

The public may attend the meeting in person or view it online at
<https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, November 7, 2022
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**

Native American Heritage Month proclamation

Update from First Washington

- VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on November 7. 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 - October 17, 2022
- 2. Consider memorandum of agreement with Little Government Relations for government relations and lobbying services in 2023
- 3. Consider renewal of Blue Valley Public Safety contract for the City's outdoor warning siren system maintenance for 2023
- 4. Consider renewal of information technology services between Johnson County DTI and the City of Prairie Village
- 5. Consider purchase of new secondary storage server and backup software for City data
- 6. Consider appointment of Arts Council youth representative
- 7. Consider appointment of City Prosecutor
- 8. Consider appointment of City Engineer

IX. PUBLIC HEARING

COU2022-71 Consider approval of Ordinance 2477, approving the vacation of right-of-way adjacent to 4401 Somerset Drive

To participate in the public hearing, residents may speak in-person at the meeting. Each individual that wishes to speak during the public hearing will be given 3 minutes.

X. COMMITTEE REPORTS

XI. MAYOR'S REPORT

XII. STAFF REPORTS

XIII. OLD BUSINESS

XIV. NEW BUSINESS

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

Discussion of possible changes to public comment period at Council meetings

XVI. ANNOUNCEMENTS

XVII. ADJOURNMENT

CITY OF PRAIRIE VILLAGE

Proclamation

National Native American Heritage Month November 2022

WHEREAS, the history and culture of our great nation have been significantly influenced by Native Americans and indigenous peoples; and

WHEREAS, the contributions of Native Americans have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National Native American Heritage Month; and

WHEREAS, in honor of National Native American Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned; and

WHEREAS, Shawnee, Osage and Kansa Indians formerly owned the land now developed into the City of Prairie Village.

NOW THEREFORE, I, Eric Mikkelson, Mayor of the City of Prairie Village, do hereby proclaim November as National Native American Heritage Month in the City of Prairie Village, Kansas, and call upon our community to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 7th day of November 2022.

Mayor Eric Mikkelson

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
OCTOBER 17, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 17, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson (via Zoom), Lauren Wolf, Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present: Captain Ivan Washington, Police Department; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; Cindy Volanti, Human Resources Manager; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Mikkelson noted that the four Northeast Johnson County representatives scheduled to speak would instead attend a meeting in November after the election. Mrs. McFadden made a motion to approve the amended agenda for October 17, 2022. Mr. Graves seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

Trinity Ready, a future youth member of the Arts Council, was in attendance.

Teen Council member Ava Van Alstyne was also present.

PRESENTATIONS

- Ms. Limbird read a proclamation recognizing October as National Arts and Humanities Month.
- Brandon Hearn from the Johnson County Department of Health and Environment shared information about the Recycle Right program, which would begin in Prairie Village in November.



PUBLIC PARTICIPATION

The following residents voiced concerns regarding certain proposals recommended by the Ad Hoc Housing Committee.

- John Cantrell, 8236 Nall Avenue
- Kelly Wyer, 7609 Chadwick Street

The following residents spoke in favor of the Ad Hoc Housing Committee's recommendations:

- Lauren Martin, 8411 Somerset Drive
- Jameelah Lang, no address given
- Daniel Terreros, 7463 Village Drive
- Julie Mahan, 7307 Springfield Street
- Hazel Krebs, 4021 W. 84th Street
- Karen Heath, 6003 W. 75th Terrace
- David Magariel, 4210 W. 69th Terrace
- Trudy and George Williams, 7801 Colonial Drive
- Jessica Fick, 5205 W. 104th Street, Overland Park
- Zack Flanders, 4506 W. 69th Terrace
- Dan Tilden, 7656 Canterbury Street
- Martin Dressman, 2101 W. 79th Street
- Jacob Wagner, 3615 W. 73rd Terrace

Resident Michael Jones, 7437 Belinder Avenue, asked for information about pickleball courts at Taliaferro Park, and was directed to speak with staff for further details.

CONSENT AGENDA

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

- Approval of regular City Council meeting minutes - October 3, 2022
- Approval of expenditure ordinance #3019
- Consider appointments to the Arts Council
- Consider traffic calming on Cherokee Drive from 71st Terrace to 71st Street

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



COMMITTEE REPORTS

- **Insurance Committee - consideration of 2023 City health, dental and vision insurance providers, as recommended by City staff**

Ms. Volanti said that CBIZ Benefits and Insurance Services, the City's benefits consulting firm, had provided the Insurance Committee a renewal summary for 2023. She noted that the City was still within its first year on the Cigna health plan, and CBIZ was therefore only able to utilize the rating period of 1/1/2022 - 06/30/2022 to determine rates.

During initial contract negotiations, the City was able to obtain a 12% rate cap to apply to the 2023 renewal year. In addition to the rate cap, the City's wellness program provided up to 4% in renewal rate savings for 2023 premium costs. Employees successfully completed all four wellness categories to receive the full savings. As a result, the renewal rate increase for 2023 would be averaged at 8% for the two plan options.

Ms. Volanti stated that the Cigna plan would continue to include a wellness program that employees could participate in for reimbursement, as well as "Motivate Me" incentive awards, the healthy rate renewal program, and identity theft protection. The insurance package was reviewed and recommended for approval by the Insurance Committee.

Mr. Dave Johnson from CBIZ gave a presentation sharing additional details of the health, dental and vision insurance renewals for 2023.

Mr. Herring moved to approve the City's employee insurance benefit package for 2023 as presented. Ms. Wolf seconded the motion, which passed unanimously.

- Mr. Shelton stated that a Planning Commission work session would be held on October 25 to discuss the Ad Hoc Housing Committee's recommendations.
- Mr. Graves said that he and Ms. Limbird had met with realtors at a local Keller Williams office to discuss housing recommendations.
- Mr. Gallagher shared that the completion of the new shelter and restrooms at Taliaferro Park had been delayed due to supply chain issues. He added that the Parks and Recreation Committee had met to continue discussing park branding concepts, which will be brought to Council for feedback in November.
- Ms. Limbird stated that a ribbon-cutting event for the new "gateway" sculpture at Meadowbrook Park had been held earlier in the day. She also acknowledged the four new Arts Council members that were appointed, noting that most had already assisted the council with gallery hangings at City Hall. Lastly, she shared that she was participating in the Johnson County Citizens Academy program.



- Ms. Selders reported that the Diversity Committee-sponsored “PV Seen” playdate had been held on October 8 at Porter Park and was well-attended. She said that the committee was also continuing to prepare for its interpretive panel, working on modifications for the City’s history webpage, and drafting regulations for public participation at committee meetings.
- Mr. Nelson said that he attended the League of Kansas Municipalities’ annual meeting earlier in the month.
- Ms. Reimer stated that the United Community Services’ Drug and Alcoholism Council had completed deliberations for applicant awards on October 13. Additionally, she noted that the National League of Cities’ City Summit event would be taking place in Kansas City, Missouri in November, and that Teen Council members had been invited to attend.

MAYOR’S REPORT

- Mayor Mikkelson said that he had met with several individuals and small groups of residents to discuss housing initiatives.
- The Mayor met with the candidate for the City Prosecutor position.
- The Mayor reported that he would be attending the following events:
 - An open house at the Village at Mission senior living center titled “Sip, Dip and Chat” on October 18
 - A Mainstream Coalition gala on October 19
 - A First Suburbs Coalition meeting on October 21
 - The Prairie Hills Homes Association’s annual fall festival on October 30
 - A League of Kansas Municipalities legislative lunch on November 3
- The Mayor also noted that both the Corinth and Prairie Village shops would be hosting Halloween trick-or-treating events on October 29.

STAFF REPORTS

- Chief Steve Chick from Consolidated Fire District #2 gave a report on recent events in the department, noting that employees had participated in over 10,000 hours of training in 2022, 1,000 of which were collaborative training sessions with other organizations. He also stated that the First Response Advanced Life Support program continued to progress, and that two cardiac arrest patients had been saved due to the presence of paramedics with fire crews. He also stated that renovations would be made to the fire station at 63rd Street and Mission Road in 2023, and that the development of a new strategic plan was underway. Lastly, Chief Chick noted



that the department had received an ISO Class 1 rating, making it one of the top 411 departments of the approximately 50,000 rated across the nation.

- Mr. Bredehoeft said that a public meeting would be held for the 68th Street and Mission Road drainage project at the Public Works facility on October 18. He also shared information about rolling road closures on Mission Road between 91st Street and 79th Street due to a major Evergy project currently underway.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-70

Finance Committee - discuss the 2022 compensation/classification study and consider recommendations of implementation from the Finance Committee

Victoria McGrath from the McGrath Consulting Group was present via Zoom to answer questions.

Mr. Jordan was also present to discuss the following recommendations that had been approved by the Council Committee of the Whole on October 3rd, 2022:

- Set new salary ranges based on 60% of the market average
- Add the following new classifications:
 - *Master Police Officer*
 - *City Engineer (new)*
 - *Assistant to the Public Works Director (new)*
 - *Accountant (new)*
 - *Deputy Court Clerk*
 - *Information Systems Administrator (new)*
 - *Administrative Support Specialist II (new)*
 - *Court Clerk II (new)*
 - *Codes Support Specialist II (new)*
 - *Deputy Police Chief*
- Move employees to the market rate (position point) within 3 to 5 years and continue that system of advancement through the respective ranges with an expectation of reaching “top out” by approximately year 12
- Continue to review and consider changes to improve work/life balance
- Consider alternatives to sick leave payout, such as making it tax-free
- Consult with McGrath on an annual basis to maintain the salary schedule
- Implement placement and adjustments beginning November 1, followed by a 1.5% salary range adjustment in January 2023:
 - Adjust current employees to meet the new range minimum - \$617,000



- Increase lifeguard pay to \$14.50 per hour
- Make the following adjustments for salary compression - \$600,000
 - Classifications 50-100: \$492,000. Employees would be moved to the same placement percentage - if an employee was at 30% of the previous salary range, they would be moved to 30% of the new salary range
 - Classifications 105-150: \$108,000. Mid to upper-level management would be adjusted differently because a range percentage adjustment was unwarranted. Mid to upper-level management would be adjusted to year 1 in the new range with the exception of the Chief of Police, Public Works Director, and City Administrator who would be moved to year two based on tenure and/or level of responsibility.
- Associated costs - \$347,000
 - Increases to FICA, the police pension plan, KPERS, and Voya as well as incentives requiring adjustment based on new pay categories. The Police Department actuary projected the department's portion would be approximately \$100,000 per year moving forward.
- 2023 salary range market adjustment - \$133,000 (based on a 1.5% increase)
- Total costs for implementation, adjustments, and associated costs: \$1,697,000
- Budgeted funds to account for increases:
 - Total available funds - \$1,100,000
 - ARPA funds - \$500,000
 - 2023 budget - \$600,000
 - Use part of General Fund balance to fund the remaining \$597,000

Mr. Dave Robinson asked Mr. Jordan how compression adjustments would be made for upper-level supervisors. Mr. Jordan said they would be adjusted to either year 1 or year 2 of the range.

Mr. Cole Robinson made the following motions:

- 1. To approve position title changes and/or change in responsibilities in conjunction with the study as presented**
- 2. To adopt the 2022 and 2023 salary ranges and employee classifications that reflect Council's goal of above average market ranges for recruitment and retention**
- 3. To adopt the recommended compensation system with the goal of moving employees to the market rate (position point) within 3 to 5 years and continue that system of advancement through the respective ranges with an expectation of reaching "top out" by approximately year 12**
- 4. To continue and improve the "total rewards model" as presented**
- 5. To approve the compensation implementation costs of \$1,697,000 starting November 2022, with a 1.5% salary range adjustment beginning January 2023**
- 6. To approve staff's recommendations as specified to fund the new compensation adjustments**



PRAIRIE VILLAGE
KANSAS

Ms. Wolf seconded each motion, all of which passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

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

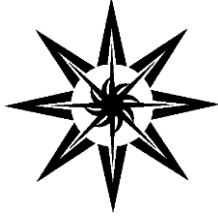
ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelsen declared the meeting adjourned at 8:11 p.m.

Adam Geffert
City Clerk



ADMINISTRATION CONSENT AGENDA

Council Meeting Date: November 7, 2022

Consider Memorandum of Agreement with Little Government Relations for government relations and lobbying services in 2023

BACKGROUND

In early 2020, the City Council authorized an agreement with Little Government Relations (LGR) for government relations and lobbying services. The contract was renewed for 2021 and 2022. Since 2020, Little Government Relations provided these services for the City, which included legislative updates, drafting and providing in-person testimony, and briefing staff and the Council on important issues that will have an impact on cities in Kansas. LGR's services include weekly written updates and conference calls during the legislative session and monthly written updates during the non-session period.

Prior to 2020, city staff had to draft all testimony on behalf of the City and stay apprised of legislative happenings through the League of Kansas Municipalities and our own monitoring of the State legislature website. Procuring the services of Little Government Relations beginning in 2020 saved a significant amount of staff time and resulted in the City being more informed on legislative issues than we have been in previous years.

For these reasons, city staff is recommending continuing the City's relationship with Little Government Relations in 2023. The annual cost of services for 2023 is the same rate as 2022 of \$10,000. It is paid in four quarterly installments of \$2,500. This cost is anticipated in the 2023 contractual services budget.

RECOMMENDATION

Make a motion to approve a Memorandum of Agreement with Little Government Relations for government relations and lobbying services in 2023.

ATTACHMENTS

Memorandum of Agreement with LGR

PREPARED BY

Nickie Lee

Deputy City Administrator

Date: October 3, 2022

Memorandum of Agreement

1. Parties to Agreement

This agreement for government relations and lobbying services is entered into between “LGR Government Relations, LLC” hereinafter referred to as “LGR” and the “City of Prairie Village” hereinafter referred to as “Prairie Village.”

2. Services to be Provided

A. LGR shall provide pro-active lobbying, monitoring, and reporting services for Prairie Village before Kansas legislative and administrative branches of government on matters related to city government. Little shall analyze and report on legislative bills and policy issues of interest and communicate such analysis to Prairie Village on a regular and timely basis.

B. Little shall communicate and meet with the Governing Body, administration, and staff to discuss policy, budget, legislative activity, and administrative issues related to State public policy and budget activities, and LGR shall provide weekly reports during the legislative session, at least monthly during the interim period, and be available for meetings as requested.

D. LGR shall testify before legislative committees as directed by Prairie Village and shall provide assistance to Prairie Village in the production and presentation of legislative testimony.

E. LGR will be available to represent Prairie Village before relevant policy organizations; League of Kansas Municipalities’ meetings and activities; collective Northeast Johnson County cities events, local and regional chambers, and city activities related to shared public policy issues.

F. LGR will facilitate meetings with the legislators and key stakeholders upon request.

G. LGR may perform other government affairs services for Prairie Village as requested. Extraordinary expansion of duties may be subject to additional or other terms as agreed by the parties.

H. LGR shall provide advice and consultation with appropriate Prairie Village elected officials and staff as requested.

3. Coalition.

Prairie Village and other cities in Northeast Johnson County may join together in a voluntary coalition to accomplish shared public policy goals and objectives. The coalition may collectively and collaboratively receive the services articulated in Sec. 1. The coalition will be governed by the following terms and conditions.

- A. Each coalition city will designate one representative to represent and articulate city position, serve as primary point of contact, and serve as the voting member on any non-consensus decisions in the event of required vote.
- B. Coalition will communicate at least on a weekly basis during the legislative session and more often as necessary, including but not exclusively in written reports and conference calls or in person.
- C. LGR will be available to represent the coalition before relevant policy organizations; League of Kansas Municipalities' meetings and activities; collective Northeast Johnson County cities events, local and regional chambers, and city activities related to shared public policy issues.
- D. LGR will be available for city governing board meetings and city staff upon request.
- E. During non-session period, LGR will provide monthly written reports, represent the members at relevant meetings, and be available for governing body meetings upon request.
- F. Participation in the coalition of Northeast Johnson County cities does not supersede or preclude the right of a coalition member to express or advocate individually and independently for a position different from the coalition position. Coalition city members are not obligated to support a majority coalition position and may oppose, without prejudice.

3. Independent Contractor

It is understood by both parties that LGR is an independent contractor and its services are not exclusive to Prairie Village. LGR is specifically allowed to represent other cities by mutual consent in a coalition of Northeast Johnson County cities and additional clients in non-competing areas.

4. Compliance with Applicable Statutes and Rules and Regulations

It is understood by both parties that LGR will register with the office of the Kansas Secretary of State as a lobbyist for Prairie Village. Furthermore, LGR will comply with both the spirit and the intent of all reporting requirements as well as all statutes and rules and regulations pertaining to lobbying. Copies of any reports filed by or on behalf of LGR with various reporting agencies will be available for review by Prairie Village upon request.

5. Terms of Agreement

This contract shall be in effect for the period beginning January 1, 2023 and ending December 31, 2023.

6. Compensation

LGR shall receive the sum of ten thousand dollars (\$10,000.00) for services provided under this agreement, payable in four quarterly payments in the amount of two thousand five hundred dollars (\$2,500.00), due after January 1, April 1, July 1 and October 1 upon receipt of an invoice from LGR. LGR may be reimbursed for documented expenses approved by the administrator or chief elected member in advance.

7. Liability Insurance

LGR shall possess professional liability and workers compensation insurance and shall make documentation of coverage available upon request.

8. Termination.

Either party may terminate this agreement upon thirty (30) days written notice.

This contract encompasses all written and oral agreements of the parties and is entered into this _____ day of November 2022.

Stuart J. Little, Ph.D.

Little Government Relations, LLC
800 SW Jackson, Suite 1000
Topeka, Kansas 66612-2205

Wes Jordan

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208



POLICE DEPARTMENT

Council Meeting Date: November 7, 2022

CONSENT AGENDA: Consider Renewal of the Blue Valley Public Safety Contract for the City's Outdoor Warning Siren System Maintenance for 2023.

RECOMMENDATION

Staff recommends approval of the agreement between the City of Prairie Village and Blue Valley Public Safety in the amount of \$5,268.00 to be paid out of 01-03-21-6000-000 for 2023.

BACKGROUND

Blue Valley Public Safety has maintained the siren system for the City's outdoor warning each year since 1984. There have been no changes in the terms and conditions from previous years -- this is a renewal for maintenance.

The Department has experienced no problems with the past contracts and the City Attorney has previously reviewed and approved this document.

ATTACHMENTS

2023 Maintenance Agreement, including Terms and Conditions.

PREPARED BY

Byron K. Roberson
Chief of Police
October 17, 2022



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Jennifer Wright
Customer: Prairie Village Police Department
Address: 7710 Mission Road
City: Prairie Village
State: KS
Zip 66208
Phone: 913-385-4607
Fax: 913-385-7710
Email: jwright@pvkansas.com

Maintenance Agreement No.: 1017221330 Please reference this no. on your order Date: 10/17/22 Maintenance Period 01/01/23 thru 12/31/23
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Notes:

Contract Model				Unit Per		
Item No.	Qty.	No.	Description	Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment						
Standard Terms: 96 Hour Response Time / Business Days						
Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	2	MC-2001ACDC	Maintenance Contract for Model 2001 ACDC head	\$21.50	\$43.00	\$516.00
2	2	MC-2001DC	Maintenance Contract for Model 2001 Siren head	\$19.75	\$39.50	\$474.00
3	2	MC-ECLIPSE-DC	Maintenance Contract for Model Eclipse DC Siren	\$20.00	\$40.00	\$480.00
4	6	MC-DCFCTD	Maintenance Contract for Siren Two Way Control (Incl DCFCTBDH)	\$19.75	\$118.50	\$1,422.00
5	24	MC-BATT	Contract per standard battery	\$8.25	\$198.00	\$2,376.00

Total of Contract Monthly	\$439.00
Total of Contract Annually	\$5,268.00

Contract Notes:

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. 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 unless expressly accepted in writing by an authorized agent or Office of the 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 order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

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

Proposed By: Norma Cates
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: Norma Cates
Title: President

Dee A. Wieduwilt
Office Manager

Purchase Order must be made out to, and 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



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Jennifer Wright
Customer: Prairie Village Police Department
Address: 7710 Mission Road
City: Prairie Village
State: KS
Zip 66208
Phone: 913-385-4607
Cell: *
Fax: 913-385-7710
Email: jwright@pvkansas.com

Maintenance Agreement No.:
1017221330
Please reference this
no. on your order
Date Quoted: 10/17/22

I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____ Date: _____
Title: _____

Purchase Order must be made out to, and 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

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to

Purchase Order must be made out to, and 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



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

96 Hours response time.

Purchase Order must be made out to, and 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



ADMINISTRATION

Council Meeting Date: November 7, 2022
Consent Agenda

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

RECOMMENDATION

Staff recommends approval of the 2023 DTI contract for \$40,662.60.

COUNCIL ACTION REQUESTED ON: November 7, 2022

BACKGROUND

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

The included renewal contract is the standard agreement between Johnson County DTI and other municipalities. The only change in the contract is the fee decreased from \$46,125.00 in 2022 to \$40,662.50.00 in 2023.

The City Attorney has previously reviewed and approved the contract.

The total cost of DTI contracted services is within the 2023 Information Service budget and will not require additional funding.

ATTACHMENTS

2023 Information Technology Services Agreement with DTI

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
October 27, 2022

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

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into this ____ day of _____, 2022 by and between the City of Prairie Village, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated August 21, 2014, and subsequent Renewal thereof dated January 1, 2017, regarding the provision of information technology services (together hereinafter the “Agreement”); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

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

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended, but with amendment, for an additional term from January 1, 2023 through December 31, 2023 (the “Renewal Term”), subject to the terms and conditions set forth hereinbelow.

2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A (the “Services”) and the City agrees to share in the costs of those services by paying the amounts set forth in Exhibit A (the “Renewal Costs”), which are the annual costs of the services. The renewal costs are based on the total number of supported employees as stated therein. It is the responsibility of the City to report changes in the number of employees to the County so “Renewal Costs” can be adjusted accordingly. These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a high speed data connection of at least 10mb between the City’s facility and any County facility on its high speed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal. The City agrees to adhere to the County security policies, procedures, and processes, including to allow scanning of any devices attached to the Johnson County network. The City must notify the County of increased need for bandwidth. The County reserves the right to limit bandwidth as necessary to support priority business needs.

3. Additional Services. The parties agree that during the Renewal Term, if the City requests additional professional services that are not included in the services set forth in Exhibit A, then the County’s hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$56.65	Support Center
Tier 2 Support per hour	\$77.25	Systems, Phone, Network, Applications
Consulting per hour	\$92.70	Security, Project Management
DBA Support per hour	\$92.70	Data Administration

4. Agreement Effective. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

5. The City shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents free from any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising from or in any way related to the negligent or intentional act, error or omission of the City, its officers, employees or agents, in performing under, arising from, or related to this Agreement.

6. The County is not responsible for providing insurance or self-insurance for the benefit of the City. For this reason, it is recommended that the City shall, at all time during the term of this Agreement and for not less than three (3) years after the expiration or termination thereof, maintain Data Privacy & Security (Cyber) insurance, with limits not less than \$1,000,000 per claim and aggregate, underwritten by an insurance company authorized to write insurance in the state of Kansas. City shall furnish a Certificate of Insurance to the County at the time of execution of this Agreement and within five (5) days of the date of renewal of this insurance. Certificate Holder shall be, Board of County Commissioners, Johnson County, Kansas, c/o Risk Manager, 111 S. Cherry Street, Suite 2400, Olathe, KS 66061. If City does not carry the above referenced Cyber insurance, City shall be responsible for the cost of and hold County harmless for any resulting damages and costs arising from any data breach incident or claim that would otherwise be covered by Cyber insurance.

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

8. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the City of Prairie Village under any circumstances. Similarly, all employees of the City coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the City for all purposes and shall not be deemed employees of the County under any circumstances.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By _____
Eric Mikkelsen, Mayor

Date _____

BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS

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

Date _____

APPROVED AS TO FORM:

Ryan Haga, Assistant County Counselor

Date _____

EXHIBIT A—SERVICES

# Full Time Users # Part Time Users (<4 hrs) # of Devices (PC's & Servers)	City of Prairie Village Description of Managed Services	City 38 9 89&26	Police 49 2 59&13
Network	DTI will be responsible for network monitoring - Includes all network systems, core appliances and switches Network administration and support - Review of event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Network hardware replacement - Identify and recommend network hardware replacements, assisting with the installation as required and needed. Internet Connection including Guest WiFi	\$8,115.80	\$9,548.00
Security	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Provide firewall security reviews upon request, limit 1 annually, to address best practices in controls. Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices. Internet filtering per Count best practices	\$8,115.80	\$9,548.00
Sub Totals		\$16,231.60	\$19,096.00
Support Services		\$35,327.60	
Software	Check Point - 148 licenses @ \$30.00 ea. & 39 @ \$5.00 ea	\$2,800.00	\$1,835.00
Other Billable Items	Domain Renewals @ \$50/ea (pvkansas.com; pvkansas.org; pvkansas.us; prairievillagefoundation.com)	\$200.00	\$0.00
	Contract Administration Fee	\$250.00	\$250.00
Total - Managed Services		\$40,662.60	

* Standard Support Monday-Friday 7:30am-5pm. Emergency on-call phone support as needed



INFORMATION SYSTEMS

Council Meeting Date: November 7, 2022
Consent Agenda

Consider purchase of new secondary storage server and backup software for City data

RECOMMENDATION

Staff recommends approval of the purchase of new secondary storage server and backup software for City data for \$56,423.98.

COUNCIL ACTION REQUESTED ON: November 7, 2022

BACKGROUND

The current backup appliance was installed in 2017 and has reached end of life. The City continues to increase the amount of data that is being stored and this appliance is running out of storage space which results in fewer interval backups of current servers and data than what is recommended for best practices. In addition, the current appliance often yields backup errors requiring time and attention from Information Systems to reinitiate and monitor for successful backups. The advances in technology with newer backup hardware and software will provide a more reliable and better practice of scheduled backups and replication of highly important City data.

The attached bid is for Veeam Backup of City servers and Office 365 data, one Dell server with 132TB usable storage, labor for install and configuration, five years support and maintenance of all hardware and software.

City staff received five written quotes to compare the different branded hardware and software products for consideration. The attached quote from IP Pathways was the most competitive. IP Pathways is a current vendor and the City has received very good service and products from the company.

IS Staff forecasted this need back in 2021, and the project was previously approved in the 2022 and 2023 Budget from the Equipment Reserve Fund.

FUNDING SOURCE

2022 and 2023 Equipment Reserve Fund

ATTACHMENTS - Quote from IP Pathways

PREPARED BY

Dan Clark
Information Systems Manager
Date: October 25, 2022



Cloud
Platform

Managed
Services

IT
Solutions

IT
Consulting

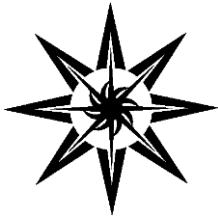
City of Prairie Village - Veeam Implementation
10/21/2022

Item	Cost
Veeam Server Backup w/5 Years Support	\$ 14,580.00
Veeam O365 Backup w/5 Years Support	\$ 10,536.75
Veeam Installation via Block of Hours	\$ 10,000.00
Dell Server Hardware	\$ 18,353.66
Dell Server Software w/Windows OS	\$ 1,254.97
Dell Server Support w/5 Years Support	\$ \$1,698.60
Total	\$ 56,423.98

Des Moines | Omaha | Kansas City

www.ippathways.com

CONFIDENTIAL - Do not distribute without IP Pathways' approval



MAYOR

**Council Meeting Date: November 7, 2022
CONSENT AGENDA**

Consider appointment of Arts Council youth representative

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Trinity Ready to the Arts Council.

BACKGROUND

Council Policy 001 - City Committees states that the Arts Council may have two non-voting youth representatives. Trinity Ready, a Prairie Village resident and student at Shawnee Mission South High School, has expressed interest in joining the Arts Council. Her focus is on textile and fiber arts, and she enjoys knitting, crocheting, sewing, embroidering, and drawing. She would also like to learn more about the community through the Arts Council.

ATTACHMENTS

Volunteer application

PREPARED BY

Adam Geffert
City Clerk

Date: November 2, 2022

* Full Name
Trinity Ready

* Full Address
2020 West 73rd Terrace
Prairie Village Kansas 66208

* **Email**
trinityready31@gmail.com

* Phone
(660) 238-0723

* Select your City Ward
Ward 3

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

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

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

I am 16, I go to Shawnee Mission South High. I am in 3 AP classes this year! i am in the AP Capstone program. I am very interested in textile and fiber arts and knit, crochet, sew, and embroider. I also draw. I am interested to learn more about the community and about the arts council.

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

Thank you for your interest in serving our community.

MAYOR

**Council Meeting Date: November 7, 2022
Consent Agenda**

Consider appointment of City Prosecutor

RECOMMENDATION

Ratification of Mayor's appointment of the City Prosecutor, Nora Cooper.

COUNCIL ACTION REQUESTED ON: November 7, 2022

BACKGROUND

Recently, our City Prosecutor, Ashley Repp, tendered her resignation due to personal reasons. This position was advertised and after reviewing resumes, City Staff, to include a Police Department Captain interviewed two candidates. After those interviews, City Staff unanimously chose Nora Cooper and recommended her to the Mayor for appointment as City Prosecutor.

Under the terms of the Municipal Code, this position is a Mayoral appointment. Generally, this is a two-year term with the compensation fixed by agreement. In this instance, Municipal Code indicates the replacement shall finish out the remaining terms of the original contract which ends on 12/31/2023.

The contract has been reviewed and approved as to form by the City Attorney.

FUNDING SOURCE

The Municipal Court budgets annually for prosecutor services. The proposed contract would cost \$2,400 per month and \$145 per hour for any appeal services.

ATTACHMENTS

Nora Cooper Resume
City Prosecutor Contract

PREPARED BY

Deana Scott
Court Administrator

Date: November 1, 2022

Nora Cooper

◆ ncooperlawoffice@gmail.com ◆

LICENSED TO PRACTICE IN KANSAS

EDUCATION

University of Missouri – Kansas City
Juris Doctorate

Kansas City, MO
August 2006 to May 2009

University of Kansas
Bachelors of Arts, Major - English

Lawrence, KS
August 2002 to May 2006

WORK EXPERIENCE

Founded Cooper Law LLC

2019

City of Gardner – City Prosecutor
City of Gardner, KS

Gardner, Kansas
March 2022-present

- Prosecute city ordinance violations - including DUI, traffic, code, and animal cases. Communicate and coordinate with court staff and police department.
- Experience with virtual court and court software INCODE

City of Fairway – City Prosecutor
City of Fairway, KS

Fairway, KS
March 2020-present

- Prosecute city ordinance violations - including DUI, traffic, code, and animal cases. Communicate and coordinate with court staff and police department.
- Participate in police training

CINC Attorney
Johnson County, KS

Johnson County, KS
April 2019-April 2022

- Represent parents and children as Guardian Ad Litem in Children in Need of Care cases in Johnson County.
- Maintain working relationship with multiple community resource agencies including CASA, KVC, DFS

Nora Cooper

◆ ncooperlawoffice@gmail.com◆

Lenexa City Prosecutor City of Lenexa, KS

Lenexa, KS

November 2013-April 2019

- Prosecute city ordinance violations - including DUI, traffic, code, and animal cases, review charging decisions
- Participated in police training, citizens police academy, youth police academy
- Multiple jury and bench trial experiences to district court on appeal.

Johnson County District Attorney's Office Assistant District Attorney

Olathe, KS

May 2009-September 2011

- Charging attorney – responsible for reviewing cases and determining appropriate charges. Multiple jury trial and bench trial experiences - including high level felonies, everyday courtroom experience in juvenile and adult courts
- Attended and completed **National District Attorney's Association Trial Advocacy I** in February 2011

Nora Cooper

◆ ncooperlawoffice@gmail.com◆

REFERENCES

Peter Simonsen
Business Development Consultant
Charlesworth Consulting
Phone: 816-857-7872
E-mail:
psimonsen@charlesworthconsulting.com

Erika DeMarco
Lenexa Municipal Court Judge
Lenexa, Kansas
Phone: 913-477-7600
E-mail: edemarco@lenexa.com

Nicole Armstrong
Municipal Court Manager
Lenexa, Kansas
Phone: 913-477-7634
E-mail: narmstrong@lenexa.com

PROFESSIONAL SERVICES AGREEMENT CITY PROSECUTOR CONTRACT

This CITY PROSECUTOR CONTRACT ("Contract"), made and entered into effective as of November 7, 2022, by and between **Cooper Law, LLC**, a Kansas professional limited liability company (the "Contractor") and the **City of Prairie Village, Kansas**, a Kansas municipal corporation (the "City").

The Contractor and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Contractor shall provide, through Nora (Norie) Cooper, the services as described in Exhibit A (the "Work"), all as attached and incorporated herein.

b. The Contractor shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Contractor shall be responsible to the City for the acts and omissions of his or her agents and employees, and other persons performing any of the Work.

c. The Contractor is free to establish and control his or her times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets as noted in Exhibit A.

d. The Contractor is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers' compensation law, and Kansas unemployment insurance law. The Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Contractor shall at all times hold an unrestricted license to practice law in the State of Kansas. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Insurance Coverage. Notwithstanding Contractor's status as an independent contractor, City and Contractor acknowledge that City's insurance carrier will provide insurance coverage for Contractor's work performed under this Contract; provided, however, that City and Contractor acknowledge and agree that such insurance coverage shall not be available as to claims related to Contractor's work or services deemed to be outside the scope of the Work or this Contract.

5. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

6. Contract Fee. The Contractor shall be compensated for the Work as set forth in Exhibit A. The City shall promptly pay amounts due to the Contractor.

7. Contract Term. The term of this Contract will be for a period commencing on November 7, 2022, and continue through December 31, 2023.

8. Termination. If the Contractor fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, City may immediately terminate this Contract by written notice to Contractor. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Contractor all fees incurred prior thereto.

9. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

10. Litigation. Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

11. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

12. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

[Remainder of Page Intentionally Left Blank. Signature Page Follows Directly]

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

COOPER LAW, LLC

By: _____
Nora Cooper
Sole Member

**THE CITY OF PRAIRIE VILLAGE,
KANSAS**

By: _____
Eric Mikkelson
Mayor

ATTEST:

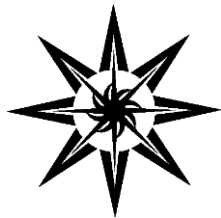
By: _____
Adam Geffert
City Clerk

APPROVED AS TO FORM:

By: _____
David E. Waters
City Attorney

EXHIBIT A
SCOPE OF WORK & CONTRACT RATE

1. The Contractor shall serve as the City Prosecutor for the City of Prairie Village, Kansas. The Contractor's primary responsibilities shall include, but are not limited to, prosecution of misdemeanors, traffic violations that occur within the City and violations of Prairie Village City Ordinances.
2. The Contractor shall render to the best of its abilities, in accordance with applicable professional standards, the services, legal representation and advice described herein during the continuance of this Contract.
3. The Contractor agrees to faithfully represent the interests of the City in carrying out his or her duties as City Prosecutor and in accordance with established prosecution standards and policies.
4. The Contractor's services shall include attendance at hearings to represent the City of Prairie Village as City Prosecutor in the Municipal Court and preparation for such hearings. Hearing, trial, arraignment and plea dockets will be as specified by the City from time to time and will be held in the council chambers at City Hall or virtually. The Contractor may also be requested from time to time to provide legal advice to the police department not involving the prosecution of individual cases.
5. The Contractor will be compensated \$2,400.00 per month for the period November 7, 2022 through December 31, 2023, for prosecution services described in paragraph 4 above and other services required under this Contract, except as provided in paragraph 6 below.
6. The Contractor shall also be required to continue its representation of the City when a case is appealed to the Johnson County District Court or when filing a forfeiture action is necessary. The Contractor shall be compensated at an hourly rate of \$145.00 for such work.
7. The Contractor shall be responsible for arranging for substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. Generally, substitute counsel shall be used only when the Contractor cannot serve as City Prosecutor because of illness or prior legal commitment in another Court. The Contractor shall provide the City and the City Attorney with a list of the name(s), address(es), telephone number(s), Kansas Bar number(s), and professional resumes of substitute counsel who will be responsible for providing City Prosecutor services. All substitute counsel on such list must be approved by the City in advance. The City will be responsible for reimbursing substitute counsel a reasonable amount of times per year.
8. Contractor shall provide such services as are required by the Investigator under City Code Sec. 5-801 *et seq.* (Prohibited Discrimination in Employment, Housing, or Public Accommodations).



MAYOR

City Council Meeting Date: November 7, 2022

Consider appointment of City Engineer

RECOMMENDATION

Mayor Mikkelson requests the City Council ratify the appointment of Melissa Prenger to serve as the City Engineer.

MOTION

Move to ratify Mayor Mikkelson's appointment of Melissa Prenger as City Engineer.

BACKGROUND

Under the terms of the Municipal Code, the following positions within the City are appointive positions with four-year terms: City Attorney, Assistant City Attorney, Municipal Judges, City Prosecutor, City Clerk, City Treasurer, City Administrator, Deputy City Administrator, City Engineer, Director of Public Works, City Architect and Chief of Police.

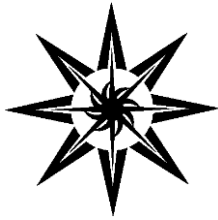
ATTACHMENTS

PREPARED BY

Adam Geffert

City Clerk

Date: November 2, 2022



PUBLIC WORKS DEPARTMENT

Council Meeting Agenda: November 7, 2022

COU2022-71 CONSIDER APPROVAL OF ORDINANCE 2477, APPROVING THE VACATION OF RIGHT OF WAY ADJACENT TO 4401 SOMERSET DRIVE

RECOMMENDATION

Hold a public hearing to accept comments from the public pertaining to this application; make a motion to approve Ordinance 2477, vacating the right of way adjacent to 4401 Somerset Drive.

BACKGROUND

The owners of the property at 4401 Somerset Drive have requested that excess right of way located adjacent to their property be vacated by the City. The owners recently became aware that they did not own this area of land. The attached property map shows this area highlighted in orange that the residents have maintained for years. After looking into this location further it was determined that this situation has existed since the property was originally platted in the 1950's. The owners of 4401 Somerset Drive had always maintained this area. The original plat for this area contemplated a turn lane being constructed from 87th to Somerset Drive. The need for a future turn lane from 87th to Somerset Drive no longer became necessary once Roe Avenue and the 87th Street Cul-de-sac were constructed.

The City's current subdivision regulations do not currently address the process by which to vacate public property. After consulting with City Attorney David Waters, to vacate the easement the City must follow the state statute requirements absent our own regulations. In order to vacate the easement, the City must take the following steps:

- 1) The Governing Body must adopt a resolution to set the date for a public hearing in consideration of the easement vacation. **Resolution COU2022-15 was approved by City Council on September 6, 2022.**
- 2) Staff must issue public notice to the Legal Record and notify all public utilities of the date of the public hearing at least 20 days in advance. **Public Notice was made on October 11, 2022. Utility summary is below.**
- 3) The Governing Body must hold a public hearing and adopt an ordinance authorizing the vacation of the easement.
- 4) Staff must publish the ordinance summary and send copies of the ordinance to the County for recording.

Staff sent out notices to all utility companies on October 3, 2022 and received the following responses:

EVERGY- Okay with vacating

Google Fiber- Okay with vacating
WaterOne- Okay with vacating
Johnson County Wastewater- Okay with vacating
AT&T- Okay with vacating
Spectrum- Okay with vacating
Kansas Gas- Okay with vacating

Staff's review determined that there are no utilities located within the right of way to be vacated. Staff recommends approval of the vacation of this right of way vacation request.

ATTACHMENTS

Ordinance 2477
Written request from property owners at 4401 Somerset Drive
Plot plan illustrating the easement to be vacated

PREPARED BY

Keith Bredehoeft, Public Works Director

November 3, 2022

ORDINANCE NO. 2477

AN ORDINANCE VACATING PART OF THE RIGHT-OF-WAY LOCATED GENERALLY AT SOMERSET DRIVE AND WEST 87TH STREET IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS.

WHEREAS, a petition or request for a vacation of part of the right-of-way located generally at Somerset Drive and West 87th Street, as more fully described below, in the City of Prairie Village, Johnson County, Kansas, has been submitted to the City of Prairie Village, Kansas; and

WHEREAS, the City Clerk of the City of Prairie Village, Kansas, gave public notice of the same by publication in the official City newspaper on October 11, 2022 stating that a petition has been filed in the office of the City Clerk praying for such vacation, describing the property fully and setting November 7, 2022 as the hearing date on which the petition shall be presented to the Governing Body of the City for hearing and that at such time and place and giving instructions to all persons interested to be heard under the petition; and

WHEREAS, the petition did proceed to hearing as published and no objections were filed with the City Clerk or received at the time of the hearing; and

WHEREAS, all utility companies were notified and agreed to such vacation described below and in Exhibit A attached hereto; and

WHEREAS, all the requirements of K.S.A. 12-504 *et. seq.* have been complied with.

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

Section 1. The right-of-way to be vacated are described as follows:

See Exhibit "A"

Section 2. The Governing Body of the City hereby determines from the proofs and evidence presented that legal notice has been given by publication as required, that no private rights will be injured or endangered by the vacation or exclusion of the above-described right-of-way, that the public will suffer no loss or inconvenience thereby, and that in justice to the petitioner or petitioners the request of the petitioner ought to be granted. Therefore, those certain streets, road, alleys, or rights-of-ways, as previously platted or otherwise, and being more fully described and depicted in Exhibit A, are hereby vacated, subject to the provisions of this ordinance, and the same shall revert to the owners of the lands adjacent thereto as prescribed by law.

Section 3. Notwithstanding the foregoing, and pursuant to K.S.A. 12-505(a)(2), the City hereby reserves to the City and the owners of any lesser property rights for public utilities, rights-of-ways and easements for public service facilities originally held in such vacated right-of-way now in existence and use.

Section 4. The City Clerk shall certify a copy of this ordinance containing the order to the Register of Deeds of Johnson County, Kansas. The Register of Deeds shall record this ordinance in the deed records of the County at the expense of the petitioner(s), and the Register of Deeds shall also take such measures as may be required to evidence this vacation under applicable law, including but not limited to K.S.A. 12-505.

Section 5. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas, on _____, 2022.

APPROVED by the Mayor on _____, 2022.

CITY OF PRAIRIE VILLAGE, KANSAS

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

EXHIBIT A

[Description and Depiction of Right-of-Way Vacated]

EXHIBIT A

All that part of a 50.00 feet wide roadway right-of-way located between Tract "A" and Lot 110, and all that part of Tract "A", all in TOWN & COUNTRY ESTATES, a recorded subdivision of land in the City of Prairie Village, Johnson County, Kansas, as prepared by Robert L. Ubben, Kansas Licensed Land Surveyor 1247, on July 22, 2022, described as follows:

Commencing at the most Northerly corner of said Lot 110, said point being monumented by a found 1/2" rebar; thence South 47°27'01" West, along the Northwest line of said Lot 110, a distance of 220.51 feet to the Point of Beginning; thence in a southerly direction along the Westerly curved line of said Lot 110, around a curve to the left that is tangent with the exit of the last described course, having a central angle of 122°01'55", a radius of 106.40 feet, an arc length of 226.62 feet; thence South 86°05'42" West, departing the Westerly line of said Lot 110, a distance of 95.31 feet to a point on the Southeast curved line of said Tract "A"; thence continuing South 86°05'42" West, departing the Northeast curved line of said Tract "A", a distance of 44.43 feet; thence in a northwesterly direction along a curve to the left that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 01°07'12" East, a central angle of 57°49'34", a radius of 60.00 feet, an arc length of 60.56; thence North 23°32'29" East a distance of 32.60 feet; thence North 43°25'22" East a distance of 8.51 feet to a point on the Northeast curved line of said Tract "A"; thence continuing North 43°25'22" East, departing the Northeast curved line of said Tract "A", a distance of 80.53 feet; thence North 47°27'01" East a distance of 65.94 feet to the Point of Beginning. Containing 11,440 square feet or 0.263 acres, more or less.

The bearing used in this description are Grid North based on the Kansas State Plane Coordinate System, North Zone, NAD83, and distances are as measured on the ground.

This description prepared by:
Robert L. Ubben
KS Licensed Land Surveyor 1247
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210
913-239-1100



August 2, 2022

City Council
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208

Re: Vacation of property herein described in the attached documents as Tract A, adjacent to Lot 110 of Town and Country Estates

Dear Council Members,

Before we begin with the issue at hand, please allow us to acknowledge the courteous and professional manner in which Keith Bredehoeft has addressed our inquiries and concerns. These attributes serve the City of Prairie Village well and we appreciate them and him.

This is our formal request for the City of Prairie Village to vacate the property described in the attached documents as "Tract A" which lies adjacent to our property, Lot 110 of Town and Country Estates, located at 4401 Somerset Drive in Prairie Village. Tract A is approximately 11,440 square feet or 0.263 acres and was originally designated to be a pocket park for the developing neighborhoods.

By way of providing some background information, our home was built in 1957 and for more than 60 years, the ownership of Lot 110 has cared for and maintained Tract A, the parcel in question. In our discussions with Mr. Bredehoeft, we demonstrated that in the last 11 years since we have lived here, we have spent over \$31,000 in caring for Tract A. We mow it, we irrigate it, and we maintain it (including removal of a large pine at the far west end of Tract A which was infected with Pine Bark Beetle and the subsequent treatment of remaining pines to prevent spread of the infestation to neighboring pines.

Under the Covenants of our Homeowners Association, even though there is an expanse of land to the east of our home and adjacent to Tract A, we can never subdivide our property, so Tract A, when ceded to us, will remain the open, green space that is its current condition. It will also continue to serve as a bio-retention basin for water which collects at this low intersection near Somerset and Roe.

With the development of Franklin Park just west of Tract A, there is no longer a need for the "pocket park" designation originally intended for Tract A. Given the history of care of Tract A by the owners of Lot 110, it is our position that Tract A should be vacated by the City of Prairie Village and added to the description of Lot 110, thereby increasing the size of Lot 110. We believe this is a logical step toward ensuring ongoing care for and maintenance of this piece of land and would maintain the privacy of the residents of Lot 110 for the future.

Your consideration is greatly appreciated. We would be happy to answer any questions Council Members may have regarding this proposal.

Most Sincerely,

The block contains three handwritten signatures in black ink. The first signature on the left is a stylized cursive signature, likely Penni Johnson. The second signature in the middle is 'Susan Moehl'. The third signature on the right is 'Athena Heironimus'.

Penni Johnson, Susan Moehl, and Athena Heironimus
Attachments

EXHIBIT A

All that part of a 50.00 feet wide roadway right-of-way located between Tract "A" and Lot 110, and all that part of Tract "A", all in TOWN & COUNTRY ESTATES, a recorded subdivision of land in the City of Prairie Village, Johnson County, Kansas, as prepared by Robert L. Ubben, Kansas Licensed Land Surveyor 1247, on July 22, 2022, described as follows:

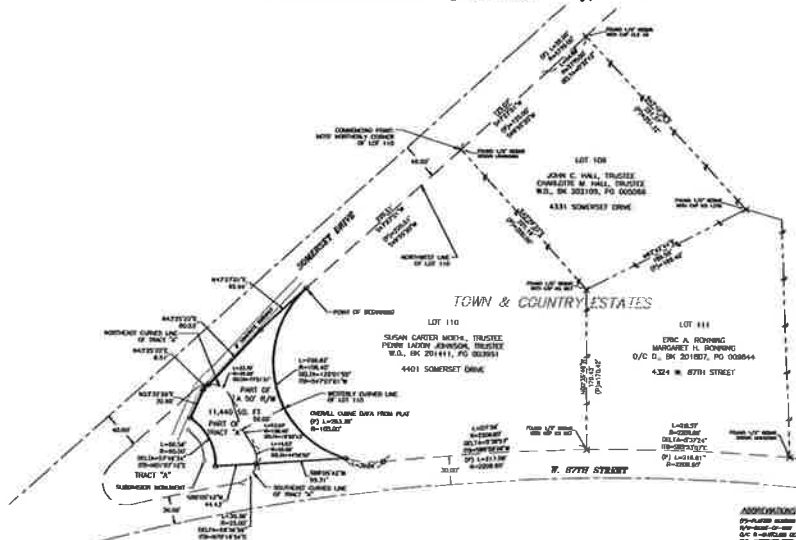
Commencing at the most Northerly corner of said Lot 110, said point being monumented by a found 1/2" rebar; thence South 47°27'01" West, along the Northwest line of said Lot 110, a distance of 220.51 feet to the Point of Beginning; thence in a southerly direction along the Westerly curved line of said Lot 110, around a curve to the left that is tangent with the exit of the last described course, having a central angle of 122°01'55", a radius of 106.40 feet, an arc length of 226.62 feet; thence South 86°05'42" West, departing the Westerly line of said Lot 110, a distance of 95.31 feet to a point on the Southeast curved line of said Tract "A"; thence continuing South 86°05'42" West, departing the Northeast curved line of said Tract "A", a distance of 44.43 feet; thence in a northwesterly direction along a curve to the left that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 01°07'12" East, a central angle of 57°49'34", a radius of 60.00 feet, an arc length of 60.56; thence North 23°32'29" East a distance of 32.60 feet; thence North 43°25'22" East a distance of 8.51 feet to a point on the Northeast curved line of said Tract "A"; thence continuing North 43°25'22" East, departing the Northeast curved line of said Tract "A", a distance of 80.53 feet; thence North 47°27'01" East a distance of 65.94 feet to the Point of Beginning. Containing 11,440 square feet or 0.263 acres, more or less.

The bearing used in this description are Grid North based on the Kansas State Plane Coordinate System, North Zone, NAD83, and distances are as measured on the ground.

This description prepared by:
Robert L. Ubben
KS Licensed Land Surveyor 1247
Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210
913-239-1100



Bearings are Grid North based on the Kearsut Plane Coordinate System, North Zone, A-405.1.

[illegible]

WE HEREBY CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE FURTHER CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

George Wemyss Grant assumed ownership 2/24, 1946, in Book 221413 of Page 422221.

Harold Oswald Dow assumed September 23, 1943, in Book 222288 of Page 422222.

Harold Oskelund Grant assumed July 28, 1945, in Book 222287 of Page 422224.

The publications out of FISH & WILDERNESS, assumed December 1, 1946, in Book 2/6 of Page of Page 55.

JC 1-4424 020
 R.A. 00000000

Downloaded from <http://www.jstor.org/stable/2346123>

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

☐ **NET 1/2" HP" HOLES WITH A 1/4" DIA. DRILLING BIT AND A 1/4" DIA. DRILLING BIT AND A 1/4" DIA. DRILLING BIT**

THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION
PUBLISHED WEEKLY

1. Robert L. Joffe, *Wages (United States)*, computed in the year of _____.

Don't miss these features

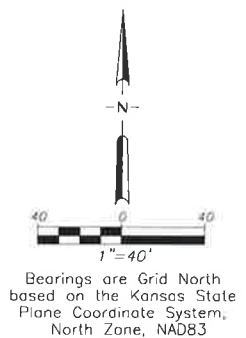
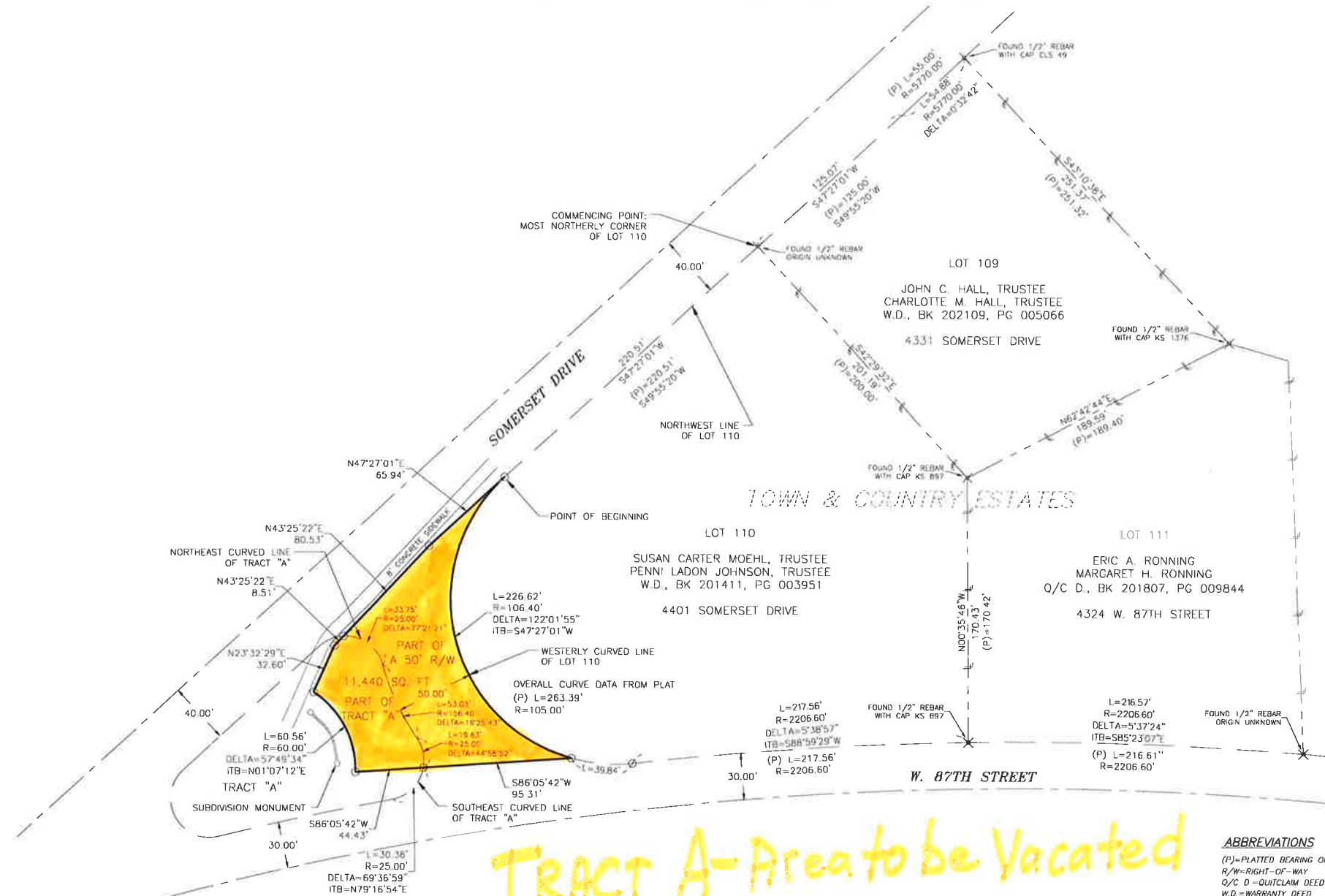
[illegible]

1998

1

100

SURVEY
Part of existing roadway right-of-way and part of Tract "A"
all in TOWN & COUNTRY ESTATES, a recorded subdivision of land
in the City of Prairie Village, Johnson County, Kansas



- ABBREVIATIONS**
(P)=PLATTED BEARING OR DISTANCE
R/W=RIGHT-OF-WAY
O/C D=QUITCLAIM DEED
W.D.=WARRANTY DEED
- LINE LEGEND**
--- LOT LINE
--- EXIST. RIGHT-OF-WAY
--- EXIST. ROADWAY CENTERLINE
--- LINE SURVEYED AND MONUMENTED
- PROPERTY CORNER MONUMENT LEGEND**
X PROPERTY PIN FOUND AND ACCEPTED AS NOTED
O SET 1/2"x24" REBAR WITH A PLASTIC CAP STAMPED AFFINIS KS LS #133

LEGAL DESCRIPTION AS PREPARED BY THIS SURVEYOR OF PROPERTY SURVEYED

All that part of a 50.00 foot wide roadway right-of-way located between Tract "A" and Lot 110, and all that part of Tract "A", all in TOWN & COUNTRY ESTATES, a recorded subdivision of land in the City of Prairie Village, Johnson County, Kansas, as prepared by Robert L. Ubben, Kansas Licensed Land Surveyor 1247, on July 22, 2022, described as follows:

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The bearing used in this description are Grid North based on the Kansas State Plane Coordinate System, North Zone, NAD83, and distances are as measured on the ground.

GENERAL SURVEY NOTES:
All distances and bearings on this survey are measured values unless indicated otherwise by a note indicating a plotted (P) value. All distances shown are ground distance values.
All measured bearings shown are Grid North, based on the Kansas State Plane Coordinate System, North Zone, NAD83.
No title commitment has been provided for this project as of the date of issuance of this survey. This company has made no investigation or independent search for encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
No utility research or locates were performed as part of this survey and therefore are not shown.

DOCUMENTS OF RECORD USED FOR THIS SURVEY:
Kansas Warranty Deed recorded November 17, 2014, in Book 201411 at Page 003951.
Kansas Warranty Deed recorded September 15, 2021, in Book 202109 at Page 005066.
Kansas Quitclaim Deed recorded July 30, 2018, in Book 201807 at Page 009844.
The subdivision plat of TOWN & COUNTRY ESTATES, recorded November 16, 1956, in Book 19 of Plats at Page 73.



VICINITY MAP
SEC. 28, T12S, R25E
MAP SCALE: 1"=2,000'

This survey was performed by:
Affinis Corp.
8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas, 66210
Telephone (913) 239-1100
Attention: Robert L. Ubben, KS LS #1247

Surveyors Certification:
I, Robert L. Ubben, Kansas Licensed Land Surveyor No. 1247, do certify that this survey was completed in the field on 7/22/2022 and is based on an actual ground survey performed by me and persons under my direct supervision. This survey was executed in accordance with the current Kansas Minimum Standards for Property Boundary Surveys, and the results of said survey are correctly represented on this plat.

Robert L. Ubben, Kansas Professional Land Surveyor No. 1247.

Unadjusted Error of Closure of Courses Shown
Error Distance: 0.001
North: 0.0009° East: 0.0028°
Perimeter: 614.50
Perimeter: 1,215.853

Survey
Performed for The City of Prairie Village, Kansas
Part of existing roadway right-of-way and part of Tract "A"
all in TOWN & COUNTRY ESTATES, a recorded subdivision of
and in the City of Prairie Village, Johnson County, Kansas

8900 Indian Creek Parkway, Suite 450
Overland Park, Kansas 66210
Phone: 913-239-1100
Fax: 913-239-1111
www.affinis.us

Affinis
corp

ENGINEERS & SURVEYORS

Drawn: MBL
Checked: MBL
Reviewed: MBL
Date: 7/22/2022

Project: 25-0001-02
Job: 25-0001-02

Owner: SURVEY

1
1 OF 1



Discussion of possible changes to public comment period at Council meetings

RECOMMENDATION:

Consider whether a modification should be made to the public comment period to ensure City business is performed in a timely fashion. Staff has had challenges with timing when speakers are present to discuss items that are not on the agenda. It has also been difficult coordinating outside parties who may need to be present for those items with respect to their time.

BACKGROUND

Due to the increased number of public speakers at recent City Council meetings, consideration has been given to dividing the public comment period into multiple sessions to allow for City business to be completed in a timely fashion. One option would be for the first public participation session to be held as normally scheduled, prior to most City business, for a period not to exceed one hour, if needed. If all participants get a chance to speak during that period, public participation will conclude, and the City will then conduct the remaining City business items. If one or more speakers who were signed up and present at the first session did not get a chance to speak, a second public comment session will be opened after other City business is concluded for those individuals to speak.

The goals of these proposed changes include the following:

- a. To allow all who want to speak to be able to do so
- b. To better anticipate when business items (and third-party presenters for those business items) will be brought forward for consideration and discussion
- c. To allow City business to conclude timely

PREPARED BY

Adam Geffert

City Clerk

Date: November 3, 2022

MAYOR'S ANNOUNCEMENTS
Monday, November 7, 2022

Parks and Recreation Committee	11/09/2022	5:30 p.m.
Arts Council	11/10/2022	5:30 p.m.
Veterans Day – City offices closed	11/11/2022	
Ad Hoc Civic Center Committee	11/14/2022	4:00 p.m.
Diversity Committee	11/15/2022	5:30 p.m.
City Council	11/21/2022	6:00 p.m.
Thanksgiving observed – City offices closed	11/24/2022 – 11/25/2022	

=====

INFORMATIONAL ITEMS
November 7, 2022

1. Diversity Committee meeting minutes – September 15, 2022
2. 3rd Quarter crime statistics
3. November plan of action and project update

Diversity Committee Meeting
September 15, 2022

Call to Order

Attendance

Approval of Agenda

Cole and George

Opening Remarks/Welcome – Inga Selders

Approval of Meeting Minutes (08/09/22)

Cole second Dennis

Presentations

Capt. Washington - new police liaison from PVPD. Happy to be here

Liaison Updates

- * Citizen Advisory Board – George Williams/Chief Roberson

No updates

- * Civil Service Board – George Williams/Chief Roberson

No updates

Project/Event Updates

- * Interpretive Panel Update – David Magariel

Has a call set up with a graphic designer. Will get a ballpark on costs and take a look at style and content and update at next meeting

- * PV Seen Update – Etienne Clatanoff & Chi Nyugen

Porter Park - October 8th, 9:30-11:30a - Will share on socials including a Facebook event page. Also in mom groups. Targeting ages 8 and under. Also reaching out to Johnson County Library for a storytime session with the children. Sensory table and story board also for children to use and interact with.

- * PV History Page Update – Melissa Brown, David Magariel, John McKinney

- * Village Voice/Social Media Update – Melissa Brown

Old Business

- * Coffee with the Community – Discuss bringing this back to the table

Motion to bring back to the table has passed

New Business

- * Discuss adding public comments to our agenda

David - looked at Roeland Park Racial Equity committee, don't have a formal policy.

Suggested rules - limit amount of time. Register with Tim in advance. Identify what they would like to talk about. Could also allow for written comment.

Cole - In support of motion - would like to see the public have direct interaction with the committee

George - in support of motion - public comment can also reinforce discussion

Dennis - Agree with most, question limitations on written comment

Cole - In support of written commentary added to packet

George - would be a good use of time as long as it's productive

Inga - Have the commentary at the beginning of the meeting. Perhaps would need to limit the total time

Etienne - Agrees with allowing written comment to be more inclusive

David - how would we

Committee leadership will develop some rules and outlines around public to be discussed at the next committee

Motion to develop a policy around speaking policy for public comment to be discussed at next committee meeting

George 1st David 2nd -

* Discuss topic for 3rd panel discussion and assign volunteers to this subcommittee

Potential topics:

Environment

Voting Rights

Affordable housing

Health advocacy

Equity - a broader discussion

Criminal Justice

Child welfare - foster care and adoption crisis

Diversity in general

* Discuss ideas for potential content for 2023 Strategic Plan

Continue to build ideas towards the winter. Perhaps will have a workshop to facilitate discussion.

Motion to adjourn

Chi, Etienne

PRAIRIE VILLAGE

THIRD QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	5,202	5,363	4,960	5,123	5,943	5,318.2	624.8
Calls By CSOs	632	728	832	738	747	735.4	12
Calls For Service Total	5,834	6,091	5,792	5,861	6,690	6,054	636
Offenses							
Burglary Residence	16	15	12	15	13	14.2	-1.2
Aggravated Burglary	6	4	3	12	6	6.2	(0)
Burglary Business / Church / Other	1	-	2	2	3	1.6	1.4
Arson	3	-	-	-	-	0.6	(1)
Assault / Battery	67	64	47	69	62	61.8	0.2
Criminal Damage	71	57	65	57	83	66.6	16
Forgery	5	6	5	7	5	5.6	-0.6
Fraud	49	34	50	42	61	47.2	14
Homicide	2	-	1	1	-	0.8	-0.8
Rape	3	2	2	3	2	2.4	(0)
Robbery	-	3	2	3	3	2.2	0.8
Sex Offenses	11	5	6	7	4	6.6	(3)
Trespassing	-	7	10	7	-	4.8	-4.8
Weapons Violations	7	8	8	4	3	6.0	(3)
Offenses Total	241	205	213	229	245	227	18
Thefts							
All Other Theft	31	33	40	27	35	33.2	1.8
Auto Theft	23	19	24	42	44	30.4	14
Shoplifting	13	19	17	14	21	16.8	4.2
Theft from Building	22	30	23	23	22	24.0	(2)
Theft from Motor Vehicle	92	49	43	67	81	66.4	14.6
Theft of Motor Vehicle Parts	6	7	9	14	14	10.0	4
Thefts Total	187	157	156	187	217	181	36
Arrests							
Alcohol Related	27	23	24	19	14	21.4	-7.4
Drug Arrests	111	77	71	51	44	70.8	(27)
DUI	104	79	83	93	78	87.4	-9.4
Arrests Total	242	179	178	163	136		136
Accidents							
No Injury	227	224	115	131	132	165.8	(34)
Injury	34	42	36	48	46	41.2	4.8
Hit and Run Accidents	54	39	20	22	19	30.8	(12)
Private Property	39	33	5	2	1	16.0	-15.0
Fatal	1	-	-	-	-	0.2	(0)
Accidents Total	355	338	176	203	198	254	(56)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							
Open Door (Garage / Car)	312	230	453	393	278	333.2	-55.2
Residence Checks	222	145	68	50	61	109.2	(48)
House Checks	321	303	141	206	298	253.8	44.2
Crime Prevention Total	855	678	662	649	637	696	(59)
Miscellaneous							
Failure to Yield	-	-	-	67	51	23.6	27
Medical Calls	325	356	345	388	600	402.8	197.2
Mental Health Total	-	100	259	208	164	146.2	18
Traffic Stops	7,094	6,687	4,413	6,273	3,935	5,680.4	-1745.4
Miscellaneous Total	7,419	7,143	5,017	6,936	4,750	6,253	(1,503)

MISSION HILLS

THIRD QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	1,277	1,114	1,011	1,003	1,264	1,133.8	130.2
Calls By CSOs	73	55	63	48	85	64.8	20
Calls For Service Total	1,350	1,169	1,074	1,051	1,349	1,199	150
Offenses							
Burglary Residence	6	6	1	10	8	6.2	1.8
Aggravated Burglary	1	4	1	8	4	3.6	0
Burglary Business / Church / Other	-	1	-	-	-	0.2	-0.2
Arson	-	-	-	-	-	-	-
Assault / Battery	6	1	8	5	3	4.6	-1.6
Criminal Damage	8	6	10	16	20	12.0	8
Forgery	1	1	-	1	-	0.6	-0.6
Fraud	7	6	4	7	22	9.2	13
Homicide	-	-	-	-	-	-	0.0
Rape	-	-	-	-	-	-	-
Robbery	-	-	-	-	-	-	0.0
Sex Offenses	-	-	-	-	1	0.2	1
Trespassing	1	1	1	-	-	0.6	-0.6
Weapons Violations	1	-	-	-	-	0.2	(0)
Offenses Total	31	26	25	47	58	37	21
Thefts							
All Other Theft	7	6	3	3	5	4.8	0.2
Auto Theft	8	5	9	13	17	10.4	7
Shoplifting	-	-	-	-	-	-	0.0
Theft from Building	2	4	6	3	5	4.0	1
Theft from Motor Vehicle	21	6	19	15	31	18.4	12.6
Theft of Motor Vehicle Parts	-	-	-	2	3	1.0	2
Thefts Total	38	21	37	36	61	39	22
Arrests							
Alcohol Related	6	5	6	3	-	4.0	-4.0
Drug Arrests	13	11	9	13	7	10.6	(4)
DUI	19	17	19	8	11	14.8	-3.8
Arrests Total	38	33	34	24	18		18
Accidents							
No Injury	18	28	13	14	14	17.4	(3)
Injury	3	2	5	5	2	3.4	-1.4
Hit and Run Accidents	7	5	4	2	4	4.4	(0)
Private Property	4	1	-	-	1	1.2	-0.2
Fatal	-	-	1	-	-	0.2	(0)
Accidents Total	32	36	23	21	21	27	(6)

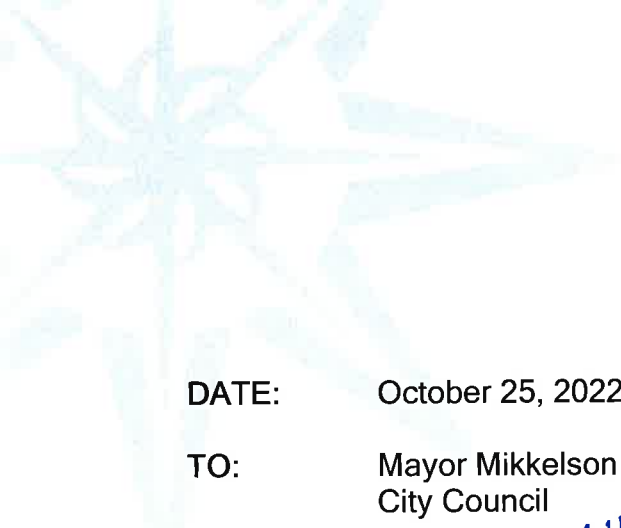
	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							
Open Door (Garage / Car)	139	164	138	98	84	124.6	-40.6
Residence Checks	111	68	51	31	52	62.6	(11)
House Checks	347	385	175	371	254	306.4	-52.4
Crime Prevention Total	597	617	364	500	390	494	(104)
Miscellaneous							
Failure to Yield	-	-	-	18	8	5.2	3
Medical Calls	17	24	22	33	52	29.6	22.4
Mental Health Total	-	8	20	19	21	13.6	7
Traffic Stops	2,660	2,562	1,448	1,864	1,598	2,026.4	-428.4
Miscellaneous Total	2,677	2,594	1,490	1,934	1,679	2,075	(396)

PRAIRIE VILLAGE / MISSION HILLS

THIRD QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	6,479	6,477	5,971	6,126	7,207	6,452.0	755.0
Calls By CSOs	705	783	895	786	832	800.2	32
Calls For Service Total	7,184	7,260	6,866	6,912	8,039	7,252	787
Offenses							
Burglary Residence	22	21	13	25	21	20.4	0.6
Aggravated Burglary	7	8	4	20	10	9.8	0
Burglary Business / Church / Other	1	1	2	2	3	1.8	1.2
Arson	3	-	-	-	-	0.6	(1)
Assault / Battery	73	65	55	74	65	66.4	-1.4
Criminal Damage	79	63	75	73	103	78.6	24
Forgery	6	7	5	8	5	6.2	-1.2
Fraud	56	40	54	49	83	56.4	27
Homicide	2	-	1	1	-	0.8	-0.8
Rape	3	2	2	3	2	2.4	(0)
Robbery	-	3	2	3	3	2.2	0.8
Sex Offenses	11	5	6	7	5	6.8	(2)
Trespassing	1	8	11	7	-	5.4	-5.4
Weapons Violations	8	8	8	4	3	6.2	(3)
Offenses Total	272	231	238	276	303	264	39
Thefts							
All Other Theft	38	39	43	30	40	38.0	2.0
Auto Theft	31	24	33	55	61	40.8	20
Shoplifting	13	19	17	14	21	16.8	4.2
Theft from Building	24	34	29	26	27	28.0	(1)
Theft from Motor Vehicle	113	55	62	82	112	84.8	27.2
Theft of Motor Vehicle Parts	6	7	9	16	17	11.0	6
Thefts Total	225	178	193	223	278	219	59
Arrests							
Alcohol Related	33	28	30	22	14	25.4	-11.4
Drug Arrests	124	88	80	64	51	81.4	(30)
DUI	123	96	102	101	89	102.2	-13.2
Arrests Total	280	212	212	187	154		154
Accidents							
No Injury	245	252	128	145	146	183.2	(37)
Injury	37	44	41	53	48	44.6	3.4
Hit and Run Accidents	61	44	24	24	23	35.2	(12)
Private Property	43	34	5	2	2	17.2	-15.2
Fatal	1	-	1	-	-	0.4	(0)
Accidents Total	387	374	199	224	219	281	(62)

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							
Open Door (Garage / Car)	451	394	591	491	362	457.8	-95.8
Residence Checks	333	213	119	81	113	171.8	(59)
House Checks	668	688	316	577	552	560.2	-8.2
Crime Prevention Total	1,452	1,295	1,026	1,149	1,027	1,190	(163)
Miscellaneous							
Failure to Yield	-	-	-	85	59	28.8	30
Medical Calls	342	380	367	421	652	432.4	219.6
Mental Health Total	-	108	279	227	185	159.8	25
Traffic Stops	9,754	9,249	5,861	8,137	5,533	7,706.8	-2173.8
Miscellaneous Total	10,096	9,737	6,507	8,870	6,429	8,328	(1,899)



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: October 25, 2022

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: NOVEMBER PLAN OF ACTION

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

- Updated Fee Schedule - Adam (11/22)
- 2023 Legislative Platform - Nickie (11/22)
- Little Government Relations Contract Renewal - Nickie (11/22)
- 2022 Employee Evaluations - Dept. Supervisors (11/22)
- Year-End Budget Expenditure Review - Jason/Dept. Heads (11/22)
- Annual Meetings with County/State Elected Officials - Nickie/Mayor/Wes (11/22)
- 3rd Quarter Crime Stats - Chief (11/22)
- Native American Heritage Month Proclamation - Adam (11/22)
- Annual Health Benefits Enrollment - Cindy (11/22)
- Aquatics Supervisor Hiring Process - Meghan (11/22)
- STO/UPOC Update - Deana (11/22)
- Annual Volunteer Applications for Committees - Staff (11/22)
- Information Systems Specialist Hiring Process - IS/ Cindy/Tim (11/22)
- RFP for Sustainability Coordinator - Staff/Environmental (11/22)
- Planning Commission Work Session II - Nickie (11/22)
- Ad Hoc Civic Center Committee Meeting - Wes/Nickie (11/22)
- Prairie Village Foundation annual giving campaign - Meghan (11/22)
- Court Clerk Hiring Process - Deana/Cindy/Tim (11/22)
- Public Arts Fund program planning - Nickie/Meghan (11/22)
- First Washington Annual Report to Council - Wes (11/22)

In Progress

- Park Sign Replacement and Branding Process - Melissa/Meghan (9/22)
- RFP Phone Replacement Consultant - Tim/Dan (09/22)
- Summer Recreation Program and Fee Review - Meghan (09/22)
- Legislative Updates to Council - Nickie (11/22)
- Lap Pool Repair Project - Keith (08/22)
- Holiday event planning - Meghan/JD (9/22)

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

Completed

- November/December Village Voice - Ashley/Staff (10/22)
- Planning Commission Work Session - Nickie (09/22)
- Flu Shot Coordination - Cindy (09/22)
- Compensation & Benefit Presentation - Wes/Staff (09/22)
 - 2022-2023 Salary Ranges
- Health-related Benefits Review w/Insurance Committee - Nickie/Jason/Cindy (07/22)
- Review Council Policy Concerning Remote Meetings - David/Staff (07/22)
- Teen Council Recruitment and program kickoff - Piper/Meghan/Ashley (08/22)
- Compensation and Benefits Study - Cindy/Staff (02/22)
- E/V Charging Station Installation - PW (10/20)

Ongoing

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

Tabled Initiatives

- Pool Mural Project - Meghan (04/21) [placed on hold until Civic Center discussion is concluded 09/22 because the location could be impacted]
- Review & update the City Code/Ordinances
- Review & Update City Policies

- Review of Smoking Ordinance/e-cigs
- Single Use Plastic Bag Discussion - Staff (02/20) [\[pending Council direction\]](#)

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: November 1, 2022

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: NOVEMBER PLAN OF ACTION PROJECT UPDATE

Hiring Processes - Staff (09/22)

- *Police Officer - 6 vacancies*
- *Dispatcher - 1 vacancy*
- *Court Clerk - 1 vacancy*
- *Aquatics Supervisor*
- *Mechanic - 1 vacancy*
- *Maintenance - 1 vacancy*
- *IS Specialist - 1 vacancy*

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

Update - The City Council directed staff to review the Ad Hoc Housing Committee's recommendations at the June 21, 2022 Council meeting. Since that time, staff has been working with Planner Chris Brewster to develop next steps. The Planning Commissioners had their first discussion about the recommendations at their September 13 Planning Commission meeting and conducted a follow up work session discussion on October 25. The Planning Commission discussed a timeline including another December work session and public meetings beginning after January 2023. The Planning Commission directed staff to prioritize updates to the R-3, R-4, commercial and mixed-use zoning districts before discussing changes to R-1 and R-2.

Diversity Recruitment Review - Cindy/Staff (01/22)

Update - the REIC cohort met with the facilitators in an effort to obtain further direction on this initiative. Currently, we are still in the information gathering stage and look for this to somewhat be an on-going project as we work to improve in this area.

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

Update - the City received five responses to the RFP. City Staff and two elected officials are reviewing them and will select a consultant in early November.

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

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

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

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

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

The City received \$1.62m American Rescue Plan dollars in July 2021, and the received \$1.6m in July 2022. The Department of Treasury released its Final Rule which included details on how the funds can be spent. The Council discussed uses of funds at the Council Work Session in February, and also when approving the preliminary 2023 Budget.

Pool Mural Project - Meghan (04/21)

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

City Hall/PD Feasibility Study - Staff (03/01)

Update - Clark & Enersen who the City hired for architectural and engineering design services has begun the process of meeting with all staff to discuss space needs, adjacencies, as well as a structural/ mechanical evaluation of the facilities. We hope to have their professional opinions to the Council at the end of 2022 or early 2023.

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

This item has been temporarily tabled by staff due to prioritization of other projects. When this matter is brought forward, we want to make sure the PV Foundation, Park & Rec, and Council are on the same page about the criteria and cost of memorial plaques in parks. This is scheduled for review in the first quarter of 2023.

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

Nickie hopes to revisit this item in the coming months after evaluating the workload and changes that have been brought forward as a result of the new building code, tree protection ordinance, sustainability grant, construction site screening requirements, new codes software implementation, and moving to the new public works building. We will also have to revisit KSA restrictions on interior inspections.