design Requirements

All plan development stages shall be completed no later than the current project schedule (see page 10), exclusive of delays beyond the Olsson’s control. Olsson shall submit to the city progress reports at monthly or at mutually agreed intervals in conformity with the official project schedule.

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design’s road memorandums, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, the City’s Project Procedures Manual, and the current version of the Standard Specifications for State Road and Bridge Construction with Special Provisions

The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the Geologist responsible for the preparation of the geological investigations or studies. Rights of

way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

General Survey Requirements

Vertical Control: Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation on the construction plans.

Horizontal Control: Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section Corners and Quarter Section Corners within the project area and others used for the project control must be located, referenced and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer and city’s project engineer with 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes – Johnson County Control Benchmarks

Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monument.

Task 1. Project Management and Meetings

- 1.1 Pre-Design Meeting: Attend pre-design meeting to review the design criteria for the project.
- 1.2 Develop a design memorandum that documents the applicable design standards and includes a detailed design schedule with the following significant benchmarks. This design memorandum will be reviewed at the pre-design meeting.
 - Survey Complete
 - Preliminary Design Complete
 - Legal descriptions and tract maps
 - Final Design Complete
 - Concept Study Completion
 - 5-Year Capital Improvement Project Plan
 - City progress meetings
 - Utility Coordination Meeting
- 1.3 One design update meeting prior to the completion of preliminary design is assumed. Olsson shall have up to two (2) staff attend.
- 1.4 Field Check Meeting: Attend a field check meeting on-site with city staff following preliminary design to review the preliminary plan submittal and identify potential impacted design elements and other needed design modifications. Olsson shall have up to two (2) staff attend.
- 1.5 Individual Property Owner Meetings: Attend up to 2 (two) on-site meetings with the city and property owners to discuss the construction plans and impacts.

Task 2. Data Collection

2.1 Site Visits

- At the start of the project, Olsson staff will visit all six site locations to observe the existing conditions, take photos, and document features that could be impacted by proposed improvements.

2.2 Field Survey

- Establish land corners, and horizontal and vertical control.
- Field surveys. Olsson will provide the city with survey limits and approximate dates a minimum of 2 weeks prior to survey, so that the city can send letters to notify property owners. Survey includes shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, building corners, etc. to create project mapping.
- Survey existing visible property corners within the identified survey limits boundary for the properties on 75th Street & Briar Street project and include in mapping.
- Topographic survey for 75th Street & Briar Street around the storm sewer replacement, located from 75th Street north between 7429, 7427, and 7525 Briar Street and 4840 75th Street/7416 Roe Avenue.
- Limited survey for the 72nd Street and High Drive location. Limited survey will collect channel flowlines, storm sewer structures rim elevations and flowlines, and storm sewer pipe diameters, materials and flowlines. Topographic data will only be taken as needed based on hydraulic modeling needs. Minimum low openings and low adjacent grades within the project area will be obtained. Full topographic survey is not assumed.
- Contact utilities and field locate horizontal locations of all utilities that respond and mark their facilities. Coordinate and survey pot-hole information for critical vertical utility locations. A maximum of 8 hours is included in the basic scope for pot-hole surveys. If additional time is required, the work will be done under a supplemental agreement.
- Provide field staking for proposed storm sewer structures (as needed) (75th Street & Briar Street only).
- Locate and inventory (species and size) existing tree types and landscape plantings on private property within the project limits (75th Street & Briar Street only)
- Compile project photos of existing conditions (roadway, entrances, monuments, grading, landscaping features, etc.).
- Create survey basemap

2.3 Ownership and abutting property information.

- Obtain titlework for 5 properties for 75th Street and Briar Street and 4 properties for the 72nd Street and High Drive location.
- Produce a boundary survey drawing for the 75th Street & Briar Street location.

Task 3 Preliminary Design Plans**3.1 Produce preliminary plans in GIS for the Sites 2a, 2b, 3 and 4 for-kind replacements**

- Overall locations map (showing where each location is within the city)
- Location number
- Address labels for adjacent properties.
- Approximate location of right-of-way and property boundaries from database information
- Strategy for repair with pipe ID's and structure ID's clearly defined, as well as associated quantities.
- Proposed staging area & access routes for Sites 2a & 2b.
- Approximate restoration repair & restoration quantities.
- Quality control review
- A legend identifying the symbology, scale, and a north arrow.

3.2 Produce preliminary AutoCAD plans for Site 1 in-kind replacements

- Title sheet.
- Legend and abbreviations.
- General notes.
- Proposed staging area & access routes.
- Storm sewer plan & profile (1" = 20' scale plans) (1" = 10' vertical scale profiles) (North Arrow to the right or up on the sheet). Including property lines and owner information, existing utilities, landmark items to be protected or removed (fences, monuments, trees, landscaping, etc.).
- Driveway replacement layouts that reflect existing driveway joints.
- Standard details.
- Quality control review.
- All proposed structures or improvements shall be located by station and offset or their coordinate values on the plans. There shall be a note as to the exact point(s) being located for each type of structure or improvement on the final plans. The location of property lines, utilities, and other conflicts that will impact the design will be included in the plans.

3.3 Opinion of Probable Costs (OPCC)

- Olsson will prepare an OPCC based on the information provided in the preliminary plans. The OPCC shall include construction quantities, unit costs, and a 15% construction contingency.

3.4 Utility Coordination Meeting

- Olsson shall contact and work closely with utilities to determine the locations of existing and planned facilities to be shown on the AutoCAD plans. Olsson shall prepare correspondence to all utility companies at the proper times during the design phase and will provide plans to utilities prior to the utility coordination meeting. This initial utility coordination meeting will occur around the time of the preliminary plan submittal.
- Olsson will prepare a utility tracking spreadsheet, noting the location, the utilities present, whether or not a response has been received from each utility, anticipated conflicts, and timeline for relocation if applicable. This tracking spreadsheet will be updated throughout the project and provided to the contractor prior to construction start. Location of existing and planned utilities will be shown on the AutoCAD plans only. No utility locations will be shown on the GIS plans. Olsson will attend field meetings as needed with utilities for GIS plan locations to coordinate any necessary relocations.

3.5 Easement Documents - Site 1 Only

- Describe easements where they are necessary to complete the project. It is assumed up to 5 temporary construction easements may be required. Based on prior research for adjoining properties, Olsson assumes that the public utility lines in the area do not exist within the benefit of an easement, As such for Site 1, 5 permanent drainage easements have been assumed.
- Furnish legal descriptions sealed by an PLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word (45 legal descriptions are assumed).
- Prepare permanent and temporary construction easement descriptions and figures in accordance with the city's acquisition requirements.
- Prepare tract maps (5 tract maps assumed), including.
 - Title block, including a graphical scale and north arrow.
 - Ownership boundaries and information.
 - Existing rights-of-way and easements.
 - Proposed takings identified with text and graphically.
- Submit 8 1/2 x 11-inch exhibits and legal descriptions of each property required for easement acquisition to the city.

3.6 Temporary Access Agreements

- Olsson shall prepare temporary access exhibits for up to an assumed 8 locations for the GIS-style plans. These exhibits will show the same information as the preliminary plans, with a red-outlined anticipated access area shown in plan view, along with approximate dimensions. The intent of these exhibits are to provide to property owners alongside a temporary access agreement (prepare by the city) to help property owners visualize the anticipated impacts of the GIS-style plans.

Task 4 **Final Design Plans**

4.1 Respond to City comments for preliminary plans and document responses in Bluebeam studio.

4.2 Produce final plans in GIS for the Sites 2a, 2b, 3 and 4 in-kind replacements

- More thorough repair and restoration quantities
- Special considerations for the contractor, if applicable
- Temporary access areas for the contractor's reference
- 1 (one) structural detail for Site 2a and 1 (one) structural detail for Site 2b to show how the proposed channel improvement will tie into the existing wall/channel.
- Special utility notes, if applicable (utility locations are not shown on GIS plans)
- Erosion control notes. It is assumed that due to the small scale of the location, an erosion control plan will not be necessary, however erosion control devices may be called out in the plan & profile sheet or as special notes on the general notes sheet.

4.3 Produce Final AutoCAD plans for Site 1 in-kind replacements

- Update cover sheet, legend, general notes, and survey references.
- Project quantities schedule.
- Easement and ownership information shown on plan & profile sheet that illustrates property lines, right of ways, existing and proposed easements, and a table listing in square feet all the required temporary construction easements and permanent easements. All easement dimensions shall coincide with the legal descriptions.
- Plan and profile sheet updates.
- Grading plan for the area near the outfall if needed.
- Landscape/Restoration (if necessary).
- Additional standard details as needed.
- Quality control review and submittal of final plans, project manual, and final OPC.
- Erosion control notes. It is assumed that due to the small scale of the location, an erosion control plan will not be necessary, however erosion control devices may be called out in the plan & profile sheet or as special notes on the general notes sheet.

4.4 Final Plans Utility Coordination

- Olsson will continue to coordinate individually with utilities based on the information provided in the preliminary plans utility coordination meeting. Olsson will follow up with any utilities that did not respond to or attend the preliminary plans utility coordination meeting.

4.5 Project Specifications

- Review the specifications provided by the city to keep or remove language applicable to this project. Provide this feedback to the city to incorporate into the final project specifications package.

4.6 Final Submittal

- Olsson shall submit final plans, specifications, and OPCC as described herein in a digital PDF format for formal city review, attend one (1) review meeting with city staff, and revise per city criteria and review comments. Upon request, Olsson can submit physical two (2) copies of half-size (11x17-inch) plans.

4.7 SMP Submittal

- For the 75th Street and Briar Street project location (Site 1), Olsson will prepare an application to the Johnson County Stormwater Management Program for system management reimbursement funding for this project.

Task 5 Bidding & Construction Services

5.1 Bidding

- Respond to City comments for final plans and document responses in Bluebeam studio.
- Provide bid plans and specifications to city for electronic posting and distribution.
- Consult with and advise the city as to acceptability of substitute materials and equipment.
- Answer Contractor questions during the bid period.
- Prepare written addenda to the bidding documents as required and or requested.
- Prepare for and attend pre-bid meeting. Distribute meeting notes and attendance list with an addendum (2 staff assumed)
- Attend bid opening (1 staff assumed)
- Prepare Contract Documents and make a PDF copy available to the Contractor and city.
- Attend a pre-construction conference with city representatives, the successful bidder, and utility companies (2 staff assumed)

5.2 Construction Services

- Olsson shall provide construction services following tasks once project construction begins: assisting the city with change orders, field visits, and interpretation of field documents.
- Markup the bid plan set with any changes to the plans during construction.
- Review shop drawings for stormwater structure related submittals and submittals for construction materials. Review contractor submitted traffic control plans as needed. Be available for consultation with the city during construction.

Task 6 Conceptual Design (Sites 5 & 6)

6.1 Site 5 Conceptual Design

- Perform a hydrologic & hydraulic analysis of the pipe and open channel system to assess its combined capacity in design storm events.
 - HEC-RAS 2D, PC-SWMM, or similar software will be used.
- Assess the necessity of the closed pipe network that runs parallel with the open channel.
- Explore up to 2 (two) conceptual alternatives that improve the system's ability to convey the design storms while meeting freeboard design criteria.
- Prepare conceptual costs for each alternative.
- Prepare a memo summarizing the findings that includes the following sections:
 - Purpose of memo
 - Existing conditions
 - Hydraulic & hydrologic procedures
 - Alternative #1 summary, conceptual costs, pros, and cons.
 - Alternative #2 summary, conceptual costs, pros, and cons.
 - Recommendations

6.2 Site 6 Conceptual Design

- Perform a hydrologic & hydraulic analysis of the culvert to assess possible improvement alternatives.
 - HY-8. PC-SWMM or similar software will be used for hydraulic calculations.
 - Hydrologic calculations will likely be done in a separate program such as TR-55 or using an excel spreadsheet.
- Explore up to 1 conceptual design that meets APWA 5600 roadway design criteria for overtopping.
- Prepare conceptual costs for the concept design.
- Prepare a memo summarizing the findings that includes the following sections:
 - Purpose of memo
 - Existing conditions
 - Hydraulic & hydrologic procedures
 - Conceptual Cost
 - Recommendations

Task 7 **5-Year Capital Improvement Project Plan**

7.1 Prioritization Framework & Process

- Develop a prioritization framework and prepare a brief memo to outline the risk assessment criteria that will be used for the 5-year CIP plan.

- Update the memo based on city-provided feedback and produce a final memo that outlines the selection process to be used.
- Use city-provided GIS & CCTV data to perform the selection process and select up to 3 (three) planned CIP projects each year for 5 years for a total of 15 CIP locations.

7.2 Conceptual Repair Options & Costs

- Prepare one in-kind repair option for each of the 15 CIP locations.
- Prepare a concept level cost for the selected repair option.
- Visit each of the locations to assess the viability of the repair option. Note, concept level repair options are subject to change during final design when more detailed information is obtained, such as survey/utility data. These visits are for visual assessment only.
- Check for major utility relocations that may be required based on publicly available county data (i.e., AIMS).
- Prepare an exhibit for each location in GIS that shows the assets to be repaired/replaced, the strategy for repair or replacement (i.e., lining, remove & replace, etc.), and major restoration items associated with the work. Check for major utility relocations that may be required based on publicly available county data (i.e., AIMS).
- Prepare a brief (<1 page) synopsis of each location's repair plan, major utility considerations, and other design considerations.
- Recommendations

Completion Time

Assuming a notice to proceed with the project by June 2024, Olsson hereby agrees to complete the preliminary plans (Task 3) by October 16, 2024. Assuming a 3-week city review period for the preliminary plans, easement and right-of-way descriptions, and tract maps (Task 3) will be completed by December 6, 2024. Final Plans will be completed by December 20th, 2024. Assuming a 5-week city review period for final plans, bid plans & specifications will be completed by February 21, 2024.

Conceptual improvements design & estimates for sites 5 and 6 (Task 6) will be completed by November 30, 2024.

The 5-year capital improvement plan (Task 7) will be completed by November 30, 2024.

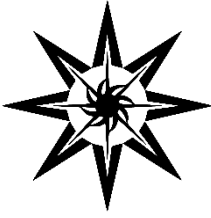
Exclusions

- Hydraulic & Hydrologic analysis for Sites 1, 2a, 2b, 3, and 4.
- Easement staking.
- Erosion control plans.
- Full or part-time construction inspection.

- Gabion or retaining wall design.
- Geotechnical investigations.
- System capacity analysis or risk rating system for the 5-Year CIP plan.
- Hydrologic & Hydraulic analysis for the 15 CIPs selected for the 5-year CIP plan.
- Public meetings.
- Temporary access agreement preparation.
- Preparation of full construction specifications package for Sites 1, 2a, 2b, 3, and 4.
- Preparation of construction specifications/bidding services for the possible emergency repair location.
- USACE permit (assume nationwide permit with no pre-construction notification).
- FEMA CLOMR/LOMR.
- DWR permit.
- State land disturbance permit/SWPPP preparation.
- Street lighting photometric analysis and voltage drop calculations.
- Special structural design for storm sewer structures.
- Street lighting design and layout.
- Sanitary sewer relocation plans.
- Cross section sheets.
- SMP system management submittals for sites 5, 6, and the 5-year CIP plan.

Hourly Fee Table - Exhibit B
2024 Drainage
City of Prairie Village, Kansas
 May 8, 2024

TASK DESCRIPTIONS	Personnel Classification:									Total Hours	Total Fees	Expenses	TOTALS
	QAQC	Project Engineer	Associate Engineer	Assistant Engineer	CAD/GIS Tech.	Professional Land Surveyor	Survey Tech.	1-Person Survey Crew	2-Person Survey Crew				
	Average Hourly Rate:	\$220	\$150	\$140	\$120	\$100	\$200	\$130	\$145				
Phase 100 - Project Management and Meetings													
Task 101 - Pre Design Meeting	3	3		3						9	\$1,470	\$30	\$1,500
Task 102 - Design Memorandum	1	3		8						12	\$1,630		\$1,630
Task 103 - Design Update Meeting	6	6		6						18	\$2,940		\$2,940
Task 104 - Field Check Meeting		10		10						20	\$2,700	\$105	\$2,805
Task 105 - Individual Property Owner Meetings (up to 2 meetings assumed)		5		5						10	\$1,350	\$55	\$1,405
Subtotal	10	27	0	32	0	0	0	0	0	69	\$10,090	\$190	\$10,280
Phase 200 - Data Collection													
Task 201 - Site Visit	2	16		16						34	\$4,760	\$200	\$4,960
Task 202 - Field Survey					4	24	30	2		60	\$8,640		\$8,640
Task 203 - Ownership and abutting property information										0	\$0	\$2,000	\$2,000
Subtotal	2	16	0	16	0	4	24	30	2	94	\$13,400	\$2,200	\$15,600
Phase 300 - Preliminary Design Plans													
Task 301 - Produce preliminary plans in GIS for the Sites 2a, 2b, 3 and 4 for-kind replacements	2	8	14	4	14					42	\$5,480		\$5,480
Task 302 - Produce preliminary AutoCAD plans for Site 1 in-kind replacements	3	20	40	40						103	\$14,060		\$14,060
Task 303 - Opinion of Probable Costs	1	2	2							5	\$800		\$800
Task 304 - Utility Coordination Meeting	1	3	8							12	\$1,790		\$1,790
Task 305 - Easement Documents - Site 1 Only		2				10	20	0	0	32	\$4,900		\$4,900
Task 306 - Temporary Access Agreements		1			8					9	\$950		\$950
Subtotal	7	36	64	44	22	10	20	0	0	203	\$27,980	\$0	\$27,980
Phase 400 - Final Design Plans													
Task 401 - Respond to City Comments on Preliminary Plans		2		8						10	\$1,260		\$1,260
Task 402 - Produce final plans in GIS for the Sites 2a, 2b, 3 and 4 in-kind replacements	2	10	30	30						72	\$9,740		\$9,740
Task 403 - Produce Final AutoCAD plans for Site 1 in-kind replacements	3	20	40	40						103	\$14,060		\$14,060
Task 404 - Final Plans Utility Coordination		8	15							23	\$3,300		\$3,300
Task 405 - Project Specifications	1	8								9	\$1,420		\$1,420
Task 406 - Final Submittal		1								1	\$150		\$150
Task 407 - SMP Submittal		6								6	\$900		\$900
Subtotal	6	55	85	78	0	0	0	0	0	224	\$30,830	\$0	\$30,830
Phase 500 - Bidding & Construction Services													
Task 501 - Bidding	2	11	6	24						43	\$5,810		\$5,810
Task 502 - Construction Services		10		10						20	\$2,700	\$30	\$2,730
Subtotal	2	21	6	34	0	0	0	0	0	63	\$8,510	\$30	\$8,540
Phase 600 - Conceptual Design (Sites 5 & 6)													
Task 601 - Site 5 Conceptual Design	9	35	110							154	\$22,630		\$22,630
Task 602 - Site 6 Conceptual Design	15	18	52							85	\$13,280		\$13,280
Subtotal	24	53	162	0	0	0	0	0	0	239	\$35,910	\$0	\$35,910
Phase 700 - 5-Year Capital Improvement Project Plan													
Task 701 - Prioritization Framework & Process	7	40		8	16					71	\$10,100		\$10,100
Task 702 - Conceptual Repair Options & Costs	14	100	75		30					219	\$31,580		\$31,580
Subtotal	21	140	75	8	46	0	0	0	0	290	\$41,680	\$0	\$41,680
Totals	72	348	392	212	68	14	44	30	2	1182	\$168,400	\$4,620	\$170,820



PUBLIC WORKS DEPARTMENT

Council Meeting: May 20, 2024
CONSENT AGENDA

CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR DESIGN OF 63RD STREET FROM ROE TO NALL (2025 CARS PROJECT)

RECOMMENDATION

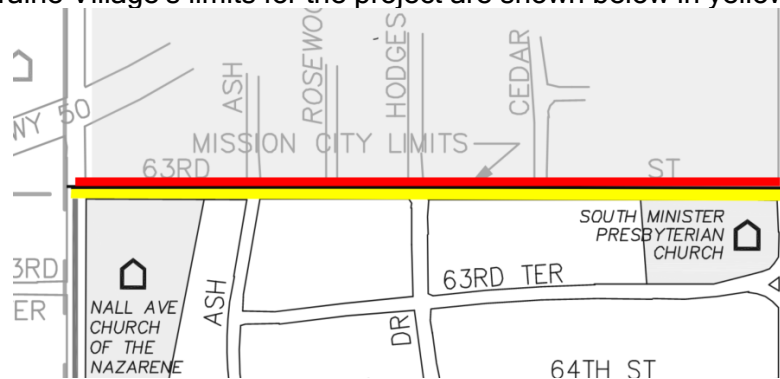
Move to approve the interlocal agreement with City of Mission design of mill and overlay on 63rd Street from Roe to Nall for \$16,233.

BACKGROUND

This project is an approved 2025 CARS program construction project and the 2024 CIP budgets for the design of this project.

Both Prairie Village and the City of Mission are participating in design and construction costs. The City of Mission is administering a mill and overlay project on 63rd Street from Roe to Nall. The design cost is 50/50 based on the city limits. Final construction split will be determined by the amount of construction work performed within each city's limits.

The City of Prairie Village's limits for the project are shown below in yellow.



FUNDING SOURCE

There is funding in the CIP Project 63ST0001 for the City of Prairie Village's portion of the project.

ATTACHMENTS

1. Interlocal Agreement with the City of Mission

PREPARED BY

Melissa Prenger, City Engineer

March 15, 2024

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, KANSAS,
AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR DESIGN EXPENSES
ON 63RD STREET REHABILITATION PROJECT – NALL TO ROE

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Mission, Kansas (hereinafter "Mission"), and City of Prairie Village, Kansas (hereinafter "Prairie Village"), each party having been organized and now existing under the laws of the State of Kansas (each may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties have determined it is in their best interest to make certain public improvements to 63rd Street;

WHEREAS, the Parties have determined the first step in those improvements to 63rd Street is to complete the design of those improvements;

WHEREAS, the parties wish for Mission to enter into a agreement with Olsson to complete the design of those improvements, but the parties to split the cost of the design;

WHEREAS, each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, Eric Mikkelson, Mayor for Prairie Village, is authorized to approve and execute of this Agreement to be binding on behalf of Prairie Village; and

WHEREAS, Laura Smith, City Administrator for Mission, is authorized to approve and execute of this Agreement to be binding on behalf of Mission and

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

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of designing public improvements to 63rd Street between Nall Avenue and Roe Avenue, as identified in Task Order and the Scope of Services provided by Olsson, attached to and made a part of this Agreement as Exhibit A (the design work for the public improvements identified in the scope of services in Exhibit A are collectively the "Improvement Designs"). The Improvement Designs are part of the project with the project name of "63rd Street Rehabilitation Project – Nall to Roe."

2. PROJECT COST. Each Party shall pay fifty percent (50.00%) of all the compensation and expenses identified in Exhibit A (all the compensation and expenses identified in Exhibit A, "Total Cost;" fifty-percent of the Total Cost, each party's "Contribution"). At the date of this Agreement, the parties anticipate that each party's Contribution is Sixteen Thousand Two Hundred Thirty-Three Dollars and Zero Cents (\$16,233.00). The parties understand this is an estimate and the actual Contribution may vary based on the Total Cost as billed by Olsson. Mission shall send a copy of all bills received from Olsson for the completion of the Improvement Designs to Keith Bredehoeft on behalf of Prairie Village. Prairie Village shall pay its Contribution regarding each bill received from Mission no later than thirty (30) days after the date Keith Bredehoeft receives the bill from Mission.

3. FINANCING. Prairie Village and Mission shall each pay its Contribution with monies

budgeted and appropriated funds. Each Party shall pay the cost of financing and/or bonding its share of the project cost.

4. MISSION ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two municipalities included within the Improvement Designs, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly creation of the Improvement Designs. However, Prairie Village shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The work on the Improvement Designs shall be administered by Mission acting by and through the Mission Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvement Designs. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:

- A. Make all contracts for the Improvement Designs, including soliciting bids by publication in the official newspaper of Mission. In the solicitation of bids, the most favorable bid shall be determined and selected by Mission.
- B. Mission shall require performance and completion bonds for the Improvements Designs from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- C. Mission shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled "Nondiscrimination" of Chapter 2, entitled "Administration" of the Code of the City of Mission.
- D. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Mission will cause any Contractor to name Prairie Village as an additional insured on all insurance policies and as an additional obligee on bonds issued for the Improvement Designs; provided that, such policies or bonds shall not provide insurance for Prairie Village's negligence or intentional acts or omissions.

5. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that this Agreement shall exist until the completion of the Improvement Designs and payment in full of Prairie Village's Contribution, unless terminated earlier in accordance to an express term in this Agreement.

6. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in duplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.

7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq.

9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.

10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF MISSION, KANSAS

By: _____
Laura Smith, City Administrator

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor



PUBLIC WORKS DEPARTMENT

Council Meeting: May 20, 2024
CONSENT AGENDA

CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR ROE AVENUE FROM NORTH CITY LIMIT TO 63RD STREET

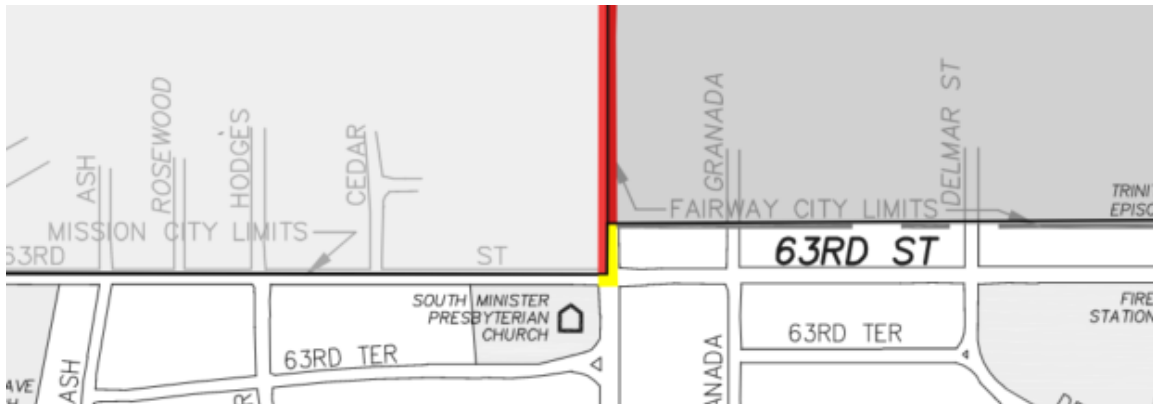
RECOMMENDATION

Move to approve the interlocal agreement with the City of Mission for mill and overlay on Roe Avenue from the North City Limit to 63rd Street for \$8,628.29.

BACKGROUND

The City of Mission is administering a mill and overlay project on Roe Avenue from Johnson Drive to 63rd Street. The Cities of Mission, Fairway and Prairie Village are all participating in this project.

The City of Prairie Village's portion of the project cost is only 1% of the project since the city limits are just north of the 63rd Street intersection. The Prairie Village project portion is shown in yellow below.



The City of Prairie Village's portion of construction is \$8,628.29 and is funded through our 2024 CIP as project ROAV0007.

FUNDING SOURCE

There is funding in the CIP Project ROAV0007 for the City of Prairie Village's portion of the project.

ATTACHMENTS

1. Interlocal Agreement with the City of Mission

PREPARED BY

Melissa Prenger, City Engineer

March 15, 2024

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, KANSAS,
AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PUBLIC
IMPROVEMENT OF ROE AVENUE
FROM JOHNSON DRIVE TO 63rd STREET**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the **City of Mission, Kansas** (hereinafter "Mission"), and **City of Prairie Village, Kansas** (hereinafter "Prairie Village"), each party having been organized and now existing under the laws of the State of Kansas (each may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **Roe Avenue**, as such improvements are hereinafter described and defined as the Improvements;

WHEREAS, each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, Eric Mikkelson, Mayor for Prairie Village, is authorized to approve and execute of this Agreement to be binding on behalf of Prairie Village; and

WHEREAS, Laura Smith, City Administrator for Mission, is authorized to approve and execute of this Agreement to be binding on behalf of Mission.

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

1. **PURPOSE OF AGREEMENT.** The Parties hereto enter into this Agreement for the purpose of constructing those public improvements to **Roe Avenue**, including mill and overlay within the project limits, sidewalk, retaining walls, stormwater repairs, traffic signal removal and replacement, a crosswalk, concrete repairs and other related work (collectively, the "Improvements").
2. **PROJECT COST.** Prairie Village shall contribute \$8,628.29 towards the Improvements ("PV's Contribution"). Mission, in coordination with the City of Fairway, Kansas, and the City of Roeland Park, Kansas, shall bear the remaining costs of Improvements. In the event that Mission, in its sole discretion: (1) is unable to enter into additional contracts to share the costs of Improvements with Fairway and Roeland Park or (2) is unable to complete the Improvements for any reason, Mission may unilaterally terminate this Agreement without notice and Prairie Village shall not be required to make PV's Contribution. Upon completion of the Improvements, Mission shall email or mail an invoice to Keith Bredehoeft for payment of PV's Contribution, which Prairie Village shall pay no later than thirty (30) days after the invoice's date.
3. **FINANCING.** Mission, Fairway, and Roeland Park shall each pay its portion of the cost with monies budgeted and appropriated funds. Each Party shall pay the cost of financing and/or bonding its share of the project cost.

4. MISSION ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are multiple municipalities included within the Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly creation of the Improvements. However, all parties shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The work on the Improvements shall be administered by Mission acting by and through the Mission Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
- A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Mission. In the solicitation of bids, the most favorable bid shall be determined by Mission administering the project and the Governing Body of Fairway approving the lowest responsible bidder for the project.
 - B. Mission shall require performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - C. Mission shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "Project Administrator," Mission will, upon request of Prairie Village, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - D. Mission shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Mission and Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
 - E. Mission shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled "Nondiscrimination" of Chapter 2, entitled "Administration" of the Code of the City of Mission.
 - F. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Mission will cause any Contractor to name Prairie Village as an additional insured on all insurance policies and as an additional obligee on bonds issued for the Improvements; provided that, such policies or bonds shall not provide insurance for Prairie Village's negligence or intentional acts or omissions.
5. CONSTRUCTION OBSERVATION. Mission shall provide construction observation and services for the Improvements. Mission shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Prairie Village Public Works Director or such director's designee shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within its municipal

boundaries to the Mission Public Works Director. Mission will take all reasonable actions to inform the Prairie Village Public Works Director of project status and any deviation from any contract specifications or inappropriate construction practices relating to work within the Mission municipal boundaries.

6. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Mission which may arise after completion of the Improvements as set forth in Section 4, Paragraph C, above, this Agreement shall exist until the completion of the Improvements and payment is made in full of PV's Contribution. Upon completion of the Project, Mission shall notify Prairie Village of the completion in writing. Prairie Village, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Mission in writing; upon such notification and payment in full of PV's Contribution, Prairie Village shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Prairie Village fails to so notify Mission within thirty (30) after completion of its acceptance or rejection of the work, the work shall be deemed accepted.
7. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in duplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq.
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.
10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF MISSION, KANSAS

By: _____
Laura Smith, City Administrator

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

MAYOR'S ANNOUNCEMENTS
Monday, May 20, 2024

Diversity Committee	05/21/2024	4:00 p.m.
JazzFest Committee	05/21/2024	5:30 p.m.
Touch-a-Truck	05/22/2024	4:30 p.m.
Environmental Committee	05/22/2024	5:30 p.m.
Finance Committee	05/23/2024	4:00 p.m.
Pool opening day	05/25/2024	
Memorial Day – City offices closed	05/27/2024	
City Council	06/03/2024	6:00 p.m.
Board of Zoning Appeals	06/04/2024	6:30 p.m.
Planning Commission	06/04/2024	7:00 p.m.

INFORMATIONAL ITEMS
May 20, 2024

1. Parks and Recreation Committee meeting minutes – February 7, 2024
2. Board of Zoning Appeals meeting minutes – March 5, 2024
3. Arts Council meeting minutes – March 6, 2024
4. Planning Commission meeting minutes – April 2, 2024
5. National Public Works Week proclamation
6. Consolidated Fire District #2 – First quarter activity report

PARKS AND RECREATION COMMITTEE
4:00 p.m. | February 7, 2024
City Hall

MINUTES

Committee members in attendance: Chairperson Lauren Wolf, Vice Chair Tyler Agniel, Matt Geary, Randy Knight, Diane Mares, Caety Meyer, Matt Moeder, Jay Moorman, Kevin Murphy,

Staff: Meghan Buum, Melissa Prenger, Wes Jordan

Introduction

Chairperson Lauren Wolf opened the meeting with a summary of possible options:

- Keep all six pickleball courts, no changes
- Keep all six pickleball courts, add sound barrier
- Reduce courts to two pickleball, one tennis court
- Take down nets to see how the usage changes
- Return to two tennis courts
- Explore limiting parking on one side of the street

Public Participation

The following residents spoke in favor of removing the pickleball courts:

- Tom Heintz, 7152 Cherokee
- Connie Carlyle, 7200 Canterbury
- Dick Fuller, 7208 Canterbury
- Rachel Boden, 7136 Cherokee
- Ross Boden, 7136 Cherokee

The following residents spoke in favor of a compromise:

- Kathy Hartman, 3601 W. 73rd Street
- Nick Garcia, 7427 Village Drive
- Clint Thezan, 7201 Linden

New Business – Pickleball at Windsor Park

Ms. Wolf opened the meeting for discussion by the committee.

Ms. Wolf reminded the commenters that for a citation to be issued, the police need to be called and that is the appropriate course of action. She encouraged the residents in attendance to use that option to mitigate issues immediately when they're occurring.

Jay Moorman provided background on pickleball and asked about the history of the installation of the courts. Ms. Wolf responded that it was part of a previous parks master plan update. Mr. Moorman agreed that parking and street congestion is a very real problem in the area. He doesn't see the practicality of returning entirely to tennis but hopes to find a compromise.

Kevin Murphy believed that neighborhoods are primarily places to live, not to recreate and supports a return to tennis.

Matt Moeder asked if the sound study explored the impact of reducing the number of courts. Melissa Prenger replied that the study recommended mitigation of sound on the north and east sides, but didn't explore the reduction of courts. Mr. Moeder believes that a reduction in courts wouldn't mitigate the sound to the extent that is desired. He believes that pickleball is an extremely popular sport and should be maintained in the park with the addition of sound mitigation as originally discussed in the fall.

Randy Knight talked about the process for the Parks Master Plan and Capital Improvement Programs. Homes located near parks benefit economically. He stated that sound mitigation is an expensive undertaking for an amenity that doesn't generate revenue, but parks have associated costs. Mr. Knight wondered if the amenity was too large for the park. Signage is needed. Locking may be needed. More courteous behavior is needed.

Matt Geary stated that he feels the committee is weighing the clear desire for pickleball in the community while keeping the sound level down in the community. The committee tried to strike that balance with the recommended shortened hours and sound mitigation barriers. Mr. Geary was in favor of retaining the pickleball courts with sound mitigation.

Ms. Wolf reminded the committee that they could recommend parking restrictions on one side of the street. Mr. Geary was supportive of that restriction. Ms. Prenger stated that the process is typically resident driven. Wes Jordan expanded on the recommendation for parking mitigation and stated that the committee could recommend it outside the typical procedure outlined in Council Policy 301. He warned that parking may then begin to impact the neighborhood if restricted on just one street, so the study would be comprehensive to the whole area.

Tyler Agniel asked for additional history on the court expansion. Ms. Prenger stated that resurfacing the tennis courts was added to the CIP as part of the parks project planning for 2018 to 2022. As the City got closer to constructing the project, the idea of changing one of the tennis courts to four pickleball courts was discussed with the Parks and Rec Committee. This plan was subsequently approved by the Governing Body. Upon installation, the contractor, who is a member of one of the pickleball rule organizations, felt the four courts were configured too tightly the way they were designed. Given this he proposed the installation of six courts by removing the other tennis court.

Ms. Wolf is supportive of retaining pickleball in some fashion at the courts and is interested in the resident suggestion of removing several nets as a no-cost exploration of how a

reduced number of courts may impact the use and noise levels. Mr. Moorman suggested that players may bring portable nets and still use the courts.

Ms. Moeder asked for the price on a return to the tennis courts. Ms. Prenger stated that the return would be around \$23,500 which is around the same cost as the least expensive acoustical fence. Mr. Moeder stated that he heard from the residents that the noise doesn't improve when there are fewer players, so a reduction in courts doesn't seem like a viable solution.

Mr. Moeder moved to retain six courts with the addition of acoustical fencing and a comprehensive review of parking. Mr. Geary seconded the motion. Matt Moder, Matt Geary, and Diane Mares voted in favor. Tyler Agniel, Randy Knight, Caety Meyer, Jay Moorman, and Kevin Murphy voted in opposition. Motion failed 5-3.

Mr. Agniel moved to remove three nets from the courts to observe and study the impact of a court reduction prior to making a final decision. Caety Meyer seconded the motion. Tyler Agniel, Randy Knight, Diane Mares, Caety Meyer, Jay Moorman, and Kevin Murphy voted in favor. Matt Moder and Matt Geary voted in opposition. Motion passed 6-2.

Meeting adjourned at 5:20.

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, MARCH 5, 2024**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, March 5, 2024, at 6:30 p.m. in the Council Chambers of the Municipal Building at 7700 Mission Road. Vice-Chair Jonathan Birkel called the meeting to order at 6:30 p.m. with the following members present: James Breneman, James Kersten, Gregory Wolf, Melissa Brown, Melissa Temple, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Board of Zoning Appeals: Chris Brewster, Multistudio; Nickie Lee, Deputy City Administrator; Terry O'Toole, Council Liaison; Adam Geffert, City Clerk/Board Secretary.

APPROVAL OF MINUTES

Mr. Wolf moved for the approval of the minutes of the July 11, 2023, Board of Zoning Appeals meeting as presented. Mr. Breneman seconded the motion, which passed 5-0, with new members James Kersten and Melissa Temple abstaining.

PUBLIC HEARINGS

BZA2024-01 Variance of required side setback
 4519 W. 74th Place
 Zoning: R-1B
 Applicant: Dan Wessel / John and Nancy Falk

Mr. Brewster said that the applicant was requesting a variance to allow a garage addition to be built 3' from the east side lot line, rather than the required 6', and to allow a great room to be expanded and built 5.44' from the east side lot line rather than the required 6'.

The property is zoned R-1B which requires the following for side setbacks:

- 6' minimum on each side
- 20% of lot width minimum between both sides
- At least 12' between adjacent buildings

Mr. Brewster noted that the garage addition would extend approximately 20' along the side setback line with a 1.5 story gabled elevation. The proposal would add approximately 4.5' from the exterior of the current building, but would extend 3' over the required 6' side

setback. The interior garage space width would increase from approximately 9.5' to approximately 14.5'.

The great room addition would extend approximately 18' along the side setback line with a 1.5 story gabled elevation. This portion would be located to the rear of the home on a separate wall plane than the garage addition. The proposal would add approximately 7' to the current structure, but would extend 0.56' over the required 6' side setback.

In each case the addition would be more than the required 12' from the adjacent structure (17.1' and 19.5' respectively). Mr. Brewster said that the house on the adjacent lot was approximately 14.1' from the side lot line. The subject house would also meet the required 20% cumulative setbacks as it is 14.3' from the side setback on the opposite side lot line (17.3' total side setbacks equals 24.71% of the 70' lot width).

Mr. Brewster stated 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 and based on submitted plans and elevations.
2. The variance, if approved, be recorded with the County Register of Deeds within one year of approval.

Applicant Dan Wessel, 7244 Ward Parkway, Kansas City, MO, was present to discuss the application.

Mr. Birkel opened the public hearing at 6:38 p.m. With no one present to speak, Mr. Birkel closed the hearing at 6:39 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. Mr. Breneman seconded the motion, which passed unanimously.

BZA2024-02 Variance of required side setback
7328 Cherokee Drive
Zoning: R-1B
Applicant: Garry Calvin / Mary Burger

Mr. Brewster stated that the applicant was requesting a variance to allow a garage addition to be built 5.17' from the south side lot line, rather than the required 6'. The expansion is associated with a 4' expansion of the rear living space, which complies with the side setback on the rear lot line. However, the front portion where the garage is located would extend 0.83' into the side setback due to the positioning of the house on the lot.

The property is zoned R-1B which requires the following for side setbacks:

- 6' minimum on each side
- 20% of lot width minimum between both sides
- At least 12' between adjacent buildings

The garage addition would extend approximately 20' along the side setback line with a 1.5 story gabled elevation. The proposal would add approximately 4' from the exterior of the current building, and is associated with an expansion of the rear living space. Mr. Brewster said that this would comply with the required side setback at the rear of the building, due to the positioning of the house on the lot. However, extending 4' at the garage would result in a 0.83' encroachment into the side setback at the front lot line. The proposal would increase the interior garage space width from approximately 10' to approximately 14.5'.

The addition would also be more than the required 12' from the adjacent structure (17.25'). The home on the adjacent lot is approximately 12.17' from the side lot line. The subject house would also meet the required 20% cumulative setbacks as it is 9.83' from the side setback on the opposite side lot line (15' total side setbacks equals 23.08% of the 65' lot width).

Mr. Brewster 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 and based on submitted plans and elevations.
2. The variance, if approved, be recorded with the County Register of Deeds within one year of approval.

Applicant Garry Calvin, 5910 Reinhardt Road, Fairway, KS, was present to discuss the application.

Mr. Birkel opened the public hearing at 6:45 p.m. With no one present to speak, Mr. Birkel 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. Mr. Breneman seconded the motion, which passed unanimously.

OTHER BUSINESS

Election of Chair, Vice-Chair and Secretary

Mr. Wolf made a motion to elect the following slate of officers:

- **Mr. Birkel, Chair**
- **Ms. Brown, Vice-Chair**
- **Mr. Geffert, Secretary**

Mr. Breneman seconded the motion, which passed 5-0, with Mr. Birkel and Ms. Brown in abstention.

ADJOURNMENT

Chair Jonathan Birkel adjourned the meeting of the Board of Zoning Appeals at 6:48 p.m.

Adam Geffert
City Clerk/Board Secretary

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES
MPR, City Hall
March 6th, 2024
5:30 pm

BUSINESS MEETING

Lauren Wolf called the meeting to order at 5:30 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 checked="" type="checkbox"/> Trudy Williams |
| <input checked="" type="checkbox"/> Laurel Thomas | <input type="checkbox"/> Trinity Ready, student member |

The agenda was approved unanimously with the add of one additional item: review and consider sponsorship of the 67th Annual PV Art Show.

Public Participation: none

Presentation: Meghan Buum, Assistant City Administrator, gave a brief overview of the parks in PV as the Arts Council considers a prioritization list for public art. Meghan shared a lot of helpful tidbits about each park, and offered more recommendations from the Parks & Rec committee as we get closer to thinking about art placement. Some notes:

- Wassmer is the newest park and is “complete” with a lot of attention received already.
- McCrum is highly visible. Has no current CIP projects on the horizon.
- Shaffer, Schliffke, Brenizer (3 separate “pocket” parks near one another) have the Homesteaders statute in or right near.
- Windsor has low visibility outside the immediate neighborhood and has limited parking.
- Porter is a flagship park. Has been identified by the Diversity Committee for an interpretative panel.
- Bennett is a very small neighborhood park with low visibility.
- Harmon/Santa Fe are part of the Civic Center campus and have “a lot” of art already (relative to the rest of the parks, that is)
- Taliaferro is another “complete” park with a recently upgraded playground, shelter, and restrooms.
- Weltner has high visibility.
- Franklin is another “complete” park with great visibility
- The City will be getting a new Municipal building/City Hall (part of Civic Center campus) in 2026, and could be a good location for art in conjunction with the 75th Anniversary committee.
- Carroll Plaza (75th & Mission) is a “pocket park” that could be a great “connector” along our Art Walk path between PV Shops and the Civic Center campus art.

The **Consent Agenda** was approved unanimously which included:

- a. Approval of the **January 2024** meeting summary.
- b. Approval of printing cost for 2024 rack cards, VillageFest poster, and reception banner: \$232.42

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

- Lauren announced her resignation from City Council, and thus Arts Council, due to moving outside the City limits. We shared that we will miss her and she is always welcome at Arts Council events.
- Updated on the new Municipal building project.

Nickie gave the **Current Year Financial Update**. Arts Council ended 2023 in a continued good position post-pandemic due to unused funds during social distancing. Our food costs have gone a little over budget for our major events (State of the Arts and Art of Photography), but it has balanced out with other areas where we have saved. Income from juried calls for entry have gone down due to the shrinking pool of artists to “regional” from “international”. This was expected, and in line with our budgeting.

Old Business: Bonnie confirmed attendance at the upcoming Strategic Planning session. All but 2 or 3 council members are expected to attend.

New Business: Nickie reviewed the draft 2025 budget and opened the floor for comment or discussion.

Council also approved unanimously sponsorship of First Washington Realty’s PV Art Show as in previous years. The cost to be \$1,500 at the Silver level which will include a tent again.

The Business Meeting adjourned at 6:40 pm.

PLANNING MEETING

5:47 pm

Past Show/Events

The **Jan-Feb exhibit** has closed and was taken down on Saturday, 3/2 as well as the Nov-Feb artists at Meadowbrook. We will get an update on sales at the next meeting of the sales that went through the City at the new policy rate of 10%.

Marketing & Communications

Amy gave an update before heading out to set up for the evening’s show. Social media is ongoing. Posts are scheduled through May 6th. Bob is writing prolifically for the blog and newsletter. They are considering a committee member feature project, and an “ID the public art” through extreme close-up detail photography with small prizes.

Upcoming Event Updates

Shooting Stars Gala will be April 7th if you can make it. It’s a fun time and so cool to see all the student artwork.

The next show will be the **Art of Photography exhibit** to be curated by Bonnie & Bob. The call is now open.

Prairie Village Art Show is coming up so watch for a sign-up genius to work the booth.

VillageFest - no updates. We don’t have a liaison at this time.

Announcements

Gina got married! Congrats, Gina and Damian!

End.

**PLANNING COMMISSION MINUTES
APRIL 2, 2024**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 2 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, James Kersten, Melissa Brown, Melissa Temple, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Graham Smith, 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 March 5, 2024, regular Planning Commission meeting. Mr. Birkel seconded the motion, which passed unanimously.

OLD BUSINESS

Ms. Lee provided an update on the next steps for the proposed zoning regulation updates, noting that the City Council would be presented with the Planning Commission's recommended changes at its April 15 meeting. After that, a public hearing would be held at the May 7 Planning Commission meeting, at which a motion would need to be made to send the updates to Council for final approval.

PUBLIC HEARINGS

None

NON-PUBLIC HEARINGS

PC2024-106 Site plan and exterior building review for municipal complex improvements
7700 Mission Road
Zoning: R-1A
Applicant: Jean Stoverink, Clark and Enersen

Mr. Smith stated that the proposed municipal complex renovation and construction project began in 2020 to address space constraints at the police department, municipal court, and city hall. A feasibility study was conducted in 2020 followed by a facility assessment in 2022.

A programming phase followed in 2022 to determine current and future space needs. In 2023, concepts were developed to evaluate renovations and new construction, which were discussed at a City Council work session in February 2023. Upon evaluating multiple design concepts, balancing needs and costs of renovation-only concepts, the City decided to evaluate additional concepts including new construction. In June 2023, three design concepts were presented to the Finance Committee, and then to the City Council. These concepts were renovation-only, renovation with an addition, and new construction. Based on cost/benefit discussions, the City Council approved proceeding with a new construction option and a specified budget. The City Council narrowed concept options in November 2023 to proceed to the schematic design phase.

Mr. Smith said that the project would involve the construction of a new city hall building on the southwest portion of the property, renovation and conversion of the existing buildings into police and municipal court facilities, and integration of new parking or expansion of existing parking within internal spaces between buildings. The plan was selected by the City Council, and was presented in a public open house on Tuesday, March 26, with specific invitations mailed to surrounding properties according to the City's resident participation policy.

Mr. Smith said public projects were typically exempt from the review procedures of the development codes, since cities, as project owners, have an equal or greater burden to operate in the interest of the public. However, cities generally follow all applicable development standards. He noted that was the case for the proposed project, and that non-residential buildings in R-1A zoning districts ordinarily required a site plan review by the Planning Commission. The review would provide the Planning Commission an opportunity to comment on the plan and design concepts; however, the City Council, as the project owner, would make all final decisions on the site plan.

Rick Wise, Senior Principal Architect with Clark and Enersen, 15412 W. 91st Terrace, Lenexa, was present to answer questions from commissioners.

Mr. Kersten asked for information about the stormwater runoff design for the project. Dan McGee, Lamp Rynearson, 9001 State Line Road, Suite 200, Kansas City, MO, said that the plan was for all drainage to be captured on the south side of the property using hydrodynamic separators and curb inlet filters, and well as underground detention in the parking lot.

Mr. Kersten also asked for details about the landscape design concept. Mr. Wise stated that the design was not yet complete, and was still being reviewed by the landscape architect. He added that the intent was to achieve LEED Platinum certification for the new city hall building and LEED Gold certification for the existing buildings with the addition

for the municipal court. As such, the landscape design would include methods to reduce water usage.

Mr. Kersten asked why a secured parking lot was included for staff. Mr. Wise said that it was a request made by the City, but that it would not be fenced, like the secure parking area for the police department.

Mr. Kersten requested further information about the exterior design concept, including how the proposed exterior materials were selected. Mr. Wise said that materials were generally chosen to match what was found on the existing buildings in the municipal complex, specifically the brick material. Additionally, fiber cement was chosen to give a modern look to the new building.

Mr. Breneman asked how the generators in the proposed city hall design would be accessed. Mr. Wise said the generators could be accessed by a sidewalk from the west as well as an access driveway from the south. He also noted that the generators would be powered by natural gas.

Mr. Birkel asked how the placement of the new city hall building had been chosen. Mr. Wise stated that a number of strategies were considered, but that ultimately the decision to have the front door of the building facing drivers as they approached using the existing driveway was the best option. Additionally, site restrictions and the maintenance of green space limited possible locations. Mr. Birkel said that he had concerns with the new city hall being at the bottom of the hill in a less conspicuous location than it was currently located.

Mr. Birkel also asked if the proposed parking plan could be redesigned to be more efficient. Mr. Wise stated that the proposed plan focused on the safety of pedestrians in the lots, and was designed based around constraints found at the site.

Ms. Brown asked for information about the proposed separation of the municipal court and city hall. Mr. Wise stated that functionally, it was more important to have the court and police department placed close to each other, and less necessary to have city hall functions located in the same building. Ms. Brown added that she felt the proposed additional parking lot on the southeast side of the campus should be pushed farther back from Mission Road. Mr. Wise said that change would likely be made to the design plan.

Mr. Breneman stated that he didn't believe the proposed exterior design of the new city hall building fit the style of Prairie Village.

OTHER BUSINESS

None.

ADJOURNMENT

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 7:42 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary

CITY OF PRAIRIE VILLAGE

Proclamation

National Public Works Week

May 19 through May 25, 2024

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Prairie Village; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Prairie Village to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association;

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

May 19 – 25, 2024 as National Public Works Week

in the City of Prairie Village, Kansas, and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protect our national health, safety, and quality of life.

Mayor Eric Mikkelson

Adam Geffert, City Clerk

Activity Report | 1st Quarter 2024



PROUDLY SERVING



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

In this issue

- Service Calls Report
- Training
- Community News and Events
- Achievements & Accomplishments



Service Calls, Training & Outreach 1st Quarter 2024

Medical/Assist Calls	949
All Other Calls	604
<u>Total Service Calls</u>	<u>1553</u>
Training Hours	3395
PR & Events	16

Community Events

Please join us for our annual

OPEN HOUSE & PANCAKE FEED!

Station 23
7810 Mission Road
Prairie Village
(Please park at Mission Bible Church, 7820 Mission Road)

Saturday, May 18
9 am - 11:30 am

See the trucks, tour the station, visit with a firefighter and feast on pancakes, all while supporting an excellent cause. All proceeds from our Open House & Pancake Feed go to the ["Back to School with a Firefighter"](#) program.

[Back to School with a Firefighter](#) is a joint initiative of The Prairie Village Foundation and Consolidated Fire District No. 2, aimed at making the transition back to school in August a little easier for students who can

benefit from the donation of school supplies. The students, who are identified with help from the school principals, are taken shopping for school supplies by CFD2 firefighters, and their school supplies are paid for by the program. After the shopping trip, they head to the station for dinner with all the firefighters. The goal of the program is to ensure that the children have the supplies they need to start the year off right, and to help them feel empowered and confident on the first day of school.



We look forward to seeing you on Saturday, May 18!

CFD2 TRAINING

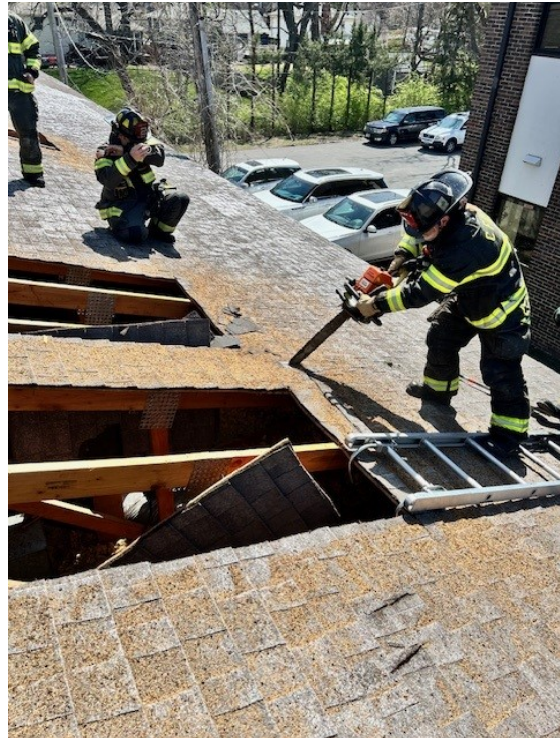
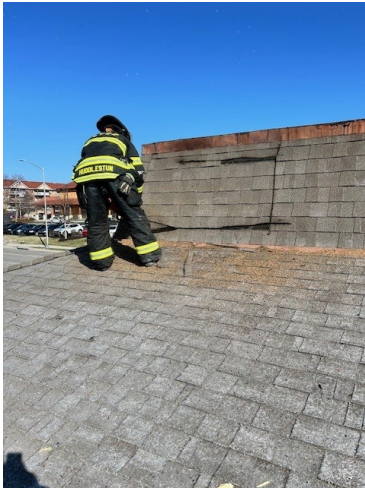
Aerial Training

Station 21 B Shift, practicing aerial set up on hills with Truck 21. Working towards a level truck when parked on incline.



Vertical Ventilation Training

CFD2 firefighters practice ladder and roof set up and vertical ventilation on several office buildings that were slated for demolition.



Demolition Permit Reimbursement Program

As our quarterly training hours and the photos above and below reflect, our firefighters put in many hours of training in order to ensure that they can provide the highest level of service to the community.

The opportunity to train in existing houses and buildings is a valuable experience, and we are always on the lookout for residential properties that are slated for demolition to be utilized for this purpose. Qualifying properties are eligible for permit reimbursement through our [Demolition Permit Reimbursement Program](#).

Which Properties Qualify?

Certain conditions must be met in order for us to utilize a property for training:

- The property must be located within the [CFD2 service area](#).

- There must be at least one or two days between the completion of asbestos abatement and the beginning of demolition.
- Each property will be evaluated by CFD2 personnel to determine whether it can be effectively utilized for training purposes.

How Does It Work?

If the property being demolished meets the requirements listed, the owner may qualify for reimbursement of the demolition permit. A meeting and site visit with a CFD2 representative is required to determine final eligibility.

If you have a property that is scheduled for demolition, please contact CFD2 Training Chief Mike Morgan to discuss your property and to determine whether it qualifies.

Mike Morgan, CFD2 Training Chief
913-432-1105
michael.morgan@cfid2.org



CFD2 sent three firefighters to the Ankus Academy for Extrication in Kansas City, Missouri, for Advanced Extrication Training. Brandon Carmichael, Richard Dupin and Soheil Simonzadeh attended the training and will pass along what they learned to the rest of the firefighters.





Volunteer Opportunity

Occasionally, we are in need of volunteers to participate as actors in our quarterly EMS trainings. If you are interested, please contact Training Chief Michael Morgan, at Michael.Morgan@cf2.org, or 913-432-1105.

Goodland Fire School



Firefighters Carlitos Hernandez and Katie O'Connor and Lieutenant Josh Hunt attended the Goodland Fire School early this spring. Hernandez and O'Connor participated in the program while Lt. Hunt served as an instructor. The Goodland Fire School is a cooperative event aimed at advancing the knowledge and skills of Kansas firefighters.

STATION VISIT

A group of Cub Scouts visited Station 21 on a beautiful spring morning this April, learning about the trucks and the gear, touring the station and taking a turn on the hose.



AROUND THE STATION



Lt. Brian Mattingly, Station 21, dons a European fire helmet.



Firefighter Darius Davis, Station 23, meets Fire Chief Chick's puppy.



Firefighter Kyle Kuttler takes a break, post workout, at Station 23.



Firefighter Adam Zweifel and Intern De Blakemore participate in a timed gear test to the intrigue of onlookers.

Achievements & Accomplishments

CFD2 Milestone Anniversary

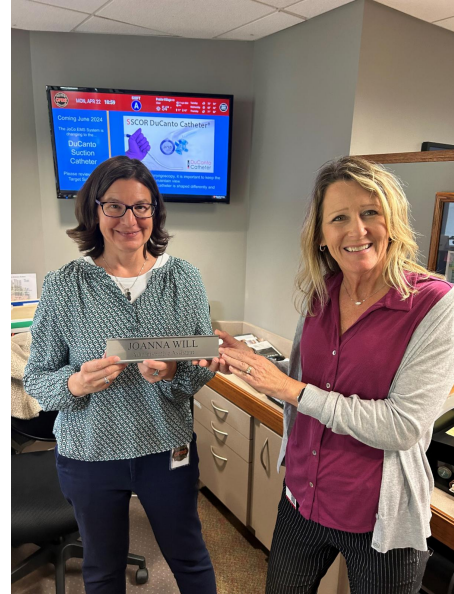
Congratulations to the following CFD2 employee for reaching a milestone anniversary in the 1st quarter of 2024:

10 years - Lieutenant Josh Hunt



New CFD2 Employee

We are happy to introduce a new member of our CFD2 Family! Joanna Russell Will recently joined our team as an Administrative Assistant, bringing with her a great deal of valuable experience; most recently serving as the Communications and Programming Coordinator with a local non-profit, the Kansas Rural Center. Joanna has a wide range of interests, with an educational background in civil and environmental engineering and experience as a farmer and beekeeper. Joanna has two adult children in the area who both have experience in public service as volunteer firefighters, and her daughter is currently a paramedic in Johnson County. It is our pleasure to welcome Joanna to CFD2!



Johnson County Consolidated Fire District No.2 | 913-432-1105 | ContactUs@cf2.org | www.cf2.org

STAY CONNECTED



Visit our website