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<http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, August 5, 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**

Homeless Services Center  
Joe Connor, Assistant County Manager / Stephanie Boyer, reStart

**New Business:**

COU2024-43      Consider annual contribution to Johnson County Homeless  
Services Center  
Wes Jordan

- VII. **PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on August 5. 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 – July 15, 2024
2. Consider an ordinance approving the Prairie Village Jazz Festival 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
3. Consider request for alcoholic beverage waiver for Harmon Park for the Prairie Village Jazz Festival
  4. Consider approval of storm siren license agreement with Kansas City Christian School and purchase of a new outdoor warning siren system
  5. Consider approval of 2025 Mission Hills contract and 2025 Mission Hills budget
  6. Consider an ordinance approving a private outdoor event as a special event and authorizing the consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area at such event
  7. Consider changes to CP001 – City Committees

**IX. COMMITTEE REPORTS**

**Finance Committee**

- Prairie Village community center YMCA pro forma discussion  
Jason Hannaman

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

CFD#2 update – Chief Steve Chick

**XII. OLD BUSINESS**

**XIII. NEW BUSINESS**

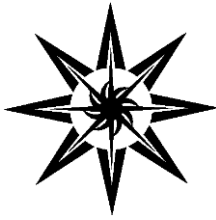
**XIV. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)**

**XV. EXECUTIVE SESSION**

**XVI. ANNOUNCEMENTS**

**XVII. ADJOURNMENT**

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



## ADMINISTRATION

Council Meeting Date: August 5, 2024

**COU2024-43: Consider Annual Contribution to Johnson County Homeless Services Center**

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### SUGGESTED MOTION

Move to approve support for the Johnson County Homeless Services Center as presented.

### BACKGROUND

Johnson County has asked each City, on behalf of reStart, to contribute to the operation and support of a proposed Homeless Services Center. The Homeless Services Center would serve as a resource for people experiencing homelessness and a stable foundation for the community's service providers to deliver services such as case management, mental health care, and job training. Initial plans include providing about 50 private units for short-term shelter and 25 studio apartments for transitional living with supportive services. During the day, residents could work, participate in job training/skills growing, receive health and/or mental health care, and connect with case managers to restore important documents, credit, or familial relationships.

The facility would be operated by reStart, Inc., and be located in Lenexa, Kansas, near I-35 and 95<sup>th</sup> Street. The funding scenario (attached) is based upon each City's population which equates to \$17,468.48 (\$.76 cents per resident) for Prairie Village in 2025. Annual funding is anticipated to be covered by three sources: government, operating revenue, and donations. There are two exceptions to the formula. Lenexa is not participating based on revenue loss from the hotel changing its use. The County would provide a \$50,000 annual base amount, \$12,000 for the unincorporated areas, plus the contributions from the cities.

The funding would only be distributed if the Special Use Permit is approved by Lenexa and the real estate transaction is completed. Expressing support of funding should contemplate an on-going annual commitment with projected increases of .02 cents per resident for the next 5+ years. If approved, Council will still need to approve a funding agreement with the County at a future date before contributions would actually be made. ReStart hopes to have commitments of support from local governments before the Special Use Permit is considered at the Lenexa Planning Commission on August 26, and has requested for each

local government to indicate to Johnson County if they intend to provide support by 8/20/24.

Attachment(s): Proposed Population Based Funding  
Homeless Services Center

**PREPARED BY**

Wes Jordan  
City Administrator  
Date: July 31, 2024

# Proposed Population Formula

|                     | 2025      | 2026      | 2027      | 2028      | 2029      | 2030      | 2031      | 2032      |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| reStart Request*    | \$430,000 | \$439,600 | \$449,392 | \$458,379 | \$469,567 | \$479,958 | \$490,557 | \$501,369 |
| County Population** | 563,701   | 563,701   | 563,701   | 563,701   | 563,701   | 563,701   | 563,701   | 563,701   |
| Per Capita          | \$0.76    | \$0.78    | \$0.80    | \$0.81    | \$0.83    | \$0.85    | \$0.87    | \$0.89    |

\* Assumes a \$50k base contribution from Johnson County

\*\* Latest population estimates by City/Township published by Census Bureau  
Number does not include Lenexa

# 2025 Proposed HSC Support Fund

| Jurisdiction       | Population     | Per Capita Rate | Annual Amount       |
|--------------------|----------------|-----------------|---------------------|
| Overland Park      | 197,089        | \$0.76          | \$150,342.59        |
| Olathe             | 147,461        | \$0.76          | \$112,485.57        |
| Shawnee            | 69,417         | \$0.76          | \$52,952.38         |
| Lenexa             | 0              | \$0.76          | \$0.00              |
| Leawood            | 33,980         | \$0.76          | \$25,920.48         |
| Gardner            | 25,378         | \$0.76          | \$19,358.74         |
| Prairie Village    | 22,900         | \$0.76          | \$17,468.48         |
| Merriam            | 10,875         | \$0.76          | \$8,295.62          |
| Mission            | 10,014         | \$0.76          | \$7,638.84          |
| Roeland Park       | 6,712          | \$0.76          | \$5,120.02          |
| De Soto            | 6,539          | \$0.76          | \$4,988.05          |
| Spring Hill        | 5,990          | \$0.76          | \$4,569.27          |
| Fairway            | 4,158          | \$0.76          | \$3,171.79          |
| Mission Hills      | 3,525          | \$0.76          | \$2,688.93          |
| Westwood           | 1,721          | \$0.76          | \$1,312.81          |
| Edgerton           | 1,718          | \$0.76          | \$1,310.52          |
| Lake Quivira       | 959            | \$0.76          | \$731.54            |
| Westwood Hills     | 395            | \$0.76          | \$301.31            |
| Mission Woods      | 197            | \$0.76          | \$150.27            |
| Bonner Springs     | 0              | \$0.76          | \$0.00              |
| Townships (County) | 14,673         | \$0.76          | \$11,192.80         |
|                    | <b>563,701</b> |                 | <b>\$430,000.00</b> |



# Bringing a homeless services center to Johnson County

July 2024



**We are asking for partnership as we take advantage of a once-in-a-generation opportunity to meet an identified need in the community and serve one of our most vulnerable populations.**

The most recent Point in Time count found that 235 individuals were experiencing homelessness in Johnson County, 50 of whom were unsheltered, meaning they were living outdoors in tents or vehicles. While the availability of this property and the federal dollars used to purchase it didn't align as neatly with local government budget cycles as we would have liked, we are glad this unique opportunity exists to address a community need for a 50-bed shelter for adults experiencing homelessness [1].

**The proposed City/County operational support fund (a population-based concept developed by county staff working with city managers) accounts for roughly 1/3 of the total annual operating budget. Pledged public support will strengthen this community effort in three ways:**

- 1 Private philanthropy and grants often require that applications show matching funds and/or a financial contribution from the local community. A public operational support fund acts as a **"first dollar in"** and signals a united community approach to addressing homelessness.
- 2 **Diverse funding sources** stabilize and strengthen non-profit operations.
- 3 The fund **strengthens reStart's Special Use Permit application** with the City of Lenexa.

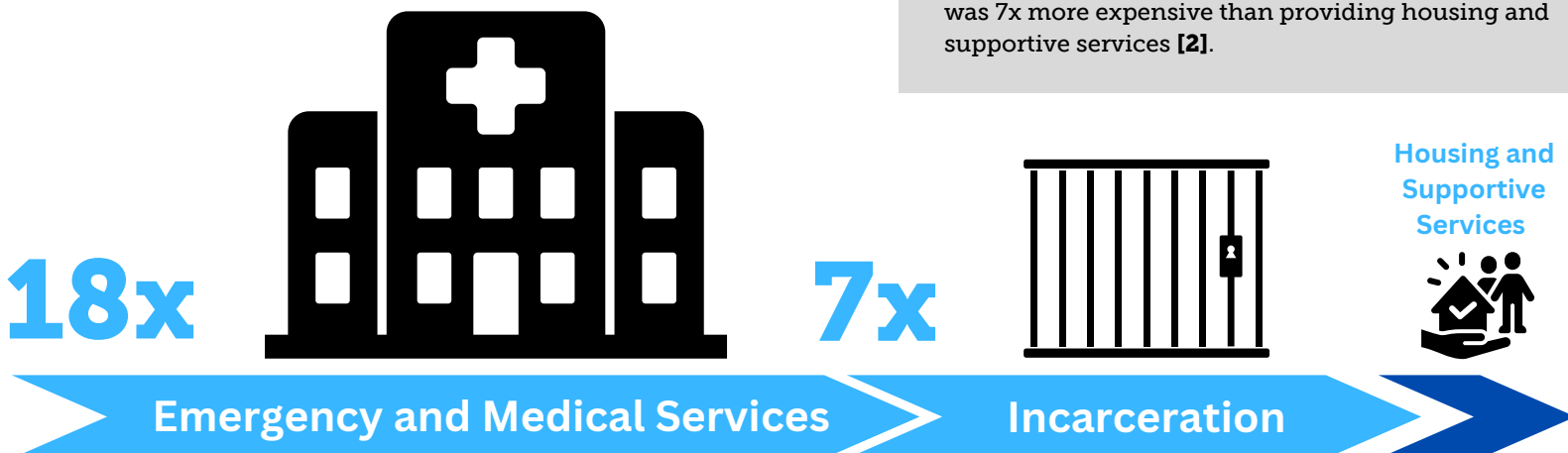
## Next steps

- **August 20, 2024:** deadline for cities to provide documentation/approval of their participation in the City/County support fund (the decision to participate and at what level is within each city's discretion).
- **August 15 Agenda Review, August 22 Action Agenda:** BOCC to consider annual contribution to City/County operational support fund.
- **August 26, 2024:** Lenexa Planning Commission considers Special Use Permit.
- **September 17, 2024:** Lenexa City Council considers Special Use Permit.
- **Oct. 31, 2024:** Deadline to close on the real estate contract.
  - Nine months of estimated remodeling time.
- **Summer 2025:** Anticipated opening
- **July 1, 2025:** Annual contribution of funds to support reStart's operations begins.
- **July 1, 2027:** Review of Operational Support Funding request.
  - Opportunity to check in on the financial progress and community benefit of the HSC.
- **July 1, 2029:** Final distribution of annual support funds
  - Five year term to coincide with duration of the Special Use Permit.

**Providing housing and supportive services is the least costly option to meet the needs of the unhoused.**

A 2023 study published by the New York City Comptroller found that the daily cost of ambulance and hospital services was 18x more expensive than providing housing and supportive services while the daily cost of law enforcement and incarceration was 7x more expensive than providing housing and supportive services [2].

## Daily Cost of Interventions



[1] The Dignity Report, July 2023

[2] [https://comptroller.nyc.gov/reports/housing-first/#\\_ftn4](https://comptroller.nyc.gov/reports/housing-first/#_ftn4)

## Homeless Services Center Timeline

**2021:** Johnson County Housing Study, conducted in partnership with cities, identifies “unseen homelessness” as an increasing housing challenge facing local governments.

**2021-2022:** Johnson County conducted a Needs Assessment and Gaps Analysis for the federal government, identifying year-round shelter beds as the community’s highest priority need in this area.

**July 2023:** Johnson County funded and received a report from the Dignity Project that scoped the community need for a 50-bed, non-congregate shelter with supportive services on-site for adults experiencing homelessness.

**December 2023:** The BOCC voted to purchase a hotel and vacant restaurant. Due diligence on the property occurred throughout the first half of 2024.

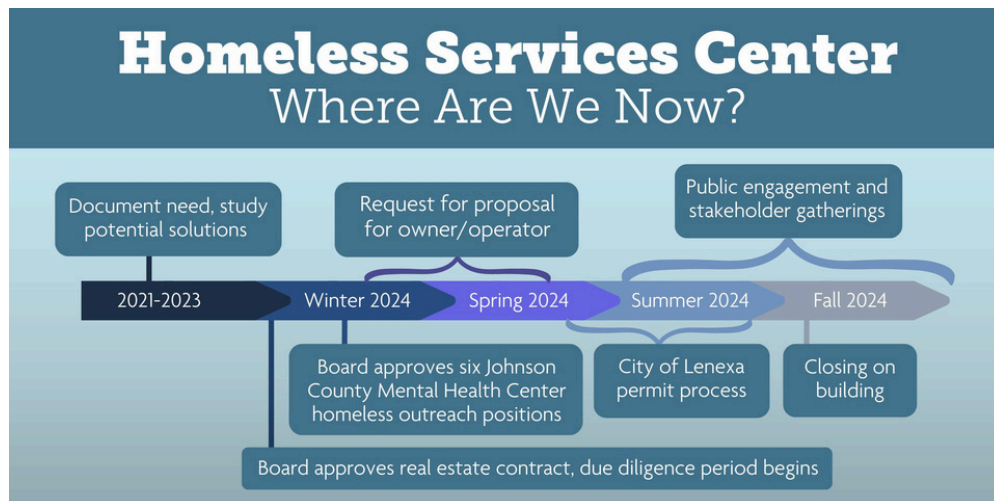
**December 2023 – April 2024:** RFP released to secure an operator, and 16 member RFP Evaluation Committee was convened (included County staff, subject matter experts and representatives from the cities of Lenexa and Overland Park). reStart was unanimously recommended by committee on April 29, 2024.

**May 8, 2024:** City managers received a homeless services center update and requested a follow up meeting to learn more.

**June 4, 2024:** County staff convened a meeting with Johnson County city managers to introduce reStart as the operator and convey their request for public financial support. As part of this conversation, the population-based funding concept was co-developed with city managers.

**June 4, 2024:** Chairman Kelly presented reStart’s request for public financial support to the Council of Mayors.

**June-August 2024:** Continued community conversations.







**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
JULY 15, 2024**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 15, 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, Greg Shelton, Nick Reddell, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Attorney Jeff Deane, Lauber Municipal Law; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

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

**INTRODUCTION OF STUDENTS AND SCOUTS**

There were no students or scouts present at the meeting.

**PRESENTATIONS**

None.

**PUBLIC PARTICIPATION**

- The following individuals shared their thoughts about the proposal to change the pickleball court configuration at Windsor Park:
  - Tom Heintz, 7152 Cherokee Drive
  - Connie Carlyle, 7200 Canterbury Street
  - Sara Rhodes, 7818 Aberdeen Street
  - Priscilla Banker, 7304 Canterbury Street
  - Teresa Hannon, 3725 W. 79<sup>th</sup> Street
  - Jessica Keane, 4101 W. 73<sup>rd</sup> Street
  - Derek Sandstrom, 3909 W. 73<sup>rd</sup> Street



**PRAIRIE VILLAGE**  
KANSAS

- Rachel Boden, 7136 Cherokee Drive
- Ann Custer, no address provided
- Jo Yun, 7140 Buena Vista Street, noted her support of the Mayor.
- Barbara Cantrell, 8236 Nall Avenue, shared her concern over divisiveness in the City.
- Mike Kelly, Ward 3, stated his appreciation for the Mayor, Councilmembers, and staff.

**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 - July 1, 2024
2. Consider approval of expenditure ordinance #3040
3. Consider amendment to cooperative agreement with Johnson County for participation in the Johnson County Community Development Block Grant (CDBG) and Home Investment Partnership (HOME)
4. Consider approval of short-term special use permit for the KU Kickoff event at Corinth Square

**Mr. Nelson made a motion to approve the consent agenda as presented.**

**Mr. Reddell asked that item #3 be removed for further discussion.**

**A roll call vote on items #1, #2, and #4 was taken with the following votes cast: "aye": O'Toole, Selders, Nelson, Sharp, Nguyen, D. Robinson, Shelton, Reddell, Graves, Gallagher. The motion passed 10-0.**

Mr. Reddell asked for additional information about the amended agreement with Johnson County for participation in the CDBG and HOME grants. Mr. Jordan stated that all cities in Johnson County participated in the program, which utilized federal funds to help citizens in economic need. For residents that qualified for assistance in cities such as Prairie Village, funds would be provided from the county for distribution; some larger cities, such as Overland Park, received funds directly from the federal government and managed their distribution. He added that the City did not contribute any funding to the program, and had participated in it since 2003.

**Mr. Graves made a motion to approve the amendment to the cooperative agreement with Johnson County for participation in the Johnson County Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) as presented. Mr. Shelton seconded the motion, which passed 10-0.**

**COMMITTEE REPORTS**



- Ms. Selders noted the passing of Susan Bruce, a long-time Prairie Village resident that had volunteered on many City committees through the years.
- Mr. Nelson noted that a new art exhibit had been installed at city hall.

### **MAYOR'S REPORT**

- The Mayor shared information about events that had taken place since the prior Council meeting:
  - The annual VillageFest celebration on July 4
  - A meeting with Mission Road Bible Church to discuss the potential purchase of the property by the City

### **STAFF REPORTS**

- Mr. Jordan said that a discussion on the YMCA pro forma with regard to the proposed community center would likely be held at the next Council meeting, after initial review by the Finance Committee.
- Mr. Bredehoeft shared information about recent storm damage to the Delmar-Fontana drainage system that had been installed in 2020. Public Works staff had met with contractors to make emergency repairs at a cost of approximately \$100,000.

### **OLD BUSINESS**

#### **Consider final changes to the pickleball court configuration at Windsor Park**

Mr. Gallagher stated that he, Mr. Bredehoeft, and the Mayor had met with residents adjacent to Windsor Park and pickleball players in the community to discuss the pickleball court situation at the park. He noted that surrounding neighbors were concerned about the noise and traffic generated by the courts, whereas players shared their thoughts on how much they enjoyed the game and how popular it had become. Mr. Gallagher suggested that regardless of the decision on the courts at Windsor Park, the Council should give thought to installing courts at other parks in the City that were farther from residential properties, such as Weltner Park, Harmon Park and Franklin Park.

The following points were made at a meeting that was held with residents to discuss the pickleball courts at Windsor Park:

1. A small group wished that the courts be removed altogether, but were agreeable to a modified solution
2. Better control of use times in the morning and late evening
3. Respect for the neighborhood: improve player behavior and reduce overflow into other park amenities



4. Eliminate tournament play but leave courts open for resident use
5. More control of parking on Windsor, and ensuring cars are not parked on resident lawns
6. Residents should not have to “police” the park to ensure players follow rules
7. No need for sound deadening products due to cost and appearance

Mr. Gallagher said multiple options were discussed, and ultimately two were selected for Council consideration: either repainting the facility for two tennis courts with pickleball striping, or leaving two pickleball courts and installing one tennis court with pickleball striping. He added that the impact of the initial installation of six courts had not been appropriately studied.

**Mr. Gallagher made a motion to authorize Public Works to reconfigure the Windsor Park pickleball courts at a cost of \$29,000 and amend their use conditions to the following points:**

- 1. Leave two existing pickleball-only courts and reconfigure the remaining site to one tennis court with pickleball lines added**
- 2. Install time locks on the gates establishing use time as 8:00 a.m. to dusk, and update appropriate signage to control play outside of that time period**
- 3. Add language to rules of play to remind players of other park amenities and that reservations need to be respected for all to enjoy the City’s community parks**

**Mr. Graves seconded the motion.**

Mr. Shelton noted that the general recommendation was for pickleball courts to be located at least 500 feet from residences. He noted though that neighboring residents adjacent to the pickleball courts at Meadowbrook Park were still able to hear game-related noise at distances greater than 500 feet, even with sound barriers installed on the courts. He recommended that the number of courts be limited if courts were installed at other parks, as that was the most significant driver of noise.

**After further discussion, Mr. Dave Robinson made a motion to amend the motion to remove pickleball striping from the proposed new tennis court. Ms. Nguyen seconded the motion, which failed 7-3, with Ms. Selders, Ms. Nguyen, and Mr. Dave Robinson in support.**

**A vote on the original motion passed 10-0.**

**NEW BUSINESS**

**COU2024-41**

**Consider Resolution 2024-03 of the City’s intent to exceed the revenue neutral rate and establishing the date and time of a public hearing for the 2025 budget**

Mr. Hannaman stated that the Council and staff had worked to develop the 2025 budget over the past several months, and that the Council approved the preliminary budget on



June 17. The proposed budget would maintain the same level of services as the 2024 budget. The 2025 proposed budget included a total mill rate of 18.325, the same as the 2024 rate. Mr. Hannaman said that the final mill rate could vary slightly based on the results of ongoing appraisal appeals.

Per Senate Bill 13, the proposed budget required a revenue neutral rate hearing to exceed the rate provided by the County Clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if a proposed budget would exceed the property tax levy's revenue neutral rate.

Mr. Hannaman explained that the revenue neutral rate was the tax rate in mills that would generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Prairie Village, the revenue neutral rate for 2025 would be 17.365 mills; since the proposed budget necessitated 18.325 mills, a public hearing was required. The public hearing would be held at the regular Council meeting on Tuesday, September 3, 2024. The budget public hearing and adoption of the 2025 budget would immediately follow the revenue neutral rate hearing. Approval of this item would authorize the publishing of both the budget and revenue neutral rate public hearings.

**Mr. Nelson made a motion to approve Resolution 2024-03 of the City's intent to exceed the revenue neutral rate and establishing the date and time of a public hearing for the 2024 budget. Mr. Shelton seconded the motion, which passed 8-2, with Ms. Sharp and Mr. Reddell in opposition.**

**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. Shelton and passed 10-0.**

**COUNCIL COMMITTEE OF THE WHOLE**

**COU2024-42            Consider approval of storm siren license agreement with Kansas City Christian School and purchase of a new outdoor warning siren**

Mr. Schwartzkopf said that the City's outdoor warning siren contractor, Blue Valley Public Safety (BVPS), was informed by Kansas City Christian School (KCCS), that due to the installation of a new turf field at the school, access to the siren with heavy equipment would no longer be permitted. He noted that the current siren was located in a utility easement near the southwest corner of the property. The school had allowed access to the siren across their grass field for at least the past 30 years.

In collaboration with KCCS, BVPS, and City staff, a new location was selected on the southeast corner of the school property. Staff and BVPS researched other locations in City



owned right-of-way, however based on overhead lines, access to power, and elevation, the chosen site would offer the best coverage to provide the proper warning to residents.

Mr. Schwartzkopf stated the proposed plan would be to install the new siren, confirm operational readiness with BVPS and Johnson County Emergency Management, and then decommission the existing siren. He added that the existing siren was reaching the end of its life as it was installed in December 1999.

The cost for the new siren and installation would be no more than \$39,000.00 (including a 5% contingency) and be funded from the General Fund in Building & Ground Operations and Maintenance. The City Attorney had reviewed the agreement with KCCS.

Mr. Dave Robinson asked if the existing siren was located in an easement. Mr. Schwartzkopf said that it was located in a utility easement in the backyard of an adjacent home, but the only way to access it was through the school property.

Mr. Shelton asked if there was any charge to the City to utilize the land on which the siren would be placed. Mr. Schwartzkopf said there would be no fee charged to the City.

**After further discussion, Mr. Reddell made a motion to recommend approval of the agreement with Kansas City Christian School and the purchase of a new outdoor warning siren. The motion was seconded by Mr. Graves and passed 10-0.**

#### **Revisit Council work session items**

Mr. Dave Robinson said that the list of items for discussion included in the packet had initially been gathered in February 2024 based on Councilmember suggestions. He noted that the goal of the conversation was to determine which items were still of interest or worth continuing to discuss.

Mr. Gallagher requested that the process of selecting a Council president be added to the list. Ms. Selders suggested sending out a survey to Councilmembers to develop an updated list of priorities. Mr. Dave Robinson agreed, stating that an online survey would be sent to Councilmembers and the top items would be discussed further.

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

#### **EXECUTIVE SESSION**

At 8:07 p.m., Mr. Dave Robinson made the following motion:



*"I move the City Council recess into executive session for a period of 20 minutes for a 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, and City Attorney will be present, either in person or via video conference. The open meeting will resume at 8:30 p.m." The motion was seconded by Mr. Nelson and passed 10-0.*

The open meeting resumed at 8:30 p.m.

At 8:31 p.m., Mr. Dave Robinson made the following motion:

*"I move the City Council recess into executive session for a period of 10 minutes for a 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, and City Attorney will be present, either in person or via video conference. The open meeting will resume at 8:41 p.m." The motion was seconded by Mr. Nelson and passed 10-0.*

The open meeting resumed at 8:41.

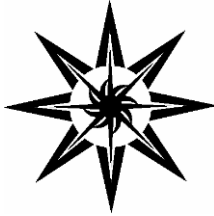
#### ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

#### ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 8:42 p.m.

Adam Geffert  
City Clerk



**ADMINISTRATION**  
City Council Date: August 5, 2024

**Consent Agenda: Consider an Ordinance approving the Prairie Village Jazz Festival 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 of the Event.**

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**RECOMMENDATION:**

Staff recommends that the City Council approve Ordinance 2497 approving the Prairie Village Jazz Festival 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 of the event.

**BACKGROUND:**

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 JazzFest Committee requests that the City approve the Prairie Village Jazz Festival on Saturday, September 7, 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. 2497  
Map

**PREPARED BY:**

Meghan Boom  
Assistant City Administrator

July 30, 2024



**ORDINANCE NO. 2497**

**AN ORDINANCE APPROVING THE PRAIRIE VILLAGE JAZZ FESTIVAL 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 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 the Prairie Village Jazz Festival as a special event to be held at Harmon Park on September 7, 2024.

Section 3. Authorization is given to barricade 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 barricaded area on September 7, 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 5th DAY OF AUGUST, 2024.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

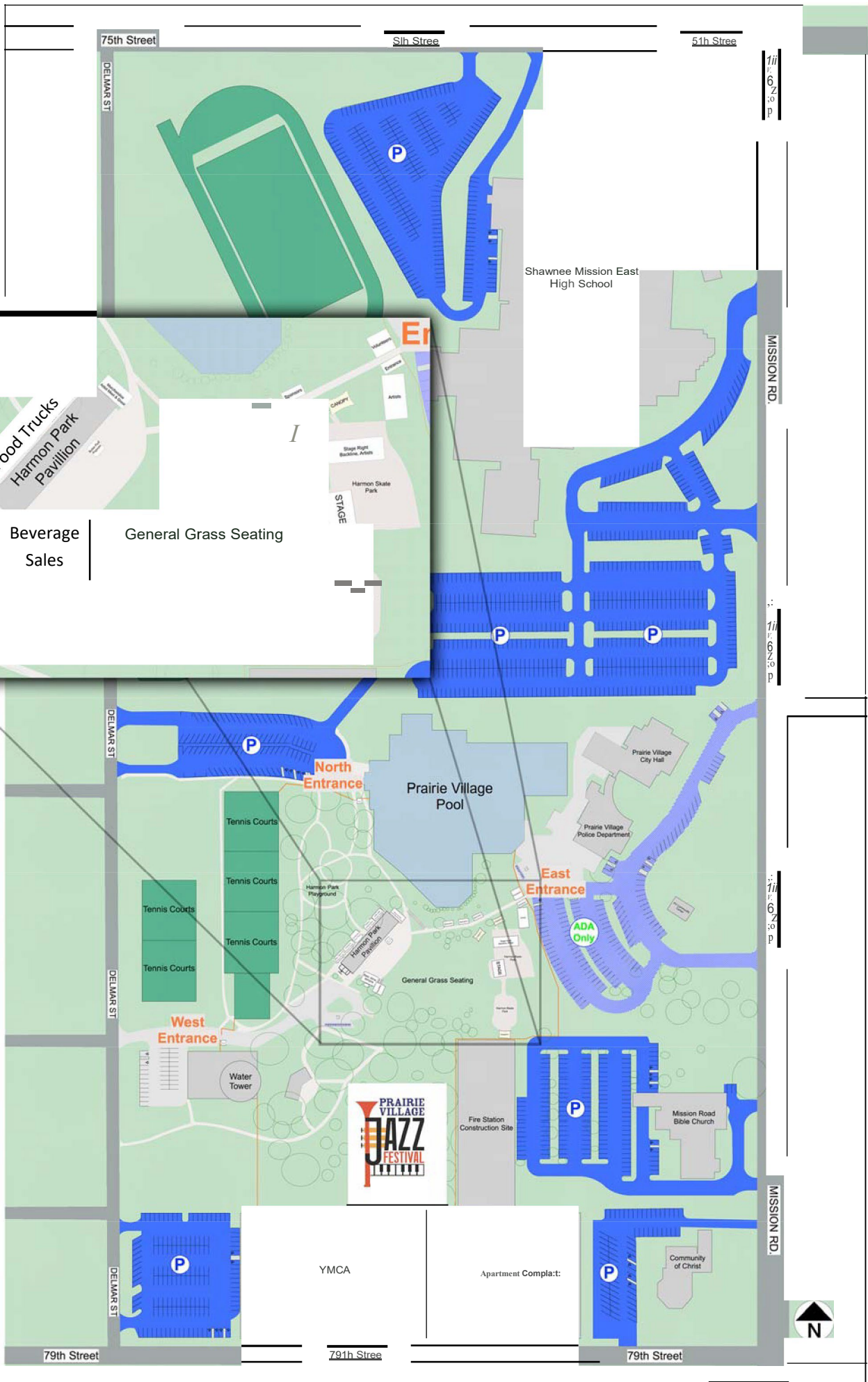
\_\_\_\_\_  
Eric Mikkelson, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



75th Street

51st Street

51st Street

MISSION RD.

MISSION RD.

MISSION RD.

MISSION RD.

MISSION RD.

DELMAR ST.

DELMAR ST.

DELMAR ST.

DELMAR ST.

79th Street

79th Street

79th Street

Shawnee Mission East High School

Prairie Village Pool

Prairie Village City Hall

Prairie Village Police Department

Fire Station Construction Site

Mission Road Bible Church

Community of Christ

YMCA

Apartment Complex



Harmon Park Pavilion

Food Trucks  
Harmon Park Pavilion

Beverage Sales

General Grass Seating

STAGE

North Entrance

East Entrance

West Entrance

ADA Only

General Grass Seating

Tennis Courts

Tennis Courts

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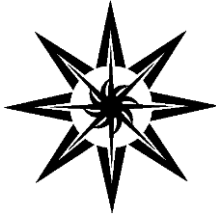
Tennis Courts

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**ADMINISTRATION**  
Meeting Date: August 5, 2024

**Consent Agenda:** Consider request for Alcoholic Beverage Waiver for Harmon Park for the Prairie Village Jazz Festival

---

**RECOMMENDATION:**

Recommend the City Council approve an Application for Alcoholic Beverage Waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 7, 2024, in conjunction with the Prairie Village Jazz Festival.

**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 required to provide appropriate security measures and comply with local and state laws governing sale and consumption of alcoholic beverages.

The Prairie Village Jazz Festival is scheduled for Saturday, September 7, 2024, on the Municipal Campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wristband following verification that they are of age to drink. The alcoholic beverages will be served under a permit issued by the State Alcoholic Beverage Control Division to the City of Prairie Village. The waiver is contingent upon the issuance of the temporary permit.

**ATTACHMENTS**

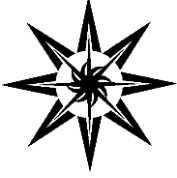
Application for Alcoholic Beverage Waiver

**PREPARED BY**

Meghan Buum  
Assistant City Administrator

**DATE**

July 30, 2024



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

1. Date/Time Application Filed 07/30/2024

2. Name/Date/Time of the Event PV Jazz Festival, 9/7/2024, 3 p.m. -10:30 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 City of Prairie Village

Address 7700 Mission Road, Prairie Village, KS 66208

Daytime Phone 913-385-4662

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

|                          |     |                                     |    |
|--------------------------|-----|-------------------------------------|----|
| <input type="checkbox"/> | Yes | <input checked="" type="checkbox"/> | No |
|--------------------------|-----|-------------------------------------|----|

License #: Applying for temporary permit, number TBD

Registered to do business in the State of Kansas?

|                                     |     |                          |    |
|-------------------------------------|-----|--------------------------|----|
| <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|-------------------------------------|-----|--------------------------|----|

4. Name of Sponsoring Organization/Applicant: Prairie Village JazzFest 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?**

The grounds will be secured. All persons drinking alcohol will have identification checked and be given a wristband to be worn. Police Department staff will be on site throughout the event and Med-Act will be on site.

5. Event Coordinator J.D. Kinney

6. Service Location Harmon Park

7. Total Number of Persons Estimated 3,000

- 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

JazzFest Committee Chairman

\_\_\_\_\_  
Title

- 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

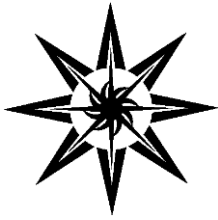
\_\_\_\_\_  
Date

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## ADMINISTRATION

Council Meeting Date: August 5, 2024  
CONSENT AGENDA

COU2024-42

**Consider approval of storm siren license agreement with Kansas City Christian School and purchase of a new outdoor warning siren**

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### RECOMMENDATION

Staff recommends approval of the agreement with Kansas City Christian School and purchase of a new outdoor warning siren.

### BACKGROUND

On/about April 16, the City's outdoor warning siren contractor, Blue Valley Public Safety (BVPS) was on site at Kansas City Christian School (KCCS), 4801 W. 79<sup>th</sup> Street, performing routine maintenance on the warning siren. Due to a new turf field being installed, KCCS notified BVPS that access to the siren with their heavy equipment would not be permitted after the completion of the work. The siren is located in a utility easement near the SW corner of the property. The school has allowed access to the siren across their grass field for at least 30 years.

In collaboration with KCCS, BVPS, and City Staff, a new location has been located on the SE corner of the school property. Staff and BVPS researched other locations on city owned right of way, however based on overhead lines, access to power, and elevation, the chosen site provides the best coverage to provide the proper warning to residents.

The plan would be to install the new siren, confirm operational readiness with BVPS and Johnson County Emergency Management, and then decommission the existing siren. The existing siren was reaching end of life as it was installed in December 1999.

The cost for the new siren and installation would be no more than \$39,000.00 (this includes a 5% contingency) and be funded from the General Fund in Building & Ground Operations and Maintenance.

The City Attorney has reviewed the agreement with KCCS.

The agreement and purchase were approved at the Council Committee of the Whole on July 15, 2024

### ATTACHMENTS

Quote from Federal Signal  
Agreement with KCCS  
Exhibit A - Site map

**PREPARED BY**

Tim Schwartzkopf  
Assistant City Administrator  
July 18, 2024

**Contact Name:** Tim Schwartzkopf, City Admin.  
**Customer:** City of Prairie Village, KS  
**Address:** 7700 Mission Rd  
**City:** Prairie Village  
**State:** KS  
**Zip:** 66208  
**Phone:** 913-385-4609  
**Cell:** \*  
**Fax:** \*  
**Email:** tschwartzkopf@pvkansas.com

**Quotation No.: ANS  
718240928**  
**Please reference quote  
no. on your order**  
**Date Quoted:** 7/18/24

**Notes:** Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

| Item No.                                  | Qty. | Model/Part No. | Description  | Unit Price   | Total               |
|---|------|----------------|--|--------------|---------------------|
| <b>Electro-Mechanical Siren Equipment</b> |      |                |  |              |                     |
| 1   | 1    | 2001-130       | ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ | \$ 10,760.00 | \$ 10,760.00        |
| 2   | 1    | DCFBTDH        | DIGITAL CONTROLLER, HIGH BAND                      | \$ 9,474.00  | \$ 9,474.00         |
| 3   | 1    | 2001TRBP       | TRANSFORMER RECTIFIER PLUS                         | \$ 3,456.00  | \$ 3,456.00         |
| 4   | 1    | AMB-P          | ANTENNA MOUNTING BRACKET, POLE                     | \$ 159.00    | \$ 159.00           |
| <b>Total Equipment</b>                    |      |                |  |              | <b>\$ 23,849.00</b> |

| <b>Shipping</b> |   |                 |               |  |             |
|-----------------|---|-----------------|---------------|--|-------------|
| 5               | 1 | ES-FREIGHT - Z2 | Shipping Fees |  | \$ 1,192.45 |

| <b>Services</b>       |   |               |  |             |                     |
|-----------------------|---|---------------|--|-------------|---------------------|
| 6                     | 1 | TK-I-2001ACDC | 2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation<br>4 Standard Batteries<br>50' Class 2 Wood Pole                  | \$ 9,400.00 | \$ 9,400.00         |
| 7                     | 1 | OMNI-4        | ANTENNA, 152-156MHZ VHF, 35 FT CABLE   | \$ 457.00   | \$ 457.00           |
| 8                     | 1 | BV-ELECTRICAL | ESTIMATED COST FOR OVERHEAD ELECTRICAL SERVICE<br><u>This does NOT include trenching, boring, or underground electrical service.</u> | \$ 2,250.00 | \$ 2,250.00         |
| <b>Total Services</b> |   |               |  |             | <b>\$ 12,107.00</b> |

**Total of Project \$ 37,148.45**

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

**Site Restoration** is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

**Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Jeff E  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates  
**Title:** General Manager

**Delivery:** 12-16 weeks  
**Freight Terms:** FOB University Park  
**Terms:**  
Equipment, Net 30 Days upon receipt  
Services, Net 30 Days as completed,  
billed monthly. Net 30 will not be held  
for installations.



**\*\*\* Purchase Order MUST be made out to: \*\*\***  
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484  
**Purchase Order MUST be e-mailed, mailed or faxed to:**  
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513  
[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

**Contact Name:** Tim Schwartzkopf, City Admin.  
**Customer:** City of Prairie Village, KS  
**Address:** 7700 Mission Rd  
**City:** Prairie Village  
**State:** KS  
**Zip:** 66208  
**Phone:** 913-385-4609  
**Cell:** \*  
**Fax:** \*  
**Email:** [tschwartzkopf@pvkansas.com](mailto:tschwartzkopf@pvkansas.com)  
**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: FWS**  
**718240928**  
**Please reference quote**  
**no. on your order**  
**Date Quoted:** 7/18/24

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Title:*

Quotation No.: FWS  
718240928

Sales Agreement

- (1) Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.
- (2) Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.
- (3) Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.
- (4) Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.
- (5) Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.
- (6) Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.
- (7) Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.
- (8) Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.
- (9) Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (10) Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.
- (11) PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.
- (12) Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

- (13) Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.
- (28) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

## **STORM SIREN LICENSE AGREEMENT**

THIS STORM SIREN LICENSE AGREEMENT (the "Agreement") is effective the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Kansas City Christian School, (the "School") and the City of Prairie Village, Kansas, a Kansas Municipal Corporation (the "City").

WHEREAS, the School is the owner of certain real property located at 4801 W. 79<sup>th</sup> Street in the City, more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City desires to place a pole and storm siren (the "Siren") in the southeastern portion of the Property at the general location indicated with a star on the attached Exhibit A,

WHEREAS, the City has contracted with an independent contractor (the "Contractor") to install and maintain the Siren.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties to this Agreement agree as follows:

1. For the term of this Agreement, the School hereby grants to the City permission to install and maintain, at the City's sole cost and expense, the Siren at the location generally described on the attached Exhibit A. The School also hereby grants to the City authorization for the purposes of access, ingress, and egress, upon the Property for the purpose of installing, maintaining, and repairing the Siren. The City shall, where possible, conduct such install, maintenance, and repair during business hours; the School specifically recognizes and acknowledges that due to the vital nature of the Siren, emergency repair outside of business hours may be required.

2. The City shall maintain the Siren and shall keep the Siren in good order and repair during the term of this Agreement. The City, its agents, employees, contractors, assigns and successors, after construction and installation of the Siren and all subsequent alterations and repairs thereto, shall restore the Property and all property of the School to as near its original condition as practical. The rights granted herein shall not be construed to interfere with or restrict the School, its administrators, successors, and assigns from the use of the Property so long as the same does not interfere with the installation, use, and maintenance of the Siren, except as otherwise provided herein.

3. The School may, at any time, notify the City in writing of its election to terminate this Agreement or its desire that the Siren be relocated within the Property. Due to the impact to public safety and planning required for relocating a Siren, the City shall remove or relocate the Siren within one hundred twenty (180) days of receipt of such written notice. Such removal or relocation shall be performed by the City at the City's sole cost and expense. After removal or relocation, the City shall restore the Property and all property of the School to as near its original condition as practical.

4. Contractor shall maintain policies of general liability, automobile liability, personal injury, and workers' compensation insurance in amounts acceptable to the School, and shall provide the School with a certificate(s) of insurance reflecting such policies upon request of the School. All such insurance policies shall name the School as an "additional" or "named" insured.

5. The School shall not be responsible or liable for any loss, damages, costs, or expenses arising out of or related to the Siren or the City's obligations or rights hereunder, except for intentional acts or due to gross negligence. By acceptance granted herein, the City agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the School, its officers, agents, servants and employees, from and against any and all costs (including attorneys' fees), expenses, damages, liabilities, claims, suits, and judgments arising out of or related to the Siren, including but not limited to those for injury or death to persons or damage to property arising out of or in any way resulting from the City's activities or other exercise of its rights granted hereunder.

6. Any notice given under this Agreement shall be provided by USPS certified mail. Notice sent to the City shall be addressed to the City Clerk of the City of Prairie Village at 7700 Mission Rd, Prairie Village, KS 66208. Notice sent to the School shall be addressed Kansas City Christian School at 4801 W 79th St, Prairie Village, KS 66208.

7. Each party represents that the undersigned are the individuals authorized to enter into and execute this Agreement and to bind and obligate such party with respect to the provision contained herein.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement effective as of the day and year first above written.

**Kansas City Christian School**

**City of Prairie Village**

\_\_\_\_\_  
Jared Barker, Head of School

\_\_\_\_\_  
Eric Mikkelson, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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





## CONSENT AGENDA

Council Meeting Date: August 5, 2024

### Consider Approval of the 2025 Mission Hills Contract and the 2025 Mission Hills Budget

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#### RECOMMENDATION

The Prairie Village Police Department recommends the City Council formalize its law enforcement relationship with the City of Mission Hills for the 2025 calendar year by approving the attached 2025 Mission Hills Contract and the 2025 Mission Hills Budget.

**COUNCIL ACTION REQUESTED ON: August 5, 2024**

#### BACKGROUND

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities. The budgetary costs for each law enforcement program are derived from formulas based on percentages of the Prairie Village Budget for services that include manpower allocation, calls for service, reported crimes, and vehicular accidents.

The 2025 Mission Hills Budget is calculated to be \$2,019,140, which is a 6.82% percent increase (\$128,853) compared to 2024. A breakdown of program costs is specified in the attached 2025 Mission Hills Budget.

The Mission Hills Contract does reflect a 4 percent increase, from \$53.84 to \$55.99 per hour, in Animal Control Services to account for merit and benefit costs.

The Mission Hills City Administrator has agreed with the contents of the attached 2025 Mission Hills Contract, as well as the 2025 Mission Hills Budget.

**ATTACHMENTS:**      2025 Mission Hills Contract  
                                 2025 Mission Hills Budget

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Prepared By:

Byron Roberson  
Chief of Police

Date: July 31, 2024

**MISSION HILLS, KANSAS**

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**2025**

**PUBLIC SAFETY BUDGET**

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**MISSION HILLS BUDGET COMPARISON FOR 2025**

| <b>PROGRAM</b>         | <b>2022</b>        | <b>2023</b>        | <b>2024</b>        | <b>2025</b>        | <b>2024-2025<br/>COMPARISON</b> | <b>%<br/>INCREASE</b> |
|------------------------|--------------------|--------------------|--------------------|--------------------|---------------------------------|-----------------------|
| Administration         | \$89,470           | \$96,301           | \$102,950          | \$110,799          | \$7,849                         | 7.62%                 |
| Staff Services         | \$171,915          | \$185,938          | \$211,287          | \$235,059          | \$23,772                        | 11.25%                |
| Community Services     | \$0                | \$0                | \$0                | \$0                | \$0                             | 0.00%                 |
| Crime Prevention       | \$12,118           | \$13,835           | \$17,353           | \$24,657           | \$7,304                         | 42.09%                |
| Patrol                 | \$1,039,061        | \$1,184,741        | \$1,268,761        | \$1,321,397        | \$52,636                        | 4.15%                 |
| Investigations         | \$104,429          | \$121,475          | \$137,474          | \$164,998          | \$27,524                        | 20.02%                |
| Special Investigations | \$0                | \$0                | \$0                | \$0                | \$0                             | 0.00%                 |
| D.A.R.E.               | \$12,286           | \$13,176           | \$14,736           | \$17,054           | \$2,318                         | 15.73%                |
| Professional Standards | \$33,179           | \$36,370           | \$42,067           | \$45,082           | \$3,015                         | 7.17%                 |
| Traffic                | \$0                | \$0                | \$0                | \$0                | \$0                             | 0.00%                 |
| Court                  | \$76,853           | \$78,746           | \$95,659           | \$100,094          | \$4,435                         | 4.64%                 |
| School Crossing Guards | \$0                | \$0                | \$0                | \$0                | \$0                             | 0.00%                 |
| <b>TOTAL</b>           | <b>\$1,539,311</b> | <b>\$1,730,582</b> | <b>\$1,890,287</b> | <b>\$2,019,140</b> | <b>\$128,853</b>                | <b>6.82%</b>          |

**PERCENTAGE OF INCREASE** **6.82%**

## SHARED COSTS vs. MISSION HILLS COSTS

| <b>PROGRAM</b>         | <b>2025 SHARED COSTS</b> | <b>MISSION HILLS COST</b> |
|------------------------|--------------------------|---------------------------|
| Administration         | \$810,530                | \$110,799                 |
| Staff Services         | \$1,408,161              | \$235,059                 |
| Community Services     | \$0                      | \$0                       |
| Crime Prevention       | \$160,749                | \$24,657                  |
| Patrol                 | \$4,370,227              | \$1,321,397               |
| Investigations         | \$1,075,604              | \$164,998                 |
| Special Investigations | \$0                      | \$0                       |
| D.A.R.E.               | \$170,542                | \$17,054                  |
| Professional Standards | \$329,790                | \$45,082                  |
| Traffic                | \$0                      | \$0                       |
| Court                  | \$555,676                | \$100,094                 |
| School Crossing Guards | \$0                      | \$0                       |
| Accounting             | \$0                      | \$0                       |
| <b>TOTAL</b>           | <b>\$8,881,279</b>       | <b>\$2,019,140</b>        |

## 10-YEAR CRIME SUMMARY

| YEAR | PRAIRIE VILLAGE | MISSION HILLS | PERCENTAGE |
|------|-----------------|---------------|------------|
| 2014 | 428             | 85            | 16.57%     |
| 2015 | 529             | 102           | 16.16%     |
| 2016 | 516             | 88            | 14.57%     |
| 2017 | 437             | 74            | 14.48%     |
| 2018 | 489             | 76            | 13.45%     |
| 2019 | 439             | 54            | 10.95%     |
| 2020 | 415             | 61            | 12.82%     |
| 2021 | 564             | 112           | 16.57%     |
| 2022 | 620             | 152           | 19.69%     |
| 2023 | 569             | 103           | 15.33%     |

|              |              |            |               |
|--------------|--------------|------------|---------------|
| <b>TOTAL</b> | <b>5,006</b> | <b>907</b> | <b>15.34%</b> |
|--------------|--------------|------------|---------------|

## PERSONNEL ALLOCATIONS - MISSION HILLS FORMULA

| COST CENTER / PROGRAM                                    | DEPARTMENT<br>EMPLOYEES | DIVISION<br>PERCENTAGE | DEPARTMENT<br>PERCENTAGE |
|--|-------------------------|------------------------|--------------------------|
| Police Administration                                    | 2                       |                        | 3.33%                    |
| Staff Services   | 10                      |                        | 16.67%                   |
| Command/Supervision                                      | 1                       | <b>10.00%</b>          |                          |
| Communications   | 6                       | <b>60.00%</b>          |                          |
| Supervisor, Records & Property Clerk                     | 3                       | <b>30.00%</b>          |                          |
| Community Services (Animal Control)                      | 2                       |                        | 3.33%                    |
| Crime Prevention   | 1                       |                        | 1.67%                    |
| Patrol   | 31                      |                        | 51.67%                   |
| Command/Supervision                                      | <b>9</b>                | <b>29.03%</b>          |                          |
| Prairie Village  | <b>13.8</b>             | <b>44.52%</b>          |                          |
| Mission Hills  | <b>8.2</b>              | <b>26.45%</b>          |                          |
| 8.2 Mission Hills officers ÷ 60 total authorized staff = |                         | <b>13.67%</b>          |                          |
| Investigations & School Resource Officers                | 6                       |                        | 10.00%                   |
| Special Investigations                                   | 2                       |                        | 3.33%                    |
| D.A.R.E.   | 1                       |                        | 1.67%                    |
| Professional Standards                                   | 1                       |                        | 1.67%                    |
| Traffic Unit   | 4                       |                        | 6.67%                    |
| <b>TOTAL</b>   | <b>60</b>               |                        | <b>100.00%</b>           |

**Includes Patrol Division Commander, Patrol Operations Sergeant, three Patrol sergeants, three Patrol corporals, and Traffic Sergeant**

**These personnel allocation percentages will appear again on the Staff Services page**

**These personnel allocation percentages will appear again on the Patrol page**

**This number includes one IT position (IT Specialist)**

**This personnel allocation percentage will appear again on the Administration page**

**ADMINISTRATION**

|                                |             |                 |                  |
|--------------------------------|-------------|-----------------|------------------|
| <b>PROGRAM BUDGET</b>          |             |                 | <b>\$823,550</b> |
| Removal of Unshared Costs:     |             |                 |                  |
| Civil Defense-utilities (KCPL) | 21-6000-000 | \$2,300         |                  |
| TIPS Hotline                   | 21-6009-028 | \$4,000         |                  |
| Civil Defense-maintenance      | 21-6029-000 | \$5,250         |                  |
| Holiday Cards                  | 21-7014-050 | \$400           |                  |
| VillageFest                    | 21-7014-000 | \$70            |                  |
| Artwork & repair               | 21-7014-049 | \$1,000         |                  |
| <b>Total Unshared Costs</b>    |             | <b>\$13,020</b> |                  |

**TOTAL SHARED COST** **\$810,530**

Personnel Allocation - Mission Hills officers **13.67%**

**MISSION HILLS COST** **\$110,799**

**2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST**

**8.2 MISSION HILLS OFFICERS ÷ 60 TOTAL STAFF = 13.67%**

**TOTAL SHARED COST x MISSION HILLS ALLOCATION = MISSION HILLS COST**

**STAFF SERVICES**

|                               |                    |
|-------------------------------|--------------------|
| <b>PROGRAM BUDGET</b>         | <b>\$1,411,661</b> |
| Removal of:                   |                    |
| Notify JoCo - Prairie Village | 01-03-22-6001-060  |
|                               | \$3,500            |
| <b>TOTAL SHARED COST</b>      | <b>\$1,408,161</b> |

|   |  |                 |
|---|--|-----------------|
| Addition of:  |  |                 |
| IT Specialist   | \$110,354  |                 |
| Mission Hills Total Calls for Service, Major Crimes & Accidents | 14.92%   |                 |
| <b>IT SPECIALIST COST</b>                                       | IT Specialist salary x Mission Hills crimes & accidents percentage = | <b>\$16,469</b> |

|  |  |             |             |             |             |             |             |             |             |             |              |                  |
|--|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|------------------|
| <b>COMMUNICATIONS - Personnel Allocation</b> | <b>60.00%</b>  |             |             |             |             |             |             |             |             |             |              |                  |
| <b>Calls for Service</b>                     | <b>2014</b>  | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>TOTAL</b> | <b>%</b>         |
| Prairie Village                              | 6,587  | 7,197       | 7,014       | 6,746       | 8,135       | 7,839       | 8,577       | 8,048       | 8,777       | 9,530       | 78,450       | 83.08%           |
| Mission Hills                                | 1,437  | 1,738       | 1,573       | 1,416       | 1,719       | 1,379       | 1,636       | 1,494       | 1,759       | 1,829       | 15,980       | 16.92%           |
| <b>COMMUNICATIONS COST</b>                   | total shared cost x personnel allocation x Mission Hills calls for service = |             |             |             |             |             |             |             |             |             |              | <b>\$142,978</b> |

|                                       |  |             |              |             |             |             |             |             |             |             |              |                 |
|---------------------------------------|--|-------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|-----------------|
| <b>RECORDS - Personnel Allocation</b> | <b>30.00%</b>  |             |              |             |             |             |             |             |             |             |              |                 |
| <b>Major Crimes</b>                   | <b>2014</b>  | <b>2015</b> | <b>2016</b>  | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>TOTAL</b> | <b>%</b>        |
| Prairie Village                       | 428  | 529         | 516          | 437         | 489         | 439         | 415         | 564         | 620         | 569         | 5,006        | 84.66%          |
| Mission Hills                         | 85   | 102         | 88           | 74          | 76          | 54          | 61          | 112         | 152         | 103         | 907          | 15.34%          |
| <b>Accidents</b>                      | <b>2014</b>  | <b>2015</b> | <b>2016</b>  | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>TOTAL</b> | <b>%</b>        |
| Prairie Village                       | 405  | 446         | 487          | 457         | 428         | 389         | 218         | 249         | 241         | 304         | 3,624        | 90.65%          |
| Mission Hills                         | 31   | 43          | 62           | 41          | 39          | 41          | 28          | 29          | 29          | 31          | 374          | 9.35%           |
| <b>PV TOTAL</b>                       | <b>833</b>   | <b>975</b>  | <b>1,003</b> | <b>894</b>  | <b>917</b>  | <b>828</b>  | <b>633</b>  | <b>813</b>  | <b>861</b>  | <b>873</b>  | <b>8,630</b> | <b>87.07%</b>   |
| <b>MH TOTAL</b>                       | <b>116</b>   | <b>145</b>  | <b>150</b>   | <b>115</b>  | <b>115</b>  | <b>95</b>   | <b>89</b>   | <b>141</b>  | <b>181</b>  | <b>134</b>  | <b>1,281</b> | <b>12.93%</b>   |
| <b>RECORDS COST</b>                   | total shared cost x Records personnel allocation x Mission Hills crimes & accidents percentage = |             |              |             |             |             |             |             |             |             |              | <b>\$54,602</b> |

|   |  |                 |
|---|--|-----------------|
| <b>COMMAND - Personnel Allocation</b>                     | <b>10.00%</b>  |                 |
| Mission Hills Total Calls for Service, Crimes & Accidents | 14.92%   |                 |
| <b>COMMAND COST</b>                                       | total shared cost x Command personnel allocation x Mission Hills Calls, Crimes & Accidents = | <b>\$21,010</b> |

|                           |                  |
|---------------------------|------------------|
| <b>MISSION HILLS COST</b> | <b>\$235,059</b> |
|---------------------------|------------------|

**2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST**

**PERSONNEL ALLOCATION PERCENTAGES FROM THE MISSION HILLS FORMULA PAGE**

**MISSION HILLS CALLS FOR SERVICE = MISSION HILLS CRIMES & ACCIDENTS ÷ 2 = OVERALL PERCENTAGE**

**IT SPECIALIST + COMMUNICATIONS COST + RECORDS COST + COMMAND COST = MISSION HILLS COST**

**CRIME PREVENTION**

**PROGRAM BUDGET** **\$160,749**

Removal of:

NO ITEMS

\$0

**TOTAL SHARED COST** **\$160,749**

| Major Crimes    | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | TOTAL | %      |
|-----------------|------|------|------|------|------|------|------|------|------|------|-------|--------|
| Prairie Village | 428  | 529  | 516  | 437  | 489  | 439  | 415  | 564  | 620  | 569  | 5,006 | 84.66% |
| Mission Hills   | 85   | 102  | 88   | 74   | 76   | 54   | 61   | 112  | 152  | 103  | 907   | 15.34% |

**MISSION HILLS COST** **\$24,657**

**2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST**

**TOTAL SHARED COST x MISSION HILLS MAJOR CRIMES PERCENTAGE = MISSION HILLS COST**

**PATROL**

|  |             |                    |
|--|-------------|--------------------|
| <b>PROGRAM BUDGET</b>                                    |             | <b>\$4,731,527</b> |
| Removal of Unshared Costs:                               |             |                    |
| Vehicle Maintenance / Assembly / Graphics                | 25-6025     | \$88,500           |
| Repair / In Car Video (Watchguard)                       | 25-6029-011 | \$3,000            |
| Vehicle Ops / Air Cards<br>(no car washes/registrations) | 25-7009     | \$29,300           |
| Fuel   | 25-7008-000 | \$71,400           |
| No Parking Signs   | 25-7010-083 | \$100              |
| Vehicle Acquisitions                                     | 25-8006-000 | \$144,000          |
| Equipment Acquisitions                                   | 25-8003     | \$25,000           |
| <b>Total Unshared Costs</b>                              |             | <b>\$361,300</b>   |

**TOTAL SHARED COST** **\$4,370,227**

|                                    |                            |     |        |             |
|------------------------------------|----------------------------|-----|--------|-------------|
| <b>PATROL PERSONNEL ALLOCATION</b> |                            |     |        |             |
|                                    | Mission Hills              | 8.2 | 26.45% | \$1,155,925 |
|                                    | Patrol Command/Supervision | 9   | 13.67% | \$158,015   |

**BUDGET SUBTOTAL** Mission Hills Personnel Allocation +  
Patrol Command/Supervision **\$1,313,940**

|                           |  |                |
|---------------------------|--|----------------|
| <b>DIRECT COSTS</b>       |  |                |
|                           | K-9 Unit -- 13.67% of \$5,000 = Mission Hills cost | \$684          |
|                           | Vehicle insurance                                  | \$6,773        |
| <b>Total Direct Costs</b> |  | <b>\$7,457</b> |

**MISSION HILLS COST** Budget Subtotal + direct costs = **\$1,321,397**

**2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST**

**OVERALL RATIO OF MISSION HILLS OFFICERS TO PATROL STAFF**

**TOTAL SHARED COST x MISSION HILLS PERSONNEL ALLOCATION**

**MISSION HILLS PATROL COSTS x PATROL COMMAND/SUPERVISION ALLOCATION OF PERSONNEL**

**MISSION HILLS PATROL COSTS + PATROL COMMAND/SUPERVISION ALLOCATION OF PERSONNEL = BUDGET SUBTOTAL**

**BUDGET SUBTOTAL + DIRECT COST = MISSION HILLS COST**



**INVESTIGATIONS**

|                            |                    |
|----------------------------|--------------------|
| <b>PROGRAM BUDGET</b>      | <b>\$1,075,604</b> |
| Removal of Unshared Costs: |                    |
|                            | NO ITEMS           |
| Total Unshared Costs       | <b>\$0</b>         |

|   |                    |
|---|--------------------|
| <b>TOTAL SHARED COST</b>                                      | <b>\$1,075,604</b> |
| 10-Year Crime Summary Percentage (from Mission Hills Formula) | <b>15.34%</b>      |

|                           |                  |
|---------------------------|------------------|
| <b>MISSION HILLS COST</b> | <b>\$164,998</b> |
|---------------------------|------------------|

**2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST**

**PERCENTAGE BASED ON THE 10-YEAR CRIME SUMMARY**

**TOTAL SHARED COST x CRIME SUMMARY PERCENTAGE = MISSION HILLS COST**

**D.A.R.E.**

**PROGRAM BUDGET** **\$170,542**

Removal of Unshared Costs:

NO ITEMS

Total Unshared Costs **\$0**

**TOTAL SHARED COST** **\$170,542**

Estimated Percentage of Mission Hills Students **10.00%**

**MISSION HILLS COST** **\$17,054**

**2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST**

**TOTAL SHARED COST x PERCENTAGE OF MISSION HILLS STUDENTS =  
MISSION HILLS COST**

**PROFESSIONAL STANDARDS**

|                            |          |                  |
|----------------------------|----------|------------------|
| <b>PROGRAM BUDGET</b>      |          | <b>\$329,790</b> |
| Removal of Unshared Costs: |          |                  |
|                            | NO ITEMS |                  |
| Total Unshared Costs       |          | <b>\$0</b>       |

|                          |   |                  |
|--------------------------|---|------------------|
| <b>TOTAL SHARED COST</b> |   | <b>\$329,790</b> |
|                          | Total Staff   | 60               |
|                          | Mission Hills Officers  | 8.2              |
|                          | Personnel Allocation - Mission Hills officers ÷ Total Staff = | <b>13.67%</b>    |

**MISSION HILLS COST** **\$45,082**

2025 BUDGET - UNSHARED COSTS = TOTAL SHARED COST  
8.2 MISSION HILLS OFFICERS ÷ 60 TOTAL STAFF = 13.67% PERSONNEL ALLOCATION  
TOTAL SHARED COST x MISSION HILLS ALLOCATION = MISSION HILLS COST

**COURT**

**PROGRAM BUDGET** **\$702,496**

Removal of:

|   |                   |                  |
|---|-------------------|------------------|
| Prairie Village Jail Costs                            | 01-04-48-6019-000 | \$19,000         |
| Prairie Village Judges/Prosecutor/Public Defender     | 01-04-47-6009-000 | \$99,920         |
| Prairie Village Credit Card Fees for On-line Payments | 01-04-48-6009-000 | \$23,000         |
| Prairie Village Interpreters                          | 01-04-48-6009-000 | \$2,300          |
| Prairie Village STO / UPOC                            | 01-04-48-6024-000 | \$100            |
| Mission Hills Credit Card Fees/Bonds                  | 01-04-48-6009-000 | \$2,500          |
| <b>Total Unshared Costs</b>                           |                   | <b>\$146,820</b> |

**TOTAL SHARED COST** **\$555,676**

| <b>CASES FILED</b> | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> | <b>TOTAL</b> | <b>%</b> |
|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|----------|
| Prairie Village    | 10,181      | 8,889       | 8,056       | 8,455       | 8,947       | 8,016       | 6,131       | 6,792       | 4,769       | 5,692       | 75,928       | 82.78%   |
| Mission Hills      | 2,526       | 2,125       | 1,291       | 1,892       | 1,754       | 1,719       | 987         | 1,260       | 948         | 1,294       | 15,796       | 17.22%   |

**DIRECT COSTS**

|  |                    |
|--|--------------------|
| Mission Hills Credit Card Fees/Bonds                 | \$2,500            |
| Mission Hills Bank Fees <i>(based on prior year)</i> | \$1,900            |
| Credit Card Fees for On-line Payments                | <i>As Incurred</i> |
| Court Appointed Attorneys                            | <i>As Incurred</i> |
| Interpreters   | <i>As Incurred</i> |

**TOTAL DIRECT COSTS** **\$4,400**

**MISSION HILLS COST** **100,094**

Total Shared Cost x Mission Hills percentage of cases filed + direct costs =

# MISSION HILLS AGREEMENT – 2025

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as “Prairie Village,” and the City of Mission Hills, Kansas, a municipal corporation, hereinafter referred to as “Mission Hills.”

**WHEREAS**, Prairie Village and Mission Hills are adjoining cities and share many of the same problems and concerns for police protection; and

**WHEREAS**, in the opinion of the governing bodies of Prairie Village and Mission Hills, the consolidated operation of law enforcement and policing of the two cities will be to the mutual benefit and the general welfare of the persons and properties of both municipalities; and

**WHEREAS**, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to enter into a contract with respect to performance of government services; and

**WHEREAS**, the governing bodies of said cities have determined to enter into an agreement as authorized and provided by K.S.A. 12-2908 and amendments thereto,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed as follows:

**A. Services Provided.** Prairie Village shall furnish to Mission Hills during the term of this agreement, the following items:

**1. Police Vehicles.** It is agreed and understood that Mission Hills has previously paid for four police vehicles that are currently being used primarily in the City of Mission Hills and said vehicles are identified as:

|     |      |           |                 |
|-----|------|-----------|-----------------|
| 353 | 2023 | Ford      | Explorer Hybrid |
| 151 | 2021 | Ford      | Explorer Hybrid |
| 350 | 2023 | Chevrolet | Tahoe           |
| 352 | 2023 | Chevrolet | Tahoe           |

Each of these vehicles is registered to the City of Prairie Village.

During the terms of this agreement, Mission Hills shall be responsible for the replacement costs of any new vehicles needed. The Chief of Police shall notify the Mission Hills City Administrator when fleet bids are being offered. Replacement vehicles for Mission Hills will be offered as part of the fleet purchase, above the costs of this contract, if desired and approved by Mission Hills. New vehicles will be titled to the City of Prairie Village. Collision and liability insurance on the vehicles purchased by Mission Hills shall be maintained and paid for by Prairie Village.

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2025 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

It is agreed and understood that if both parties agree to terminate the conditions of this contract, those vehicles purchased by the City of Mission Hills, but titled to the City of Prairie Village, shall be transferred back to the ownership of Mission Hills for the sum of **\$1.00**.

**2. Police Personnel.** Prairie Village shall provide to Mission Hills the services of police officers, detectives, and other personnel as adopted by budget formulas to provide efficient and effective law enforcement services. The Chief of Police will approve staffing/scheduling in consultation with the Mission Hills City Administrator. With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or

effect a reduction in the amount due Prairie Village by Mission Hills under this Agreement when such an officer is unavailable due to an excused absence. An "excused absence" is an absence provided for under Prairie Village's personnel policies and for which the officer receives monetary compensation or compensatory time directly from Prairie Village for the absence, but does not include any such absence for which the officer is receiving monetary compensation for the absence from Workers' Compensation or other insurance. If any additional officer is unavailable for any reason other than an excused absence, Prairie Village shall either assign a replacement officer for the position or effect an appropriate reduction in the amount due Prairie Village by Mission Hills under this Agreement. Prairie Village shall use its best efforts to ensure that excused absences of police officers assigned to Mission Hills shall not be disproportionately higher than excused absences of police officers assigned to Prairie Village.

Prairie Village shall provide the services of such supervisory and support personnel as shall be necessary for the operation of said police cars and to provide normal police services.

Prairie Village shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said police personnel, which may accrue from or be attributable to the employer-employee relationship.

All Prairie Village Police officers, and all cars used by such police officers, including the vehicles designated as the Mission Hills police vehicles, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police vehicles designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's offices at 7710 Mission Road, Prairie Village, Kansas. The Chief of Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills' vehicles and personnel operating same.

Mission Hills will designate an individual who shall serve as its representative to consult with the Chief of Police. All Prairie Village Police officers shall be deputized to act as police officers in Mission Hills and all Prairie Village personnel, in carrying out the police functions for Mission Hills as contemplated by this Agreement, shall be deemed to be acting for, and as the police arm of, Mission Hills.

It is further mutually agreed by the governing bodies of the respective cities hereto that each will respectively do all acts necessary and proper as provided in K.S.A. 19-2645 and K.S.A. 19-2646, and acts amendatory and supplemental thereto, for carrying out the applicable provisions of this Agreement.

3. **Court Personnel.** Prairie Village shall also provide a Clerk of the Court for the Mission Hills Municipal Court for two court sessions per month. Said Clerk shall be assigned by the Court Administrator of the Prairie Village Municipal Court. Said Clerk of the Court shall perform all duties as required by law and shall be deemed to be acting for and on behalf of the City of Mission Hills while performing said duties. Prairie Village shall not be liable in any manner for the actions of said clerk of the Court in the performance or nonperformance of said duties. Prairie Village shall be reimbursed for the costs of providing said Court personnel, which amount is included in the total contract amount as provided in Paragraph B of this Agreement.

4. **Humane Officer.** For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of **\$55.99** per hour.

It is further agreed that Prairie Village has entered into a contract agreement with Great Plains SPCA for the professional care, impounding and boarding of animals taken into custody by the Police Department. This service is not included in the



contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by Great Plains SPCA.

**5. General Law Enforcement Services.** Prairie Village shall provide to Mission Hills law enforcement services necessary to efficiently maintain public safety in the City of Mission Hills. These services include, but are not limited to, administration of the Police Department; 9-1-1 and non-emergency PSAP for communications to the Police Department and police vehicles; Records for maintaining law enforcement files; Crime Prevention Program for education to reduce community vulnerability to crime and establish "community-oriented policing;" Investigations function that provides for the investigation of Part I and Part II crimes perpetrated by adults and youths; D.A.R.E. to provide a prevention aspect to adolescent drug use; the Property Room and evidence system, and the Department's comprehensive training.

**B. Reimbursement Costs.** Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of *two million, nineteen thousand, one hundred and forty dollars (\$2,019,140.00)*, said amount to be paid by Mission Hills at the rate of *one hundred and sixty eight thousand, two hundred and sixty one dollars and sixty seven cents (\$168,261.67)*, per month during the term of this Agreement, said payment to be made not later than the 15<sup>th</sup> day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2025, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A-2, any additional officer is unavailable for any reason other than an excused absence and Prairie Village elects not to assign a replacement officer, an appropriate increase

or decrease will be made in the amount due Prairie Village by Mission Hills hereunder. However, the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

**C. Reports.** The Chief of Police of Prairie Village shall at least once a month submit to Mission Hills a complete written report of the police activity and protection provided within said city.

**D. Liability Insurance and Uninsured Claims.** The parties recognize that actions (or omissions) in connection with services to be provided by Prairie Village under this Agreement may result in, or give rise to, claims against Mission Hills or Prairie Village, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Prairie Village has obtained liability insurance relating to the operation of the Police Department and relating to the operation of vehicles used in providing the services contemplated by this Agreement. Part of the cost of these policies is allocated to Mission Hills and included in the total contract amount as provided in Paragraph B of this Agreement. Mission Hills shall at all times be named as an insured party on both such insurance policies.

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights, which such companies may have against Prairie Village or Mission Hills, as the case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Mission Hills or Prairie Village or both for alleged injuries or damages which are not covered by any of such insurance policies. With respect to such uninsured claims: The parties agree that Mission Hills should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to a risk that would not have been incurred by Prairie Village, if Prairie Village were not providing services to Mission Hills under this Agreement; and

Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

Accordingly, the parties agree that the circumstances surrounding any claim, which is not covered by insurance and which relates to or arises from actions (or omissions) in connection with services provided or to be provided by Prairie Village under this Agreement, will be examined at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim, which are to be paid by Mission Hills and the appropriate percentage of such costs, which are to be paid by Prairie Village.

E. **Effective Date.** This Agreement shall be in effect from January 1, 2025, through December 31, 2025, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

**IN WITNESS WHEREOF**, the Mayor of Prairie Village, Kansas, has signed this Agreement on behalf of the City of Prairie Village, as such mayor, and the City of Prairie Village has caused these presents to be attested by its Clerk and the seal of said city to be hereto attached; and the Mayor of Mission Hills, Kansas, has signed this Agreement on behalf of the City of Mission Hills, as such mayor, and the City of Mission Hills has caused these presents to be attested by its Clerk, and the seal of said City to be hereto attached, the day and year first above written.

**THE CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
**Eric Mikkelson – Mayor**

**ATTEST:**

\_\_\_\_\_  
**Adam Geffert – City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Alex Aggen – City Attorney**

**THE CITY OF MISSION HILLS, KANSAS**

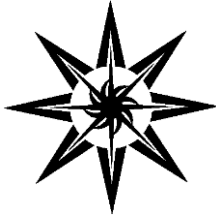
By: \_\_\_\_\_  
**David W. Dickey – Mayor**

**ATTEST:**

\_\_\_\_\_  
**Meghan Woolbright - City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Anna M. Krstulic – City Attorney**



## ADMINISTRATION

City Council Date: August 5, 2024

**Consider an Ordinance approving a private outdoor event as a special event and authorizing the consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of a barricaded public area at such event**

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### **RECOMMENDATION:**

Staff recommends that the City Council approve an Ordinance approving a private outdoor event on certain public streets and sidewalks adjacent to the residential properties located at 6524 Granada Street, 6528 Granada Street and 6529 Granada Street on August 24, 2024, between the hours of 7:00 p.m. and 11:00 p.m., which may include the consumption of alcohol and/or cereal malt beverages within the boundaries of a barricaded area of the event.

### **BACKGROUND:**

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. This private event will serve as a fundraiser for Prairie Elementary School. Surrounding neighbors have indicated their support of the event per the attached resident petition.

### **ATTACHMENTS:**

Ordinance No. 2498

Application for neighborhood special event permit

Exhibit identifying plan for location of activities

Resident petition for street closure / neighborhood special event

### **PREPARED BY:**

Adam Geffert

City Clerk

**Date:** July 31, 2024

**ORDINANCE NO. 2498**

**AN ORDINANCE APPROVING A PRIVATE OUTDOOR EVENT AS A SPECIAL EVENT AND AUTHORIZING THE CONSUMPTION AND POSSESSION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGES WITHIN THE BOUNDARIES OF A BARRICADED PUBLIC AREA AT SUCH EVENT.**

**WHEREAS**, an application has been made to the City for the holding of a special event to be held on certain public streets and sidewalks adjacent to the residential properties located at 6524 Granada Street, 6528 Granada Street and 6529 Granada Street as identified on the exhibit attached hereto, on August 24, 2024, between the hours of 7:00 p.m. and 11:00 p.m., which event may include the consumption of alcohol and/or cereal malt beverages (the "Event"); and

**WHEREAS**, pursuant to KSA 41-719 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.

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

**Section 1.** Authorization is given to barricade the area outlined on the attached exhibit during the Event, including the marked public streets and sidewalks. A smaller area may be selected based on the size of the Event, but the Event boundary may not be expanded. Event organizers shall designate the boundary in a clear and understandable manner, and shall post signage identifying that boundary and reaffirming that no alcoholic liquor or cereal malt beverages may be removed from barricaded area.

**Section 2.** Vendors or Event organizers holding the appropriate licenses or permits from the State of Kansas to provide alcoholic liquor and cereal malt beverages may, in accordance with such licenses and permits, and in accordance with all other applicable state laws and municipal ordinances, including this ordinance, provide such alcoholic liquor and cereal malt beverages within the barricaded area during the Event at no cost.

**Section 3.** Event attendees may possess and consume alcoholic liquor and cereal malt beverages within such barricaded area during the Event, provided that such possession, and consumption is at all times in compliance with the terms of this ordinance and all other applicable laws and municipal regulations.

**Section 4.** 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 5th DAY OF AUGUST 2024.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

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Eric Mikkelson, Mayor

**ATTEST:**

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Adam Geffert, City Clerk

**APPROVED AS TO LEGAL FORM:**

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Alex Aggen, City Attorney

416 115



# APPLICATION FOR NEIGHBORHOOD SPECIAL EVENT PERMIT

City of Prairie Village, Kansas

1. Date/Time Application Filed 6/28/2024

2. Date/Time Received by Chief of Police 7/1/2024 12:00 PM.

Neighborhood Special Event Permits must be submitted for approval to the Chief of Police a minimum of two weeks prior to the commencement date of the special event. The Chief of Police shall determine whether to approve, approve with conditions, or deny the permit within one week after the application is received.

3. Applicant's Name Emily Broxterman

Home Address 6524 Granada Dr  
Prairie Village, KS 66208

Home Phone 913-687-5239 Business Phone \_\_\_\_\_

Cell Phone 913-687-5239 Email emilybroxterman@gmail.com

4. Location of Event 6524 Granada Dr

- Is the Applicant the  owner of the property  
 occupant of the property  
 both

5. Will the Event occur at multiple property addresses?  Yes  No

If yes, please attach a separate sheet listing all property addresses, owners' names and contact information.

6. Dates of Event Saturday, August 24th, 2024

Daily Hours of Operation

Starting Time 7pm Completion Time 11pm

Estimated daily attendance (indicate if attendance varies by day) \_\_\_\_\_  
around 175 people attending

7. Please attach documents containing the following:

- a. A detailed description of the event;
- b. A description of any signs or structure used in conjunction with the event;
- c. A sketch plan showing the location of the activities, structure and signs in relation to existing buildings, parking areas, streets and property lines, and
- d. Any additional information deemed necessary by the City.

**APPLICATION FOR NEIGHBORHOOD SPECIAL EVENT PERMIT**

Page No. 2

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The Police Department may deny a neighborhood special event permit if it determines that there are no conditions which can be imposed which will protect the public safety and welfare.

The Police Department may grant a neighborhood special event permit with conditions deemed necessary to protect the public safety and welfare, including, but not limited to:

- The placement by the Public Works Department of signs, including limited turning signs, one way traffic signs, protected pedestrian crossing signs, and restricted parking signs, in order to regulate traffic flow, parking, and pedestrian safety,
- The presence of police officers during some or all of the neighborhood special event operating times in order to regulate and enforce traffic, pedestrian safety and parking and to insure that fire and police protection and ambulance service to the areas near such neighborhood special event are not unduly interfered with or prevented,
- Limits on the hours of operation in order to prevent a diversion of police from normal services.

If the Police Department determines that signage or police presence is required, or if the City provides other services or equipment at the request of the applicant, the applicant shall be required to reimburse the City for the costs of such signage, equipment or services.

If costs are to be reimbursed to the City, the applicant shall pay the estimated costs upon issuance of the neighborhood special event permit. If the costs are less than the estimated cost advance, the City shall refund the difference to the applicant within 30 days of the termination of the neighborhood special event. If the costs are more than the estimated cost advance, the City shall so notify the applicant who is obligated to pay such excess costs within 30 days of demand therefore.

I hereby accept this financial responsibility and agree to reimburse the City of Prairie Village for all costs incurred as a direct result of this Neighborhood Special Event Permit.

I also understand and do agree that as the applicant for this Neighborhood Special Event Permit, I/we indemnify the City of Prairie Village and hold it harmless for any and all liabilities, including the cost of defense, it may incur as a result of, or out of the conduct of, any neighborhood special event.

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Applicant Signature

6/28/24

Date



**APPLICATION FOR NEIGHBORHOOD SPECIAL EVENT PERMIT**

Page No. 3


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NOTE: If the Police Department disapproves any application, it shall give the reasons therefore in writing, file same with the City Clerk and mail or deliver a copy to the applicant. The applicant may appeal such disapproval by filing a written notice thereof with the City Clerk within 15 days after the Police Department files the statement of reasons for the disapproval. A hearing on such appeal shall be held by the Governing Body of the City no more than 14 days after the applicant files such notice of appeal. The Governing Body, after a hearing, may reverse or affirm the decision of the Police Department by a majority vote. Applicant may bring an action in the District Court of Johnson County to determine the reasonableness of any such decision. Such appeals must be filed in the District Court within 30 calendar days after the date that the decision of the Governing Body was made.

Application for this Neighborhood Special Event Permit is:

- Approved
- Approved with the conditions listed on the attached memorandum
- Disapproved with explanation listed on the attached memorandum

  
\_\_\_\_\_  
Chief of Police  
7/18/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Clerk  
7/2/2024  
\_\_\_\_\_  
Date

# Application for neighborhood permit - special event

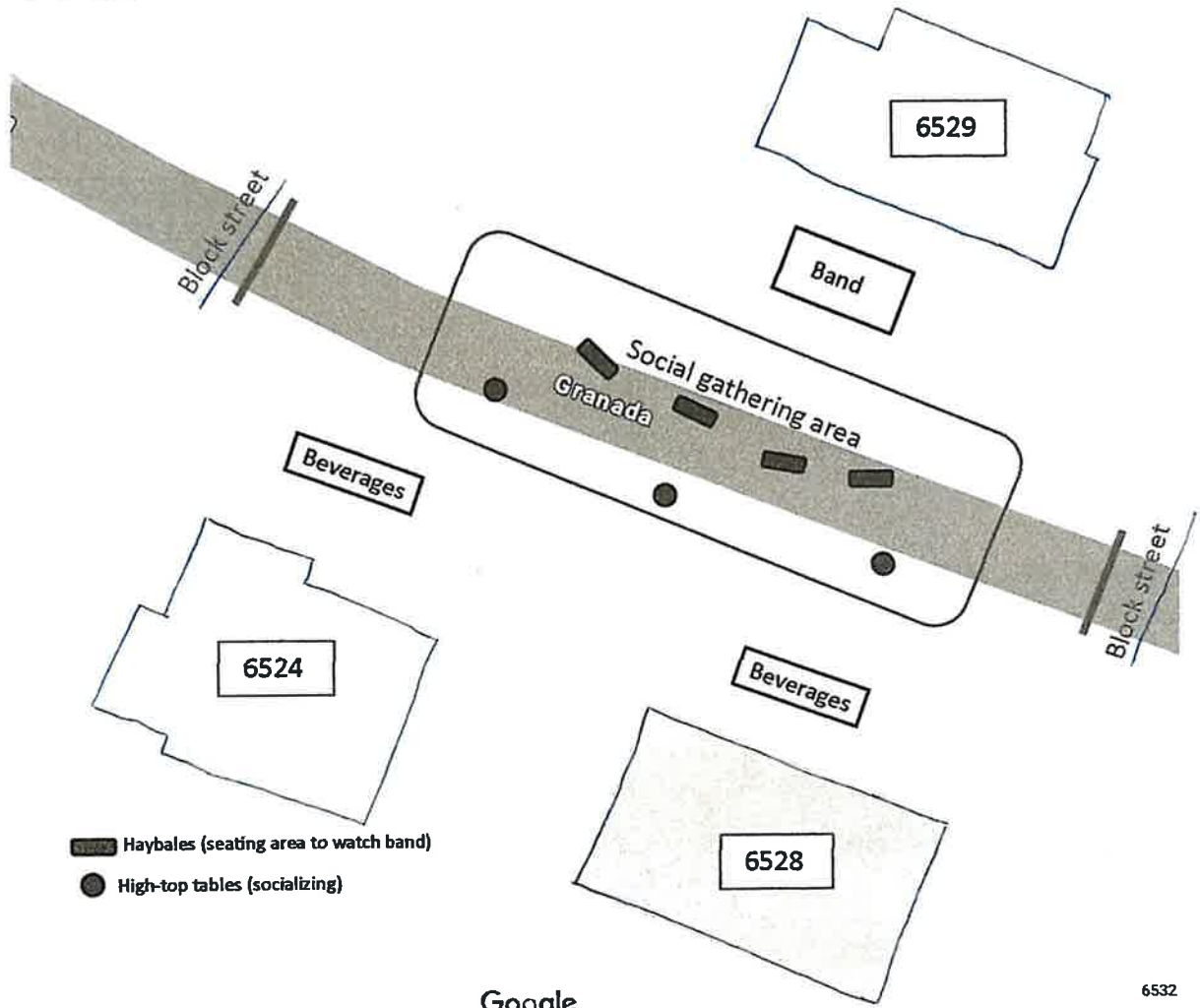
## Property addresses for event:

1. 6524 Granada Drive, PV KS
  - a. Owners: Emily Broxterman and Maykol Postigo
  - b. Phone: 913-687-5239
  - c. Email: [emilybroxterman@gmail.com](mailto:emilybroxterman@gmail.com)
2. 6528 Granada Dr, PV KS
  - a. Owners: Sarah and Brad Clutter
  - b. Phone: 913-909-3116
  - c. Email: [sclutter27@gmail.com](mailto:sclutter27@gmail.com)
3. 6529 Granada Dr, PV KS
  - a. Owners: Emily and Jamie Cook
  - b. Phone: 520-979-5701
  - c. Email: [emily.stelzer.cook@gmail.com](mailto:emily.stelzer.cook@gmail.com)

## Description of the event:

This event will be a social gathering on the evening of August 24<sup>th</sup> with approximately 150 people attending. The event is a fundraiser for Prairie Elementary School, and all funds raised will go to support the school. There will be a live band providing entertainment. Both alcoholic and non-alcoholic beverages will be served. We are requesting permission to block our street around these 3 properties to allow for people to gather, socialize, and enjoy the music.

# Plan for location of activities



## RESIDENT PETITION FOR STREET CLOSURE/NEIGHBORHOOD SPECIAL EVENT PERMIT

Date & Times of Special Event August 24<sup>th</sup>, 2024 / 7:00 PM TO 11:00 PM

Location of Event 6524, 6528, 6529 Granada Dr

Event Organizer Emily Broxterman

Daytime Phone Number 913-687-5239

| Printed Name              | Signature          | Address                    |
|---------------------------|--------------------|----------------------------|
| Marilyn Luther            | <i>[Signature]</i> | 4104 W 66 <sup>th</sup> St |
| Walter Kincaid            | <i>[Signature]</i> | 6541 Granada Dr            |
| Walter Kincaid            | <i>[Signature]</i> | 6537 Granada Dr            |
| Walter Kincaid            | <i>[Signature]</i> | 6533 Granada Dr            |
| JAMES COOK                | <i>[Signature]</i> | 6529 Granada Dr            |
| Caroline Valin            | Telephone Approval | 6525 Granada Dr            |
| Cam Emmott                | <i>[Signature]</i> | 6521 Granada Dr            |
| JOAN JONES                | <i>[Signature]</i> | 6517 Granada Dr            |
| JAY HOWARD                | <i>[Signature]</i> | 6509 Granada Dr            |
| AL STOSIE                 | <i>[Signature]</i> | 6505 Granada Dr            |
| Kim Reeves                | <i>[Signature]</i> | 4200 W 66 <sup>th</sup> St |
| unavailable - out of town |                    | 6536 Granada Dr            |
| Mark Clift                | <i>[Signature]</i> | 6532 Granada Dr            |
| SAMANTHA                  | <i>[Signature]</i> | 6528 Granada Dr            |
| Emily Broxterman          | COURTIER           | 6524 Granada Dr            |
| Chase McAnulty            | Telephone Approval | 6520 Granada Dr            |
| Michael Gary              | <i>[Signature]</i> | 6516 Granada Dr            |
| unavailable - out of town | Telephone Approval | 6512 Granada Dr            |
| EMILY ELLI                | <i>[Signature]</i> | 6508 Granada Dr            |
| Adam Reese                | TELEPHONE APPROVAL | 6504 Granada Dr            |

913-909-3323

913-522-4710

816-916-2569  
Reese

**Description of event:**

This event will be a social gathering on the evening of August 24<sup>th</sup> with approximately 150 people attending. The event is a fundraiser for Prairie Elementary School. There will be a live band providing entertainment, with both alcoholic and non-alcoholic beverages served.



Consider changes to CP001 - City Committees

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**RECOMMENDATION**

Move the Governing Body approve revisions to Council Policy 001 entitled "City Committees."

**BACKGROUND**

On July 8, 2024, the Arts Committee recommended a change to their mission statement. This was following several strategic planning sessions and conversations to develop a clearer focus for the committee going forward. Their current programming including art openings will continue and can be found on their calendar at <https://www.artspv.org/>.

The following changes are recommended in bold:

**Council Policy 001 – City Committees IX (9).c**

The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body, including, but not limited to, ~~promotion and development of the arts in Prairie Village and development of cultural activities~~ **for the city fostering cultural appreciation, inclusion, and economic development by celebrating local art, connecting artists with enthusiasts, and creating lasting community partnerships.**

**ATTACHMENTS**

Council Policy 001 City Committees – New language **in bold**

**PREPARED BY**

Nickie Lee  
Deputy City Administrator

July 29, 2024



City Council Policy: CP001 - City Committees

Effective Date: January 16, 2024

Amends: February 21, 2023

Approved By: Governing Body

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I. **PURPOSE**

To establish public committees which will allow citizen involvement and provide recommendations to the Governing Body.

II. **RESPONSIBILITY**

- a. Except as otherwise provided herein, the Mayor, with the consent of the City Council, will be responsible for appointing members to serve on the committees established by this policy.
- b. The Mayor will appoint a City Council Member to serve as Committee Chair and a City Council Member to serve as Vice-Chair for the Parks and Recreation Committee, Environmental Committee, Prairie Village Arts Council, Insurance Committee, Finance Committee, and Diversity Committee. Both Council Members will be voting members.
- c. The Mayor will appoint a City Council Member to serve as a voting member of the Pension Board of Trustees without the consent of the City Council, and will appoint one additional voting member to the Pension Board of Trustees, with the consent of the City Council.
- d. The Mayor will appoint a City Council Member to serve as a voting member of the Tree Board without the consent of the City Council.
- e. The Mayor will appoint a City Council Member as a nonvoting "Council Liaison" to the VillageFest Committee and JazzFest Committee.
- f. The Mayor will appoint a City Council Member as a "Council Liaison" nonmember observer to the Planning Commission/Board of Zoning Appeals.
- g. Vacancies will be filled for the unexpired term by appointment by the Mayor with the consent of the City Council, where applicable.
- h. Each Council Member, Committee Chair, and Council Liaison (except Council Liaison to the Planning Commission/Board of Zoning Appeals) will set direction, attend meetings, communicate the Governing Body's direction, priorities, and policies, prepare committee budget, in consultation with City staff, manage city resource requests, including the budget and staff time, and report back any necessary information and recommendations to and from the City Council.
- i. City staff will be responsible for publicizing meeting notices, providing budget and policy oversight, and assisting with committee objectives, as needed. They will attend meetings at their discretion. Committees will normally be responsible for taking their own minutes and submitting them to the Staff Liaison, once approved by the Committee.
- j. Committee members will have responsibility for a majority of administrative tasks and cannot delegate to City staff without prior approval from the Committee Chair, Vice-Chair, or City Administration.

- k. All committee meetings, including subcommittee meetings and special meetings, are considered open meetings if a quorum is present, as defined by Kansas Open Meetings Act.
- l. Committee meetings will be held on public property unless permission is granted from the Mayor and Committee Chair. The Committee Chair and/or Vice-Chair must be present at the business meetings.

### III. APPOINTMENT PROCESS

- a. The following process is outlined as a guide for committee appointments. Minor adjustments may be made by the Mayor and City Administrator.
- b. Advertise opportunities in October, November, and December in the Village Voice, City website, news release, etc.
- c. Applications are due by January 1; online applications preferred. All materials will be sent to the City Council once the application period has closed.
- d. Committee Chair Council Liaison and City staff representative discuss incumbents, attendance and contributions to the committee along with applications and vacancies, and may interview candidates. The Committee Chair and Council Liaison for each committee, except the Planning Commission/Board of Zoning Appeals, will recommend appointments to the Mayor.
- e. For Planning Commission/Board of Zoning Appeals, the selection committee will consist of the Mayor, Planning Commission Council Liaison, Deputy City Administrator, Planning Consultant, and Council President. The selection committee will recommend appointments and reappointments to the Mayor.
- f. Mayor will make the final determination of recommended appointees for all committees.
- g. Recommended appointments will be included in the agenda packet prior to the Council meetings.
- h. Mayoral appointment of Council members to serve on committees, as directed by this policy, will typically become effective in January.
- i. Applicants who are not selected or approved will be notified by City administration.
- j. Appointments will typically be presented and voted on at a City Council meeting in February.
- k. In the event of vacancies after the regular annual appointments, the applicants who submitted applications during the prior application process will be first considered, and vacant positions will be re-advertised, if needed.
- l. All appointed Committee Members and non-appointed Volunteers must sign a liability/photo waiver and a Code of Conduct acknowledgement prior to serving on a Committee or volunteering for the City.

### IV. REMOVAL PROCESS

The following process is outlined as a guide for the removal of a committee member. This does not apply to the members of the Planning Commission, whose removal is governed by Ord. 1901; PVMC 16, Article 1 and the adopted bylaws of the Planning Commission. Appointees serve at the pleasure of the Governing Body. A committee member may be removed prior to the expiration of his or her term by the recommendation of the Council Liaison and City Administrator, with

final approval by the Mayor. All committee members are expected to attend meetings and are subject to the code of conduct as outlined in this policy. This removal process applies to appointed committee members and non-appointed committee volunteers.

V. **COMMITTEE GUIDELINES**

- a. Length of Terms - All committee terms will be approximately two years depending on the appointment schedule set forth above, except for Planning Commission, Civil Service Commission, and Tree Board, who, by code, serve for three years, and Committee Chairs, Council Liaisons, and youth representatives, who serve for an approximate one-year term. All committee members and youth representatives will serve without compensation.
- b. Attendance - All committee members must attend 75% of meetings held in a calendar year. A member who does not meet attendance requirements may be subject to removal prior to the end of the appointed term. Members who are unable to attend a meeting must notify the Committee Chair or Staff Liaison in advance to ensure a quorum will be present.
- c. City Operation Committees include the Insurance Committee, Pension Board/Employee Retirement Committee, Finance Committee, Tree Board, Parks and Recreation Committee, and the Civil Service Commission.
- d. Event Committees include the JazzFest Committee and the VillageFest Committee, which are responsible for specific city-sponsored events.
- e. Lifestyle Committees include the Environmental Committee, Arts Council, and the Diversity Committee.
- f. Statutory Committees include the Planning Commission, Board of Zoning Appeals, and the Board of Code Appeals as required by Kansas Statutes.
- g. Committee Resources - City Council reviews and approves the committee budget each year. No committee is allowed to lend or transfer given funds to another committee or another organization without staff approval except The Prairie Village Foundation. The committee budget is for specific items or events, which are the responsibility of that committee. If additional funds are needed, committee representatives must make a request to the City Council. No committee may use its funds to contribute funding support to another organization outside of required membership dues without specific City Council approval.
- h. If a committee desires additional staff time for an event, initiative, or program, that request will be communicated to the City Administrator through the Committee Chair or Council Liaison. Any significant new program or proposal that requires staff time or additional funding will need to come before the City Council to obtain City Council approval before the committee may proceed.
- i. Special meetings may be called by the Committee Chair, with approval of the Mayor, along with required public notification.
- j. A quorum for each committee is a majority of the then sitting, voting members of each committee.
- k. Notice of all meetings must be posted on the City's website.



## **VI. CODE OF CONDUCT**

Committee members are subject to the following ethical standards of conduct, which will be reviewed annually with committee members following new committee appointments.

- a. Members are bound to observe the highest standards of professionalism and to discharge faithfully the duties of their committee, regardless of personal consideration, recognizing that public interest must be their primary concern.
- b. The conduct in official affairs must be beyond reproach. Members are expected to promote positive interactions with fellow committee members, City staff, and the community. A member's actions or statements should not discredit, embarrass, or reflect poorly on the City.
- c. No committee member shall engage in any business or transaction or shall have a financial or other personal interest which is incompatible with the proper discharge of duties.
- d. Members are encouraged to vote in any and all elections for which they are eligible; however, committees and members thereof should not use such committees or their individual memberships thereof to raise money, influence elections, or otherwise act as organized political organizations in their capacities as committees or committee members.
- e. As volunteers, members do not have enforcement authority and shall not get involved in enforcement actions that would otherwise be handled by a City department.
- f. Committees and members thereof shall not set up accounts, financial or otherwise, without prior committee or City approval and without coordination with City staff.

## **VII. POLICY**

There are established public committees with the following requirements for membership, meetings and duties:

### **1. Insurance Committee**

- a. The Insurance Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. The Mayor, with the consent of the City Council, appoints three other voting members who have an insurance background.
- b. The Insurance Committee will meet during the day as needed and adjourn no later than 6:00 p.m.
- c. The Insurance Committee will monitor and discuss insurance issues relating to the City and recommend insurance bid award, when applicable.

### **2. Pension Board of Trustees/Employee Retirement Board**

- a. The Pension Board of Trustees/Employee Retirement Board will consist of three voting members. One member will be a council member who is appointed by the Mayor, without the consent of the City Council. One member will be appointed by the Mayor, with the consent of the City Council. One voting member will be designated by the Police Department employees, with a term of service until the appointment of successor.

- b. The Pension Board of Trustees/Employee Retirement Board will meet as needed during the day and adjourn no later than 6:00 p.m.
- c. The Board has the powers and duties as designated in the Prairie Village, Kansas Police Department Revised Retirement Plan.

### **3. Finance Committee**

- a. The Finance Committee will consist of six voting members, including a Chair and Vice-Chair, who are City Council Members, appointed by the Mayor without the consent of the City Council.
- b. The Finance Committee will meet as needed during the day and adjourn no later than 6:00 p.m.
- c. The Finance Committee will counsel and recommend policies and activities to the Governing Body and as directed by the Governing Body, including but not limited to, management of financial resources, financial/investment policies and provide direction and guidance to staff on financial issues.

### **4. Tree Board**

- a. The Tree Board will consist of eight voting members appointed by the Mayor with the consent of the City Council. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as a voting member. All voting members are appointed by the Mayor with the consent of the City Council.
- b. The Tree Board will normally meet at 6:00 p.m. six times per year.
- c. The Tree Board will study, investigate, assess, counsel and recommend to the Governing Body, and as directed by the Governing Body, a policy relating to trees, shrubs and other plantings upon city-owned property; to promote and preserve the beautification of the City; to provide the protection of the public health and safety; and to protect and encourage the preservation of trees, shrubs and plantings. (Ord. 1911, & 2075)

### **5. Parks and Recreation Committee**

- a. The Parks & Recreation Committee will consist of voting members who serve as Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Parks & Recreation Committee will normally meet at 4:00 p.m. six times per year.
- c. The Park & Recreation Committee will counsel and recommend policies and activities to the Governing Body, and as directed by the Governing Body, including, but not limited to, recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short

and long-range plans for city parks, operations and activities related to the park system. (Ord. 1541 & 1875)

#### **6. Police Civil Service Commission**

- a. The Police Civil Service Commission will consist of five voting members appointed by the Mayor with the consent of the City Council. A Chair will be designated by the Mayor, without the consent of the City Council. Members will not hold any other public office of the City.
- b. The Civil Service Commission will meet as needed and adjourn no later than 6:00 p.m.
- c. The Civil Service Commission responsibilities, as established in PVMC 1-807 & 1-808, including, but not limited to, assisting in determining qualifications and fitness of applicants for the position of commissioned police officer, for promotion of officers; and further will serve as an appeals board for commissioned officers. (Ord. 1468 & 1614)

#### **7. JazzFest**

- a. The JazzFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b. The JazzFest Committee will meet at 5:30 p.m. as needed.
- c. The JazzFest Committee will coordinate and host the annual JazzFest event.

#### **8. VillageFest**

- a. The VillageFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b. The VillageFest Committee will meet at 5:30 p.m. as needed.
- c. The VillageFest Committee will coordinate and host the annual VillageFest event.

#### **9. Prairie Village Arts Council**

- a. The Prairie Village Arts Council will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members appointed by the Mayor, with consent of the City Council, will also serve on the Committee. In addition, the Chair may select a second Vice-Chair. The second Vice-Chair will be confirmed by the Committee and will serve a one-year term. There may be two non-voting youth representatives.
- b. The Prairie Village Arts Council will meet at 5:30 p.m. each month, as needed.

- c. The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body, including, but not limited to, ~~promotion and development of the arts in Prairie Village and development of cultural activities for the city~~ fostering cultural appreciation, inclusion, and economic development by celebrating local art, connecting artists with enthusiasts, and creating lasting community partnerships.

## 10. Environmental Committee

- a. The Environmental Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members shall be appointed by the Mayor, with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Environmental Committee will normally meet at 5:30 p.m. ten times per year. The committee will not meet in July, and the November and December meetings will be combined.
- c. The Environmental Committee will implement policies and activities as directed by the Governing Body, including, but not limited to, maintaining and enhancing air quality, reducing waste disposal in landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.

## 11. Diversity Committee

- a. The Diversity Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Nine additional voting members shall be appointed by the Mayor, with the consent of the City Council. In addition, the Chair will select a second Vice-Chair from the Committee members. The second Vice-Chair will be confirmed by the Committee and will serve a one-year term. A non-voting representative from the Police Department shall serve on the committee. There may be two non-voting youth representatives.
- b. The Diversity Committee will normally meet at 4:00 p.m. every month.
- c. The Diversity Committee will implement policies and activities as directed by, and make recommendations to, the Governing Body, including, but not limited to, attracting and retaining diverse residents through housing and development policy, the arts, sustainability, affordability, events, policing, infrastructure, recruiting and hiring, funding, and communication. The mission includes diversity of race, religion, color, sexual orientation, gender identity, national origin, disability and more.

## 12. Planning Commission/Board of Code & Zoning Appeals

- a. The Planning Commission/Board of Code & Zoning Appeals will consist of seven voting members including a Chair, Vice-Chair and five other voting members all residing in or within three (3) miles of Prairie Village. Preference will be given to Prairie Village residents. All voting members are

appointed by the Mayor with the consent of the City Council. The Chair and Vice-Chair will be elected once per year by the Commission, with different leadership elected for the Board of Code & Zoning Appeals. The term of appointment on the committee will be three years. A Council Liaison appointed by the Mayor, without the consent of the City Council, will attend meetings as a nonmember observer.

- b. The Planning Commission will meet on the First Tuesday of the month at 7 p.m. The Board of Code & Zoning Appeals will meet as needed at 6:30 p.m. on the First Tuesday of the month.
- c. The duties of the Planning Commission are described in PVMC Chapter XVI covering such responsibilities as Comprehensive Plan, subdivision & zoning regulations, approval of plats. (Ord. 1901; PVMC 16, Article 1 and their adopted bylaws). The duties of the Board of Zoning Appeals are described in PVMC 19.54 covering the hearing of requests for variances to the zoning regulations and appeals of an interpretation of the zoning regulations (Ord. 1409; PVMC 19.54).

### **13. Ad Hoc Committee**

- a. The Mayor will appoint a voting Chair and voting members to serve on Ad Hoc Committees, as needed, and without the consent of the City Council. Meetings of the committee will be held as designated by the Mayor, the Governing Body and/or the Chair of the committee. These committees will continue to meet as long as necessary, but will not be considered permanent committees.
- b. The Committee will discuss issues as requested by the Mayor and/or the Governing Body. Ad Hoc Committees will be established by the Mayor to discuss a particular subject and make recommendations related to the subject matter to the Mayor and Council.



Prairie Village Community Center YMCA Pro Forma Discussion

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**BACKGROUND**

As part of the Community Center planning discussion, a survey was performed by Wiese Research Group to estimate the number of members that would join at various price points. The YMCA has taken that information and used it to estimate revenues and resulting expenses, creating scenarios to show operating income or loss. Mark Hulet, President and CEO of YMCA of Greater Kansas City, presented these scenarios to the Finance Committee for review and discussion at their July 30<sup>th</sup> meeting.

The Finance Committee recommended 6-0 to advance the YMCA's "conservative" scenario to Council for further review and discussion. Mark Hulet will be in attendance to present this operations pro forma and answer questions from the full Council.

**ATTACHMENTS:**

- YMCA Pro Forma
  - Membership Survey Results, Wiese Research Group
- 

Prepared by:

Jason Hannaman

Finance Director

Date: July 31, 2024

Operating Proforma  
 Prairie Village Community Center YMCA  
 Conservative Mid Price

55,000 SF  
 2,017 Units  
 3 Year Ramp

Pro Forma Financials

|                           | <u>Year 1</u>    | <u>Year 2</u>    | <u>Year 3</u>    | <u>Year 4</u>    | <u>Year 5</u>    |
|---------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Revenues</b>           |                  |                  |                  |                  |                  |
| Contributions             | 60,000           | 65,000           | 75,000           | 85,000           | 95,000           |
| Membership Dues           | 670,000          | 1,355,624        | 1,807,499        | 1,843,600        | 1,880,500        |
| Program Fees              | 100,000          | 102,000          | 104,000          | 106,100          | 108,200          |
| Facility Rentals          | 30,000           | 30,600           | 31,200           | 31,800           | 32,400           |
| <b>Total Revenue</b>      | <b>860,000</b>   | <b>1,553,224</b> | <b>2,017,699</b> | <b>2,066,500</b> | <b>2,116,100</b> |
| <b>Expenses</b>           |                  |                  |                  |                  |                  |
| Salaries                  | 645,000          | 957,100          | 971,500          | 986,100          | 1,000,900        |
| Taxes & Benefits          | 141,900          | 210,562          | 213,730          | 216,942          | 220,198          |
| Supplies                  | 51,000           | 51,500           | 52,000           | 52,500           | 53,000           |
| Occupancy                 | 467,500          | 472,200          | 476,900          | 481,700          | 486,500          |
| Equipment Expenses        | 45,000           | 45,500           | 46,000           | 46,500           | 47,000           |
| Publicity                 | 45,000           | 30,000           | 18,000           | 18,200           | 18,400           |
| Telecom/Transport/Leases  | 30,000           | 30,300           | 30,600           | 30,900           | 31,200           |
| <b>Total Expense</b>      | <b>1,425,400</b> | <b>1,797,162</b> | <b>1,808,730</b> | <b>1,832,842</b> | <b>1,857,198</b> |
| <b>DIRECT NET</b>         | <b>(565,400)</b> | <b>(243,938)</b> | <b>208,969</b>   | <b>233,658</b>   | <b>258,902</b>   |
| Management Fee            | (129,000)        | (232,984)        | (302,655)        | (309,975)        | (317,415)        |
| <b>NET AFTER MGMT FEE</b> | <b>(694,400)</b> | <b>(476,922)</b> | <b>(93,686)</b>  | <b>(76,317)</b>  | <b>(58,513)</b>  |

# Households Projected To Join PV Community Center And YMCA By Membership Type At Various Price Points

|                                  |                    |                 | CONSERVATIVE ESTIMATE<br>(30% Definitely)                      |                      |                      | MODERATE ESTIMATE<br>(40% Definitely + 5% Probably)            |                      |                      | AGGRESSIVE ESTIMATE<br>(50% Definitely + 10% Probably)         |                      |                      |
|----------------------------------|--------------------|-----------------|--|----------------------|----------------------|--|----------------------|----------------------|--|----------------------|----------------------|
|                                  |                    |                 | % w/High Potential and # Of Households Projected To Join At... |                      |                      | % w/High Potential and # Of Households Projected To Join At... |                      |                      | % w/High Potential and # Of Households Projected To Join At... |                      |                      |
| TYPE OF MEMBERSHIP               | % Of Total By Type | # Of HH By Type | High Price   | Mid Price            | Low Price            | High Price   | Mid Price            | Low Price            | High Price   | Mid Price            | Low Price            |
| One Adult                        | 15%                | 12,491          | 262<br>2.1%  | 262<br>2.1%          | 375<br>3.0%          | 437<br>3.5%  | 450<br>3.6%          | 625<br>5.0%          | 600<br>4.8%  | 625<br>5.0%          | 874<br>7.0%          |
| One Adult With Children          | 4%                 | 3,331           | 70<br>2.1%   | 70<br>2.1%           | 70<br>2.1%           | 117<br>3.5%  | 117<br>3.5%          | 117<br>3.5%          | 160<br>4.8%  | 160<br>4.8%          | 160<br>4.8%          |
| Two Adults                       | 26%                | 21,650          | 390<br>1.8%  | 390<br>1.8%          | 390<br>1.8%          | 671<br>3.1%  | 671<br>3.1%          | 693<br>3.2%          | 931<br>4.3%  | 931<br>4.3%          | 974<br>4.5%          |
| Two Adults With Children         | 28%                | 23,316          | 420<br>1.8%  | 560<br>2.4%          | 909<br>3.9%          | 793<br>3.4%  | 1003<br>4.3%         | 1516<br>6.5%         | 1166<br>5.0%   | 1446<br>6.2%         | 2122<br>9.1%         |
| One Senior 65+                   | 12%                | 9,992           | 180<br>1.8%  | 360<br>3.6%          | 420<br>4.2%          | 290<br>2.9%  | 520<br>5.2%          | 600<br>6.0%          | 400<br>4.0%  | 679<br>6.8%          | 779<br>7.8%          |
| Two Seniors 65+                  | 15%                | 12,491          | 300<br>2.4%  | 375<br>3.0%          | 450<br>3.6%          | 475<br>3.8%  | 562<br>4.5%          | 650<br>5.2%          | 650<br>5.2%  | 749<br>6.0%          | 849<br>6.8%          |
| <b>TOTAL</b>                     | <b>100%</b>        | <b>83,270</b>   | <b>1,622</b><br>1.9%   | <b>2,017</b><br>2.4% | <b>2,614</b><br>3.1% | <b>2,783</b><br>3.3%   | <b>3,323</b><br>4.0% | <b>4,201</b><br>5.0% | <b>3,907</b><br>4.7%   | <b>4,590</b><br>5.5% | <b>5,758</b><br>6.9% |
| Average Monthly Fee (All Types): |                    |                 | \$74.80  | \$68.67              | \$64.60              | \$75.39  | \$69.49              | \$65.21              | \$75.66  | \$69.87              | \$65.47              |
| Projected Revenue Per Month:     |                    |                 | \$121,318  | \$138,498            | \$168,856            | \$209,815  | \$230,912            | \$273,939            | \$295,604  | \$320,703            | \$376,968            |



**MAYOR'S ANNOUNCEMENTS**  
**Monday, August 5, 2024**

|                                 |            |           |
|---------------------------------|------------|-----------|
| Planning Commission             | 08/06/2024 | 7:00 p.m. |
| Tree Board                      | 08/07/2024 | 6:00 p.m. |
| Diversity Committee             | 08/13/2024 | 4:00 p.m. |
| City Council                    | 08/19/2024 | 6:00 p.m. |
| Environmental Committee         | 08/28/2024 | 5:30 p.m. |
| Labor Day – City offices closed | 09/02/2024 |           |

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**INFORMATIONAL ITEMS**  
**August 5, 2024**

1. Arts Council meeting minutes – May 8, 2024
2. Diversity Committee meeting minutes – June 11, 2024
3. JazzFest Committee meeting minutes – July 23, 2024
4. Consolidated Fire District #2 second quarter report
5. August plan of action

**PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES**  
**MPR, City Hall**  
May 8th, 2024  
5:30 pm

**BUSINESS MEETING**

Bonnie Limbird called the meeting to order at 5:30 pm. Council members present were:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Abby Margariel                       | <input type="checkbox"/> ___, 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, committee vice chair | <input checked="" type="checkbox"/> Reese Naftel                        |
| <input 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.

**Public Participation:** none

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

- a. Approval of the **March 2024** meeting summary.
- b. Approval of \$112.44 for the new **Art of Photography banner**.
- c. Pre-approval of \$122.44 for the new **State of the Arts banner** (no coupon).

Ron gave the **City Council Report**.

- Council approved the PVAC 2025 budget without comment or question.
- Planning Commission held a public hearing about the proposed changes to Zoning rules in PV. The Commission voted to table the issue in order to hear more public comment.
- The 75th Anniversary Committee has been established but they have not met yet. (PV turns 75 in 2026.)

Nickie gave the **Current Year Financial Update**. There has not been a lot of activity yet, but we are sort of in the negative, but only because the City hasn't made their \$10,000 transfer to our account yet.

**New Business:** Council discussed attendance at the upcoming KS Arts Councils Symposium in Salina. Attendees TBD at the next meeting.

The Business Meeting adjourned at 5:55 pm.

**PLANNING MEETING**

**Strategic Planning Update, Timeline & Discussion**

Council discussed the follow-up documents from our 3/23/2024 session with Katie Lord and decided to continue the discussion at a special, non-business meeting on June 12th at 5:30pm in the MPR.

**Past Show/Events**

The **Mar-Apr exhibit** has closed at City Hall and was taken down on Saturday, 5/4. 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%. Amy & Jessica shared that the show went well. Everyone enjoyed the food. There was a hiccup/pause with one

of the pieces installed at Meadowbrook, but once the artist's statement was provided to explain the piece, JCPRD re-hung it for viewing.

It would be good to add QR codes to gallery cards for more information about the artwork or the artist when available.

### **Shooting Stars**

Joanna shared that PVAC received a shout-out from the stage as a sponsor, and she reminded us that our scholarship went to the theater category this year. The recipient was very excited.

### **Upcoming Event Updates**

**Prairie Village Art Show** is coming up so watch for a sign-up genius to work the booth from Abby. Bonnie will connect Abby with the JoCo Art Therapy group out of ESU, because they will be volunteering one or two days at the Show.

**VillageFest** is also right around the corner, and the Environmental committee has asked us if we want to volunteer in their tent again this year with the kids' craft. In 2023, Bonnie was the only one who volunteered; it's just a hard day to staff because it's such a travel-heavy, family-centric holiday. In addition to that, post strategic planning session, does this event fit in with our 3 areas of focus: artists, art buyers, and (art industry) partners? Council discussed that it does not, but maybe we could "connect" an artist with them. Bonnie will contact a local PV artist whose wheelhouse this may be in and see what happens.

### **Marketing & Communications**

Council approved \$100 for prizes (eight \$10 and one \$20 gift cards) for the Public Art ID contest that will start in a week or so. Bonnie made the motion, Renee seconded, and it passed unanimously.

Abby suggested that Bloomberg Connects may be a future alternative to OtoCast. It is a new free service that she is testing out with the Klein Collection and B'Nai Jehudah. She will report back to us when she has evaluated it more.

### **Announcements**

**End.**

## Prairie Village Diversity Committee Agenda

June 11, 2023

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- **Call to Order** – Ian
- **Attendance** – Dennis, Hazel, Dr. George, Ian, Karen, Lilian, Rachael, Tim,
- **Approval of Agenda** – Hazel with motion, all approved
- **Land Acknowledgment** – Hazel provided presentation of acknowledgement/statement
- **Opening Remarks/Welcome** – Ian
- **Approval of Meeting Minutes (5/21/24)** – Karen with motion, all approved
- **Presentations** – None
- **Public Participation** – None
- **Committee Discussion Topics(s)**
  - Chi - Continue discussion on land acknowledgement, but holding for now
  - Karen - PV website needs to be updated with current committee members; Tim following up
  - Dennis – Has non-committee-related project he wishes to talk about after the meeting for folks who want to hear about it.
- **Project/Event Updates**
  - **Juneteenth** – Sat June 15
    - Looking for volunteers still, Hazel shared information/linked on socials
  - **July Town Hall: Anti-racism** – July 25
    - In progress, marketing development
- **Old Business**
  - Proclamation discussion – Hazel
    - Hazel moving forward to identify potential people to engage with for this
  - Fall event – Hispanic heritage or indigenous people
    - Date: Month of independence; overall spans 9/15-10/15; final date potentially 9/21 (10/12 alternate) as remaining available dates at Meadowbrook (and avoiding too much too close with the Voting Rights Town Hall)
    - Sub-committee: Lilian & will confirm where help is needed for next meeting
    - Lilian has connections to vendors & participants
    - Tim to confirm Meadowbrook for location; Potentially looking at shelter/outside space
  - Charter discussion
    - Reviewed draft and redlines
    - Rachael will provide most current version, with one alternate suggestion for goal #2
    - Committee is asked to review ahead of the next meeting and come ready with any final suggested changes; plan to project on screen and make final adjustments live
- **New Business**
  - Voting Rights Town Hall – Tentatively 10/10/24
    - Sub-committee: David, Hazel, Rachael
- **Looking Ahead 2024**
  - July
    - Committee Meeting – July 16, 2024 (*changed from July 9*)
    - Town Hall event – July 25, 2024 / Meadowbrook
  - August
    - Committee Meeting – August 13, 2024
  - September
    - Committee Meeting – September 10, 2024
    - National Hispanic Heritage Month (9/15-10/15)

**Prairie Village Diversity Committee Agenda**

June 11, 2023

4:00 p.m.

Prairie Village City Hall – Multi-Purpose Room

- JazzFest – September 7, 2024
- **Adjournment** – Hazel and David with motion, all approved

**Prairie Village Jazz Fest 2024**  
**Committee Meeting**  
Tuesday July 23, 2024, 5:30 p.m.  
Multipurpose Room

Attendees

|                   |   |
|-------------------|---|
| Dave Robinson     | City Council Liaison                        |
| Dave Hassett      | Food and Beverage Chair                     |
| Amanda Hassett    | VIP Chair                                   |
| J.D. Kinney       | Special Events Coordinator, Committee Chair |
| Kyle Vanlanduyt   | Master of Ceremonies                        |
| Mike Polich       | Rented infrastructure Chair                 |
| Joyce Hagen Mundy | Volunteer Chair                             |
| John Wilinski     | Artist Relations and Backstage Chair        |
| Elissa Andre      | Marketing Chair                             |

**Committee Chair's Report**

Ordinances and liquor permits for 2024 have been initiated for City Council approval at their next meeting.

Repair of the Harmon Park stairs and additional landscaping scheduled to be completed prior to Jazz Fest

**Talent**

Artist lanyard requests complete

Risers/chairs/music stands confirmed from SME by Alex Toepfer

Sound checks schedule TBD by John Wilinski

**F&B**

Quantity and variety of non-alcoholic beverages for sales TBD Dave Hassett

We have 4 cases of donated water to use for volunteers (entrance gates)

Quantity and variety of wine from Rimann Liquors TBD Dave Hassett

Dave is meeting with Crawford Distributors on 7/24 to discuss adult beverage selection and quantities.

8 rented coolers requested by F&B to keep beverage offerings well organized.

Tina's Trucks added to confirmed food truck lineup.

Plan to site food trucks behind new Harmon Park Pavilion

Rented tent will be too tall to tuck under pavilion roof; beverage sales tent to be sited in its traditional location but reduced in size to 20x30

**VIP Area**

VIP tent size planned for 20x30 and sited adjacent to beverage sales tent as new park layout will allow

**Infrastructure**

Decided to keep rented generator for food trucks and other power needs as per usual layout. Power outlets in the pavilion will be used dedicated for Water One and Butterfluff Popcorn and as needed for backup.

**Marketing**

Jazz Fest fans received 100+ distributed at VillageFest (July 4).

65 tshirts in assorted sizes ordered for volunteers

Yard signs due by the next Jazz Fest Committee meeting August 27

Plan to make 50 11x17 posters for PV Village/Corinth Square/etc. TBD Mary Ann Watkins

Lineup will not be announced by JoCo Post, regular advertising buy to begin on August 1

PV City website updated with 2024 artist and food truck lineup on July 24.

**City Committees/Exhibitor Tents**

Kansas City Jazz Orchestra will have a tent in exchange for marketing consideration.

PV Arts Council may not have a tent since they will be receiving State of the Arts submission all morning on September 7.

Renewal by Andersen confirmed for 2024. Payment pending.

The contact at State Farm's marketing agency is no longer employed there. No response yet whether State Farm will exhibit.

The next JazzFest Committee meeting will be held Tuesday, August 27, 2024, in the Multipurpose Room at PV City Hall at 5:30 pm

The meeting in the MPR concluded at 6:30 p.m., and was followed by a tour of the park to discuss tent and truck placement. This lasted until 7:45 pm.

Respectfully submitted: JD Kinney





# PROUDLY SERVING

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



Johnson County Consolidated Fire District No. 2  
 Fire Chief Chick  
 3921 W 63rd Street, Prairie Village, KS 66208  
 913-432-1105 ContactUS@cfid2.org

## PRAIRIE VILLAGE FIRE ACTIVITY REPORT QUARTER 2 2024

**2024 Q2 TOTAL CALLS**  
**721**

**2023 Q2 TOTAL CALLS**  
**639**

**2024 Q2 FIRE Calls**  
**3**

**2023 Q2 FIRE Calls**  
**10**

**2024 Q2 EMS Calls**  
**432**

**2023 Q2 EMS Calls**  
**409**

**2024 Q2 HAZMAT Calls**  
**30**

**2023 Q2 HAZMAT Calls**  
**10**

**2024 Q2 SPECIAL OPS Calls**  
**60**

**2023 Q2 SPECIAL OPS Calls**  
**55**

**2024 Q2 ALL OTHER Calls**  
**196**

**2023 Q2 ALL OTHER Calls**  
**155**

### Response Times Breakdown


|  | 2024 | 2023 |
|--|------|------|
| <b>Turnout</b> (alarm to out the door)       |      |      |
| Emergent Fire                                | 1:18 | 1:10 |
| Emergent EMS                                 | 0:56 | 1:04 |
| All Calls (Emergent & Non-Emergent)          | 0:58 | 1:01 |
| <b>Travel</b> (time to arrival on the scene) |      |      |
| Emergent Fire                                | 4:21 | 3:49 |
| Emergent EMS                                 | 4:04 | 4:00 |
| All Calls (Emergent & Non-Emergent)          | 5:13 | 4:40 |

# THE CITY OF PRAIRIE VILLAGE

## STAR OF KANSAS

DATE: July 31, 2024

TO: Mayor Mikkelson  
City Council

FROM: Wes Jordan 

SUBJECT: AUGUST PLAN OF ACTION

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

- Sept/October Village Voice - Ashley (08/24)
- Back to School with a Firefighter - Meghan/PV Foundation (08/24)
- Crime Stats 6 Month Review - Chief (08/24)
- 2025 Budget - Jason (08/24)
  - Publish Budget
- State of the Arts - Nickie/Arts Council (08/24)
- Lancer Day - PD/Mayor (08/24)
- Community Center - Staff (08/24)
  - YMCA Proforma
- Council Work Session Topics - Meghan (08/24)
- JOCO Homeless Service Center - Wes (08/24)
- Ward Meeting Facilitation - Meghan/Ashley (08/24)
- End of pool season wrap-up/dog swim - Suzanne/Meghan (08/24)

### In Progress

- KU Kickoff Permitting - Adam (07/24)
- JazzFest - Meghan/JD/Staff (07/24)
- Community Center/YMCA Proforma to Council - Staff (07/24)
- Debris Monitoring Contracts - Tim (7/24)
- 2<sup>nd</sup> Quarter Financial Report - Jason (07/24)
- Climate Action Plan, community phase - Meghan/Ashley (6/24)
- Kansas Gas Franchise Agreement - Adam/Alex (05/24)
- Outdoor Warning Siren Replacement 79<sup>th</sup> & Roe - Tim (05/24)
- 2024 Building Code Review Process - Nickie (04/24)
- Update City Employees Code of Ethics - Cindy/Tim (03/24)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Update Design Guidelines in R1-B - Nickie/Chris (05/23)

- Short Term Rental Update - Nickie/Alex (05/23)
- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Research Viability of Interior Rental Inspections - Nickie (06/19)

### Completed

- 2<sup>nd</sup> Quarter Police Pension Meeting - Cindy (07/24)
- VillageFest - Meghan/JD/Staff (07/24)
- Legislative End of Session Update - Nickie (05/24)
- Annual CID Report - Jason (06/24)
- Popular Annual Financial Report - Jason (07/24)
- 2025 Budget Process - Staff (05/24)
  - Resolution to Exceed Revenue Neutral Rate - Jason (07/24)
  - Permission to Publish the Budget - Jason (07/24)
- Juneteenth Event Review - Tim (07/24)
- Mid-year Police Officer Salary Adjustment - Cindy/Tim (07/24)
- Crossing Guard Contract - Chief Roberson (06/24)
- Zoning Code Update Process in R-2/R-3/R-4/Commercial/MXD - Nickie/Chris (04/24)

### Ongoing

- KERMIDA Sustainability Program Implementation - Meghan/Ashley (03/23)
  - Climate Action Plan Race to Zero CDP reporting - Ashley/Meghan (7/24)
- City Hall/PD Project - Melissa/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Community Center Project - Staff
- Recycle Right Initiative - Ashley (07/22)

### Tabled initiatives

- Review & Update the City Code/Ordinances
- Review & update City Policies
- Single Use Plastic Bag Discussion - Staff (02/20) [pending Council direction]
- Agenda Management Software Evaluation - Adam/Ashley (12/21)