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, December 5, 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

Swearing in of Mayor Eric Mikkelson

VII. PUBLIC PARTICIPATION

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on December 5. Comments will be shared with Councilmembers prior to the meeting.

VIII. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff

1. Consider approval of regular City Council meeting minutes – November 21, 2022
2. Consider approval of Resolution 2022-17 approving the Prairie Village Arts Council artist receptions in 2023 as special events promoting the arts to allow the serving of free alcohol
3. Consider approval of agreement with BT&Co., P.A., to audit the City's 2022 financial statements
4. Consider approval of tax rebate program changes for 2023
5. Approve the issuance of cereal malt beverage licenses for 2023
6. Consider renewal of public defender agreements with Robin A. Lewis and back-up Public Defender Adam Peer
7. Consider bid award for plumbing services
8. Consider bid award for pavement marking services
9. Consider bid award for tree removal and emergency services

10. Consider bid award for weather services
11. Consider custodial services agreement
12. Consider interlocal agreement with the City of Overland Park for 2023 CARS program
13. Consider interlocal agreement with Johnson County and the City of Overland Park for the 2023 CARS project – Nall Avenue from 67th Street to 75th Street (NAAV0005)
14. Consider appointment to the Environmental Committee
15. Consider approval of the 2023 fee schedule

IX. **COMMITTEE REPORTS**

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

United Community Services (UCS) presentation
Christina Ashie Guidry

COU2022-76 Consider 2023 contribution allocation recommended by United Community Services for human services fund grants
Jason Hannaman

COU2022-77 Consider 2023 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2023 alcohol tax funds
Jason Hannaman

COU2022-78 Consider adoption of the 2022 Standard Traffic Ordinance for Kansas cities and the 2022 Uniform Public Offense Code for Kansas cities
Deana Scott

COU2022-79 Consider approval of the 2023 legislative platform
Nickie Lee

COU2022-81 Consider design agreement with Affinis Corporation for design of the 2023 CARS project: Nall Avenue from 67th Street to 75th Street (NAAV0005)
Melissa Prenger

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

COU2022-80 2022 Exterior grant and sustainability grant report and 2023 recommended program changes
Nickie Lee

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

PRAIRIE VILLAGE
KANSAS

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
NOVEMBER 21, 2022

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 21, 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, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; 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; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

Teen Council members Ainsley Pyle, David Allegri, Sneha Thomas, and Ava Van Alstyne were also present.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mrs. McFadden made a motion to approve the agenda for November 21, 2022 as presented. Mr. Shelton seconded the motion, which passed 9-0.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

- Mayor Mikkelson read a proclamation recognizing November 26 as Small Business Saturday.

- Chief Roberson and Sgt. Joel Porter recognized graduates of the Citizens Police Academy.

- Senator Ethan Corson and Representatives Jerry Stogsdill, Rui Xu and Stephanie Clayton provided legislative updates to the Council.

PRAIRIE VILLAGE
KANSAS

PUBLIC PARTICIPATION

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

- Lauren Martin, 8411 Somerset Drive
- Madelyn Samuel, 7325 Canterbury Street
- Clayton Harper, 7325 Canterbury Street

CONSENT AGENDA

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

1. Consider approval of regular City Council meeting minutes – November 7, 2022
2. Consider approval of expenditure ordinance #3020
3. Consider appointment of City Engineer

Mrs. Reimer 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, D. Robinson, Reimer, Shelton, McFadden, Gallagher. The motion passed 9-0.

After approval, Mayor Mikkelson swore-in Melissa Prenger as City Engineer.

COMMITTEE REPORTS

- Mr. Shelton said that the Environmental Committee joined with the City of Overland Park for a recycling event on November 19.

- Ms. Selders shared that the Diversity Committee met the prior week to finalize plans for a Martin Luther King, Jr. celebration on January 14, and to discuss committee priorities for 2023.

- Ms. Reimer noted that three Teen Council members had attended the National League of Cities conference in Kansas City, MO, the prior week. Members David Allegri, Sneha Thomas, and Ava Van Alstyne shared summaries of their experiences at the conference.

- Mr. Nelson stated that he attended sessions on community engagement and mental health at the National League of Cities conference which he found valuable.

MAYOR'S REPORT

- Mayor Mikkelson reported that he continued to meet with individuals and small groups to discuss the Ad Hoc Housing Committee's housing recommendations.

- The Mayor reported he had attended the following events since the prior Council meeting:
  - A U.S. Green Building Council reception
  - A League of Kansas and Missouri Municipalities reception
  - Coffee with a Cop on November 16
  - The Northeast Johnson County Chamber of Commerce gala on November 19

- The Mayor noted that the Prairie Village Foundation would be hosting two fundraising events in December:
  - The Mayor's Christmas Tree Lighting on December 1 at the Corinth Shops
  - The Gingerbread House Making Party on December 4 at Briarwood Elementary School

- The Mayor said he would attend the following events in the upcoming weeks:
  - A meeting with First Washington Realty on December 1
  - The United Community Services annual meeting on December 2 at Johnson County Community College

- The Mayor stated that the City committee volunteer application period had begun, and urged residents to consider applying to join a committee.

STAFF REPORTS

- Mr. Jordan noted that the City was considering new methods to recruit employees for some positions that were challenging to fill.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-72 Consider approval of the agreement with Swartz Consulting, LLC for telecommunications systems consulting and project management for the new telecommunications project

Mr. Schwartzkopf stated that the current phone system, which had been installed over ten years ago, was at the end of its life and was no longer supported by the manufacturer. Due to the complexity of telecommunications systems, the City submitted an RFP for consulting and project management services. City staff and Councilmember Dave Robinson evaluated five responses to the RFP. Swartz Consulting finished with the highest scores and offered the most competitive pricing for the requested services.

Mr. Schwartzkopf added that Swartz Consulting was a local company that had completed many similar projects in the region. A check of local government references was conducted and each highly recommended the company.

Mrs. McFadden made a motion to approve the agreement with Swartz Consulting as presented. Mr. Nelson seconded the motion, which passed unanimously.

COU2022-73 Consider construction manager contract for pool repairs to the adult and lap pools (Project ARPABG85)

Mr. Bredehoeft stated that the adult and lap pools effectively functioned as a single pool and were both over 60 years old, though significant upgrades were completed approximately 30 years ago. Over the previous two years, temporary repairs were made when it was determined that the iron piping that was installed 30 years ago was rusting from the outside. As a result, all supply and return water pipes needed to be completely replaced with new lines to and from the filter house.

Mr. Bredehoeft noted that several repair options were considered, and a decision was made to change how water was supplied to the pools by abandoning the underground piping. Two options were looked at: wall inlets and stainless-steel gutters. The wall inlet option was selected, and the project was designed and advertised, but no bids were received. Since that time, staff discussed the project with two contractors, one of which bid it as designed and a second that bid a stainless-steel gutter option with a scaled down scope.

Mr. Bredehoeft said that Public Works staff proposed working with the second contractor, KC Gunite, and using a construction manager contract like the one utilized for the new Public Works building, which would allow for the execution of a contract immediately while design for the stainless-steel gutter continued. The initial contract would contain an amendment that included the purchase of the gutter as well as a second amendment allowing demolition to begin as soon as possible. A third amendment for the remainder of the project costs would be completed and executed if costs remained consistent with the project budget.

Preconstruction services fees of $2,000 would allow KC Gunite to serve as a design assistant in the development of the final design and cost estimating of the repairs. Mr. Bredehoeft said that the budget for the project was $1,200,000, which included design and construction costs. With the approximate cost of the construction being $1,600,000, staff proposed adding $650,000 in additional APRA funds for a total project budget of $1,850,000, allowing approximately $150,000 for design and contingencies.

Mrs. McFadden asked if there was any additional piping at the pool complex that might fail soon. Mr. Bredehoeft stated that all other iron pipes had been replaced with PVC piping in previous projects, which should continue to function well for the foreseeable future.

Mr. Gallagher made a motion to approve the agreement with KC Gunite as presented. Mrs. McFadden seconded the motion, which passed unanimously.

COU2022-74 Consider small cell facility deployment and master right-of-way license agreement (ExteNet)

Mr. Waters noted that in 2016, the Kansas Legislature passed the Kansas New Wireless Deployment Act (K.S.A. 66-2019). The act gave both "wireless service providers" (such as Verizon, AT&T, and T-Mobile) and "wireless infrastructure providers" (companies that build out networks and then lease the facilities to wireless service providers) expanded rights to use the City's public rights-of-way for the installation of wireless and "small cell" facilities, including poles and antenna.

Additionally, the Kansas Legislature passed legislation prohibiting cities from requiring franchise agreements or collecting franchise fees from wireless infrastructure providers in 2019. As a result, cities must use small-cell facility deployment agreements. Other factors of the agreements, such as payment terms, application processes and insurance requirements remained the same.

In 2021, the City entered into its first deployment agreement under the new law with AT&T. ExteNet Systems, LLC, a wireless infrastructure provider, applied for a similar deployment agreement for its operations. Mr. Waters noted that the proposed agreement was substantially the same as the one Council previously approved for AT&T, granting ExteNet the right to construct and maintain its facilities in the public right-of-way, subject to the terms of the agreement and other requirements of applicable law. As required by law, the authority to occupy the public right-of-way must be granted in a competitively neutral and nondiscriminatory basis. ExteNet must pay all applicable fees in accordance with the City's updated fee resolution (approved in November 2020) for wireless services.

Mr. Waters added that the agreement operated as a "master" agreement, applicable to any attachments that ExteNet might make to City-owned poles (and to any replacement poles that ExteNet might install). Specific attachments would be documented by numbered "supplements" to the agreement. He said that there were no current applications from ExteNet for installation of any facilities. The agreement would be effective for an initial term of ten years, as required by the act, and automatically renew for two additional five-year terms.

Mr. Nelson made a motion to approve the agreement with ExteNet as presented. Mr. Dave Robinson seconded the motion, which passed 9-0.

Mr. Shelton made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed 9-0.

PRAIRIE VILLAGE
KANSAS

COUNCIL COMMITTEE OF THE WHOLE
Discuss the 2023 legislative platform

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

In 2021, the Council changed the format of the platform, by endorsing the League of Kansas Municipalities' Statement of Municipal Policy and identifying the top priorities of the City in an additional document. Staff asked the City's lobbyists, Little Government Relations, to make recommendations for the changes for the 2023 platform. Staff also asked Councilmembers to individually send any requested changes to discuss at the meeting, which were included in the Council packet.

- Ms. Lee noted that the first amendment recommended by staff was to change the header of the topic "Tax Lid" to "Tax Law".

- Ms. Lee asked whether the language in the "Sales Tax on Food" section should be removed entirely, remain as written in the 2022 platform, or be modified to state that the Council "supports immediate elimination" of the tax.

  Mr. Nelson made a motion to add the new language supporting immediate elimination. Mr. Shelton seconded the motion, which passed 9-0.

- Ms. Lee shared that the "Internet Sales Tax" section could be removed as the issue was resolved in the previous Legislative session.

- Ms. Lee said that Little Government Relations had proposed that the "Distribution of Federal Funds" section could be removed or revised to address the Bipartisan Infrastructure Law (BIL)/Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act (IRA). The following language was suggested: "*With historic investments in infrastructure, sustainability, and clean energy projects through the Bipartisan Infrastructure Law and Inflation Reduction Act, the City of Prairie Village encourages the Legislature and state agencies to provide support, coordination, and guidance to local governments in order to maximize opportunities through these federal investments."* Similar language could be added to the "Addressing the Climate Crisis as a Public Policy Priority" section.

  After discussion, Mr. Shelton made a motion to adopt the proposed language and leave the "Distribution of Federal Funds" topic as its own item in the platform. Mrs. McFadden seconded the motion, which passed 9-0.

- Ms. Lee said that Ms. Limbird had proposed adding the following language related to local control of firearms issues: "*We strongly believe the ability to govern how firearms are possessed and transported throughout our community is a matter of local control. Local government should have the ability to regulate and enforce the possession and use of weapons within City-owned facilities, public parks, municipal pools, and City-owned vehicles. We urge state legislators to amend K.S.A. 75-7c that restricts local government from enacting important gun safety measures in their communities.*"

  Mrs. McFadden made a motion to add the proposed item and language to the legislative platform. The motion was seconded by Mr. Gallagher. After further discussion, the motion passed 9-0.

- Ms. Limbird also suggested adding language regarding arts funding, such as: *"The U.S. Bureau of Economic Analysis reports that the arts and culture sector contributed $4.1 billion to Kansas' economy in 2020. We support restoration of Kansas State funding for the arts. The arts industry provides jobs, generates revenue and economic activity, and enhances quality of life. The City of Prairie Village recognizes the important role individual artists and creative organizations play in building and sustaining cultural and economic vibrancy in Kansas."*

  Mr. Gallagher asked if discussion of the item could be postponed due to Ms. Limbird's absence at the meeting.

  Mr. Nelson made a motion to adopt the proposed language. Mr. Cole Robinson seconded the motion, which passed 8-1, with Mr. Gallagher in opposition.

- Ms. Limbird recommended adding the following language regarding inspections of rental houses: "*Local authority to require rental housing inspections for the safety of residents and the surrounding community.*"

  Mr. Nelson made a motion to adopt the proposed language. Ms. Reimer seconded the motion.

  Mr. Waters noted that the Kansas Legislature had passed a bill in 2016 prohibiting cities from requiring periodic internal inspections of rental properties as part of a rental licensing program without the consent of person living in the home. Staff noted that an exterior inspection is performed on rental houses annually as part of the license renewal process.

  After further discussion, the motion failed 8-1, with Mr. Nelson in support.

  Mr. Shelton made a motion to add the ability for the City to control interior and exterior inspections at the local level as a line item in the "Local Control" section.

The motion was seconded by Mr. Gallagher and passed 8-1, with Mr. Dave Robinson in opposition.

- Ms. Limbird suggested adding a section on Medicaid expansion, with the following proposed language: *"The City of Prairie Village supports the expansion of Medicaid to extend healthcare coverage to low-income Kansans."*

  Ms. Reimer made a motion to include the language in the City's platform. The motion was seconded by Mr. Nelson.

  Mr. Shelton noted that the language could be added to the "Distribution of Federal Funds" rather than as a standalone item.

  After further discussion, the motion passed 6-3, with Mr. Shelton, Mrs. McFadden and Mr. Gallagher in opposition.

- Mr. Dave Robinson asked whether the "Legalization of Marijuana" section needed to remain in the platform. He noted that the League's platform already indicated support for the legalization of medical marijuana. Ms. Selders indicated that the topic had originated in the Diversity Committee and felt it needed to remain in the City's platform since recreational marijuana would be legalized across the State Line in Missouri in 2023.

  After further discussion, Mr. Gallagher made a motion to remove the "Legalization of Marijuana" section from the City's legislative platform. Mr. Dave Robinson seconded the motion, which failed 2-7, with Mr. Gallagher and Mr. Dave Robinson in support.

- Mayor Mikkelson suggested adding a statement to the "Tax Policy" section noting support for the state funding the Local Ad Valorem Tax Reduction (LAVTR) program to help relieve the burden on taxpayers.

  Mr. Shelton made a motion to include the recommended language in the City's platform. The motion was seconded by Ms. Reimer and passed 9-0.

COU2022-75 Consider potential adjustments to property tax rebate program

Mr. Geffert said that in 2022, the Governing Body voted to allocate $20,000 from the City's general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. The program offers financial assistance in the form of a property tax relief grant to low-income residents in need. Like similar programs in other Johnson County cities, staff used the U.S. Department of Housing and Urban Development's "Very Low Income" guidelines to determine eligibility. Only property owners that are Prairie Village residents, are current on payment of their property taxes

and special assessments, live in their own home, and meet the income guidelines are eligible for the program.

The application period opened on January 10, 2022. Over the subsequent months, a total of 33 applications were received. Staff was able to refund $14,015.94 of the allocated money to 28 homeowners. Five applicants did not qualify for refunds because their income did not meet the program's limits.

Since nearly $6,000.00 of the budgeted funds remain unused, staff has considered modifying the program to increase eligibility among residents in 2023. One way to accomplish this would be to change the maximum income allowed to qualify for the program. Along with the "very low income" guidelines, which represent 50% of the area median family income (MFI), HUD also provides "low income" calculations, which represent 80% of the MFI. To serve more residents, the income limits of the program could be raised from "very low" to "low", or a different set of values could be used.

Staff recommends proceeding with 65% of the MFI for 2023, and reevaluating program performance at the end of the year. If the governing body decides to increase income limits, the planned $20,000 budget for the program in 2023 could be increased to $30,000 if a significant number of applications are received.

Mrs. McFadden made a motion to approve option #3 as recommended by staff. Mr. Cole Robinson seconded the motion.

After further discussion, the motion passed 9-0.

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

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 9:10 p.m.

Adam Geffert
City Clerk

ADMINISTRATION

Council Meeting Date: December 5, 2022
CONSENT AGENDA

Consider approval of Resolution 2022-17, approving the Prairie Village Arts Council Artist Receptions in 2023 as special events promoting the arts to allow the serving of free alcohol.

BACKGROUND:

Non-profit organizations sponsoring an event promoting the arts may secure a permit to serve free alcoholic liquor or cereal malt beverages to members of the general public during the event with authorization of the local governing body by ordinance or resolution. The attached resolution covers the artist receptions in 2023.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2022-17, to designate the artist receptions in 2023 as special events to promote the arts.

PREPARED BY:

Nickie Lee
Deputy City Administrator
Date: November 14, 2022

RESOLUTION 2022-17

WHEREAS, the Prairie Village Arts Council is a non-profit organization promoting the arts in Prairie Village through bi-monthly art exhibits at the R. G. Endres Art Gallery located at 7700 Mission Road; and

WHEREAS, the Arts Council hosts an artist reception on various Wednesdays in 2023 for the exhibiting artists between the hours 5:00 to 8:30 p.m. and desires to serve alcoholic and cereal malt beverages on the following dates: January 11, March 8, May 10, July 12, September 13, and November 8.

WHEREAS, the Governing Body may approve special events and exempt public areas, streets and sidewalks from the prohibitions concerning drinking or consuming of alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks;

WHEREAS, the Prairie Village Arts Council shall secure the appropriate license from the State of Kansas to sell alcoholic liquor and cereal beverages in accordance with all applicable state laws and municipal ordinances in the area designated by the Division of Alcoholic Beverage Control within the enclosed designated area during the event;

THEREFORE, BE IT RESOLVED that Prairie Village Arts Council artist receptions are hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the sale and consumption of alcoholic liquor and cereal malt beverages during the specified dates and times at 7700 Mission Road.

ADOPTED BY THE GOVERNING BODY ON DECEMBER 5, 2022.

_____

Mayor Eric Mikkelson

ATTEST:

_____

Adam Geffert, City Clerk

ADMINISTRATION

Consent Agenda: December 5, 2022

Consider approval of agreement with BT & Co., P.A. to audit the City's 2022 financial statements

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SUGGESTED MOTION

Move that the Council approve the agreement with BT & Co., P.A. (formerly Berberich, Trahan & Co., P.A.) to audit the City's 2022 financial statements.

BACKGROUND

KSA 75-1122 requires the City to have an annual audit. In 2016, the City issued a Request for Proposals for auditing services and selected Berberich Trahan & Co., for the 2016 audit and following years. Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The firm performed the audits of the 2012 – 2021 financial statements.

Staff noted that BT & Co. services have been satisfactory. Staff recommends maintaining the services of the auditor for 2022 financial statements. Staff plans to go out for bid in the summer of 2023 for the 2023 audit. The 2023 audit will include a single audit if the City spends at least $750,000 in federal funds, which is considered likely due to the anticipated expenditure of ARPA funds for pool repairs and phone system upgrades. A single audit is a rigorous, organizational-wide financial statement and federal awards audit for entities that expend $750,000 or more of federal assistance.

The 2022 audit is not anticipated to include a single audit. The City has received both tranches of American Rescue Plan Act (ARPA) funds (totaling approximately $3.4 million) but has only expended approximately $52,000 as of October 31st. The City does receive various other small federal grants that do not amount to the $750,000 threshold.

The proposed fee for the 2022 audit is $27,300, a 5% increase from the cost of the 2021 audit ($26,000). This is very close to the budgeted amount of $27,000, and appears reasonable given the very small increases in fees in prior years.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2022 budget for the Financial Management Program.

ATTACHMENTS: Agreement with BT & Co., P.A.

Prepared By: Jason Hannaman, Finance Director
Date: November 29, 2022

BT&Co. P.A.
Certified Public Accountants

4301 SW Huntoon St. Topeka, KS 66604 | t:785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandcocpa.com

November 28, 2022

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Prairie Village, Kansas's (the City's) governmental activities, each major fund and aggregate remaining fund information as of and for the year ended December 31, 2022 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS) and the "Kansas Municipal Audit and Accounting Guide". Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees

who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (RSI) which accounting principles generally accepted in the United States of America (U.S. GAAP) require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditors' report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditors' report thereon.

The City Council is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;

2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and

4. To provide us with:

    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;

b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;

c. Additional information that we may request from management for the purpose of the audit; and

d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and

2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditors' report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In our connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Finance Director Jason Hannaman. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

In connection with our audit, you have requested us to perform the following accounting services:

- Drafting the financial statements

Finance Director Jason Hannaman will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

a. Anticipated cooperation from City personnel
b. Timely responses to our inquiries
c. Timely completion and delivery of client assistance requests
d. Timely communication of all significant accounting and financial reporting matters
e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be $ 27,300. The quoted fee for the year ended December 31, 2022 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive

any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

You have informed us that you intend to prepare an annual comprehensive financial report (Annual Report) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our association with the Annual Report is to consist of performing a review of the report to ensure its readiness for submission.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of BT&Co., P.A. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of BT&Co., P.A.'s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BT&Co., P.A. for the City under this Arrangement Letter, or any documents belonging to the City or furnished to BT&Co., P.A. by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BT&Co., P.A. policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BT&Co., P.A.'s form. BT&Co., P.A. reserves the right to decline a successor auditors' request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of BT&Co., P.A. audit personnel and at a location designated by our firm.

Indemnification, Limitation of Liability, and Claim Resolution

Because BT&Co., P.A. will rely on the City and its management and City Council to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless and release BT&Co., P.A. and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

The City and BT&Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by BT&Co., P.A. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. BT&Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to BT&Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and BT&Co., P.A. both agree that any dispute over fees charged by BT&Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by BT&Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Confidentiality

BT&Co., P.A. and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, BT&Co., P.A. and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, BT&Co., P.A. is permitted to disclose the City's Confidential Information to RSM's personnel, agents, and

representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, driver's license numbers or state-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal

information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such City-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

> BT&Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BT&Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of you employment of one of our partners, principals or employees.

RSM US LLP will be available to support BT&Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

BT&Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between BT&Co., P.A. and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Very truly yours,

BT&CO., P.A.

Emily Sheldon

Emily Sheldon
Director

ERS:kkw
Enclosures

Confirmed on behalf of City of Prairie Village, Kansas:

_____ _____

Mayor Eric Mikkelson Date

ADMINISTRATION

Council Committee of the Whole Meeting Date: November 21, 2022
Council Meeting Date: December 5, 2022

COU2022-75: Consider approval of property tax rebate program changes for 2023

RECOMMENDATION

Approve increasing income limits to 65% of the metro area family median income for year two of the property tax rebate program to provide City property tax refunds to a larger group of eligible homeowners.

BACKGROUND

In 2022, the Governing Body voted to allocate $20,000 from the City's general fund to a property tax rebate program designed to alleviate some of the burden of home ownership due to rising property values. The program offers financial assistance in the form of a property tax relief grant to low-income residents in need. Like similar programs in other Johnson County cities, staff used the U.S. Department of Housing and Urban Development's "Very Low Income" guidelines to determine eligibility. Only property owners that are Prairie Village residents, are current on payment of their property taxes and special assessments, live in their own home, and meet the income guidelines are eligible for the program.

The application period opened on January 10, 2022. Over the subsequent months, a total of 33 applications were received. Staff was able to refund $14,015.94 of the allocated money to 28 homeowners. Five applicants did not qualify for refunds because their income did not meet the program's limits.

Since nearly $6,000.00 of the budgeted funds remain unused, staff has considered modifying the program to increase eligibility among residents in 2023. One way to accomplish this would be to change the maximum income allowed to qualify for the program. Along with the "very low income" guidelines, which represent 50% of the area median family income (MFI), HUD also provides "low income" calculations, which represent 80% of the MFI. To serve more residents, the income limits of the program could be raised from "very low" to "low", or a different set of values could be used.

The chart below shows income limits for 50% of the area MFI ("very low"), 80% of the area MFI ("low"), and a third option showing income at 65% of the MFI:

HUD Income Limits - FY 2021
Kansas City Metro Area Median Family Income: $86,600

Household Size	Very Low (50% MFI)	Low (80% MFI)	Option 3 (65% MFI)
1	$30,350	$48,550	$39,450
2	$34,650	$55,450	$45,050
3	$39,000	$62,400	$50,700
4	$43,300	$69,300	$56,300
5	$46,800	$74,850	$60,825
6	$50,250	$80,400	$65,325
7	$53,700	$85,950	$69,825
8+	$57,200	$91,500	$74,350

Staff recommends proceeding with option #3 for 2023, and reevaluating program performance at the end of the year. If the governing body decides to increase income limits, the planned $20,000 budget for the program in 2023 could be increased to $30,000 if a significant number of applications are received.

The Council Committee of the Whole recommended that staff implement option #3 at its November 21, 2022 meeting.

PREPARED BY

Adam Geffert
City Clerk
Date: November 16, 2022

City Clerk

Council Meeting Date: December 5, 2022
Consent Agenda

Approve the issuance of Cereal Malt Beverage Licenses for 2023

RECOMMENDATION

Staff recommends the City Council approve the issuance of Cereal Malt Beverage Licenses for 2023 to the following businesses:

- Hen House – Hen House 22 located at 4050 W 83rd Street
- Hen House – Hen House 28 located at 6950 Mission Rd
- Hy-Vee Inc – Hy-Vee located at 7620 State Line Rd
- Kansas CVS Pharmacy – CVS Store #5261 at 8200 Mission Rd
- Minit Mart LLC – Minit Mart located at 9440 Mission Rd
- Walgreen Co – Walgreens Store #13032 located at 4016 W 95th Street

BACKGROUND

The State of Kansas requires a Cereal Malt Beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2023 Cereal Malt Beverage License to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

ATTACHMENTS

None

PREPARED BY

Adam Geffert
City Clerk

Date: 11/28/22

MUNICIPAL COURT
CONSENT AGENDA
City Council Meeting Date: December 5, 2022

Consider renewal of Public Defender agreements with Robin A. Lewis and back-up Public Defender Adam Peer

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BACKGROUND:

The public defender for our municipal court is responsible for representing defendants who have been found indigent by the court and have been charged with criminal actions where a jail sentence may be imposed.

Robin Lewis has been the City's public defender since 2008 and continues to perform satisfactorily. It is the recommendation of staff that a two-year contract be renewed for the period of January 1, 2023 through December 31, 2024.

Staff recommends a 3% rate increase for this renewal. The City currently pays Ms. Lewis $1,326.00 per month, and staff recommends a renewal of $1,366.00 per month.

Adam Peer has been the City's back-up public defender since 2021. It is the recommendation of staff that a two-year contract be renewed for the period of January 1, 2023 through December 31, 2024. The back-up public defender is paid at the hourly rate of $93.00.

These rates are anticipated in the 2023 budget.

ATTACHMENTS

- 2023-2024 contract renewal as approved by the City Attorney
- Original contracts from 2008 and 2021

Prepared By:
Deana Scott
Court Administrator
Date: November 21, 2022

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("City") and Robin A. Lewis ("Attorney"), for the period of January 1, 2008 through December 31, 2008, a copy of which is attached hereto, and renewed most recently on January 1, 2021 through December 31, 2022, is hereby renewed, as of January 1, 2023, as follows:

1. The Contract is renewed for an additional two-year period and shall terminate on December 31, 2024, subject to further renewal.

2. The CITY agrees to compensate ATTORNEY for these services described in the Contract, in the amount of $1,366.00 per month, for the period of January 1, 2023 through December 31, 2024.

3. The remaining provisions of the Contract shall remain in full force and effect.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By:_____
Eric Mikkelson, Mayor

Attest:

_____
Adam Geffert, City Clerk

Approved as to form:

_____
David E. Waters, City Attorney

ATTORNEY

_____
Robin A. Lewis

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("City") and Adam Peer ("Attorney"), for the period of January 1, 2021 through December 31, 2022, a copy of which is attached hereto, is hereby renewed, as of January 1, 2023, as follows:

1. The Contract is renewed for an additional two-year period and shall terminate on December 31, 2024, subject to further renewal.

2. The CITY agrees to compensate ATTORNEY for these services described in the Contract, at the hourly rate of $93.00, for the period of January 1, 2023 through December 31, 2024.

3. The remaining provisions of the Contract shall remain in full force and effect.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By:_____
Eric Mikkelson, Mayor

Attest:

_____
Adam Geffert, City Clerk

Approved as to form:

_____
David E. Waters, City Attorney

ATTORNEY

_____
Adam Peer

PUBLIC DEFENDER CONTRACT
THE CITY OF PRAIRIE VILLAGE, KANSAS

COMES NOW, the City of Prairie Village, Kansas, a Municipal Corporation, and Robin A. Lewis, hereinafter referred to as "ATTORNEY", to enter into this Contract based upon the following terms, conditions, and considerations.

WITNESSETH:

WHEREAS, the CITY desires to retain ATTORNEY for Municipal Court Public Defender Services and ATTORNEY desires to provide those services.

NOW, THEREFORE, it is agreed between the CITY and by ATTORNEY as follows:

1. ATTORNEY'S job responsibilities shall include the following, which ATTORNEY agrees to perform for the consideration herein set out:

a. Prepare, try and otherwise handle representation of indigent Defendants (who are hereinafter referred to as clients) in the Municipal Court at the regularly scheduled dockets as may be assigned by the Municipal Court Judge. In this regard it is understood ATTORNEY need not be present at each docket, but only those upon which his client's matter is scheduled. ATTORNEY will not be found in breach of this Agreement where circumstances such as illness, Court conflicts, etc., prohibit an appearance, provided ATTORNEY has made a good faith effort to do so and has notified the Court in advance.

b. ATTORNEY agrees to represent the referred defendants from referral to final disposition, even if such representation continues past the date of this Agreement. If final disposition includes an appeal, such representation shall include preparation and litigation of appeals de novo in the Johnson County District Court, either to the Court or to a jury, as deemed necessary by the ATTORNEY in representation of her clients.

c. Represent, prepare and submit Diversions for clients at both the Municipal Court level and the Johnson County District Court, if applicable.

d. Represent assigned clients in termination actions on diversions and prepare for and handle hearings thereon.

e. Represent assigned clients in parole or probation revocation proceedings of the Municipal Court and the Johnson County District Court, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

f. Represent assigned clients in contempt and suspended sentence matters, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

g. Prepare all documents, motions, briefs, letters, etc., with his own staff support and materials. It is understood between the parties that the CITY will attempt to provide a place for ATTORNEY and assigned clients to meet at City Hall and use of a phone during normal business hours.

2. CITY agrees to compensate ATTORNEY for these services the monthly sum of ($1,041.66) for the calendar year commencing January 1, 2008 through December 31, 2008

3. ATTORNEY'S status shall at all times remain as a Contractee of the CITY. ATTORNEY is not an employee or agent of the CITY. This Contract shall terminate on December 31, 2008, subject to renewal. ATTORNEY represents that she is self-employed and that she individually has responsibilities to correctly report her income/expenses on her tax returns and that the Court has no obligation or right to withhold any FICA income or other taxes from the agreed monthly payment.

4. ATTORNEY represents that she is duly authorized to practice law in the State Courts of Kansas and that she will remain so qualified throughout the Agreement.

5. ATTORNEY shall hold harmless the City of Prairie Village, its employees, officers, and agents and defend and indemnify it against all claims and causes of action in which misconduct or negligence is alleged against ATTORNEY while performing services pursuant to this Contract. This provision shall not apply if the claim is based upon the misconduct or negligence of the CITY, its officers, employees, or agents.

6. During the performance of this contract, the ATTORNEY agrees to maintain for the duration of the contract insurance coverage of the type and minimum liability as set forth below. The ATTORNEY shall furnish to the CITY a Certificate of Insurance verifying such coverage. All general liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the CITY.

Professional Liability $1,000,000 each claim/aggregate

7. As a contractor, ATTORNEY understands this is an Agreement to provide the services and perform the tasks herein before set forth, and not an agreement to provide services for a preset number of hours per week. ATTORNEY will remain under contract with the CITY for the period of the Contract, unless otherwise terminated by the CITY, and ATTORNEY understands that the CITY is not creating in her an expectation of continued contract with the CITY beyond the term of this Contract. This Contract may only be amended with the written approval of both of the parties. This Contract may be terminated at any time by either party, with or without cause by providing thirty (30) days written notice and payment by CITY of the pro rata fees earned to the date of termination.

8. Robin A. Lewis understands she is obligated by this agreement and further understands and authorizes the CITY to issue its check in payment for services to Robin A. Lewis, whose tax identification number is 48-1222403.

9. TERMINATION – The CITY reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the ATTORNEY, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to the ATTORNEY. Upon receipt of such notice from the City, the ATTORNEY shall:

a. Immediately cease all work or
b. Meet with the City and, subject to the City's approval, determine what work shall be required of the ATTORNEY in order to bring the services described in this agreement to a reasonable termination.

If the City shall terminate for its convenience as herein provided, the CITY shall compensate the ATTORNEY for all work completed to date of termination.

Robin A. Lewis

APPROVED AS TO FORM

Ronald L. Shaffer
Mayor

Charles E. Wetzler
City Attorney

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Robin A. Lewis ("ATTORNEY"), for the period of January 1, 2008 through December 31, 2008, a copy of which is attached hereto, and was renewed on January 1, 2014 through December 31, 2014, and is hereby renewed, as follows:

1. The Contract is renewed for an additional two year period and shall terminate on December 31, 2016, subject to further renewal.

2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the monthly sum of $1,127.20 for the period commencing January 1, 2015 through December 31, 2016.

3. The remaining provisions of the Contract shall remain in full force and effect.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest:

_____
Joyce Hagen Mundy, City Clerk

Approved as to form:

_____
Catherine P. Logan, City Attorney

ATTORNEY:

_____
Robin A. Lewis

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Robin A. Lewis ("ATTORNEY"), for the period of January 1, 2008 through December 31, 2008, a copy of which is attached hereto, is hereby renewed, as of January 1, 2014, as follows:

1. The Contract is renewed for an additional one year period and shall terminate on December 31, 2014, subject to further renewal."

2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the monthly sum of $1,127.20 for the calendar year commencing January 1, 2014 through December 31, 2014.

3. The remaining provisions of the Contract shall remain in full force and effect.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest:

_____
Joyce Hagen Mundy, City Clerk

Approved as to form:

_____
Catherine P. Logan, City Attorney

ATTORNEY

_____
Robin A. Lewis

PUBLIC DEFENDER CONTRACT
THE CITY OF PRAIRIE VILLAGE, KANSAS

COMES NOW, the City of Prairie Village, Kansas, a Municipal Corporation, and Adam Peer, hereinafter referred to as "ATTORNEY", to enter into this Contract based upon the following terms, conditions, and considerations.

WITNESSETH:

WHEREAS, the CITY desires to retain ATTORNEY for Municipal Court Public Defender Services and ATTORNEY desires to provide those services.

NOW, THEREFORE, it is agreed between the CITY and by ATTORNEY as follows:

1. ATTORNEY'S job responsibilities shall include the following, which ATTORNEY agrees to perform for the consideration herein set out:

a. Prepare, try and otherwise handle representation of indigent Defendants (who are hereinafter referred to as clients) in the Municipal Court at the regularly scheduled dockets as may be assigned by the Municipal Court Judge. In this regard it is understood ATTORNEY need not be present at each docket, but only those upon which his client's matter is scheduled. ATTORNEY will not be found in breach of this Agreement where circumstances such as illness, Court conflicts, etc., prohibit an appearance, provided ATTORNEY has made a good faith effort to do so and has notified the Court in advance.

b. ATTORNEY agrees to represent the referred defendants from referral to final disposition, even if such representation continues past the date of this Agreement. If final disposition includes an appeal, such representation shall include preparation and litigation of appeals de novo in Johnson County District Court, either to the Court or to a jury, as deemed necessary by the ATTORNEY in representation of his clients.

c. Represent, prepare and submit Diversions for clients at both the Municipal Court level and the Johnson County District Court, if applicable.

d. Represent assigned clients in termination actions on diversions and prepare for and handle hearings thereon.

e. Represent assigned clients in parole or probation revocation proceedings of the Municipal Court and the Johnson County District Court, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

f. Represent assigned clients in contempt and suspended sentence matters, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

g. Prepare all documents, motions, briefs, letters, etc., with his own staff support and materials. It is understood between the parties that the CITY will attempt to provide a place for ATTORNEY and assigned clients to meet at City Hall.

2. CITY agrees to compensate ATTORNEY for these services the hourly rate of $93.00 for the calendar years commencing January 1, 2021 through December 31, 2022.

3. CITY agrees to provide ATTORNEY with copies of citations, police reports and in-car videos in regards to assigned clients at no charge.

4. ATTORNEY'S status shall at all times remain as a Contractee of the CITY. ATTORNEY is not an employee or agent of the CITY. This Contract shall terminate on December 31, 2022, subject to renewal. ATTORNEY represents that he is self-employed and that he individually has responsibilities to correctly report his income/expenses on his tax returns and that the Court has no obligation or right to withhold any FICA income or other taxes from the agreed hourly payment.

5. ATTORNEY represents that he is duly authorized to practice law in the State Courts of Kansas and that he will remain so qualified throughout the Agreement.

6. ATTORNEY shall hold harmless the City of Prairie Village, its employees, officers, and agents and defend and indemnify it against all claims and causes of action in which misconduct or negligence is alleged against ATTORNEY while performing services pursuant to this Contract. This provision shall not apply if the claim is based upon the misconduct or negligence of the City, its officers, employees, or agents.

7. During the performance of this contract, the ATTORNEY agrees to maintain for the duration of the contract coverage of the type and minimum liability as set forth below.

The ATTORNEY shall furnish to the CITY a Certificate of Insurance verifying such coverage. All general liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the CITY.

Professional Liability $500,000/ $1,500,000 each clam/aggregate

8. As a contractor, ATTORNEY understands this is an Agreement to provide the services and perform the tasks herein before set forth, and not an agreement to provide services for a preset number of hours per week. ATTORNEY will remain under contract with the CITY for the period of the Contract, unless otherwise terminated by the CITY, and ATTORNEY understands that the CITY is not creating in him an expectation of continued contract with the CITY beyond the term of this Contract. This Contract may be terminated at any time by either party, with or without cause by providing thirty (30) days written notice and payment by CITY of the pro rata fees earned to the date of termination.

9. Adam Peer understands he is obligated by this agreement and further understands and authorizes the CITY to issue its check in payment for services to Adam Peer whose tax identification number is 523-31-5590.

10. Termination – The CITY reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the ATTORNEY, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to the ATTORNEY. Upon receipt of such notice from the City, the ATTORNEY shall:

a. Immediately cease all work or

b. Meet with the CITY and, subject to the CITY'S approval, determine what work shall be required of the ATTORNEY in order to bring the services described in this agreement to a reasonable termination.

If the CITY shall terminate for its convenience as herein provided, the CITY shall compensate the ATTORNEY for all work completed to date of termination.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By:_____
Eric Mikkelson, Mayor

Attest:

_____
Adam Geffert, City Clerk

Approved as to form:

_____
David E. Waters, City Attorney

ATTORNEY

_____
Adam Peer

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/05/2022

CONSIDER BID AWARD FOR PLUMBING SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2023-2025 Annual Service bid for Plumbing Services from Quality Plumbing for 2023 with renewals in 2024 and 2025.

BACKGROUND

This service agreement is for repairs and replacements to the plumbing systems in City buildings and on City grounds.

On December 16, 2022, the City Clerk received and opened bids. Three bids were received.

Applying the 2021 plumbing expenditures to the submitted bid numbers as attached, the following estimates were created showing Quality Plumbing as the estimated low bidder. The City has never worked with Quality Plumbing before. Staff contacted their references and received positive responses.

	Quality Plumbing	Lexington Plumbing	Martin Mechanical
2023	$ 57,286.52	$ 63,635.94	$ 69,700.24
2024	$ 58,682.44	$ 63,635.94	$ 70,914.74
2025	$ 62,201.64	$ 63,635.94	$ 71,607.49
3 Year Total	$ 179,170.60	$ 190,907.81	$ 212,222.46

FUNDING SOURCE

Funding is available in the 2023 Operating Budget totaling $51,000. This is an on-call service so the exact financial impact is not determinable.

ATTACHMENTS

1. Plumbing Bid sheet
2. Contract for Plumbing Services with Quality Plumbing

PREPARED BY

Suzanne Lownes, Asst. to the Public Works Director November 30, 2022

Bid Tab: Plumbing

Opened on November 16, 2022

	2023 Rate		2024 Rate		2025 Rate	
Bidder: Lexington Plumbing						
Regular Hourly Employees	**Hourly**	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
Supervisor	$100.00	$150.00	$100.00	$150.00	$100.00	$150.00
Journeyman Plumber	$100.00	$150.00	$100.00	$150.00	$100.00	$150.00
Apprentice Plumber	$85.00	$127.50	$85.00	$127.50	$85.00	$127.50
Helper	$85.00	$127.50	$85.00	$127.50	$85.00	$127.50
Equipment Operator	$100.00	$150.00	$100.00	$150.00	$100.00	$150.00
Equipment Rates	**Hourly**	**Daily**	**Hourly**	**Daily**	**Hourly**	**Daily**
Backhoe w/transport	Blank	$1,000.00	$120.00	$1,000.00	$120.00	$1,000.00
Air compressor	$20.00	$160.00	$20.00	$160.00	$20.00	$160.00
Electric Jack Hammer	N/C	N/C	N/C	N/C	N/C	N/C
Dump Truck	$180.00	$270.00	$180.00	$270.00	$180.00	$270.00
2-1/2" Pump	N/C	N/C	N/C	N/C	N/C	N/C
Materials	**Markup**		**Markup**		**Markup**	
Purchase invoice cost plus	25%		25%		25%	

	2023 Rate		2024 Rate		2025 Rate	
Bidder: Martin						
	Hourly	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
	$112.00	$168.00	$114.00	$171.00	$115.00	$172.50
	$112.00	$168.00	$114.00	$171.00	$115.00	$172.50
	$96.00	$144.00	$98.00	$147.00	$99.00	$148.50
	$96.00	$144.00	$98.00	$147.00	$99.00	$148.50
	N/A	N/A	N/A	N/A	N/A	N/A
	Hourly	**Daily**	**Hourly**	**Daily**	**Hourly**	**Daily**
	$150.00	$1,200.00	$165.00	$1,320.00	$181.50	$1,452.00
	N/A	N/A	N/A	N/A	N/A	N/A
	$79.00	$189.00	$79.00	$189.00	$79.00	$189.00
	$139.00	$1,112.00	$139.00	$1,112.00	$139.00	$1,112.00
	$59.00	$379.00	$59.00	$379.00	$59.00	$379.00
	Markup		**Markup**		**Markup**	
	22%		22%		22%	

	2023 Rate		2024 Rate		2025 Rate	
Bidder: Quality Plumbing						
	Hourly	**OT**	**Hourly**	**OT**	**Hourly**	**OT**
	$96.48	$144.72	$101.30	$151.96	$106.36	$159.56
	$89.47	$134.20	$93.94	$140.91	$98.64	$147.96
	$70.78	$106.17	$74.31	$111.47	$78.03	$117.05
	$35.84	$53.76	$37.63	$56.44	$39.51	$59.27
	$96.48	$144.72	$101.30	$151.96	$106.36	$159.56
	Hourly	**Daily**	**Hourly**	**Daily**	**Hourly**	**Daily**
	$105.00	$840.00	$105.00	$840.00	$105.00	$840.00
	$10.00	$80.00	$10.00	$80.00	$10.00	$80.00
	$10.00	$80.00	$10.00	$80.00	$10.00	$80.00
	$85.00	$680.00	$85.00	$680.00	$85.00	$680.00
	$10.00	$80.00	$10.00	$80.00	$10.00	$80.00
	Markup		**Markup**		**Markup**	
	20%		20%		20%	

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for PLUMBING SERVICES

This Agreement, made this_____day of_____, _____, by and between Quality Plumbing Inc., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

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

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

1.0 **Service Specifications**

1.1 The Contractor will provide plumbing services in City buildings and on City grounds.

1.2 The Contractor will annually check and test all backflow preventers to WaterOne standards in these locations:

Municipal Building & Public Safety Center			
7710 Mission Rd.	Serial #112614	Fire Protection	Size 4.00
7710 Mission Rd.	Serial #27646	Detector Assembly	Size .75
7710 Mission Rd.	Serial #TH-1018	Office Building	Size 2.50
7710 Mission Rd.	Serial #07931	Ornamental	Size 1.00
7710 Mission Rd.	Serial #H28372	HVAC/Boiler	Size .75
Community Center			
7720 Mission Rd.	Serial #243551	Cultural	Size 1.00
Swimming Pool			
7780 Mission Rd.	Serial #143545	Filter house - pool	Size 2.00
7780 Mission Rd.	Serial #137287	Filter house - filter water	Size 2.00
7780 Mission Rd.	Serial #09283	Pit by water meter	Size 3.00
7780 Mission Rd.	Serial #09271	South pit by Filter House	Size 3.00
7780 Mission Rd.	Serial #52901	Filter House - slurry tank	Size .75
7711 Delmar St.	Serial #19577	Bathhouse	Size 2.00

Public Works			
3535 Somerset Dr.	Serial #20251B	Fire Protection (vault)	Size 6.00
3535 Somerset Dr.	Serial #091673	Wash Bay	Size 1.50
3535 Somerset Dr.	Serial #HC39389	Detector Assembly (vault)	Size 0.75
3535 Somerset Dr.	Serial #VB-0864	BFP-1 BG70 (Domestic)	Size 3.00
3535 Somerset Dr.	Serial #173809	BFP-2 BG70 (Grey water)	Size 2.00
3541 Somerset Dr.	Serial #188225	G Building	Size 1.00
3541 Somerset Dr.	Serial #230739	G Building (for Salt Barn)	Size 1.00
Grounds & Irrigation			
5114 W. 77th St.	Serial #10572	Bennett Park	Size .75
4903 W. 87th St.	Serial #A69842	Island Fountain	Size .75
8750 Roe Ave.	Serial #50737	Franklin Park	Size 2.00
8750 Roe Ave.	Serial #111382	Franklin Yard Hydrant	Size 1.00
8750 Roe Ave.	Serial #H20699	Franklin Ball Field	Size 2.00
7711 Delmar St.	Serial #37339	Santa Fe - in pit	Size .75
78th St. & Delmar St.	Serial #59156	Harmon Park	Size .75
2900 W. 79th St.	Serial #26956	Taliaferro Park	Size 1.00
2900 W. 79th St.	Serial #315226	Taliaferro Irrigation	Size 1.00
4601 Tomahawk Rd.	Serial #A114013	Porter Park Irrigation	Size .75
4601 Tomahawk Rd.	Serial #123036	Porter Park Restrooms	Size 2.00
7800 State Line Rd.	Serial #13469	Weltner Park	Size .75
7800 State Line Rd.	Serial #122913	Weltner Yard Hydrant	Size .75
7200 Windsor St.	Serial #25266	Windsor Park	Size 1.00
7466 Cherokee Dr.	Serial #123617	Island Hydrant	Size .75
7499 Nall Ave.	Serial #138608	Corner Irrigation	Size .75
71st St. & Cherokee Dr.	Serial #136458	Island Irrigation	Size .75
3900 W. 75th St.	Serial #146734	Carroll Fountain	Size .75
Somerset Dr. & Roe Ave.	Serial #168985	Franklin Fountain	Size 1.00
6936 Mission Rd.	Serial #14395	Shaffer Fountain (vault)	Size .75
6936 Mission Rd.	Serial #30745	Shaffer Irrigation	Size 1.00
4805 W. 67th St.	Serial #123700	Wassmer Park Restrooms	Size 2.00
4805 W. 67th St.	Serial #HE80480	Wassmer Park Irrigation	Size 1.00

Grounds & Irrigation Cont.			
4805 W. 67th St.	Serial #H39836	Wassmer Park	Size 1.00
1902 W. 75th St.	Serial #29849	Island Hydrant	Size .75
2700 W. 75th St.	Serial #22041	Island Hydrant	Size .75
Oxford Rd. & El Monte St.	Serial #232296	Island Hydrant	Size 1.00

1.3 The Contractor will replace all urinal cartridges and batteries once per year during the month of August.

1.4 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.

1.5 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Community Development Office located at 3535 Somerset Drive.

1.6 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than $10,000.

1.7 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.

1.8 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

1.9 The Contractor will designate a minimum of two employees to be certified by the Police Department for unescorted access to the facilities. Certification will include, but not be limited to, a background check, submission of the employees' fingerprints by the Police Department, and successful completion of a security awareness training program.

2.0 **General**

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 James Carney, Field Superintendent, at phone-(913)385-4644, Email-jcarney@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.5 All invoices should be grouped by location and indicate who with the City requested/authorized the work. A copy of the service report should be attached. Invoices are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 or publicworks@pvkansas.com.

2.6 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.7 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.10 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

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

2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.15 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.17 This Agreement is for the period of January 1, 2023 through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.18 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of this service is:

	2023		2024		2025	
Regular Hourly Employees	**Hourly Rate**	**Overtime Rate**	**Hourly Rate**	**Overtime Rate**	**Hourly Rate**	**Overtime Rate**
Supervisor	$96.48	$144.72	$101.30	$151.96	106.36	$159.56
Journeyman Plumber	$89.47	$134.20	$93.94	$140.91	$98.64	$147.96
Apprentice Plumber	$70.78	$106.17	$74.31	$111.47	$78.03	$117.05
Helper	$35.84	$53.76	$37.63	$56.44	$39.51	$59.27
Equipment Operator	$96.48	$144.72	$101.30	$151.96	$106.36	$159.56
Equipment Rates	**Hourly Rate**	**Daily Rate**	**Hourly Rate**	**Daily Rate**	**Hourly Rate**	**Daily Rate**
Backhoe w/transport	$105.00	$840.00	$105.00	$840.00	$105.00	$840.00
Air compressor	$10.00	$80.00	$10.00	$80.00	$10.00	$80.00
Electric Jack Hammer	$10.00	$80.00	$80.00	$80.00	$10.00	$80.00
Dump Truck	$85.00	$680.00	$85.00	$680.00	$85.00	$680.00
2-1/2" Pump	$10.00	$80.00	$10.00	$80.00	$10.00	$80.00
Materials	**Percentage Markup**		**Percentage Markup**		**Percentage Markup**	
Purchase invoice cost plus	20%		20%		20%	

4.0 **References**

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

Company: City of North Kansas City Contact: Terry Moss

Phone #: (816) 985-8046 Email: tdmoss@nkc.org

Brief Description on Work: Backflows, plumbing services, water main repairs, sewer main repairs, Hydro vac work

Company: City of Liberty Contact: Gary Harter

Phone #: (816) 448-1852 Email: Gharter@libertymo.gov

Brief Description on Work: gas work, sewer + water line repairs, plumbing services

Company: Olathe School District Contact: Randy Thorton

Phone #: (816) 345-5178 Email: rthornton wdsc@olatheschools.org

Brief Description of Work: epoxy sewer lining, sewer + water main repair/replacement, plumbing services, gas work, Jetting, Hydro vac work, camera work

Contractor Contact: Austin Richardson

Company Name: Quality Plumbing Inc.

Address: 1731 Howell Street
North Kansas City MO 64116

Telephone Number: (816) 589-6455
Office (816) 472-4994

Fax Number: N/A

Email: Austin@QualityPlumbing.com

/s/ [signature] 11-16-22
Contractor Agent Date

ATTEST:

/s/ _____
Adam Geffert, City Clerk Date

/s/ _____
David Waters, City Attorney Date

/s/ _____
Eric Mikkelson, Mayor Date

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/05/2022

CONSIDER BID AWARD FOR PAVEMENT MARKING SERVICES

RECOMMENDATION

Move to approve the contract for Pavement Marking Services to Heartland Traffic Services, Inc. for 2023 and renewal in 2024 and 2025.

BACKGROUND

On Wednesday, November 16, 2022, the City Clerk received bids for a three-year contract to provide Pavement Marking Services. The contract is to provide Pavement Marking Services for City streets. There was one bidder, Heartland Traffic Services, formerly known as K&G Striping. K & G Striping has provided this service for the past 10+ years. A comparison of their bid for 2022 to the new submittal for 2023 shows overall no price increase. Below is a comparison of the bids with price decreases highlighted.

			MMA		WATER-BASED PAINT	
ITEM #	DESCRIPTION	UNIT	Heartland (2023)	K&G (2022)	Heartland (2023)	K&G (2022)
1	4" White Stripe	LF	$ 1.60	$ 1.60	$ 0.65	$ 0.44
2	6" White Stripe	LF	$ 1.80	$ 2.20	$ 0.80	$ 0.70
3	12" White Stripe	LF	$ 5.50	$ 5.40	$ 3.00	$ 3.40
4	24" White Stripe	LF	$ 11.00	$ 11.00	$ 6.00	$ 6.80
5	4" Yellow Stripe	LF	$ 1.60	$ 1.60	$ 0.65	$ 0.45
6	4" Yellow Stripe – Skip	LF	$ 1.60	$ 3.40	$ 0.65	$ 0.90
7	18" Yellow Stripe	LF	$ 8.00	$ 8.50	$ 4.00	$ 5.50
8	Single Arrow	Each	$ 125.00	$ 110.00	$ 75.00	$ 75.00
9	Double Arrow Black	Each	$ 200.00	$ 150.00	$ 110.00	$ 95.00
10	"ONLY" Symbol	Each	$ 200.00	$ 160.00	$ 100.00	$ 105.00
11	Accessible Parking Emblem	Each	$ 100.00	$ 110.00	$ 50.00	$ 60.00
12	Marking Removal	LF	$ 1.20	$ 4.50	$ 1.25	$ 4.50
13	Sharrow	Each	$ 150.00	$ 135.00	$ 90.00	$ 90.00

FUNDING SOURCE

Funding is available in the 2023 Streets Operating Budget of $35,000.

ATTACHMENTS

1. Bid for Pavement Marking Services with Heartland Traffic Services, Inc.

PREPARED BY

Melissa Prenger, City Engineer November 29, 2022

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for TRAFFIC MARKING SERVICES

This Agreement, made this_____day of_____, _____, by and between Heartland Traffic Services, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

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

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

1.0 Service Specifications

1.1 The Contractor will provide pavement marking services for the City.

1.2 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Community Development Office located at 3535 Somerset Drive.

1.3 All work must follow the most recent published guidelines of Part 3 Markings of the Manual of Uniform Traffic Control Devices (MUTCD).

1.4 The material and its application specifications will be as provided in the City of Prairie Village Standard Specifications S721 - Painted Pavement Marking and Special Provision SP725 - Methyl Methacrylate (MMA) Pavement Marking (attached).

1.5 The Contractor will provide traffic control during all marking operations in accordance with the City of Prairie Village Standard Specifications S701 - Traffic Control (attached).

1.6 The Contractor will prepare a daily report showing units of work for the previous day and review the report with the City representative.

1.7 The Contractor will review the daily schedule with the City representative prior to starting work.

1.8 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.

1.9 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Melissa Prenger, Project Manager, at phone (913) 385-4655, Email-mprenger@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise scheduled or approved by the City.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.5 Payment. Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor. The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than $500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than $500.00.

2.6 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.7 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates

shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.10 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

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

2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This

warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.15 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.17 This Agreement is for the period of January 1, 2023 through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.

2.18 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for these services in **2023** are:

ITEM #	DESCRIPTION	UNIT	MMA	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	1.60	.60	.65
2	6" White Stripe	LF	1.80	.75	.80
3	12" White Stripe	LF	5.50	2.50	3.00
4	24" White Stripe	LF	11.00	5.00	6.00
5	4" Yellow Stripe	LF	1.60	.60	.65
6	4" Yellow Stripe - Skip	LF	1.60	.60	.65
7	18" Yellow Stripe	LF	8.00	3.50	4.00
8	Single Arrow	Each	125.00	75.00	75.00
9	Double Arrow Black	Each	200.00	110.00	110.00
10	"ONLY" Symbol	Each	200.00	100.00	100.00
11	Accessible Parking Emblem	Each	100.00	50.00	50.00
12	Marking Removal	LF	1.25	1.25	1.25
13	Sharrow	Each	150.00	85.00	90.00

3.2 The fees for these services in **2024** are:

ITEM #	DESCRIPTION	UNIT	MMA	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	1.75	.65	.65
2	6" White Stripe	LF	2.00	.80	.80
3	12" White Stripe	LF	6.00	2.75	3.00
4	24" White Stripe	LF	12.00	5.25	6.00
5	4" Yellow Stripe	LF	1.75	.65	.65
6	4" Yellow Stripe - Skip	LF	1.75	.65	.65
7	18" Yellow Stripe	LF	8.75	4.00	4.00
8	Single Arrow	Each	135.00	80.00	80.00
9	Double Arrow Black	Each	220.00	125.00	125.00
10	"ONLY" Symbol	Each	220.00	110.00	110.00
11	Accessible Parking Emblem	Each	100.00	60.00	60.00
12	Marking Removal	LF	1.25	1.25	1.25
13	Sharrow	Each	165.00	85.00	90.00

3.3 The fees for these services in **2025** are:

ITEM #	DESCRIPTION	UNIT	MMA	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	1.85	.65	.70
2	6" White Stripe	LF	2.00	.80	.80
3	12" White Stripe	LF	6.00	2.75	3.25
4	24" White Stripe	LF	12.00	5.25	6.50
5	4" Yellow Stripe	LF	1.85	.65	.70
6	4" Yellow Stripe - Skip	LF	1.85	.65	.70
7	18" Yellow Stripe	LF	9.00	4.00	4.00
8	Single Arrow	Each	140.00	80.00	80.00
9	Double Arrow Black	Each	225.00	125.00	125.00
10	"ONLY" Symbol	Each	225.00	115.00	115.00
11	Accessible Parking Emblem	Each	110.00	60.00	60.00
12	Marking Removal	LF	1.25	1.25	1.25
13	Sharrow	Each	170.00	80.00	80.00

4.0 References

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

Company: City of Lawrence Contact: Dustin Smith

Phone #: 785-832-3192 Email: dusmith@Lawrenceks.org

Brief Description on Work: 2022 Citywide Pavement Marking Program – replace existing markings with MMA.

Company: City of Olathe KS Contact: Therese Vink

Phone #: Email: Tmossmann@olatheks.org

Brief Description on Work: Remove thermoplastic markings on bridge and replace with MMA.

Company: City of Mission Contact: Celia Duran

Phone #: Email: Cduran@Missionks.org

Brief Description of Work: Restripe thermoplastic with MMA markings

Contractor Contact: Preston Green ATTEST:

Company Name: Heartland Traffic Services (KGS Striping)

Address: 626 N. 47th St.
Kansas City, KS 66102

Adam Geffert, City Clerk Date

Telephone Number: 816-315-3075

David Waters, City Attorney Date

Fax Number: 816-741-3699

Email: preston@kgsstriping.com

11/15/22

Contractor Agent Date

Eric Mikkelson, Mayor Date

HEARTLAND
TRAFFIC SERVICES, INC
913-428-2575

To:	City Of Prairie Village	**Contact:**	
Address:	7700 Mission Rd	**Phone:**	(913) 385-4604
	Prairie Village, KS 66208	**Fax:**	
Project Name:	Prairie Village Traffic Marking Services Agreement (3 Years)	**Bid Number:**	
Project Location:	Prairie Village, KS	**Bid Date:**	11/16/2022

2023 Fees

Line #	Item Description	Estimated Quantity	Unit	Unit Price
23-01A	4" White Stripe (MMA)	1.00	LF	$1.60
23-01B	4" White Stripe (Solvent-Based Paint)	1.00	LF	$0.60
23-01C	4" White Stripe (Water-Based Paint)	1.00	LF	$0.65
23-02A	6" White Stripe (MMA)	1.00	LF	$1.80
23-02B	6" White Stripe (Solvent-Based Paint)	1.00	LF	$0.75
23-02C	6" White Stripe (Water-Based Paint)	1.00	LF	$0.80
23-03A	12" White Stripe (MMA)	1.00	LF	$5.50
23-03B	12" White Stripe (Solvent-Based Paint)	1.00	LF	$2.50
23-03C	12" White Stripe (Water-Based Paint)	1.00	LF	$3.00
23-04A	24" White Stripe (MMA)	1.00	LF	$11.00
23-04B	24" White Stripe (Solvent-Based Paint)	1.00	LF	$5.00
23-04C	24" White Stripe (Water-Based Paint)	1.00	LF	$6.00
23-05A	4" Yellow Stripe (MMA)	1.00	LF	$1.60
23-05B	4" Yellow Stripe (Solvent-Based Paint)	1.00	LF	$0.60
23-05C	4" Yellow Stripe (Water-Based Paint)	1.00	LF	$0.65
23-06A	4" Yellow Stripe - Skip (MMA)	1.00	LF	$1.60
23-06B	4" Yellow Stripe - Skip (Solvent-Based Paint)	1.00	LF	$0.60
23-06C	4" Yellow Stripe - Skip (Water-Based Paint)	1.00	LF	$0.65
23-07A	18" Yellow Stripe (MMA)	1.00	LF	$8.00
23-07B	18" Yellow Stripe (Solvent-Based Paint)	1.00	LF	$3.50
23-07C	18" Yellow Stripe (Water-Based Paint)	1.00	LF	$4.00
23-08A	Single Arrow (MMA)	1.00	EACH	$125.00
23-08B	Single Arrow (Solvent-Based Paint)	1.00	EACH	$75.00
23-08C	Single Arrow (Water-Based Paint)	1.00	EACH	$75.00
23-09A	Double Arrow Black (MMA)	1.00	EACH	$200.00
23-09B	Double Arrow Black (Solvent-Based Paint)	1.00	EACH	$110.00
23-09C	Double Arrow Black (Water-Based Paint)	1.00	EACH	$110.00
23-10A	"ONLY" Symbol (MMA)	1.00	EACH	$200.00
23-10B	"ONLY" Symbol (Solvent-Based Paint)	1.00	EACH	$100.00
23-10C	"ONLY" Symbol (Water-Based Paint)	1.00	EACH	$100.00
23-11A	Accessible Parking Emblem (MMA)	1.00	EACH	$100.00
23-11B	Accessible Parking Emblem (Solvent-Based Paint)	1.00	EACH	$50.00
23-11C	Accessible Parking Emblem (Water-Based Paint)	1.00	EACH	$50.00
23-12	Marking Removal	1.00	LF	$1.25
23-13A	Sharrow (MMA)	1.00	EACH	$150.00
23-13B	Sharrow (Solvent-Based Paint)	1.00	EACH	$85.00
23-13C	Sharrow (Water-Based Paint)	1.00	EACH	$90.00

	Total Price for above 2023 Fees Items:		**$1,681.65**

2024 Fees

24-01A	4" White Stripe (MMA)	1.00 LF	$1.75
24-01B	4" White Stripe (Solvent-Based Paint)	1.00 LF	$0.65
24-01C	4" White Stripe (Water-Based Paint)	1.00 LF	$0.65
24-02A	6" White Stripe (MMA)	1.00 LF	$2.00
24-02B	6" White Stripe (Solvent-Based Paint)	1.00 LF	$0.80
24-02C	6" White Stripe (Water-Based Paint)	1.00 LF	$0.80
24-03A	12" White Stripe (MMA)	1.00 LF	$6.00
24-03B	12" White Stripe (Solvent-Based Paint)	1.00 LF	$2.75
24-03C	12" White Stripe (Water-Based Paint)	1.00 LF	$3.00
24-04A	24" White Stripe (MMA)	1.00 LF	$12.00
24-04B	24" White Stripe (Solvent-Based Paint)	1.00 LF	$5.25
24-04C	24" White Stripe (Water-Based Paint)	1.00 LF	$6.00
24-05A	4" Yellow Stripe (MMA)	1.00 LF	$1.75
24-05B	4" Yellow Stripe (Solvent-Based Paint)	1.00 LF	$0.65
24-05C	4" Yellow Stripe (Water-Based Paint)	1.00 LF	$0.65
24-06A	4" Yellow Stripe - Skip (MMA)	1.00 LF	$1.75
24-06B	4" Yellow Stripe - Skip (Solvent-Based Paint)	1.00 LF	$0.65
24-06C	4" Yellow Stripe - Skip (Water-Based Paint)	1.00 LF	$0.65
24-07A	18" Yellow Stripe (MMA)	1.00 LF	$8.75
24-07B	18" Yellow Stripe (Solvent-Based Paint)	1.00 LF	$4.00
24-07C	18" Yellow Stripe (Water-Based Paint)	1.00 LF	$4.00
24-08A	Single Arrow (MMA)	1.00 EACH	$135.00
24-08B	Single Arrow (Solvent-Based Paint)	1.00 EACH	$80.00
24-08C	Single Arrow (Water-Based Paint)	1.00 EACH	$80.00
24-09A	Double Arrow Black (MMA)	1.00 EACH	$220.00
24-09B	Double Arrow Black (Solvent-Based Paint)	1.00 EACH	$125.00
24-09C	Double Arrow Black (Water-Based Paint)	1.00 EACH	$125.00
24-10A	"ONLY" Symbol (MMA)	1.00 EACH	$220.00
24-10B	"ONLY" Symbol (Solvent-Based Paint)	1.00 EACH	$110.00
24-10C	"ONLY" Symbol (Water-Based Paint)	1.00 EACH	$110.00
24-11A	Accessible Parking Emblem (MMA)	1.00 EACH	$100.00
24-11B	Accessible Parking Emblem (Solvent-Based Paint)	1.00 EACH	$60.00
24-11C	Accessible Parking Emblem (Water-Based Paint)	1.00 EACH	$60.00
24-12	Marking Removal	1.00 LF	$1.25
24-13A	Sharrow (MMA)	1.00 EACH	$165.00
24-13B	Sharrow (Solvent-Based Paint)	1.00 EACH	$85.00
24-13C	Sharrow (Water-Based Paint)	1.00 EACH	$90.00
	Total Price for above 2024 Fees Items:		**$1,830.75**

2025 Fees

25-01A	4" White Stripe (MMA)	1.00 LF	$1.75
25-01B	4" White Stripe (Solvent-Based Paint)	1.00 LF	$0.65
25-01C	4" White Stripe (Water-Based Paint)	1.00 LF	$0.65
25-02A	6" White Stripe (MMA)	1.00 LF	$2.00
25-02B	6" White Stripe (Solvent-Based Paint)	1.00 LF	$0.80
25-02C	6" White Stripe (Water-Based Paint)	1.00 LF	$0.80
25-03A	12" White Stripe (MMA)	1.00 LF	$6.00
25-03B	12" White Stripe (Solvent-Based Paint)	1.00 LF	$2.75
25-03C	12" White Stripe (Water-Based Paint)	1.00 LF	$3.00
25-04A	24" White Stripe (MMA)	1.00 LF	$12.00
25-04B	24" White Stripe (Solvent-Based Paint)	1.00 LF	$5.25

Line #	Item Description	Estimated Quantity	Unit	Unit Price
25-04C	24" White Stripe (Water-Based Paint)	1.00	LF	$6.00
25-05A	4" Yellow Stripe (MMA)	1.00	LF	$1.75
25-05B	4" Yellow Stripe (Solvent-Based Paint)	1.00	LF	$0.65
25-05C	4" Yellow Stripe (Water-Based Paint)	1.00	LF	$0.65
25-06A	4" Yellow Stripe - Skip (MMA)	1.00	LF	$1.75
25-06B	4" Yellow Stripe - Skip (Solvent-Based Paint)	1.00	LF	$0.65
25-06C	4" Yellow Stripe - Skip (Water-Based Paint)	1.00	LF	$0.65
25-07A	18" Yellow Stripe (MMA)	1.00	LF	$8.75
25-07B	18" Yellow Stripe (Solvent-Based Paint)	1.00	LF	$4.00
25-07C	18" Yellow Stripe (Water-Based Paint)	1.00	LF	$4.00
25-08A	Single Arrow (MMA)	1.00	EACH	$135.00
25-08B	Single Arrow (Solvent-Based Paint)	1.00	EACH	$80.00
25-08C	Single Arrow (Water-Based Paint)	1.00	EACH	$80.00
25-09A	Double Arrow Black (MMA)	1.00	EACH	$220.00
25-09B	Double Arrow Black (Solvent-Based Paint)	1.00	EACH	$125.00
25-09C	Double Arrow (Water-Based Paint)	1.00	EACH	$125.00
25-10A	"ONLY" Symbol (MMA)	1.00	EACH	$220.00
25-10B	"ONLY" Symbol (Solvent-Based Paint)	1.00	EACH	$110.00
25-10C	"ONLY" Symbol (Water-Based Paint)	1.00	EACH	$110.00
25-11A	Acccessible Parking Emblem (MMA)	1.00	EACH	$100.00
25-11B	Accessible Parking Emblem (Solvent-Based Paint)	1.00	EACH	$60.00
25-11C	Accessible Parking Emblem (Water-Based Paint)	1.00	EACH	$60.00
25-12	Marking Removal	1.00	LF	$1.25
25-13A	Sharrow (MMA)	1.00	EACH	$165.00
25-13B	Sharrow (Solvent-Based Paint)	1.00	EACH	$85.00
25-13C	Sharrow (Water-Based Paint)	1.00	EACH	$90.00
	Total Price for above 2025 Fees Items:			**$1,830.75**

Notes:

- **General Terms:**
- · Bid Price does not include payment performance bonds or waiver of subrogation. Each can be furnished for an additional cost as follows. Bond rate .62 of 1.25% waiver for $250.00.
- · Bid price does not include attaining any permits required to perform work.

Payment Terms:

Payment in full due within 30 days of invoice date.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Heartland

Authorized Signature: _____

Estimator: Preston Green
8163153075 preston.green@kgstriping.com

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/05/2022

CONSIDER BID AWARD FOR TREE REMOVAL AND EMERGENCY SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2023-2025 Annual Service bid for Tree Removal and Emergency Services from Arbor Masters for 2023 with renewals in 2024 and 2025.

BACKGROUND

This service agreement is for tree services, which includes tree and stump removal, tree spraying, bucket truck rental and emergency tree work.

On November 16, 2022, the City Clerk received and opened bids. Two bids were received.

Arbor Masters is being recommended as being low bid as well as having the equipment and support staff on hand to handle a significant storm damage event. Arbor Masters been the contractor for this service previously.

FUNDING SOURCE

Funding is available in the 2023 Operating Budget totaling $65,000. This is an on-call service so the exact financial impact is not determinable.

ATTACHMENTS

1. Tree Services Bid sheet
2. Contract for Tree Services with Arbor Masters

PREPARED BY

Suzanne Lownes, Asst to the Public Works Director November 29, 2022

Bid Tab: Tree Services

Opened on November 16, 2022

	2023 Rate		2024 Rate		2025 Rate	
Bidder: Arbor Masters						
Removal on Arterial or Collector Streets	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 110.00	$ 135.00	$ 110.00	$ 135.00	$ 110.00	$ 135.00
DBH 13 to 24 inches	$ 575.00	$ 650.00	$ 575.00	$ 650.00	$ 600.00	$ 650.00
DBH 25 to 36 inches	$ 1,100.00	$ 1,250.00	$ 1,100.00	$ 1,250.00	$ 1,100.00	$ 1,250.00
DBH 37 to 48 inches	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
DBH 49 to 60 inches	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Removal on Local Streets and City Properties	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
DBH 0 to 12 inches	$ 110.00	$ 135.00	$ 110.00	$ 135.00	$ 110.00	$ 135.00
DBH 13 to 24 inches	$ 575.00	$ 650.00	$ 575.00	$ 650.00	$ 600.00	$ 650.00
DBH 25 to 36 inches	$ 1,100.00	$ 1,250.00	$ 1,100.00	$ 1,250.00	$ 1,100.00	$ 1,250.00
DBH 37 to 48 inches	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
DBH 49 to 60 inches	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
Rental Equipment	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Bucket Truck	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00	$ 85.00
Tree Spade 44"-80" Diam. Hole	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00	$ 165.00
Misc.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Spraying trees	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00	$ 6.00
Tree trimming (Includes labor & all equip.)	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00	$ 180.00
Arborist Inspection Services (Includes labor & all equip.)	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00	$ 40.00
Emergency Equip.	**Regular**	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
Horizontal Grinder min 500 HP	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00	$ 600.00
Claw Loader w/28 CY Capacity Dump Bed	$ 200.00	$ 250.00	$ 200.00	$ 250.00	$ 200.00	$ 250.00
Excavator w/Clam Bucket 230 HP	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
Wheel Loader - Dump Height 9' 130 HP	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
Track Loader - Dump Height 8' 80 HP	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00	$ 130.00
Uni-Loader w/Grapple Bucket 70 HP	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
Tractor w/Barrel Bed 15 CY	$ 110.00	$ 110.00	$ 110.00	$ 110.00	$ 110.00	$ 110.00
Tractor w/Ejector Bed 72 CY	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00	$ 160.00
Tractor w/Box Bed 28 CY	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00
Light Tower - Towed 440,000 Lumens	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Stump Grinder	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00
Attached list of Equipment (yes/no)						
	$ 11,891.00	$ 12,441.00	$ 11,891.00	$ 12,441.00	$ 11,941.00	$ 12,441.00
	$					73,046.00

	2023 Rate		2024 Rate		2025 Rate	
Bidder: Kansas City Tree Care						
	Regular	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
	$ 600.00	$ 700.00	$ 600.00	$ 700.00	$ 700.00	$ 800.00
	$ 1,100.00	$ 1,400.00	$ 1,100.00	$ 1,400.00	$ 1,200.00	$ 1,500.00
	$ 1,500.00	$ 1,700.00	$ 1,500.00	$ 1,700.00	$ 1,600.00	$ 1,800.00
	$ 2,000.00	$ 2,500.00	$ 2,000.00	$ 2,500.00	$ 2,000.00	$ 2,500.00
	Regular	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
	$ 600.00	$ 700.00	$ 600.00	$ 700.00	$ 700.00	$ 800.00
	$ 1,100.00	$ 1,400.00	$ 1,100.00	$ 1,400.00	$ 1,200.00	$ 1,500.00
	$ 1,500.00	$ 1,700.00	$ 1,500.00	$ 1,700.00	$ 1,600.00	$ 1,800.00
	$ 2,000.00	$ 2,500.00	$ 2,000.00	$ 2,500.00	$ 2,000.00	$ 2,500.00
	Regular	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00	$ 75.00
	Regular	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00	$ 8.00
	$ 140.00	$ 175.00	$ 140.00	$ 175.00	$ 140.00	$ 175.00
	$ -	$ -	$ -	$ -	$ -	$ -
	Regular	**Emerg**	**Regular**	**Emerg**	**Regular**	**Emerg**
	$ 450.00	$ 550.00	$ 450.00	$ 550.00	$ 450.00	$ 550.00
	$ 175.00	$ 250.00	$ 175.00	$ 250.00	$ 175.00	$ 250.00
	$ 150.00	$ 175.00	$ 150.00	$ 175.00	$ 150.00	$ 175.00
	$ 150.00	$ 165.00	$ 150.00	$ 165.00	$ 150.00	$ 165.00
	$ 150.00	$ 165.00	$ 150.00	$ 165.00	$ 150.00	$ 165.00
	$ 120.00	$ 140.00	$ 120.00	$ 140.00	$ 120.00	$ 140.00
	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
	$ 90.00	$ 100.00	$ 90.00	$ 100.00	$ 90.00	$ 100.00
	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
	$ -	$ -	$ -	$ -	$ -	$ -
	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00
	$ 12,383.00	$ 14,878.00	$ 12,383.00	$ 14,878.00	$ 12,983.00	$ 15,478.00
	$					82,983.00

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT FOR TREE SERVICES

This Agreement, made this_____day of_____, _____, by and between Arbor Masters, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

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

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

1.0 Service Specifications

1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.

1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period .

1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.

1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the trimming work.

1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.

1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.

1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.

1.8 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the City Clerk's Office located at 7700 Mission Road.

1.9 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than $10,000.

1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Bridget Tolle, Urban Forester, at phone-(913)634-8827 or (913)385-4647, Email-arborist@pvkansas.com, or designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 or publicworks@pvkansas.com.

2.5 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.6 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.
B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.7 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its

employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.8 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors

2.9 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times. This compliance includes, but is not limited to, any quarantines in place at time of work, removal or movement of product associated with this contract.

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

2.10 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.11 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.12 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.13 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.14 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.16 This Agreement is for the period of January 1, 2023 through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 **Work Hours**

3.1 The City authorizes non-emergency work to be performed between 7:00am through 3:30pm weekdays.

3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.

3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.

4.0 **Tree Removal**

4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.

4.2 The Contractor shall maintain a minimum approach distance from overhead electrical conductors and shall coordinate trimming through power company if a minimum approach distance is not possible.

4.3 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed. The Contractor shall have all utilities marked prior to stump grinding (Kansas One Call and Johnson County WaterOne).

4.4 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.

4.5 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 **Tree Spraying**

5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.

5.2 The Contractor will have a licensed pesticide applicator doing or supervising the spraying work.

5.3 The City must approve the chemicals being used before any applications.

5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.

5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 **Emergency Service**

6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.

6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.

6.3 Emergency service includes a large scale response to any major storm event and the Contractor shall be committed to the City as the primary service provider for the duration of the storm and cleanup effort. This could also require that documentation be provided per standards set up by FEMA.

6.4 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance. **Make sure list of the equipment you have on hand is attached to bid submittal.**

6.5 A list of Emergency Equipment as detailed in the Fee Schedule should be attached to the bid, listing out each equipment type and the number of units that the Contractor owns. You may also add any other major equipment owned by the Contractor that relates to Tree Emergency Services Also list all certified arborists employed by the Contractor.

7.0 **Fee Schedule**

DESCRIPTION	UNITS	2023 Regular Unit Price	2023 Emergency Unit Price	2024 Regular Unit Price	2024 Emergency Unit Price	2025 Regular Unit Price	2025 Emergency Unit Price
Removal on Arterial or Collector Streets (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	110	135	110	135	110	135
DBH 13 to 24 inches	EA	575	650	575	650	600	650
DBH 25 to 36 inches	EA	1100	1250	1100	1250	1100	1250
DBH 37 to 48 inches	EA	1500	1500	1500	1500	1500	1500
DBH 49 to 60 inches	EA	1500	1500	1500	1500	1500	1500
Removal on Local Streets and City Properties (Includes labor & all equipment)							
DBH 0 to 12 inches	EA	110	135	110	135	110	135
DBH 13 to 24 inches	EA	575	650	575	650	600	650
DBH 25 to 36 inches	EA	1100	1250	1100	1250	1100	1250
DBH 37 to 48 inches	EA	1500	1500	1500	1500	1500	1500
DBH 49 to 60 inches	EA	1500	1500	1500	1500	1500	1500
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	85	85	85	85	85	85
Tree Spade 44"-80" Diam. Hole	HR	165	165	165	165	165	165
Misc.							
Spraying trees (Includes labor & equip.)	GAL	6.00	6.00	6.00	6.00	6.00	6.00
Tree trimming (Includes labor & equip.)	HR	180	210	180	210	180	210
Arborist Inspection Services	EA INSP.	40	40	40	40	40	40

(Includes labor & equip.)							

DESCRIPTION	UNITS	2023 Regular Unit Price	2023 Emergency Unit Price	2024 Regular Unit Price	2024 Emergency Unit Price	2025 Regular Unit Price	2025 Emergency Unit Price
***Emergency Equipment**							
Horizontal Grinder Min. 500 HP	HR	600	600	600	600	600	600
Claw Loader w/28 CY Capacity Dump Bed	HR	200	250	200	250	200	250
Excavator w/Clam Bucket 230 HP	HR	160	160	160	160	160	160
Wheel Loader - Dump Height 9' 130 HP	HR	160	160	160	160	160	160
Track Loader - Dump Height 8' 80 HP	HR	130	130	130	130	130	130
Uni-Loader w/Grapple Bucket 70 HP	HR	120	120	120	120	120	120
Tractor w/Barrel Bed 15 CY	HR	110	110	110	110	110	110
Tractor w/Ejector Bed 72 CY	HR	160	160	160	160	160	160
Tractor w/Box Bed 28 CY	HR	120	120	120	120	120	120
Light Tower - Towed 440,000 Lumens	HR	20	20	20	20	20	20
Stump Grinder	HR	65	65	65	65	65	65
***Attach list of requested items as outlined in section 6.4 Emergency Services**							

8.0 **References**

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

Company: City of Blue Springs, Missouri Contact: Donna Canton

Phone #: 816-228-0277 Email: dcaonton@bluespringsgov.com

Brief Description on Work:

Tree maintenance and removals

Company: City of Overland Park, KS Contact: Bailey Patterson

Phone #: 913-895-6000 Email: bailey.patterson@opkansas.org

Brief Description on Work:

Tree maintenance, removals and stump grinding

Company: City of Kansas City, Missouri Contact: Kevin Lapointe

Phone #: 816-809-4354 Email: kevin.lapointe@kcmo.org

Brief Description of Work:

Tree maintenance, removals, stump grinding and emergency storm response

Contractor Contact: Mark Cantrell

Company Name: Arbor Masters

Address: 8250 Cole Parkway

Shawnee, KS 66227

Telephone Number: 913-441-8888

Fax Number: 913-441-8922

Email: mcantrell@arbormasters.com

/s/ Mark Cantrell 11/16/22
Contractor Agent Date

ATTEST:

/s/
Adam Geffert, City Clerk Date

/s/
David Waters, City Attorney Date

/s/
Eric Mikkelson, Mayor Date

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/05/2022

CONSIDER BID AWARD FOR WEATHER SERVICES

RECOMMENDATION

Staff recommends the City Council approve the 2023-2025 Annual Service bid for Weather Services from Weather Or Not for 2023 with renewals in 2024 and 2025.

BACKGROUND

This service agreement is for providing forecasting and special forecasts on request to Public Works staff and Swimming Pool staff via text and internet.

On November 16, 2022, the City Clerk received and opened bids. One bid was received.

2023 Weather Service Bid	**2024 Weather Service Bid**	**2025 Weather Service Bid**	2022 Weather Service Bid
$10,568.00	**$10,568.00**	**$10,780.00**	$10,260.00

There is an increase of 3% from our 2022 fee for 2023/2024 and an additional 2% increase in 2025. Weather Or Not has provided these on call services for many years and is a great asset to help with day to day work scheduling as well as preparing for winter weather.

FUNDING SOURCE

Funding is available in the 2023 Operating Budget totaling $10,700.

ATTACHMENTS

1. Contract for Weather Services with Weather Or Not

PREPARED BY

Suzanne Lownes, Asst. to the Public Works Director November 28, 2022

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this_____day of_____, _____, by and between Weather or Not, Inc., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

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

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

1.0 Service Specifications

1.1 The Contractor will provide to the Public Works Department, original all season weather forecast services developed by professional meteorologists.

1.2 The Contractor will provide web-based access to interactive forecast charts and graphs as well as delivery of daily forecasts by e-mail and texting for up to a maximum of 15 users at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. There should be an ease of use to adding, removing or temporarily stopping notifications to users.

1.3 The Contractor's daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. Forecasts should also include a 72-hour discussion on precipitation in the forecast including how, when and confidence that the storm will impact the City's operations. Also a 3-5 day outlook that includes weather system, timing and expected impacts to the City's operations. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.

1.4 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.

1.5 The Contractor will provide post storm reports within 48 hours of winter weather or major storm events. Reports to include a narrative synopsis of how the event unfolded, including start and stop times for the storm and all types of precipitation and quantity occurring during the storm, when pavements went above and below freezing and a 10 year monthly snow comparison.

1.6 The Contractor will also provide a winter season summary report to include all winter events, records, analysis of unusual events and 10 year comparison of snow accumulation.

1.7 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist as required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. **Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.**

1.8 The City may request to tour the business facility prior to bid award.

1.9 The Contractor will provide historical data requests from the City within a reasonable timeframe.

1.10 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.

1.11 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.

2.0 **General**

2.1 The signed agreement will be the authorization for the vendor to provide the described services as requested by the City.

2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 or publicworks@pvkansas.com.

2.5 Insurance:

A. The Contractor shall procure and maintain, at its expense, workmen's compensation insurance and benefits for its employees.

2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation

insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.7 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement.

2.8 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

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

2.9 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.10 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.11 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.12 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas

2.13 This Agreement is for the period of January 1, 2023 through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.14 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

2.15 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

3.0 **Fees**

3.1 The fee to be paid in advance for the completion of this service is:

	2023 Annual Fee	2024 Annual Fee	2025 Annual Fee
Annual Weather Forecasting Services	$10,568.00	$10,568.00	$10,780.00

- ❖ Reminder: attach copy of resumes for all meteorologists employed by your company.

4.0 **References**

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

Company: Lenexa Municipal Serv. Contact: Mr. Nick Arena

Phone #: 913.477.7810 Email: narena@lenexa.com

Brief Description on Work: Services provided similar to Prairie Village

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Company: City of Overland Park Contact: Mr. Kyle Burns

Phone #: 913.895.8308 Email: kyle.burns@opkansas.org

Brief Description on Work: Services provided similar to Prairie Village

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Company: Evergy, Inc. Contact: Mr. Dan Munkers

Phone #: 816.206.0810 Email: dan.munkers@evergy.com

Brief Description of Work: Services per Evergy specifications

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Contractor Contact: Sara Croke

Company Name: Weather or Not, Inc.

Address: 6100 Nieman Rd, Suite 200
Shawnee, KS 66203

Telephone Number: 913·722·3955

Fax Number: —

Email: Sara@weatherornot.com

/s/ Sara Croke 11/10/22
Contractor Agent Date

ATTEST:

/s/ _____
Adam Geffert, City Clerk Date

/s/ _____
David Waters, City Attorney Date

/s/ _____
Eric Mikkelson, Mayor Date

PUBLIC WORKS DEPARTMENT

Consent Agenda: 12/5/2022

CONSIDER CUSTODIAL SERVICES AGREEMENT

RECOMMENDATION

Staff recommends City Council approve the three-year contract with City Wide Maintenance Company, Inc. for 2023 with renewal in 2024 thru 2025.

BACKGROUND

On October 18, 2022, the City received qualification submittals for Custodial Services. The City received one new submittal from Crystal Clear KC. Public Works Staff met with the potential new company and completed a walkthrough of the facilities and then requested bids from them as well as from our existing Custodial Service provider, City Wide.

This bid was for a three-year contract for the cleaning of the Municipal Building, Public Safety Center, Community Center, Public Works, Swimming Pool, Franklin Park Restrooms, Harmon Park Restrooms, Porter Park Restrooms, Wassmer Park Restrooms, Taliaferro Park Restrooms and Windsor Park Restrooms.

Below is a comparison of the yearly costs as submitted by the two companies. The current annual estimate for 2022 is $126,726.00. The 2023 bid from City Wide would be a 3.58% increase.

Bidder	2023	2024	2025
City Wide	$131,260.00	$135,780.00	$140,780.00
Crystal Clear	$427,964.32	$453,641.25	$485,395.34

FUNDING SOURCE

Funds are available in the various 2023 operations budgets totaling $137,000.

ATTACHMENTS

1. Agreement for Custodial Services with City Wide Maintenance Company, Inc.

PREPARED BY

Suzanne Lownes, Asst. to the Director of Public Works November 15, 2022

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT FOR CUSTODIAL SERVICES

This Agreement, made this _____ day of _____, _____, by and between City Wide Facility Solutions, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2023 through 2025 with the following terms and conditions.

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

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

1.0 **Service Specifications**

A. "Custodial Services" shall include, but is not limited to, the cleaning of doors, floors, carpets, ceilings, blinds, walls, restrooms, break rooms, detention areas, common areas, workspaces, conference rooms, training rooms, basements, storage areas, garages, and windows.

B. The definition of "clean" shall be:

- The absence of litter AND undesirable debris which can be eliminated by proper attention and remediation techniques.
- The absence of dust buildup on ANY surface.
- The complete, comprehensive cleaning of any facility location, including corners, inside, outside, top, and bottom of any surface.
- The absence of any soil, wax, or other undesirable buildup, which can be eliminated by appropriate heavy duty or project cleaning method.
- The presence of the appropriate surface gloss, protection, or reflective capacity in line with "like new" or designated gloss levels.
- The absence of minor spots, finger prints, or other limited surface marring or blemish, which can be eliminated by appropriate spot cleaning techniques.
- The absence of dust, lint, and other "in fiber" accumulation in fabric and carpeted areas which can be eliminated by appropriate vacuum cleaning methods.
- The reporting of maintenance and other work requests to designated public works personnel to eliminate or correct problems with damaged, non-functioning, repair or replacement items, which cannot be corrected through appropriate cleaning techniques.
- The presence of appropriate levels of paper products, soap, and personal hygiene products in all restrooms, break rooms, and dispensers to prevent any depletion.
- Trash removal - the Contractor will be responsible for daily maintenance of the trash receptacles, cigarette/cigar disposal containers (if present), and recycling containers for all facilities. Contents of the trash and recycling receptacles shall be kept separated and placed in the appropriate disposal dumpsters. The City will be responsible for providing disposal services at all facilities.
- All facilities should be checked as appropriate by the Contractor's designated manager/supervisor to ensure the facilities are clean.

1.1 The Contractor will provide building custodial services on a five day (Sunday through Thursday) schedule at these locations:
A. Municipal Building, 7700 Mission Road
B. Public Safety Center, 7710 Mission Road
C. Public Works Facility - 3535 Somerset Drive
D. Public Works G Building - 3535 Somerset Drive (bathroom only)

1.2 The Contractor will provide custodial services for bathrooms only on a daily schedule during the swimming pool season (May 15 to September 15) at these locations:
A. Swimming Pool Bathhouse, 7711 Delmar
B. Swimming Pool Filter House, 7711 Delmar

1.3 The Contractor will provide daily bathroom services at these locations:
A. Harmon Park, 7721 Delmar (bathrooms only)
B. Franklin Park, 8700 Roe Avenue (bathrooms only)
C. Porter Park, 4601 Tomahawk Drive (bathrooms only)
D. Wassmer Park, 4805 W. 67th Street (bathrooms only)
E. Taliaferro Park, 2900 W 79th Street (bathrooms only)
F. Windsor Park, 7170 Windsor Street (bathrooms only)

1.4 The Contractor will provide one of the optional building custodial services at this location
A. Community Center, 7720 Mission Road (once per month service)
B. Community Center, 7720 Mission Road (five day schedule (Sunday through Thursday)

1.5 The Contractor will be required to adjust the cleaning routine in accordance with the meeting schedule provided by the City Clerk's office. Cleaning of all meeting areas should occur after all scheduled meetings of that day. All other facilities will have cleaning schedules that commence after regular building hours unless otherwise requested. All cleaning shall be completed prior to 7:00 a.m. of the next work day.

1.6 The Contractor will provide all labor, equipment, and cleaning materials to adequately perform the required custodial services within the manner set forth in this document and in **Attachment #1 - The City of Prairie Village Green Cleaning Policy including the listed training.**

1.7 The Contractor will identify all chemicals used, what type of cleaning each chemical is used for, and will provide to the City a Material Safety Data Sheet for all chemicals used.

1.8 The City will provide liquid hand soap, paper towels, toilet paper, sanitary napkins, air fresheners, air freshener cartridges, batteries, and light bulbs.

1.9 The cleaning schedule for the Contractor for <u>all</u> areas in City facilities is:

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Vacuum all carpeted areas and stairwells	X				
Sweep/dust mop and damp mop all hard surface floors	X				
Clean public and employee entryways to include sweeping area immediately outside entrance doors	X				
Clean both sides of all entrance glass and doors including metal frames	X				

Clean both sides of glass and metal frames around all interior doors	X				
	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Clean office directory glass panels	X				
Empty all trash/recycle receptacles and replace soiled basket liners as required	X				
Remove all trash/recycle to appropriate dumpsters	X				
Dust all tops of desks, window ledges, telephones, partitions, file cabinets and other horizontal surfaces	X				
Spot clean interior walls and vertical partition panels	X				
Damp wipe, clean, and disinfect sinks, table-tops, counter-tops, microwaves, and appliance fronts	X				
Clean and disinfect drinking fountains	X				
Spot clean all light switches	X				
Clean and disinfect door handles, handrails, and elevator buttons	X				
Remove fingerprints and smudges from around doors, jambs, and light switches	X				
Special additions for cleaning restrooms and locker rooms: • Clean top, bottom, and side surfaces, inside and out, of all stools and urinals using a disinfectant cleaner • Clean both sides of stool seats using a disinfectant cleaner • Special attention in cleaning shall be given to areas around urinals, toilet fixtures, edges and corners • Damp wipe and clean wall tile, stall doors and stall partitions using a disinfectant cleaner • Mop all floors using a disinfectant cleaner • Toilet seats shall be left in a "raised" position after cleaning • Clean/polish any soap trays, fixtures and shiny surfaces • Scrub and disinfect sinks, showers and floors to remove all mold, mildew and soap scum • Clean mirrors and counter tops • Clean both sides of restroom doors • Spot clean restroom walls • Replace batteries in towel dispensers as needed	X X X X X X X X X X X X X				

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Special additions for cleaning gym: • Dust mop gym floor; damp spot mop as needed • Spot clean all glass and mirrors • Wipe down and disinfect benches	X X X X				
Secure all doors and turn off all lights	X				
Dust all corners and ceiling wall joints for cobwebs		X			
Clean insects from light fixtures		X			
Dust lower areas of file cabinets and desks		X			
Dust picture frames and vertical office partitions		X			
Dust all ledge areas, high and low		X			
Vacuum upholstered furniture		X			
Spot clean carpets		X			
Vacuum, damp wipe, and clean elevator tracks and floor threshold plates		X			
Clean and polish elevator frames and walls		X			
Damp wipe and clean locker doors		X			
Scrub hard surface floors where needed		X			
Sweep police garage including dusting all corners and ceiling wall joints for cobwebs		X			
Clean and scotch guard high traffic carpet areas			X		
Scrub hard surface floors, buff to shiny finish			X		
Clean under office machines and desks			X		
Clean light fixtures and lamps			X		
Dust tops of lockers			X		
Dust high wall areas of facilities			X		
Clean air vents			X		
Sanitize restroom walls and partitions			X		
Change air freshener cartridges and batteries			X		
Clean all exterior windows inside and out				X	
Dust blinds				X	
Dust ceiling tiles, ceiling crate and lighting fixtures in Dispatch				X	
Strip and wax floors requiring this process				X	
Spot clean and scotch guard Council Chambers furniture				X	
Shampoo by extraction and deodorize carpets					X

1.10 The Contractor will provide a monthly schedule outlining dates for the weekly, monthly, quarterly, and annual schedule of cleaning items.

1.11 The Contractor will provide special request services at an hourly rate.

1.12 The Contractor's company shall be bonded and a background check (including fingerprints) will be required of all employees of the Contractor by the City's Police Department. Approval for each employee must be received from the Police Department prior to said employee beginning work.

1.13 All approved employees of the Contractor will prominently display the City-issued identification card when working in any City facility.

1.14 The Contractor will supply a direct contact name, phone number and email for a manager/supervisor and will notify the City if this contact information changes during the contract period.

1.15 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

1.16 The City will provide access keys to all locations. The Contractor is prohibited from making copies of any City keys.

General

2.0 The signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.1 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-jcarney@pvkansas.com, or his/her designee will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.2 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.3 All invoices should be grouped by building, with a copy of the service report attached detailing date of completed items from weekly, monthly, quarterly and annual list. They are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208 or publicworks@pvkansas.com.

2.4 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.5 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or

difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.6 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.7 This Agreement is for the period of January 1, 2023, through December 31, 2025. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.8 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.10 Applicable Laws and Permits:

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

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

2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.15 Non Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

3.0 **Fees**

3.1 The fees for the completion of this service are:

ONLY PROVIDE FEE INFORMATION AT TIME OF INTERVIEW

Location	2023 Monthly Fee	2024 Monthly Fee	2025 Monthly Fee
Municipal Building	$2,415.00	$2,500.00	$2,590.00
Public Safety Center	$2,845.00	$2,945.00	$3,050.00
Public Works Facility	$1,720.00	$1,785.00	$1,850.00
Public Works - G Building	$100.00	$100.00	$100.00
Swimming Pool Bathhouse (May - September Only)	$680.00	$705.00	$730.00
Swimming Pool South Filter House (May - September Only)	$420.00	$435.00	$450.00
Community Center (Monthly Option 1.4A)	$75.00	$75.00	$75.00
Community Center (Daily Option 1.4B)	$550.00	$570.00	$590.00
Harmon Park Restrooms	$475.00	$490.00	$510.00
Franklin Park Restrooms	$475.00	$490.00	$510.00
Porter Park Restrooms	$475.00	$490.00	$510.00
Wassmer Park Restrooms	$475.00	$490.00	$510.00
Taliaferro Park Restrooms	$475.00	$490.00	$510.00
Windsor Park Restrooms	N/A	N/A	N/A
Special Service Request	**2023 Hourly Rate**	**2024 Hourly Rate**	**2025 Hourly Rate**
Request	$23.00	$23.00	$23.00

4.0 **References**

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

Company: City of Overland Park Contact: Brian Kahn
Phone #: (816) 809-1478 Email: brian.kahn@opkansas.org
Brief Description on Work: We provide janitorial services 5 times per week.

Company: City of Shawnee Contact: Brian Dailey
Phone #: (913) 268-7562 Email: bdailey@cityofshawnee.org
Brief Description on Work: We provide janitorial services 5 times per week.

Company: City of Merriam Contact: Caleb Hunt
Phone #: (913) 322-5505 Email: chunt@merriam.org
Brief Description on Work: We provide janitorial services 5 times per week.

Contractor Contact: Jim Huser
Company Name: City Wide Facility Solutions
Address: 15230 W. 105th Ter
Lenexa, KS 66219
Telephone Number: 913-888-5700
FAX Number: 913-888-5151
Email: jhuser@gocitywide.com

/s/ 11/10/22
Contractor Agent Date

ATTEST:

/s/
Adam Geffert - City Clerk Date

/s/
David Waters - City Attorney Date

/s/
Eric Mikkelson - Mayor Date

PRAIRIE VILLAGE, KANSAS

Prairie Village Green Cleaning Policy

Intent:

To provide effective cleaning while minimizing adverse health impacts on cleaning personnel, building occupants and visitors; and the environment. In addition, to mitigate the effects of infectious disease, such as COVID-19, through implementation of strategic cleaning methods.

Requirements of Staff and Contracted Services:

Focus on a healthy environment by following green cleaning best practices and meet the guidelines of Centers for Disease Control and Prevention and U.S. Environmental Protection Agency relative to COVID-19 (SARS-CoV2). This includes the procurement of cleaning and disinfecting products, procedures and training for cleaning personnel.

Cleaning services of all types, shall follow the cleaning best practices outlined below to ensure a healthy indoor environment:

Product Selection

- When disinfecting against SARS-CoV2, use disinfectants that are on EPA's List N: Disinfectants for Use Against SARS-CoV-2 and formulated with the active ingredients recommended by EPA's Design for the Environment Logo for Antimicrobial Pesticide Products.
    - If concentrated disinfectants are used and diluted to the proper use-solution utilizing a portion control device, put in place a testing protocol to ensure that the correct dilution rate is being achieved. Inexpensive test strips are available for many commonly used disinfectants (e.g. hydrogen peroxide and quats). Note: If test strips are not available for the disinfectant being used (e.g. citric acid and lactic acid) or if purchasing ready-to-use products, the use of test strips is not required.
- CHEMICAL PRODUCTS: meet **EPA Safer Choice Standard, Green Seal standards GS-37, GS-40, GS-52/53, or UL Ecologo 2792, 2795, 2777, 2798, 2791, 2796, 2759 or cleaning devices that use only water, ionized water, electrolyzed water, or aqueous ozone** and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
- HAND SOAPS: meet one or more of the following standards: **EPA safer choice, Green Seal GS-41, UL Ecologo 2784**, or soaps with no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
    - In areas where soap and water are not available, use of hand sanitizers that contain at least 60% alcohol and meet one or more of the following standards: UL Ecologo 2783.
- EQUIPMENT: paper towels, wiping/drying products, mops, buckets and other tools that meet one or more of the following standards: EPA comprehensive procurement guidelines for janitor paper and plastic trash can liners, Green Seal GS-01 for tissue paper, paper towels and napkins, UL Ecologo 175 for toilet tissue and hand towels, janitorial paper products derived from rapidly renewable resources or made from tree-free fibers; FSC certification for fiber procurement, California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).
    - Use of cleaning equipment that has ergonomic design features to reduce worker injuries such as vibration, noise, and user fatigue. For examples of ergonomic design features, see EQ credit powered cleaning equipment.

Procedures on Cleaning and Disinfection

- Use of procedures that meet the joint requirements of CDC and EPA on Reopening Guidance for Cleaning and Disinfecting Public Spaces, Workplaces, Businesses, Schools, and Homes.
- Use of procedures that optimize cleaning personnel resources and minimize unnecessary use of valuable cleaning products and equipment. Do not overuse or stockpile disinfectants or other supplies. Where possible, adjust spaces to minimize frequently touched surfaces and regularly update cleaning personnel on occupant activities in the building to ensure their cleaning aligns with the way the building is being used.
- Identification of "high-touch surfaces" along with frequencies for cleaning and disinfecting the different objects so designated.
- City Staff will perform quantitative testing of the cleanliness of surfaces at random intervals.
- Strategies for promoting and improving hand hygiene, including prioritizing thorough washing of hands with plain soap and water over hand sanitizers where possible.

Protection for Cleaning Personnel

- Use of proper personnel protective equipment (PPE) including eye protection, masks, gloves and gowns for all cleaning personnel as required by the products and processes being used.
- Use of face coverings per the requirements governing COVID-19 regulations.
- Use of tools, equipment and procedures that reduce ergonomic injuries to workers (e.g. injuries to the back, shoulders and knees).

Training of Cleaning Personnel

- Use of disinfectants and other cleaning products and equipment.
- Use of personal protective equipment (PPE) including how to properly put it on, take it off and disposal.
- Training on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Communication standard (29 CFR 1910.1200) and comply with OSHA's standards on Bloodborne Pathogens (29 CFR 1910.1030), including proper disposal of regulated waste, and PPE (29 CFR 1910.132).
- Training on the basics of infection control and the science of cleaning; personal protective equipment (PPE); ergonomics protection for workers; hazards of disinfectant and other chemical products; disposal of cleaning chemicals; proper use and maintenance of chemical dispensing equipment; and proper training on other products and equipment used in the cleaning process.
- Train cleaning personnel to be able to answer occupant's basic questions about cleaning procedures.

  Note: The following training programs meet the above requirements:

  - *Thomas Shortman Training Fund: Cleaning for COVID-19 & other Infectious Diseases*
  - *Building Skills Partnership: Infectious Disease Certification Program*
  - *Building Service Contractors Association International (BSCAI): COVID-19 Disinfection & Safety Course*

PUBLIC WORKS DEPARTMENT

Council Meeting: December 5, 2022

CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF OVERLAND PARK FOR 2023 CARS PROGRAM (NAAV0005)

RECOMMENDATION

Move to approve the interlocal agreement with Overland Park for mill and overlay on Nall Avenue from 67th Street to 75th Street for Project NAAV005, the 2023 CARS Project.

BACKGROUND

Johnson County has approved the 2023 CARS Project Nall Avenue rehabilitation project from 67th Street to 75th Street (NAAV0005). The CARS project was approved as part of the overall Prairie Village CARS submittal approved at the April 18, 2022 Council Meeting and is a joint project with the City of Overland Park.

An Interlocal Agreement has been executed by the City of Overland Park to recognize this joint project.

The City of Prairie Village is responsible for approximately 60% of roadway construction and 75% of the signal construction based on the city limits.

FUNDING SOURCE

The project was submitted to CARS per their deadline in the spring of 2022 with a 50/50 funding request at $1,292,000. After consideration of the projects in the overall CARS program for 2023 along with the application of the funding guidelines, the CARS committee was unable to fund several projects at the traditional 50/50 threshold. This is not a common outcome and occurred after the budget process. Therefore, staff was unable to build this funding delta into the 2023 budget cycle.

For Construction Related Items only:

CARS Request	$ 1,292,000.00	CARS Received	$ 857,000.00
PV Cost	$ 805,200.00	PV Cost (Revised)	$ 1,096,200.00
OP Cost	$ 486,800.00	OP Cost (Revised)	$ 630,800.00

Funding is currently available in the CIP project NAAV0005 for design and the original cost share. Dollars are available in Street Reserve for transfer estimated at $300,000 upon award of construction.

ATTACHMENTS

1. Interlocal Agreement with Overland Park (CARS 320001391)

PREPARED BY

Melissa Prenger, City Engineer November 29, 2022

STREET CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF OVERLAND PARK, KANSAS
AND THE CITY OF PRAIRIE VILLAGE, KANSAS

FOR PUBLIC IMPROVEMENTS TO NALL AVENUE (67TH TO 75TH)

THIS STREET CONSTRUCTION AGREEMENT ("Agreement") is made and entered into effective as of the last date of signature indicated below, by and between the **City of Overland Park, Kansas**, a Kansas municipal corporation ("Overland Park"), and the **City of Prairie Village, Kansas**, a Kansas municipal corporation ("Prairie Village").

WITNESSETH:

WHEREAS, the parties hereto have determined it is in their best interest to make certain public improvements to Nall Avenue, between 67th Street and 75th Street, as described more fully in this Agreement;

WHEREAS, K.S.A. 12-2908 and K.S.A. 68-169 authorize the parties hereto to cooperate in making the public improvements;

WHEREAS, the governing body of Overland Park did approve and authorize its mayor to execute this Agreement by official vote of the body on the 21st day of November, 2022; and

WHEREAS, the governing body of Prairie Village did approve and authorize its mayor to execute this Agreement by official vote of the body on the _____ day of _____, 2022.

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

1. Purpose of Agreement. The parties hereto enter into this Agreement for the purpose of constructing the following public improvements to Nall Avenue, between 67th Street and 75th Street:

(a) Lane configuration, asphalt overlay, curb replacement, sidewalk replacement, driveway replacement, and new pavement markings; and

(b) Traffic signal at 75th Street & Nall Avenue

(c) Such other incidental items associated and integral with the above referenced construction.

2. Estimated Cost of Project.

(a) The estimated cost of design and construction for the public improvements covered by this Agreement is $2,002,810.00 after County CARS funding.

(b) The cost of making the public improvement shall include:

(1) The cost of all traffic studies, design and construction contracts for the public improvements;

(2) Labor and material used in the making of the public improvements; and

(3) Such other expenses which are necessary in making the public improvements, including but not limited to traffic study, design, construction, contracted construction inspection and material testing, but excluding the cost of acquiring real property and any improvements thereon for the location of the public improvements.

3. Financing. Overland Park and Prairie Village shall pay their respective portions of the above-described costs with monies budgeted and appropriated funds. The costs for the local share of the cost of making the public improvements will be based on final field measured quantities and shall be distributed between Overland Park and Prairie Village as follows:

(a) Overland Park shall pay approximately 25% of the cost of the 75th Street Traffic Signal and 40% of the cost of the remaining public improvements (estimated to be $735,110.00);

(b) Prairie Village shall pay approximately 75% of the cost of the 75th Street Traffic Signal and 60% of the cost of the remaining public improvements (estimated to be $1,267,700.00).

4. Administration of the Project. It is acknowledged and understood between the parties that since there are two separate cities included within the proposed improvements, one of the cities should be designated as being "in charge" of the project to provide for its orderly design and construction. However, both cities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The public improvement shall be designed, constructed and the job administered by the Senior Project Manager/City Engineer, acting by and through the Director of Public Works for Prairie Village, Kansas, who shall be the principal public official designated to administer the public improvement; provided, that the Director of Public Works shall, among his/her several duties and responsibilities, assume and perform the following:

(a) Upon completion of the public improvements, the Director of Public Works shall submit to Overland Park a final invoice and project accounting of all costs incurred in making the public improvements for the purpose of apportioning the same among the parties as provided herein.

(b) Prairie Village and Overland Park shall both be named as additional insured on all applicable certificates of insurance issued by the contractor for this project.

(c) Prairie Village shall require payment, performance, and required statutory bonds for the improvements from all contractors and require that all contractors discharge and satisfy any mechanics or materialman's liens that may be filed.

(d) Prairie Village shall require that any contractor provide at least a two-year

performance and maintenance bond for the improvements. As Administrator Prairie Village will, upon request of Overland Park, make any claims upon such bonds and require that the contractors fully perform all obligations under the contract for construction and under such bonds. This obligation shall survive the termination of this Agreement and shall be in full force and effect for the full term of the performance and maintenance bonds.

(e) Prairie Village shall include in contracts for design and construction a requirement that the contractor defend, indemnify and save Overland Park and Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of its contract.

5. Duration and Termination of Agreement. The parties hereto agree that this Agreement shall be effective until the completion of the aforesaid public improvements, which shall be deemed completed upon certification to each of the parties hereto by the Director of Public Works advising that the public improvements have been accepted by him as constructed; provided, that the parties' respective payment obligations and rights and obligations related to bonds and warranties shall survive expiration of this Agreement.

6. Placing Agreement in Force. This Agreement shall be executed in quadruplicate. Each party hereto shall receive two (2) duly executed originals of this Agreement for their official records.

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

8. Governing Law. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed effective as of the date and year last below written.

CITY OF OVERLAND PARK, KANSAS

By:_____
Curt Skoog
Mayor

ATTEST:

By:_____
Elizabeth Kelley
City Clerk

APPROVED AS TO FORM:

By:_____
Stephen B. Horner
Sr. Assistant City Attorney

CITY OF PRAIRIE VILLAGE, KANSAS

By:_____
Eric Mikkelson
Mayor

ATTEST:

By:_____
Adam Geffer
City Clerk

APPROVED AS TO FORM:

By:_____
David Water
City Attorney

PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 5, 2022

CONSIDER INTELOCAL AGREEMENT WITH JOHNSON COUNTY AND THE CITY OF OVERLAND PARK FOR THE 2023 CARS PROJECT - NALL AVENUE FROM 67TH STREET TO 75TH STREET (NAAV0005)

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County and the City of Overland Park, Kansas for the 2023 CARS Project Nall Avenue From 67th Street To 75th Street (NAAV0005).

BACKGROUND

Johnson County has approved the 2023 CARS Project Nall Avenue rehabilitation project from 67th Street to 75th Street (NAAV0005). The project is a joint project with Overland Park and was approved as part of the overall Prairie Village County Assistance Road System (CARS) Program submittal approved at the April 18, 2023 Council Meeting.

An Interlocal Agreement has been received from Johnson County for execution by the Prairie Village and the City of Overland Park, Kansas. The County's funding for this project comes from the CARS Program and is only applied to construction related items. This project is a joint project with the City of Overland Park, Kansas and will be administered by Prairie Village. This agreement will limit the County share of the project's construction costs to $857,000.

The City of Prairie Village is responsible for approximately 60% of roadway construction and 75% of the signal construction based on the city limits.

The project was submitted to CARS per their deadline in the spring of 2022 with a 50/50 funding request at $1,292,000. After consideration of the projects in the overall CARS program for 2023 along with the application of the funding guidelines, the CARS committee was unable to fund several projects at the traditional 50/50 threshold. This is not a common outcome and occurred after the budget process. Therefore, staff was unable to build this funding delta into the 2023 budget cycle.

FUNDING SOURCE

Funding is currently available in the CIP project NAAV0005 for design and the original cost share. Dollars are available in Street Reserve for transfer estimated at $300,000 upon award of construction.

For Construction Related Items only:

CARS Request	$ 1,292,000.00	CARS Received	$ 857,000.00
PV Cost	$ 805,200.00	PV Cost (Revised)	$ 1,096,200.00
OP Cost	$ 486,800.00	OP Cost (Revised)	$ 630,800.00

ATTACHMENTS

1. Interlocal Agreement with Johnson County (320001391)

PREPARED BY

Melissa Prenger, City Engineer November 29, 2022

Agreement among Johnson County, Kansas, the City of Prairie Village, Kansas, and the City of Overland Park, Kansas, for the Public Improvement of Nall Avenue from 67th Street to 75th Street (320001391)

THIS AGREEMENT, made and entered into this _____ day of _____, 202_, by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), the City of Prairie Village, Kansas ("Prairie Village"), and the City of Overland Park, Kansas ("Overland Park"). Prairie Village and Overland Park are collectively referred to as the "Cities".

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Nall Avenue from 67th Street to 75th Street (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of Prairie Village did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 202_.

WHEREAS, the City of Overland Park has executed this Agreement on the _____ day of _____, 202_ by its Director of Public Works, who is authorized to approve and execute such agreements by Charter Ordinance No. 100, OPMC 2.18.080, and COP 202.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement**. The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

   a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement is Two Million Eight Hundred Fifty Nine Thousand Dollars ($2,859,000).

   b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

   c. The Project Costs shall be allocated between the parties as follows:

      i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Eight Hundred Fifty Seven Thousand Dollars ($857,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

         1. Land acquisition, right-of-way acquisition, or utility relocation;
         2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

ii. The Cities shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be

construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

b. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.

4. **Administration of Project**. The Project shall be administered by Prairie Village acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.

b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.

c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Prairie Village. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.

d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.

e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether

the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas ("Finance Director"), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.

f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the Cities shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

> The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.
>
> The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. **Acquisition of Real Property for the Project**

   a. The Board shall not pay any costs for acquisition of real property in connection with the Project.

   b. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.

b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to one or both of the Cities' breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the Cities have not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force**. The attorney for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

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

Board of County Commissioners of
Johnson County, Kansas

Ed Eilert, Chairman

Attest:

Lynda Sader
Deputy County Clerk

Approved as to form:

Robert A. Ford
Assistant County Counselor

City of Prairie Village, Kansas

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

City of Overland Park, Kansas

Anthony J. Hofmann, PMP
Director of Public Works

Attest:

City Clerk

Approved as to form:

City Attorney

MAYOR

Council Meeting Date: December 5, 2022
CONSENT AGENDA

Consider Appointment to the Environmental Committee

RECOMMENDATION

Mayor Mikkelson requests Council ratification of the appointment of Paul Winn to the Environmental Committee.

BACKGROUND

Paul Winn works as a Nurse Practitioner at KU Med Center. He's lived in Prairie Village since 2020 and in Johnson County since 1988. If approved, Paul will fill an un-expired term vacated mid-year when Laura Lyons resigned from the Environmental Committee. The term will expire in December 2024.

ATTACHMENTS

Volunteer application

PREPARED BY

Ashley Freburg
Public Information Officer/Environmental Committee Staff Liaison

Date: November 29, 2022

Submission #	2000167
IP Address	136.37.106.239
Submission Recorded On	10/03/2022 9:31 AM
Time to Take Survey	18 minutes, 59 seconds

Page 1

Full Name

Mr Paul Winn

Full Address

7622 Aberdeen Rd
Prairie Village KS 66208

***Email**

paulwinn1@gmail.com

Phone

(913) 244-7339

Select your City Ward

Ward 6

***Please select your FIRST committee choice**

Environmental Committee

***Please select your SECOND committee choice**

Environmental Committee

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

I have lived in Prairie Village since 2020, and I have lived in Johnson County, KS since 1988. I have a Bachelor of Business from the University of Kansas as well as a Masters of Nursing from the University of Washington. I currently work as a Nurse Practitioner at KU Med Center. Previously living in Seattle, Portland, and Champaign-Urbana, Illinois has given me perspective on how different cities operate and I would like to bring some of those experiences to Prairie Village.

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.

ADMINISTRATION

City Council Meeting Date: December 5, 2022

Consider Approval of the 2023 Fee Schedule

RECOMMENDATION

Make a motion to approve the 2023 Fee Schedule as presented.

BACKGROUND

An assessment of all City fees is conducted by City staff each year in order to ensure a single, comprehensive list of fees that accurately reflects what the City charges for services.

The following changes are recommended for 2023:

- An increase to annual solid waste services from $227 to $245, per the approved 2023 budget.
- A change in the cost of paper copies for records requests, from $.50 for the first 10 pages and $.10 per page thereafter to a single fee of $.15 per page.
- A change in the cost of records copied to portable media from $1.00 per document to a flat fee of $10.00 for the cost of the media on which the files are saved (i.e., USB flash drive).
- An increase in the hourly rate of off-duty contractual police services from $46.53 per hour to $62.61 per hour. This rate has not increased since 2013.

Due to the implementation of new licensing and permitting software in 2023, staff will conduct a thorough review of the fee schedule as part of the 2024 budget process to ensure they adequately cover service costs. A separate recreation fee schedule will be presented to Council in 2023.

ATTACHMENTS

Proposed 2023 Fee Schedule

PREPARED BY

Adam Geffert
City Clerk
Date: November 30, 2022

Prairie Village Fee Schedule - 2023

Type of Fee	Current Fee	Proposed 2023 Fee	Code Reference / Adoption Date
LICENSES			
Administrative	Based on square footage		PVMC 5-106 - 06/04/12
Retail	Based on square footage		PVMC 5-106 - 06/04/12
Massage Therapy	$40.00		PVMC 5-504 - 09/8/09
Family Daycare	$40.00		PVMC 19.34.015 - 07/21/08
Home Occupation	$52.00		PVMC 5-106 - 06/04/12
Non-domiciled/Contractor	$75.00		PVMC 5-106 - 01/01/22
Tree Trimmer	$67.00		PVMC 5-106 - 06/04/12
Pesticide	$67.00		PVMC 5-106 - 06/04/12
Rental Houses	$77.00		PVMC 5-107 - 06/04/12
Apartments	$.01 per sq. foot ($75 minimum)		Council Action - 08/18/08
Tow License	$250 (Initial)		Council Action - 06/21/10
Tow License Renewal Fee	$100.00		Council Action - 06/21/10
Solid Waste License			
Comercial	$125.00		PVMC 15-313 - 08/18/08
Residential	$60.00		PVMC 15-313 - 08/18/08
Additonal (Per Truck)	$30.00		PVMC 15-313 - 08/18/08
Liquor License	$600.00		Council Action - 07/05/11
Drinking Establishment License	$500.00		Council Action - 07/05/11
Solicitation Permit Fee	$12.00/Solicitor/day		PVMC 5-204 - 8/18/2008
SOLID WASTE			
Solid Waste Exemption Fee per Household	$6.43		Council Action - 06/21/10
Solid Waste Services	$227 annually	$245 annually	Council Action - 9/6/2022
ADULT ENTERTAINMENT LICENSES			
Adult Entertainment - Business	$250.00		PVMC 5-604 - 05/16/94
Adult Entertainment - Manager	$20.00		PVMC 5-604 - 05/16/94
Adult Entertainment - License	$20.00		PVMC 5-604 - 05/16/94
Adult Entertainment - Server	$20.00		PVMC 5-604 - 05/16/94
AMUSEMENT DEVICES			
Arcade License	$350 per device		PVMC 5-304 - 09/03/91
Distributor	$210 + device fees		PVMC 5-304 - 09/03/91
SMALL CELL FACILITY RIGHT-OF-WAY ACCESS AND STREETLIGHT ATTACHMENTS			Council Action - 11/16/2020
ROW access for small cell facility on existing structure	$25.00 per site annually		Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee		Council Action - 11/16/2020
ROW access for small cell facilities on a new pole or monopole	$565 per site (includes $25 annual ROW access fee and $540 license fee for new monopole in ROW)		Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee		Council Action - 11/16/2020
Small cell application fee/supplement application fee	$500 (single upfront application for up to 5 small facilities) and $100 (for each facility beyond 5 in single application)		Council Action - 11/16/2020
Attachment of small cell facility to existing or replacement City streetlight or utility pole	$565 per site (includes $25 annual ROW access fee and $540 streetlight attachment fee)		Council Action - 11/16/2020
ROW permit application fee	Equal to ROW permit fee		Council Action - 11/16/2020
Small cell application fee/supplement application fee	$500 (single upfront application for up to 5 small facilities) and $100 (for each facility beyond 5 in single application)		Council Action - 11/16/2020
Make-ready work costs	The amount of costs of all actual work done or contacted for by the City to accommodate facility		Council Action - 11/16/2020

Inspection fee	The amount of costs of all actual work done or contracted for by the City for any necessary inspections		Council Action - 11/16/2020
Unauthorized attachment penalty fee	Three times the annual ROW access and streetlight attachment fee per occurrence		Council Action - 11/16/2020
Failure to timely transfer, abandon or remove facilities penalty	One-fifth annual ROW access and streetlight attachment fee per day, per site during the first 30 days, annual ROW access and streetlight attachment fee amount per day, per site during second 30 days and thereafter		Council Action - 11/16/2020
FIREWORKS PERMIT	$10.00		PVMC 7-233 - 01/21/14
SECURITY POLICE			
Service/Company License	$100.00		PVMC 5-404 - 08/18/08
Agent Fee	$25.00		
INFORMATION			
Records/Copies	$.50 per page and $.10 per page thereafter	$.15 per page	Council Policy 035 - 07/16/01
Staff review and preparation time	Staff hourly rate		
Records copied to portable media (USB flash drive)	$1.00 Per Document	$10.00 media fee	Council Authorization - 02/05/07
PD Report Copies	$5.00 per report		Council Policy 035-10 - 08/18/08
Pages over 10	$.50 per page		
Retrieval and copying of PD in-car video	$25.00		Council Authorization - 12/17/01
Retrieval and copying of police audio	$50.00		Council Authorization - 12/20/99
Copies of records to disk	$2.50/disc + staff time		Council Policy 035 - 05/19/97
Processing of PD Film (for non-governmental entities, at the off-duty contractual rate set by City Council.)	Fee to equal film processing cost incurred by department plus staff time, calculated at the off-duty contractual rate set by City Council		Council Authorization - 11/17/03
Retrieval and copying of PD body-worn camera video	$25.00		
OFF-DUTY CONTRACTUAL POLICE SERVICES	$46.53 per hour	$62.61 per hour	Council Authorization - 02/04/13
COURT APPOINTED ATTORNEY FEE	$90.00		Council Authorization - 06/15/09
JAIL FEE	$75 per day		Municipal Court Administrative Order 20-002
KS JUDICIAL BRANCH EDUCATIONAL FUND FEE	$1.00		Municipal Court Administrative Order 20-002
COURT COSTS & LAW ENFORECEMENT TRAINING CENTER FUND	$20.00		Council Authorization - 06/18/12
FINGER PRINT FEE	$10.00 per card		Municipal Court Administrative Order 20-002
POLICE-ORDERED TOWING FEES			
Hookup	$95.00		Council Authorization - 06/21/10
Mileage (per mile)	$4.00		Council Authorization - 06/21/10
Outside storage (per 24 hrs)	$25.00/day		Council Authorization - 06/21/10
Inside storage (per 24 hrs)	$30.00/day		Council Authorization - 06/21/10
Dolly Fee (flat rate)	$45.00		Council Authorization - 06/21/10
Winching fee (per hour)	$105.00		Council Authorization - 06/21/10
SHORT TERM SPECIAL USE PERMIT	$25.00*		PVMC 16.20.030 - 04/18/05
*Exempted Prairie Village Governing Body, City Committees			
*Homes Associations for the City, Other City, County, State and Federal Governmental			

ANIMALS			
Adiminstrative Appeal - Animals			
Filing Fee	$10.00		PVMC 2-125 - 09/03/91
Dangerous animal permit	$100.00		PVMC 2-107 - 09/21/17
Potentially dangerous animal permit	$100.00		PVMC 2-107 - 09/21/17
Animal license per animal			
Initial or one-year renewal			
Neutered	$6.00 ($3.00 late fee per month)		PVMC 2-111 - 10/02/17
Non-neutered	$25.00 ($3.00 late fee per month)		PVMC 2-111 - 10/02/17
Initial or two-year renewal			
Neutered	$10.00 ($3.00 late fee per month)		PVMC 2-111 - 10/02/17
Non-neutered	$45.00 ($3.00 late fee per month)		PVMC 2-111 - 10/02/17
Initial or three-year renewal			
Neutered	$15.00 ($3.00 late fee per month)		PVMC 2-111 - 10/02/17
Non-neutered	$70.00 ($3.00 late fee per month)		PVMC 2-111 - 10/02/17
Replacement tags	$.50 EACH		
GRASS/WEED/TREE ABATEMENT	10% administrative fee, plus publishing fee and cost of abatement		PVMC 8-204 - 09/03/13
PLANNING COMMISSION AND BOARD OF ZONING APPEALS			
Residential Site Plan approval	$100.00 application fee		PVMC 19.32.015
Commercial Site Plan approval	$100.00 application fee and $500.00 deposit		PVMC 19.32.015
Conditional Use Permit/Temporary commercial use	$100.00 application fee and $500.00 deposit		PVMC 19.30.025—12/7/09
Preliminary Development Plan (mixed use/plan)	$150.00 application fee and $500.00 deposit		PVMC 16.20.050—12/7/09
Final Development Plan (mixed use/planned)	$150.00 application fee and $500.00 deposit		PVMC 16.20.050—12/7/09
Preliminary Plat	$150.00 application fee and $500.00 deposit		PVMC 18.08.030—12/7/09
Final Plat	$150.00 application fee and $500.00 deposit		PVMC 18.08.030—12/7/09
Residential Building Line Modification/Elevation Change	$100.00 application fee		PVMC 16.20.050—12/7/09
Rezoning	$100.00 application fee and $500.00 deposit		PVMC 16-404 (Ord 1671 and Ord 1813)
Sign standards/new monument sign	$100.00 application fee and $500.00 deposit		PVMC 19.40.030—12/07/09
Special Use Permit	$100.00 application fee and $500.00 deposit		PVMC 19.28.015—12/7/09
Variance	$75.00 application fee		PVMC 16-401 (Ord. 1673) 12/7/09
Appeals of zoning code	$75.00 application fee		PVMC 19.44.030--2/6/89
Lot split	$100.00 application fee and $500.00 deposit		PVMC 18.08.030—12/7/09
BUILDING PERMITS*			
$1 - $500	$22.00		Effective 01/01/2022
$501 - $2,000	$22.00 for first $500 plus $2.75 for each additional $100 or fraction thereof		Effective 01/01/2022
$2,001 - $25,000	$63.00 for first $2,000 plus $12.50 for each additional $1,000 or fraction thereof		Effective 01/01/2022
$25,001 - $50,000	$352.00 for first $25,000 plus $9.00 for each additional $1,000 or fraction thereof		Effective 01/01/2022
$50,001 - $100,000	$580.00 for first $50,000 plus $6.25 for each additional $1,000 or fraction thereof		Effective 01/01/2022
$100,001 - $500,000	$895.00 for first $100,000 plus $5.00 for each additional $1,000 or fraction thereof		Effective 01/01/2022
$500,001 - $1,000,000	$2,855.00 for first $500,000 plus $4.25 for each additional $1,000 or fraction thereof		Effective 01/01/2022
$1,000,000 and up	$4,955.00 for first $1,000,000 plus $2.75 for each additional $1,000 or fraction thereof		Effective 01/01/2022
Value of Work is determined by Building Official during plan review based on the latest Building Valuation Data available published by the ICC			
Fixed Fees			
Residential decks	$40.00		Effective 11/30/2016

Retaining wall	$45.00		Effective 11/30/2016
New footing/foundation	$55.00		Effective 11/30/2016
Foundation repair	$30.00		Effective 11/30/2016
Lawn irrigation	$30.00		Effective 11/30/2016
Residential re-roof (1 and 2 family)	$45.00		Effective 11/30/2016
Commercial re-roof	based on valuation		Effective 11/30/2016
Pool demolition	$50.00		Effective 11/30/2016
Interior demo residential	$50.00		Effective 11/30/2016
Demolition/residential	$275.00		Effective 01/01/2022
Demolition/commercial	$500.00		Effective 01/01/2022
Commercial tennis bubble	$50.00		Effective 11/30/2016
Shed	$25.00		Effective 11/30/2016
Solar Panels	$0.00		Effective 01/01/2022
Fence	$45.00		Effective 11/30/2016
Spas/hot tub	$40.00		Effective 11/30/2016
Temporary CO	$100.00		Effective 11/30/2016
Certificate of occupancy	$20.00		Effective 11/30/2016
Plan Review			
Residential	$100.00		Effective 01/01/2022
Commercial	65% of total building permit fee		Effective 11/30/2016
Residential - Addendum	$50.00		Effective 01/01/2022
Commercial - Addendum	$250.00		Effective 01/01/2022
Preliminary Plan Review	$25.00 per hour		Effective 01/01/2022
Miscellaneous Fees			
Moving structure	$100 plus City costs, if applicable		Effective 11/30/2016
After-hours inspection fee	$50 per hour, minimum 2 hours		Effective 11/30/2016
Re-inspection fee	$75 each		Effective 11/30/2016
Plan printing	$10.00 per page		Effective 01/01/2022
Technology fee (for all permits)	$5.00		Effective 01/01/2022

ADMINISTRATION DEPARTMENT

Council Meeting Date: December 5, 2022
New Business Agenda

COU2022-76: Consider 2023 contribution allocation recommended by United Community Services for Human Service Fund grants

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RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2023 Human Service Fund Recommendation Report and a contribution to UCS of $10,000.

BACKGROUND

For many years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2023 budget has designated $10,000 for this contribution, the same amount as in 2022. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2023 Human Service Fund Recommendation Report.

FUNDING SOURCE

Funding is included in the 2023 budget for the Community Programs.

ATTACHMENTS:

- 2023 Human Service Fund Cover Letter
- 2023 Human Service Fund Recommendation Report
    - Appendix A – Participating Jurisdictions and Review Committee
    - Appendix B – Human Service Fund Guidelines

Prepared By: Jason Hannaman, Finance Director
Date: November 29, 2022

United Community Services of Johnson County

Board Members
Rebecca Yocham, President
Janet Barrow, EdD
David Brown
Marshaun Butler
Joe Connor
Erik Erazo
Rev. Adam Hamilton
Robin Rollins Harrold
Thomas Herzog
Roxann Kerr Lindsey
Stephen Kyle
Patty Markley
Dr. L. Michael McCloud, PhD
Hon. Eric Mikkelson
Hon. Donald Roberts
Vanessa Vaughn West
Dave White

Council of Advisors
Gary Anderson
Mary Birch
Dr. Andy Bowne
Pat Colloton
Dr. Stuart Day
Hon. Peggy Dunn
Hon. Ed Eilert
Jeff Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director
Julie K. Brewer

October 7, 2022

To: Wes Jordan, City Administrator

From: Julie Brewer, Executive Director

RE: 2023 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2023 Human Service Fund allocation recommendations. An electronic version of the 2023 Human Service Fund Recommendation Report is attached. Print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately $439,040. During 2023, allocations will benefit Johnson County residents who will be served through 19 programs recommended for grants. Thanks to your support, in 2021, programs receiving Human Service Fund grants provided over 158,000 units of service to more than 44,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants. **Prairie Village is requested to approve the recommendations and notify UCS no later than December 30, 2022.** After that date, the recommendations will stand as presented.

If you have any questions about the recommendations or process, please contact Christina Ashie Guidry at christinag@ucsjoco.org or (913) 689-2326. We appreciate your support of this county-wide partnership. Thank you.

CC: Nickie Lee, Jason Hannaman
Enclosure: 2023 Human Service Fund Recommendations Report

9001 W. 110th St., Ste. 100 • Overland Park, KS 66210
P: 913.438.4764 • F: 913.492.0197 • ucsjoco.org

United Community Services of Johnson County

Board Members
Roxann Kerr Lindsey, President
Kate Allen
Marshaun Butler
Joe Connor
Tara Eberline
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2023 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted $439,040 for the **Human Service Fund** (HSF) in 2023.

In 2023, HSF received twenty applications for funding and recommends funding support for nineteen. Three of these applicants are welcomed through the Small Grants Program, which provides grants of less than $5,000 for new, growing, and grassroots organizations working to build their footprint and grant capacity. Thank you for making this work possible!

The HSF offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is competitive and is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address work support services, emergency aid and shelter, child/adult abuse, child welfare, and health care. (*See* Appendix B for all funding priorities.)

Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year(s), and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2021, programs receiving HSF grants provided over 158,000 units of service to more than 44,000 Johnson County residents. In 2021, “units of service” included medical and dental appointments, mental health supports, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits.

Without a strong human service infrastructure to address issues such as unemployment, lack of childcare and transportation, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by December 30, 2022.

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2023 Human Service Fund Applicant History and Recommendations

Regular HSF Grant Applicant	2021 Grant	2022 Grant	2023 Recommended	Program Description
CASA of Johnson & Wyandotte	$48,000	$50,000	$45,000	Child Advocacy: court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas*	$70,000	$68,500	$68,500	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro*	$25,000	$25,000	$25,000	Safety net services for low-income, under/uninsured households: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	$5,000	$5,000	$10,000	Fostering Prevention: One-on-one services in the home with at-risk families to support behavioral and emotional management, stabilize housing placement, and reduce the need for foster care.
Growing Futures EEC*	$9,000	$19,398	$19,398	Scholarships for pre-kindergarten wraparound childcare fees for low-income families, supporting full-time education/employment of caregivers and kindergarten preparedness.
Habitat for Humanity	–	–	$5,000	Neighborhood Revitalization: minor home repair, critical home repair, and home weatherization projects for low-income clients, who provide “sweat equity,” to support home retention and safe and adequate housing.
Harvesters	$15,000	No request	No request	BackSnack and Kids Café programs provide food for low-income school children for weekends and meals in afterschool locations and summer sites.
Health Partnership Clinic*	$49,500	$49,500	$49,500	Health care, dental care, and behavioral healthcare, through a medical home model, for uninsured and low-income Johnson County residents.
Hillcrest Ministries of MidAmerica*	No request	$10,000	$10,000	Transitional housing for youth, single adults, and families experiencing homelessness; case management, budget counseling, and supportive services.
Inclusion Connections	–	$5,000	No request	Life skill, education, and employability training at sliding scale fees for low-income young adults with developmental disabilities to support long term employment and quality of life.
JoCo IHN	$9,000	$9,000	$8,000	Case management, including shelter for single women and families with children experiencing homelessness.
Kansas Children's Service League*	$20,280	$20,340	$20,340	Healthy Families Program: Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
Kansas Parents as Teachers (KPATA)	–	–	$5,000	Bright Futures: an in-home assistance program providing developmental, social-emotional, and health screenings for children and resources for families to support family health and reduce the need for foster care.
KidsTLC	$18,500	$17,500	$17,500	Thriving Families: Crisis counseling, parent education, and assistance navigating health and mental healthcare, housing, and resources to support positive family outcomes.
Metro Lutheran Ministries	–	$0	$0	Short-term case management and emergent assistance for households at-risk of homelessness.
NCircle*	$19,696	$19,696	$19,696	Training and Employment Services: skills training, certification, financial literacy, mentorship & job placement assistance for clients in Department of Corrections custody and/or on supervision.
SAFEHOME	$21,000	$21,000	$22,310	Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army Family Lodge (Olathe)	$20,000	$25,000	$25,000	Transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management utilizing strengths-based case management.
Sunflower House*	$42,500	$46,898	$46,898	Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.

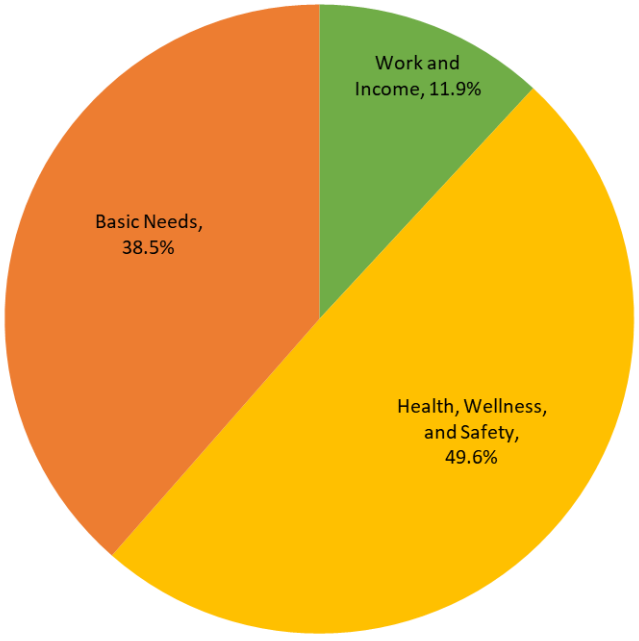
Subtotal Regular HSF Grantees	$371,776	$391,832	$397,142	Funds recommended for human service programs serving Johnson County residents.
Subtotal Small HSF Grantees	–	$18,998	$14,898	HSF Small Grant program recommendations itemized in the chart below.
UCS	$26,000	$27,000	$27,000	Fee for administration of HSF.
Total	$397,776	$437,830	$439,040	The 2022 federal poverty level for a family of three is $23,030.

*Applicants are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2022 and 2023 *and* the returning grantee met requirements of continued performance, timely semi-annual reporting, and affirmed that it wishes to continue substantially the same program at the same level of funding in calendar year 2023.

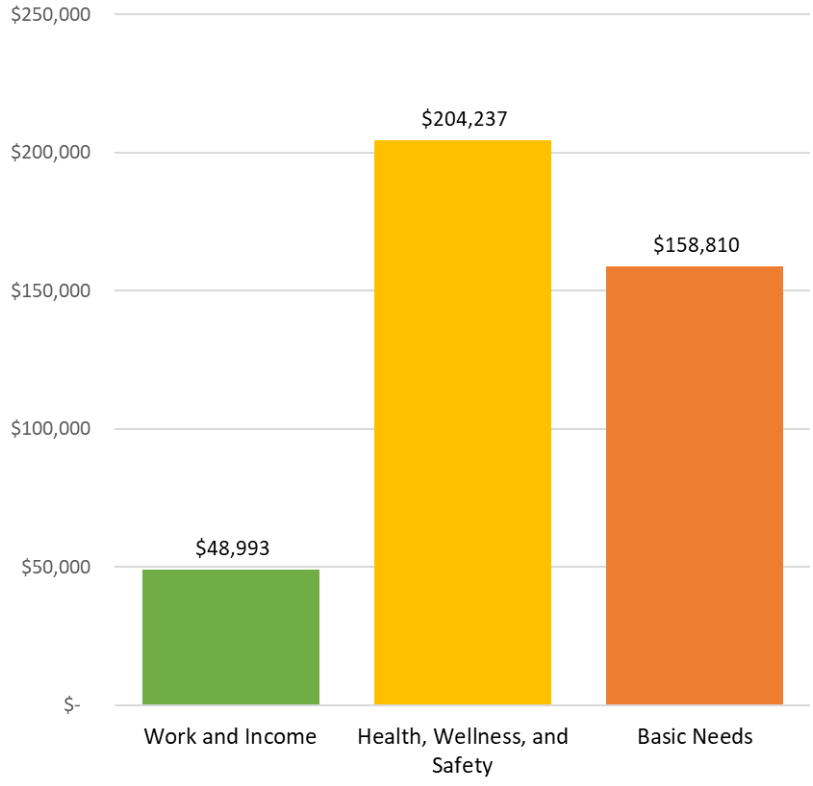
HSF Small Grant Applicant	2022 Grant	2023 Recommended	HSF Small Grant Program Description Small grants new beginning in 2022, grants in amounts <$5,000
Community Center of Shawnee	**$4,500**	**$4,900**	Food pantry, clothing, and emergency financial assistance for shelter, fuel, utilities, healthcare, and transportation to support basic needs, healthcare access, and employment in Johnson County.
Gateway of Hope	**$4,500**	**$4,999**	Sisters of Hope/Hermanas en la Esperanza: mental and behavioral healthcare to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services with services provided in English and Spanish.
HopeBuilders	**$4,999**	**No request**	Supports adequate housing and retention of affordable housing stock by providing accessibility modifications and home repair for older adults and individuals living with disabilities in Johnson County.
Pathway to Hope	**$4,999**	**$4,999**	Reclamation Clubhouse empowers individuals diagnosed with serious mental illness to secure and maintain stable employment and self-sufficiency through job training, transportation, work tools and attire, and employment support in Johnson County.

Distribution of Human Service Funds by Program Type

Total Recommended Grants in 2023: $412,040



Human Service Fund: Funding by Program Type



2023 Human Service Fund (HSF) Recommendations

2023 HSF *Small Grants* Recommendations

HSF Small Grants were developed and launched in 2022 after consultation with and agreement of contributing jurisdictions. HSF Small Grants are for amounts less than $5,000 for agencies that are new, growing, or grassroots and working to build their footprint and grant capacity in Johnson County. Like regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (*see* Appendix B), including funding priorities, eligibility criteria, and reporting requirements. $14,898 in total funding is recommended for applicants to the HSF Small Grants for 2023.

Community Center of Shawnee

$4,900 Recommendation

Funding is recommended to support transportation assistance and food pantry services to decrease food insecurity and increase self-sufficiency of Johnson County residents as part of the emergency assistance program, which includes food, clothing, holiday meals, school supplies, transportation assistance, and shelter. Community Center of Shawnee serves low-income clients. Transportation is a recognized barrier to employment and healthcare access in Johnson County.

2023 Results Projected: Reduction of food insecurity in Johnson County through the provision of food and increase in transportation supporting employment, employment retention, and access to healthcare by Johnson County residents.

Gateway of Hope

$4,999 Recommendation

Funding is recommended to subsidize the Sisters of Hope/Hermanas en la Esparanza program, which provides sliding scale and free quality mental health and behavioral healthcare to low income, under- and uninsured women in Johnson County, with an emphasis on Latina women and other women of color. Services are provided in English and Spanish. Access to mental and behavioral healthcare services are an acute need for low-income women in Johnson County.

2023 Results Projected: Increased access to mental health and behavioral healthcare for low-income and under- and uninsured women; reduction of depression and anxiety among clients; increase in work attendance and productivity among clients; and decrease in work absences among clients.

Pathway to Hope

$4,999 Recommendation

Funding is recommended to support the Reclamation Clubhouse, the local chapter of a national program, which provides a day program and free education and employment training as well as work tools, clothing, and transportation for adults with a diagnosis of serious mental illness to support stable employment and self-sufficiency.

2023 Results Projected: Clients will obtain employment skills resulting in employment; clients will report job satisfaction and will maintain employment.

2023 HSF Regular Grants Recommendations

Note: applicants designated with an asterisk (*) are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2022 and 2023 *and* the returning grantee met requirements of continued performance, timely semi-annual reporting, and affirmed that it wishes to continue substantially the same program at the same level of funding in calendar year 2023.

CASA of Johnson and Wyandotte Counties

$45,000 Recommendation

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation, including safety, mental health, education needs, etc. The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Trained CASA advocates provide an average of 12,000 hours of advocacy time *per month* on behalf of children in need of care. Their court reports support judges' critical decisions about where children should live and what services should be court-ordered.

2023 Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school. CASA anticipates serving 375 Johnson County children during 2023.

Outcomes achieved during 2021: 332 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 99% of children served by CASA had a stable adult presence through their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 85% graduated.

Catholic Charities of Northeast Kansas*

$68,500 Recommendation

Second year funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two locations inside of Johnson County. The program provides direct assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing, and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2023 Results Projected: During 2023, the agency anticipates serving 14,200 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. 75% of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed need and capability.

Outcomes achieved during 2021: 16,754 Johnson County residents were served through 44,446 service encounters, including 16,414 visits for food assistance. Direct financial assistance enabled 953 individuals to maintain safe housing for at least 30 days. 912 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. 88% of households who received direct financial assistance completed a financial assessment with their case manager and 79% of households who received financial assistance also completed financial literacy education with one-on-one budget coaching with more than two-thirds of clients participating in the Family Financial Transformations program reporting lasting improvement in their financial stability and emotional outlook.

El Centro, Inc.*

$25,000
Recommendation

Second year funding is recommended for El Centro's Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

2023 Results Projected: During 2023, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

Outcomes achieved during 2021: 2,689 unduplicated Johnson County residents were served through 3,508 service encounters. In 2021, El Centro supported clients in COVID testing and vaccination and assisted clients in applying for assistance through the Kansas Emergency Rental Assistance program. Clients' immediate basic needs were met through El Centro's support: 108 households received utility assistance and were able to maintain utilities for minimum of 30 days; 103 households received rental assistance. 211 individuals completed financial empowerment classes. 45 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and 727 supported in completing income taxes. 441 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 240 enrolled in KanCare with assistance; 964 were assisted in filing income taxes. El Centro also provided educational videos on social media related to healthy eating, budgeting, and COVID-19 with total view exceeding 70,000 in 2021.

FosterAdopt Connect

$10,000
Recommendation

An increase in funding of $5,000, for a total of $10,000, is recommended for a new program at FosterAdopt Connect: the Fostering Prevention program. The Fostering Prevention program is an intensive in-home support program that utilizes Motivational Interviewing and the Nurturing Parenting Program model to increase the capacity of at-risk families to meet the needs of their children with the intent to stabilize housing placement and reduce the need for foster care. As of May 2022, Johnson County had nearly 600 children in foster care with an average stay of 22 months. Supporting families and avoiding cost of foster care results in a significant return on investment on the overburdened foster care system as well as improved long-term outcomes for children and families.

2023 Results Projected: In 2022, FosterAdopt anticipates serving 36 Johnson County families through the intensive program to increase the capacity of parents/caregivers to meet the needs of their families through improved parenting skills, minimize placement disruptions for families – supporting families in remaining together where possible.

Outcomes achieved during 2021: In 2021, HSF funded a different program at FosterAdopt Connect - *Family Advocacy Services*; through that program, 264 children and adults, were served, 50 of whom were Johnson County residents. 96% of families developed and maintained an action plan within 30 days of initial contact and 89% of families demonstrated increased access to resources and knowledge through having indirect advocacy needs met within three business days.

Growing Futures Early Education Center*

$19,398
Recommendation

Second year funding is recommended for Growing Futures' Scholarship Assistance for the Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5:30 p.m. 2021 research by The Family Conservancy and Mid-America Regional Council indicates that affordable childcare is an acute need in Johnson County and the surrounding region in order to support return to full-time employment by primary caregivers. Due to COVID shutdowns in 2020, Johnson County permanently lost 1,084 childcare slots.
Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to support self-sufficiency including connection to health, nutrition, social services, mental health services, parental education and parenting events.

2023 Results Projected: All supported families have income at or below the federal poverty level and require full day childcare to obtain employment and/or complete educational goals; all supported families have been adversely impacted financially during the COVID pandemic. Through the extended WAC program, Growing Futures will provide over 4,500 hours of care for enrolled children, serving an estimated 66 Johnson County residents. With Growing Futures, children will maintain daily attendance, supporting caregivers in maintaining employment and/or education. Families will engage in family counseling and support with Growing Futures, resulting in families achieving at least one

large family goal, based upon family determined strengths and needs. Despite the financial hardship of families, children will remain enrolled in the program to ensure they obtain a high quality HeadStart education, which children will demonstrate by achieving kindergarten-readiness as demonstrated by the Child Observation Record scores and Bracken School Readiness Assessment.

Outcomes achieved during 2021: 29 children and their families, a total of 66 residents, received short-term help or fee subsidies that allowed children to remain in quality full-time daycare while caregivers worked or remained in school. Growing Futures hosted a vaccination clinic in 2021 and provided additional support for school supplies, food, and winter clothing for students; no children left the program due to inability to pay fees in 2021. 83.5% of families took steps toward completion of a large family goal, such as learning English, purchasing a first home, or working toward a G.E.D. 97.5% of children achieved kindergarten readiness.

Habitat for Humanity Kansas City

$5,000 Recommendation

Funding is recommended for a new applicant, Habitat for Humanity Kansas City's Neighborhood Revitalization: Home Preservation Program, which supports home retention and safe and adequate housing through home maintenance assistance. The Home Preservation Program provides minor home repair, critical home repair, and home weatherization. All clients are low-income and engage in "sweat equity" as well as financial literacy counseling as part of the program. This program also provides energy audits and education. Retention of existing housing stock through home repair and modification is highlighted as a need in Johnson County in the Johnson County Housing Study. Currently, Habitat has a waitlist of more than 125 Johnson County families in need of assistance from the Home Preservation Program; Habitat is a member of the Johnson County Home Modification Coalition and has a 5-year strategic plan to address home repair needs in the region.

2023 Results Projected: Habitat anticipates growing the number of Johnson County homes served from 4 in 2020 to over 100 in 2023. Clients will see reduced energy cost, reported improvement in home safety and adequacy, reported improvement in health, and extend the time they are able to remain in their homes.

Health Partnership Clinic (HPC)*

$49,500 Recommendation

Second year funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. Funding helps to support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low-income, and the majority are uninsured or publicly insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center; it utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2023 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, and patients continue to utilize HPC as their health home. During 2023, HPC anticipates serving 9,394 Johnson County residents through 25,251 patient office visits or encounters.

Outcomes achieved during 2021: 7,450 Johnson County residents were served through 15,997 patient office visits and/or clinical encounters. Over 90% of patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient. HPC opened a school-based service site in the Shawnee Mission West High School that will provide important access to additional clients in Johnson County.

Hillcrest Ministries of MidAmerica*

$10,000 Recommendation

Second year funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families Program. Transitional housing for homeless youth, up to age 24, families with children, and single adults will be provided in seven apartments located in Overland Park. Hillcrest uses either the U.S. Housing and Urban Development or McKinney-Vento definition of homeless and clients are at or below federal poverty guidelines. The program provides housing and food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.

2023 Results Projected: 30 homeless children, youth, and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving and education goal and adults will maintain or improve employment.

Outcomes achieved during 2021: Hillcrest did not apply for funding in 2021 from the Human Service Fund. In 2020, 30 residents of Johnson County were served through transitional housing and completed individual service assessments. Each client completed at least one achievement goal identified in their individual service assessment. Of those, three youth worked toward achieving education goals and 12 adults improved and maintained employment.

JoCo IHN (Previously, Johnson County Interfaith Hospitality Network)

$8,000 Recommendation

JoCo IHN provides shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness. Area congregations provide shelter and meals at congregational sites on a rotating schedule while JoCo IHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to support case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. JoCo IHN has over 3,000 volunteers and partnerships with 36 faith congregations.

2023 Results Projected: During 2023, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50% will move into homes of

their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

Outcomes achieved during 2021: During 2021, 43 Johnson County residents accessed 1,691 nights of shelter, fewer clients than anticipated. Clients were sheltered primarily in motel rooms, due to COVID precautions, rather than with congregations. This made case management more challenging than in prior years and fewer clients than anticipated successfully completed the program. 38% of families moved into homes of their own or transitional housing within four months and 82% reported increasing their income by 25% or more while in the program. 98% of volunteers trained in 2021 reported increased awareness of human service needs in the community.

Kansas Children's Service League (KCSL)*

$20,340
Recommendation

Second year funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. In 2021, KCSL expanded services to families through creative outreach, including "porch" visits and picking up and dropping off emergency assistance items. Funding is also recommended for the $540 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as a link to My Resource Connection when other services are needed.

2023 Results Projected: During 2023, 250 Johnson County individuals are expected to be served. Anticipated outcomes include: families will not have any substantiated child abuse or neglect while in the program; children will be covered by health insurance and current on immunizations; and children will have had a developmental screen in the last six months (or are already receiving services for developmental delays).

Outcomes achieved during 2021: 205 Johnson County residents were served. 99% of the families served remained free from substantiated abuse and neglect while in the program and 88% of children were up to date on immunizations. 100% of children enrolled for at least six months had health insurance and 87% had a developmental screening.

Kansas Parents as Teachers Association (KPATA)

$5,000
Recommendation

Funding is recommended for Kansas Parents as Teachers Association (KPATA), a new applicant to HSF, for the Bright Futures program, an intensive in-home program providing developmental, social-emotional, and health screenings for children and supports and connection to resources for at-risk families referred by the Department of Children and Families. Regular home visits provide over 105 hours of in-home support per year per family. This program supports family health, helps alleviate poverty, and reduces child abuse and family displacement, reducing the burden on the foster care system, reducing costs to the legal system of increased Child in Need of Care cases, and resulting in better

outcomes for families and children.

2023 Results Projected: During 2023, 15 Johnson County families (estimated 60 individuals) will be served through approximately 1,575 hours of home visits. As a result of this intensive program, children will be able to remain in home and families will complete home visits and have increased access to needed services.

Outcomes Achieved during 2021: KPATA did not receive Human Service Funds in 2021; however, KPATA reports that 93% of the children in this program were able to remain in home, avoiding possible displacement to alternative care such as foster care, and 46% of families completed at least eight home visits in the first 3 months of enrollment in the program.

KidsTLC

$17,500
Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who face behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing, and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2023 Results Projected: KidsTLC estimates serving 500 Johnson County residents through this program. Program results include clients will experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

Outcomes achieved during 2021: Through crisis intervention, housing support, and health navigation, the Thriving Families program served 417 Johnson County residents as well as 292 (not unduplicated) individuals through the Que Onda Familias educational platform. 77% of clients reported an increase in knowledge of their needs and resources available and 56% of families reported following through with referrals within one week of referral. Families were referred to KidsTLC services, including outpatient, respite care, intensive outpatient, Strengthening Families, Kansas Parents as Teachers (KPATA), CARES parent education, and more.

NCircle DBA Cultivate, Inc.*

$19,696
Recommendation

Second year funding is recommended for NCircle for the Digital Literacy and College of Trades programs which provide skills training, certification instruction, financial education, job placement, and mentorship for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. In an expansion of this program, NCircle collaborates with partners and Johnson County Community College to provide college credit courses and community college support for clients. Through these programs, new life skills, employment training, and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period). Program participants

demonstrate increased rate of employment, increased income, decreased recidivism, and decreased new charges.

2023 Results Projected: NCircle plans to serve 80 Johnson County residents through this program. Participants will increase their workplace skills and digital skills, increase the number of persons with in-demand workforce credentials in Johnson County, and demonstrate a reduction in recidivism and costs to the County.

Outcomes Achieved in 2021: NCircle served 83 individuals through 2,223 hours of instruction and case management. Clients of the program earned 153 certificates through the College of Trades program, such as OSHA 10, Construction Basics, Welding, Shop Blueprint, Customer Service, Skills for Professional Assistants, MS Word, MS Excel, and Forklift certificates. Upon completion, 83% of clients were able to identify job stabilizing social supports and assistance; 85% of participants demonstrated increased digital literacy and computer skills, and 76% of clients graduated with the skills required for their desired occupation. Program graduates also had reduced recidivism as compared to non-program participants – 91% of program graduates had no revocations, 96% had no new charges, and 100% had no new convictions.

Safehome

$22,310
Recommendation

Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended for case management to support Safehome clients living in its emergency shelter. Safehome clients are provided case management as well as therapy, legal services, hospital advocacy, and a hotline. This is a new program for HSF funding; previously, HSF supported an economic empowerment program focused on financial literacy, workshops, and employment assistance. Employment assistance and financial literacy will continue to be supported through case management services for shelter clients.

2023 Results Projected: Safehome will provide emergency shelter to 100 Johnson County residents. Residents will transition from Safehome to permanent housing and remain housed; residents will increase financial independence and stability; and will increase their knowledge about domestic violence, safety plan and improve mental health through therapy.

Outcomes achieved during 2021: In 2021, the Human Service Fund supported SafeHome's economic empowerment program; 68 Johnson County residents participated in the economic empowerment program with 92% of clients in shelter for at least 4 weeks identifying barriers to employment and 100% of clients working on financial independence reporting gaining knowledge about financial abuse during their time at SafeHome.

Salvation Army Family Lodge - Olathe

$25,000
Recommendation

Funding is recommended to assist low and very-low-income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (with a maximum stay of 180 days in some circumstances). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2023 Results Projected: In addition to providing safe shelter, outcomes will include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.), moving into transitional or permanent housing, and children beginning or continuing to receive daycare services as a work support for guardians. The Family Lodge anticipates serving 125 Johnson County residents; the Family Lodge notes that due to the high and rising cost of housing in Johnson County, it is harder for clients to identify housing and transition out of shelter, consequently, families are staying longer, on average, with the Family Lodge.

Outcomes achieved during 2021: The Family Lodge provided 21,010 nights of shelter, meals, and hygiene kits to 109 Johnson County residents. 96% of families exiting the program moved into transitional or permanent housing. 100% of eligible families applied for and received mainstream services (medical assistance, childcare subsidy, WIC, and SNAP). 89% of participants who successfully completed the program increased their skills or income.

Sunflower House*

$46,898 Recommendation

Second year funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. Sunflower House provides child-based education and mandated reporter training free of charge; without grant support, these programs are not sustainable. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe,* a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

2023 Results Projected: Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. Sunflower House has added Spanish-based mandated reporting and is developing an online training academy to provide mandated reporter training to local school districts. The agency anticipates reaching 25,000 Johnson County residents during 2023.

Outcomes achieved during 2021: 12,873 Johnson County residents were served. In post-program surveys, 97.25% of children indicated they would report unwanted contact, including physical touches and electronic communications. 99% of adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information and 99% said they would monitor the electronic communications of children more closely.

APPENDIX A

2023 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	$151,500
De Soto	$2,880
Edgerton	$2,500
Gardner	$7,250
Leawood	$18,000
Lenexa	$22,350
Merriam	$10,000
Mission	$10,000
Olathe	$70,000
Overland Park	$94,000
Prairie Village	$10,000
Roeland Park	$6,060
Shawnee	$30,000
Spring Hill	$2,500
Westwood	$2,000
Total from County Government & Cities	**$439,040**
UCS Administration	$27,000
Total Available to Allocate	**$412,040**

2023 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Janet Barrow, *Committee Chair*, WaterOne
- Marshaun Butler, St. Luke's Hospital, Crittenton Children's Center
- Mickey McCloud, Johnson County Community College
- Eric Mikkelson, Mayor, Prairie Village
- Don Roberts, Mayor, Edgerton

UCS Council of Advisors

- Pat Colloton
- Hon. Steve Tatum (ret'd), 10th Judicial District Court

Staff support: Christina Ashie Guidry, UCS Director of Resource Allocation

APPENDIX B

2023 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety.

FUNDING PRIORITIES 2023

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, education/training, work, and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address emergency aid and shelter, adequate housing, child/adult abuse, child welfare, health and mental health, work support services such as transportation, childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices, or promising practices, or replicate a successful model.
- build the capacity of neighborhoods and local jurisdictions to support equity in the social determinants of health.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e., may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and, if requesting $5,000 or greater in HSF funds, an independent certified audit of the previous year's financial records, or, if total agency revenues were less than $250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.

- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
    - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
    - primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
    - clearly define and measure outcomes for participants.
    - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
    - offer county-wide services or fill a gap which results in county-wide benefit.
    - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.

ADMINISTRATION DEPARTMENT

Council Meeting Date: December 5, 2022
New Business Agenda

COU2022-77: Consider 2023 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2023 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of $44,000 from the 2023 Community Programs Budget.

BACKGROUND

State Statutes require that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol or drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County formed a grant review process that provides a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions.

The Council makes recommendations to cities for the expenditure of their funds. The City has ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. The 2023 budget included an allocation of $44,000 from the Special Alcohol Fund, the same amount as in 2022. Information about the agencies requesting funds and the funding recommendation for the City of Prairie Village is attached.

FUNDING SOURCE

Funding is included in the 2023 budget for the Parks and Community Programs.

ATTACHMENTS:

- 2023 Alcohol Tax Fund Recommendations Cover Letter
- 2023 Alcohol Tax Fund Confirmation Memo
- 2023 Alcohol Tax Fund Recommendations Report
    - Appendix A – Funding Priorities
    - Appendix B – Review Committee Members

Prepared By: Jason Hannaman, Finance Director
Date: November 29, 2022

United Community Services of Johnson County

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Janet Barrow, EdD
David Brown
Marshaun Butler
Joe Connor
Erik Erazo
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Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director
Julie K. Brewer

Date: November 4, 2022
To: Wes Jordan, City Administrator, Prairie Village
From: Julie K. Brewer, Executive Director
Re: Allocation of 2023 Alcohol Tax Fund

2023 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), supported by United Community Services, has prepared and approved the recommendations for allocation of 2023 Alcohol Tax Funds (ATF). The recommendations are in line with expectations under KSA *79-41a04*. The enclosed electronic report is submitted for the City of Prairie Village's consideration. The DAC is an advisor to the City on the expenditure of these funds. **Together, Johnson County Government and ten cities committed $2,170,427 for 2023 ATF**.

The City has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests the City confirm its acceptance of these recommendations and the County's funding distributions as stated on the distribution chart. *UCS, the DAC and ATF grant recipients understand that distribution of City funds may be altered should Kansas tax policy change, or revenues are not received by the City as expected.* **Enclosed is a verification statement which we request be signed and returned to UCS by December 30, 2022.**

Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, De Soto, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. The UCS/DAC administrative cost of approximately 5% is prorated among all jurisdictions.

Thank you for your continued support of this allocation process, which matches public resources to services that address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents. In 2021, approximately 49,000 residents benefited from ATF supported programs. Please contact me or Christina Ashie Guidry if you have questions.

CC: Nicole Lee, Jason Hannaman

Enclosures: 2023 Alcohol Tax Fund Recommendations Report
2023 Alcohol Tax Fund Distribution Spreadsheet
2023 Alcohol Tax Fund Recommendations Verification

9001 W. 110th St., Ste. 100 • Overland Park, KS 66210
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United Community Services of Johnson County

DATE: November 4, 2022
TO: Wes Jordan, City Administrator, Prairie Village
FROM: Julie K. Brewer, Executive Director
RE: 2023 Alcohol Tax Fund Recommendations and Distributions

The Drug and Alcoholism Council (DAC), supported by United Community Services (UCS), have approved recommendations for allocation of 2023 Alcohol Tax Funds (ATF). With the understanding that distribution of ATF dollars may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City's acceptance of the 2023 ATF Recommendations Report, and agreement to distribute 2023 ATF dollars as stated on the Alcohol Tax Fund Distribution chart included with this memo.

Please sign this memo and return it by postal mail or email to UCS by **December 30, 2022.**

Contact Christina Ashie Guidry if you have any questions (christinag@ucsjoco.org).

Thank you.

2023 Alcohol Tax Fund Recommendations Verification

The City of Prairie Village accepts the 2023 ATF Recommendations Report as submitted by the DAC and UCS. With the understanding that distribution of ATF dollars may be altered should Kansas tax policy change or revenues are not received by the City as expected, the City agrees to distribute funds as stated on the 2023 ATF distribution chart provided by UCS on behalf of the DAC.

Name: _____

CC: Nicole Lee, Jason Hannaman

United Community Services of Johnson County

Board Members
Roxann Kerr Lindsey, President
Kate Allen
Marshaun Butler
Joe Connor
Tara Eberline
Erik Erazo
Rev. Adam Hamilton
Robin Rollins Harrold
Thomas Herzog
Donna Lauffer
Patty Markley
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Tom Robinett
Clint Robinson
Carol Sader
Brad Stratton
Charlie Sunderland
Hon. Stephen Tatum
David Warm

Executive Director
Julie K. Brewer

2023 ALCOHOL TAX FUND RECOMMENDATIONS REPORT
DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

Participating jurisdictions: Johnson County, De Soto, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee

Since 1980, the Drug & Alcoholism Council of Johnson County (DAC), supported by United Community Services of Johnson County (UCS), has worked in partnership with Johnson County government and cities to recommend allocation of Alcohol Tax Fund (ATF) dollars in accordance with Kansas state statutes.

The recommendations report is a result of DAC grant review and evaluation processes. The purpose of the grant review process conducted by DAC is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification, treatment, and recovery programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through treatment and recovery is vital to reducing drug and alcohol use and addiction; this continuum of services lowers healthcare costs; reduces crime and child abuse and neglect – lowering associated public costs; and increases productivity in employment.

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs "whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers" (KSA 79-41a04).

The DAC's grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The recommendations are guided by funding priorities which are reviewed and approved by the DAC annually. Every three to five years the priorities are developed through a formal planning and research process that includes input from key stakeholders, a review of current literature, and analysis of indicator data in Johnson County. In 2021-22, UCS conducted this formal planning process and the DAC established funding priorities for the 2023-2028 grant cycles. The Funding Priorities Report is available on UCS' website. It includes a description of the methodology and a summary of the information reviewed.

The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. Jurisdictions are asked to accept the recommendations by no later than December 30, 2022. Together, Johnson County Government and ten cities committed **$2,170,427** for 2023 ATF (see page 20); this is a significant increase from contributions in 2021 and 2022 and is due to increased tax collections as pandemic-related closures have ended.

For the 2023 ATF grant cycle, twenty-three applications plus UCS administration fee total **$2,388,841** in funding requests. Despite an increase in contributions, due to increased reported need from applicants and strong applications, this is a highly competitive grant year. After reviewing applications, interviewing agencies, and deliberating, the DAC developed the following funding recommendations, which are organized in two sections: Education, Prevention, and Intervention; and Intervention, Treatment and Recovery.

For additional information, contact Christina Ashie Guidry, UCS Director of Resource Allocation, christinag@ucsjoco.org, 913.689.2326.

2023 Alcohol Tax Fund Requests and Recommendations				
Applicant	**2021 Allocation**	**2022 Allocation**	**2023 Request**	**2023 Recommendation**
EDUCATION, PREVENTION and INTERVENTION				
Blue Valley USD 229	$17,951	$11,186*	$70,031*	$10,031*
De Soto USD 232	$15,158	$20,979*	$20,979*	$20,979*
Olathe USD 233	$0	$0*	$0*	0*
Shawnee Mission USD 512	$0*	no request	no request	no request
Spring Hill USD 230	$14,141	$13,560	$13,560	$13,560
Boys & Girls Club	$14,141	$15,000	$25,000	$25,000
Cornerstones of Care	$70,703	$70,703	$80,000	$80,000
First Call	$64,105	$68,000	$60,000*	$60,000*
JoCo Corrections: Changing Lives	$0*	$1,000*	$0*	$0*
JoCo District Attorney: Juvenile Drug Court Diversion	$150,834	$88,410	$84,920	$84,920
Johnson County Mental Health (JCMH) Prevention Services	$168,274	$168,274	$213,185	$170,000
SAFEHOME	$23,071	no request	no request	no request
The Family Conservancy	$37,709	$40,000	$40,000	$40,000
Subtotal	**$576,087**	**$497,112**	**$607,675**	**$504,490**
INTERVENTION, TREATMENT and RECOVERY				
Artists Helping the Homeless	$28,281	$50,000	$75,000	$75,000
Friends of Recovery	$56,563	$60,000	$150,000	$60,000
Health Partnership Clinic	no request	no request	$80,590	$80,590
Heartland RADAC	$150,583	$159,734	$236,510	$225,000
JoCo Corrections: Vouchers Program	$3,350*	$6,500*	$12,900*	$12,900*
JCMH Adolescent Center Treatment	$238,648	$242,170	$242,170	$242,170
JCMH Adult Detoxification Unit	$273,314	$276,835	$276,835	$276,835
JCMH Dual Diagnosis Outpatient	$219,523	$223,044	$133,044*	$133,044*
KidsTLC	$44,981	$54,407	$59,617	$59,617
KVC Behavioral HealthCare	$32,995	$32,995	$70,000	$66,281
Lorraine's House	$18,854	$0	no request	no request
Mirror Inc.	$165,918	$176,000	$220,000	$210,000
Preferred Family Healthcare	$113,126	$120,000	$120,000	$120,000
Subtotal	**$1,468,689**	**$1,440,095**	**$1,676,666**	**$1,561,437**
Total	**$1,922,223**	**$1,898,797**	**$2,388,841**	**$2,065,927**
UCS Administration^	$102,000	$102,000	$104,500	$104,500
Total Funding Allocated	**$2,024,223**	**$ 2,000,797**		**$2,170,427**

*agency has ATF funds to carryover to the next fiscal year

^UCS voluntarily reduced its administrative fee in 2021 and 2022 in recognition of reduced alcohol by-the-drink tax collections

2023 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

Alcohol Tax Funds (ATF) support programs offered by public school districts and programs delivered by community-based organizations, the 10th Judicial District Court, and departments of Johnson County government. School-based programs are focused on preventing and reducing substance abuse and addressing risk factors associated with substance abuse, such as disruptive behavior, suicide, and truancy. Community-based programs help lower rates of substance abuse, which result in lower mental and physical healthcare costs and reduced costs for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and consider program type, outcome data, and accountability. Previously each district requested and received ATF support for AlcoholEdu. As a result of the Mental Health Center's agreement with EverFi, the company which owns AlcoholEdu, the cost of AlcoholEdu is reduced and it is now available to schools county-wide (public and private) and all districts have access to EverFi's online Mental Health Basics. In 2023, each school district will continue to report outcomes for AlcoholEdu, including knowledge gained and number of students served.

School District Programs

Each school district offers a unique mix of programs to its students and parents, and each district has a mix of funding to support these programs. Consequently, ATF recommended programs and fund allocation differ for each district. *In 2023, districts have planned funding requests for a fully in-person school year.*

Blue Valley School District

Request: $70,031* **Recommendation: $10,031***

The DAC recommends Blue Valley School District be awarded $10,031, which combined with $13,325 in carryover, will result in an ATF budget of **$23,356***, level funding with 2022. In its application, Blue Valley requested an additional $60,000 in funding for a new counselor for elementary students; the DAC has requested additional information, including identification of the evidence-based program or model to be utilized, methods for data collection, and a sustainability plan prior to recommending funding for that position. In 2023 at Blue Valley, ATF supports drug & alcohol coordinators who utilize Kansas *Communities That Care* (KCTC or CTC) survey results and school-based data to coordinate age-appropriate activities for all students. ATF funding allows for dedicated people in each building to educate and support drug and alcohol programming, review specific KCTC data, and carry out district plans and ATF goals. These coordinators, comprised of counselors, social workers, and psychologists, ensure fidelity and teacher training on district initiatives such as AlcoholEdu, Project Alert, Reconnecting Youth, *Signs of Suicide*, and sobriety support groups.

Results Projected: The overall goal is to help students make healthy choices both now and in the future by increasing protective factors while reducing risk factors. ATF funded activities will increase knowledge of substance abuse and available resources for education, prevention, and treatment of substance abuse; and increase students' resistance to social pressures related to substance/alcohol use. Coordinators will use data to plan programming that will reduce favorable attitudes towards substance use/abuse (measured by a continued reduction in use on the KCTC survey next year); add a healthy activities campaign to each middle and high school; and plan community events. There will be an increase in the number of students and families that use substance use evaluation and

treatment vouchers following a drug and/or alcohol infraction. During the 2023 school year, the district anticipates serving approximately 12,000 individuals through ATF supported programs.

Outcomes Achieved During 2021: In School Year 2021 (SY 2021) 12,861 Johnson County residents were served through the Blue Valley School District. The district reports growth in protective factors – supporting resistance to peer pressure and reduction in substance use - and reduction in vaping (13.7% to 1.8%) and marijuana use (6.9% to 1.2%) from 2016-21 based on the CTC. The district has also found implementation of mental health wellness programs and the *Signs of Suicide* program very effective; it provided 199 Suicide Risk Assessments in 2021 – with 66 of those completed immediately following *Signs of Suicide* lessons, at the request of students.

De Soto School District

Request: $20,979* **Recommendation: $20,979***

The DAC recommends the De Soto School District be awarded $20,979, level funding with 2022, which combined with $150 in carryover, will result in an ATF budget of **$21,129.*** The ATF funds will support substance abuse prevention instruction, specifically through *Too Good for Drugs*, health classes, AlcoholEdu, and *Vaping: Know the Truth*. In addition, the PRIDE Prevention Club (Students Against Destructive Decisions or SADD) will provide activities to engage students in learning strategies to make healthy choices and to avoid drug and alcohol abuse. ATF dollars also support a portion of the salary of social workers who are able to work with students, assess students for risk and provide referrals to outside agencies for additional support. Finally, ATF dollars support alcohol and drug screening for eligible students referred by building administrators.

Results Projected: The goal of this school program is education and prevention of substance use, reduction in drug and alcohol related offenses, and reduced cost of intervention. Students who participate in *Too Good for Drugs* will demonstrate increased knowledge about their ability to make good choices. Students participate in AlcoholEdu will demonstrate relevant knowledge gained. Students who use social work services will demonstrate an improved ability to resist using substances to cope and instead use other coping strategies/skills, thus deterring use of substances. The percentage of students who are categorized as "at-risk" will be equal to or less than those within Johnson County, as a whole. During the 2023 school year, the district anticipates serving approximately 12,064 students through ATF supported programs.

Outcomes Achieved During 2021: De Soto uses CTC results to identify higher risk areas to address (favorable attitudes toward drugs, peer influence, etc.); the *Too Good for Drugs* curriculum and AlcoholEdu utilize pre and post-assessments with demonstrated knowledge gained among students; approximately 30% of social worker caseloads are related to substance abuse, with 45 students reporting understanding the need to develop coping mechanisms to avoid substance abuse; and CTC results show a trend in reduction of tobacco use and vaping from 2018-2021.

Olathe School District

Request: $0* **Recommendation: $0***

The Olathe School District is not requesting new funds for ATF programming; the DAC recommends the district utilize its **$19,038*** in carryover in 2023. In 2023, the district is particularly focusing on reducing the perception of social benefits associated with substance use and increasing access to pro-social afterschool activities to provide students a safe, productive place to spend time and build

positive relationships. The district provides support for transportation to after school programs, such as Boys and Girls Club, and supports *The Spot*, an afterschool program developed in collaboration with the Olathe Police Department, Fire Department and Library. *The Spot* provides homework support, mentoring, videogaming, sports, and mechanical low-rider bicycle building to engage students in increasing protective factors and reducing risk factors for substance use. To further address substance use issues, the district will utilize resources and programming from support agencies, such as First Call, who also receives ATF dollars, to administer student drug assessments and host sobriety groups. Olathe School District also uses several programs to support education, prevention, and intervention, including AlcoholEdu, Project Alert, Second Step, *Guiding Good Choices*, and Botvin Life Skills to increase protective factors, including student social competency and problem-solving skills to prevent and reduce substance use.

Results Projected: These initiatives provide evidenced-based substance abuse prevention programs to increase student social competency and problem-solving skills. Students will complete pre and post-assessments for programs and demonstrate an increase in knowledge gained and in protective factors. For students for whom substance use is already at issue, the goal is intervention to increase student and family knowledge and utilization of available resources, and to reduce adolescent substance abuse that leads to addiction. During the 2023 school year the district anticipates serving 2,389 students through ATF supported programs.

Outcomes Achieved During 2021: In SY 2021, 2,267 Johnson County residents were served. 1,708 students participated in AlcoholEdu and reflected an average of an 11% knowledge increase across all metrics: "Know Your Influence," "Brain and Body", and "Smart Decisions". Students engaging in *Life Skills* courses showed a 10% increase in knowledge, based on pre and post-tests.

Spring Hill School District

Request: $13,560 **Recommendation: $13,560**

The DAC recommends the Spring Hill School District be awarded **$13,560**, level funding with 2022, to support *Peer Assistance and Leadership* (PAL), Character Counts, school counselors, and social workers at elementary schools; Project Alert, Students Against Destructive Decisions (SADD), health courses, school counselors, and social workers in middle schools; and AlcoholEdu, SADD, PAL, health courses, school counselors, and social workers in high schools.

Results Projected: The goal is prevention of substance use in students at all levels of education. As a result, students will show knowledge gained in three key areas, including: Know Your Influences, Brain & Body, and Smart Decisions. All PAL student leaders will be trained by a licensed PAL trainer and Johnson County Mental Health Center and will be equipped to support their peers in making positive decisions, increasing protective factors, and reducing risk factors throughout the district. The Kansas *Communities that Care* survey will also be utilized to demonstrate the effectiveness of the district's education, prevention, and intervention program. The social worker will continue to provide detailed reports based on the support given to students. Along with this support, the social worker will provide data regarding the number of students that were referred to other organizations for additional substance use assessment, intervention, and/or treatment. During the 2023 school year the district anticipates serving 2,845 students through ATF supported programs.

Outcomes Achieved During 2021: In SY 2021, 205 students engaged in AlcoholEdu; pre and post-assessments indicated knowledge gains across all metrics. PALs students received training about how to handle tough situations, including peer pressure to use drugs and alcohol, and when it is appropriate to involve adults in dealing with an issue. These PALs students then met monthly with peers to provide support, working with over 250 other students, including 56 who reported being impacted by substance use. The Mental Health Social Worker provided evaluation, referral, and counseling for mental health and substance use related issues. During SY 2021, the social worker met with 63 students in middle and high school; 41% of whom reported being impacted by substance abuse (themselves, family members or both). When appropriate, students were referred to outside therapy to further reduce their risk of future substance abuse or to counseling or treatment for substance abuse.

Note: Gardner Edgerton School District has not applied for ATF funding since 2015 but has access to AlcoholEdu through Johnson County Mental Health Prevention Services. Shawnee Mission School District did not request funding for 2023 but will continue utilizing AlcoholEdu and participates in quarterly meetings with other ATF funding recipients.

<u>Community-Based Programs</u>

Boys and Girls Club

Request: $25,000 **Recommendation: $25,000**

The DAC recommends the Boys and Girls Club be awarded **$25,000** for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe; this represents an increase, which will support delivery of services to additional students. The Boys and Girls Club moved to a new, expanded campus and is able to serve more students. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. SMART Moves has shown great impact in increasing awareness of the dangers of drug and alcohol use, increasing knowledge of how to resist peer pressure and media influences, and increasing self-esteem among participants. Boys and Girls Club has established relationships with corporate partners, such as Comcast, Sysco, Garmin, and Compass Minerals to support older youth with job experience opportunities. The Olathe School District provides transportation to the Club from Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

***Results Projected*:** The objective of SMART Moves is to prevent or delay the onset of alcohol and drug use as well as involvement in other risky behaviors by young people. This is accomplished by providing participants with the protective factors necessary to resist the influences toward negative behaviors and the confidence and knowledge to make informed positive decisions. Participants will demonstrate an increased knowledge of the dangers of alcohol and drug use, tools to resist peer pressure and media influence, and how to resolve conflict non-violently. Participants will self-report abstinence from drug and alcohol use. The organization anticipates serving 370 Olathe youth during 2023.

Outcomes Achieved During 2021: During 2021, 340 Johnson County youth were served. As indicated by pre and post-tests, 95% of program participants demonstrated an increase in knowledge of the dangers of alcohol and drug use. 95% of participants also increased their knowledge of the use of

tools and strategies to resist peer pressure and media influence and 95% demonstrated an increase in knowledge about how to resolve conflict non-violently.

Cornerstones of Care

Request: $80,000 **Recommendation: $80,000**

The DAC recommends Cornerstones of Care be awarded **$80,000** for the implementation of *Functional Family Therapy* (FFT); this represents an increase from prior years and supports increased costs in program administration. The FFT program is a short-term (12-14 sessions), evidence-based, in-home, intensive family-based treatment program for youth ages 11-17, who are at risk for substance use, including those with co-occurring mental health issues and those involved in child welfare or juvenile justice systems. Through FFT, families enhance protective factors and interrupt patterns that contribute to substance use. FFT is provided at no-cost to families; families are referred by Johnson County Juvenile Intake and Assessment Center, Court Services, Corrections, and schools.

Results Projected: The goal of this program is to divert youth from residential programs and justice-involvement. Following the completion of *Functional Family Therapy*, youth will demonstrate a decrease in delinquent behavior, including no violations of the law or new charges related to substance use and families will demonstrate improved family relationships. During 2023 Cornerstones anticipates serving 95 Johnson County residents whose problems are related to substance abuse.

Outcomes Achieved During 2021: During 2021, 93 Johnson County residents were served. All youth and parents completing a closing assessment reported improved family relationships as evidenced by reduced levels of conflict and improved communication. In addition, approximately 81% of youth who completed Functional Family Therapy during 2021 had no subsequent charges related to drugs and/or alcohol.

First Call Alcohol/Drug Prevention & Recovery

Request: $60,000* **Recommendation: $60,000***

The DAC recommends First Call be awarded $60,000, plus $18,000 in carryover from 2022 due to a staff position that was unfilled during part of 2022, for a total budget of **$78,000***. This total budget represents an increase over 2022 funding and includes $10,000 toward costs of naloxone, opioid overdose reversal medication. First Call will provide effective, no-cost prevention programming to children and youth at nine Johnson County school sites, naloxone (generic Narcan for opioid overdose reversal) to schools and other programs requesting it, recovery support (at First Call and virtually), and a 24/7 crisis call line. First Call's prevention programming includes the *How to Cope* program for families with a member who has substance abuse disorder; *Caring for Kids* program (psycho-educational program on effects of substance abuse disorder and establishing protective factors) at local schools; sobriety and life skills groups at local high schools, and virtually; Prevention Education Presentations for school-aged youth and the general community; and recovery support, clinical care, and a 24/7 hotline for the community. Within the Shawnee Mission, Olathe, and Blue Valley School Districts, First Call's programming reduces students' risk factors and increases their protective factors.

Results Projected: The overall goal is that participants lead safe, healthy lives and avoid substance use, misuse, and addiction. Participants in *How to Cope* and *Caring for Kids* will increase knowledge

of the harmful effects of alcohol, tobacco, and other drugs. Participants in *Life Skills Training* demonstrate positive change in knowledge and attitudes related to alcohol, tobacco, drugs and protective life skills. Participants in sobriety groups will sustain or increase motivation to change. Participants in Prevention Education will increase knowledge of the harmful effects of alcohol, tobacco and other drugs. Participants in recovery support will sustain or increase motivation to change and will show a decrease in severity of substance use disorder and its impact on other domains. First call anticipates serving 1,678 Johnson County residents in 2023.

Outcomes Achieved During 2021: During 2021, 1,967 Johnson County residents were served by the programs. Throughout 2021, 97% of *How to Cope* participants reported an increase in knowledge regarding the harmful effects of alcohol, tobacco, and other drugs; 97% of *Caring for Kids* participants reported an increase in knowledge regarding the harmful effects of alcohol, tobacco, and other drugs. 100% of *LifeSkills Training* participants in Johnson County demonstrated an increase in knowledge with an average increase of 13% in knowledge gained about the harmful effects of substance use and positive attitudes related to protective life skills. 87% of clients in recovery support sustained or increased motivation to change based on the Stages of Change Readiness and Treatment Eagerness Scale assessment tool and 61% of clients utilizing recovery support demonstrated a decrease in severity of substance use disorder based on Addiction Severity Index measurements.

Johnson County Department of Corrections: Changing Lives Through Literature

Request: $0* **Recommendation: 0***

The DAC recommends the Department of Corrections utilize carryover of **$5,630*** to support the *Changing Lives Through Literature* program *(*CLTL). CLTL is an alternative intervention program for moderate risk criminal defendants. Participants are under court-ordered supervision or contracts of diversion, and typically have histories of drug and/or alcohol use. For those on diversion, a criminal conviction can be averted with completion of CLTL and meeting other diversion conditions. The program uses literature, the majority of which addresses themes of substance abuse, to impact the lives of clients through reading, group discussion, and personal insight into thought patterns and behaviors. The program is free of charge and offered outside of traditional work hours. CLTL participants, judges, and probation officers read literature and participate in facilitated discussion which promote self-reflection and behavioral change.

***Results Projected*:** The goal of the program is to provide participants with a support structure and a pro-social activity with respected individuals in order to promote behavior change, deter offenders from deeper engagement into criminal justice system, and promote a reduction in supervision violations and offender recidivism as well as substance use. Participation supports the prevention of substance abuse as discontinued use of alcohol and drugs often creates idle time and boredom. Corrections anticipates serving 30 Johnson County participants during 2023.

Outcomes Achieved During 2021: During 2021, due to complications related to the pandemic, including the intermittent closure of local libraries, which serves as the location for CLTL sessions, and risks of in-person classes, CLTL was unable to offer any courses. Historically, CLTL has strong results with participants testing negative for alcohol and drug use, successfully completing the program, and remaining compliant with supervision (no new arrests or charges).

Johnson County District Attorney's Office: Juvenile Drug Court Diversion and Minor-In-Possession Programs

Request: $84,920 **Recommendation: $84,920**

The DAC recommends Johnson County District Attorney's Office be awarded **$84,920** to support Juvenile Drug Court Diversion, the Minor-In-Possession (MIP) program, and other clients who have drug/alcohol contract cases. The DAC commends Johnson County District Attorney's Office for obtaining diversified funding, resulting in a reduced request from ATF in 2022 and beyond. Participation in Juvenile Drug Court is offered to first-time offenders who present with substantial drug and/or alcohol issues. The eight-month program offers a higher level of supervision and closely monitors compliance with treatment. The MIP program is a non-court resolution of a police report indicating a juvenile has been in possession of alcohol. Drug/Alcohol contract cases are Intermediate Intervention for juveniles who have a drug/alcohol problem that require education, intervention, and/or completing random drug screens in addition to standard contacts. Supervision of diversion cases interrupts alcohol and/or drug use that has become problematic personally and legally for participants. The programs support clients in completing treatment and changing behavior.

Results Projected: The overarching programmatic goal is to help youth who are prone to relapse to develop tools to overcome substance abuse dependence. Youth will remain drug free and crime free. Youth will increase involvement in pro-social activities and improve their school grades. Parents will rate their child's compliance as increasing. During 2023, the DA's Office anticipates serving 500 Johnson County youth.

Outcomes Achieved During 2021: The programs served 349 Johnson County residents in 2021. Participants experienced increase in motivation to remain drug free as measured by improvement in school grades, involvement in pro-social activities, drug screens and parental feedback. The average semester GPA of a Drug Court client at the start of Drug Court was 2.8, and at the completion of Drug Court, the average semester GPA was 3.3. 74% of youths' drug screens were negative for all substances throughout supervision. 75% of clients in the Drug Court program successfully completed the program, 97% of clients in the Minor-in-Possession program successfully completed, and 88% of clients in the Drug and Alcohol program successfully completed the program.

Johnson County Mental Health Center, Prevention Services

Request: $213,185 **Recommendation: $170,000**

The DAC recommends Prevention Services be awarded **$170,000** in ATF funds, a slight increase over 2022 funding, to support the cost of AlcoholEdu ($55,000) for all school districts and schools, public and private, in Johnson County as well as staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education and training, and community engagement; and, other expenses associated with the Youth Leadership Summit and the *End the Trend* Campaign (use of social media for public service announcements about vaping). During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. Prevention Services consults with school districts, facilitates the Prevention Roundtable, and provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for high-risk families. Prevention Services also hosts *Café Conversations* with middle school families to provide

alcohol, tobacco and drug prevention education and is coordinating the Johnson County Opioid Prevention and Recovery Coalition.

Results Projected: The goal is to reduce substance use among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance use and by promoting the factors that minimize the risk of substance use. Youth Leadership Summit (YLS) participants and Teen Task Force (TTF) members will indicate an increased level of knowledge and confidence in their abilities and will indicate an increased level of knowledge and confidence in their action planning abilities as measured by self-report evaluation. Strengthening Families Program (SFP) parent participants will indicate an increased level of knowledge and confidence. Students using AlcoholEdu will see an average increase in knowledge across the five learning modules. Prevention Services will host at least 6 roundtable discussions sharing best practices in prevention, and participants will indicate an increased level of knowledge. Prevention Services will provide technical assistance to school districts to increase the participation rate of students taking the KCTC Student Survey. The *End the Trend Campaign* will receive wide reception on social media. During 2023, Prevention Services anticipates serving 3,075 Johnson County residents.

Outcomes Achieved During 2021: During 2021, 5,671 Johnson County residents were served by the programs. Students participating in AlcoholEdu across all Johnson County schools demonstrated an average increase of 20% across all learning modules. Participants in the *Youth Leadership Summit* reported an increase level of knowledge and confidence in their abilities to address issues related to alcohol, tobacco, and other drugs – 98% of middle school participants and 100% of high school participants. 100% of Strengthening Families Program participants reported an increase in knowledge, skills, and confidence to help strengthen their families. The *End the Trend* campaign received 731,804 impressions across social media platforms (Facebook, Instagram, and Snapchat).

The Family Conservancy

Request: $40,000 **Recommendation: $40,000**

The DAC recommends the Family Conservancy be awarded $40,000, level funding with 2022. ATF supports two programs: Substance Use Screening and Education and implementation of *Conscious Discipline* programming in four Johnson County childcare centers that serve families living at or below the federal poverty level. Those who screen positive for substance misuse receive substance use education as needed and are referred to community resources, when appropriate. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to reduce future risk of substance abuse.

Results Projected: Clients in counseling programs will successfully complete their treatment plan and report increased knowledge of harmful effects of misuse of substances. Clients who report they have a family member with substance misuse problems will report improved knowledge or experience attitude changes to support family health. Parents and teachers completing the *Conscious Discipline* program will maintain or show an increase in four of the seven "Powers/ Beliefs" which Conscious Discipline utilizes to help teach self-regulation (override impulsive and reactive tendencies), and which results in positive child guidance and responsiveness to needs of child. Further, parents and teachers will use multiple applications of the strategies they learn. During 2023, TFC anticipates serving 423 Johnson County residents.

Outcomes Achieved During 2021: In 2021, Family Conservancy served 587 Johnson County residents. Of clients who reported they had a family member with substance misuse problems, 90% increased knowledge or experienced an attitude change that supported the family's health. In addition, based on the Global Appraisal of Individual Needs (GAIN) bio-psychosocial assessment, 80% reported decreased symptoms. 80% of individuals participating in *Conscious Discipline* programming showed improvement in at least four of the seven Powers/Beliefs (perception, attention, unity, free will, acceptance, love, and intention), and 100% of parents and teachers who participated in family and caregiver classes indicated that they successfully applied strategies learned through *Conscious Discipline*. Upon completion of *Conscious Discipline* programming, 97% of participants demonstrated growth in a positive child guidance mindset – supporting preventive factors and reducing risk factors for substance misuse in the children in the care.

Treatment and Recovery

Alcohol Tax Funds are recommended to support twelve treatment and recovery programs delivered by community-based organizations and Johnson County Mental Health Center. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and consider type of programming, outcome data, and accountability (see Appendix A for more information).

Artists Helping the Homeless

Request: $75,000 **Recommendation: $75,000**

The DAC recommends Artists Helping the Homeless (AHH) be awarded **$75,000** for the 2023 ATF grant cycle; this represents an increase from 2022 to support expanded services in Johnson County. In 2022, AHH opened its first residential sober living facility in Johnson County. ATF supports the continued implementation of *Be The Change,* the organization's primary program which helps individuals experiencing homelessness to access services and address underlying conditions. ATF dollars support services for those who are dealing with substance abuse issues and identify as Johnson County residents or are experiencing homelessness in the county and are referred by Johnson County sources. AHH staff assess individual needs and advocate, transport, and provide follow-up as clients progress from agency to agency. ATF funds support services, direct assistance, and housing to facilitate recovery and reintegration as part of the continuum of treatment. Sober living, in addition to the new facility in Johnson County, is available through Bodhi House and Finnegan Place. Referrals to AHH come from hospitals, homelessness and recovery agencies, law enforcement, Johnson County Mental Health Center, and state mental health and aging services. The program uses "Housing First," Recovery Oriented Systems of Care (ROSC), and Strengths-Based Approach.

Results Projected: The goal of the program is for participants to maintain sobriety, reintegrate and lead fulfilled lives as contributing members of society, and to reduce the need and cost of substance use treatment and homelessness. AHH will assess, place and/or assist 190 unduplicated Johnson County residents and referrals from Johnson County sources who are or at risk of becoming alcoholics or drug abusers. The program will also provide Residential Recovery Services to 40 unduplicated Johnson County residents and referrals from Johnson County sources who are or are at risk of becoming alcoholics or drug abusers. 85% of graduating residents will go to independent living,

treatment, transitional facilities or another facility consistent with their recovery plan; at least 90% of residents will maintain sobriety throughout the program; and at least 80% of residents will gain and maintain employment or attain educational goals during the program.

Outcomes Achieved During 2021: AHH's provided housing and other intervention and recovery services to 166 individuals who were dealing with alcohol and substance use, and who were homeless and identified as Johnson County residents or were homeless in Johnson County. AHH clients had a 90% retention/successful discharge rate – reflecting sobriety of clients and successful discharge into secure housing for clients who participated in the reintegration program. All residential recovery clients were able to obtain basic medical and dental care through AHH, avoiding ambulance and emergency department room visits. No AHH clients had new law enforcement interactions; this significant reduction in recidivism results in significant cost-savings for local jurisdictions.

Friends of Recovery Association

Request: $150,000 **Recommendation: $60,000**

The DAC recommends that Friends of Recovery (FORA) be awarded **$60,000**, level funding with 2022. FORA requested a significant increase in funding to partially support a Recovery Center in Johnson County, where it would provide expanded case management, relapse prevention and support, and other services; the DAC has requested additional information, including a business plan, other partners, and sustainability plan prior to recommending funding for that project. Currently, FORA provides support to participants at the Oxford Houses of Johnson County to live productive, meaningful lives in recovery from substance abuse. Oxford Houses are self-sustaining, democratically run, transitional homes. Participants include adults who are experiencing homelessness or in danger of homelessness, individuals with mental health challenges, and adults recently released from incarceration. FORA's program includes case management, which is intended to reduce effects of trauma, including PTSD, among substance using individuals. FORA utilizes a peer mentorship model (alumni or current residents) to help newly-recovering residents. In 2021 and 2022, FORA provided extensive support for residents seeking rental assistance through the Kansas Emergency Rental Assistance program and hiring additional outreach coordinators.

Results Projected: The goal of the program is to increase awareness, positive activities, self-efficacy, and skill building with a Recovery Center model to allow those in recovery to remain alcohol and drug free. Participants will see improved recovery outcomes in the form of reduced relapse rate (6% in 2021 as compared to Oxford House national average of 21.9% and general population relapse rate of 40-60% as documented by the 2018 study by the National Institute on Drug Abuse), 90% will obtain and maintain employment, and clients will have successful reintegration through case management and additional training. FORA will open 2 new houses in Johnson County in 2023. During 2023, FORA anticipates serving approximately 960 Johnson County participants***.***

Outcomes Achieved During 2021: There are 42 Oxford Houses in Johnson County, with two new houses opened in 2021. 98% of clients maintained 12-step meeting attendance, with an average relapse rate of 6% across Johnson County houses – substantially below the general population relapse rate of 40-60%. 93.4% of residents obtained and maintained employment. FORA served 787 Johnson County residents in 2021.

Health Partnership Clinic (HPC)

Request: $80,590 **Recommendation: $80,590**

The DAC recommends that Health Partnership Clinic (HPC), be awarded **$80,590**; HPC is a new applicant to the ATF. ATF will support HPC's Substance Use Disorder Services, including partial funding for a psychiatric nurse practitioner providing Medication Assisted Treatment (MAT), a psychiatrist, and a substance use counselor. HPC is a Patient-Centered Medical Home and the only Federally Qualified Healthcare Center (FQHC) in the region and provides care for low-income and uninsured populations through primary care, dental care, and mental health and substance use related care. As a "medical home" HPC is uniquely equipped to address a full range of substance use and health concerns for its clients; individuals with a substance use disorder are more likely to have a serious medical or mental health issue and may be more susceptible to serious infections. HPC's approach to whole patient care results in cost-savings in treatment and comprehensive support for clients.

The Substance Use Disorder program provides early intervention and outpatient treatment for adults and adolescents, including up to 6 hours of programming per week for adolescents and 8 hours per week for adults. Treatment includes behavioral intervention, relapse prevention, social support and education in individual, group, and family therapy settings. The cost of treatment is provided on a sliding scale to accommodate financial need of clients. HPC utilizes the SAMHSA-endorsed Screening, Brief Intervention, and Referral to Treatment (SBIRT) tool during primary care visits and Hazelton's Living in Balance treatment (endorsed by National Institute on Drug Abuse) including cognitive-behavioral and experimental therapeutic methods for substance use disorder treatment. In substance use disorder treatment, HPC utilizes evidence-based Motivational Interviewing and MAT to support recovery of clients.

***Results Projected*:** In 2023, HPC projects serving 80 clients through 530 patient visits; patients will indicate that they are satisfied with the services they receive through post-treatment surveys. Patients without housing will be connected to housing resources. MAT services will be provided to patients who demonstrate a need with at least 70% of clients remaining in compliance with MAT medications. Patients successfully complete recommended treatment and remain sober.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)

Request: $236,510 **Recommendation: $225,000**

The DAC recommends that Heartland RADAC be awarded **$225,000;** this represents an increase over 2022 funding. The increased funding will support an additional recovery coach, direct client assistance, and increased costs of operations, resulting in a projected 25% increase in clients served. ATF supports personnel providing intensive case management (ICM) for Johnson County individuals with co-occurring substance abuse and mental health issues, who are experiencing homelessness or housing insecurity, and who need treatment or treatment-related services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery and eliminate barriers to success. When clinically appropriate, HRADAC assists clients in accessing care such as Medication Assisted Treatment (MAT). Recovery coaching, provided with case management and care coordination services, complements the clinical work of the ICM and helps clients engage in the recovery community.

Results Projected: The goal of HRADAC's program is to intervene with individuals who have substance use disorder and other co-occurring issues, stabilize them in their home community, and engage in recovery activities. When clients begin ICM typically they are experiencing homelessness and un-treated mental health and substance abuse issues. Therefore, results focus on accessing services and maintaining conditions in three areas of improvement – *housing*, *substance use*, and *mental health* services. *Housing* includes accessing safe transitional or permanent housing. *Substance use* includes engaging in treatment, recovery groups, and Recovery Oriented Systems of Care with a Recovery Coach. *Mental health* services focus is on accessing behavioral and mental healthcare services. During 2023, Heartland RADAC anticipates serving 125 Johnson County clients.

Outcomes Achieved During 2021: RADAC served 106 Johnson County residents in 2021. During 2021, 90% of ICM clients obtained transitional or permanent housing while receiving services with: 15% obtaining transitional, and 75% obtaining permanent housing. 96% of ICM clients actively worked on recovery issues. 62% accessed substance abuse treatment, 70% attended 12 step and other recovery groups, and 35% engaged in Recovery-Oriented Systems of Care activities with a Recovery Coach. Additionally, 19 individuals utilized MAT. RADAC clients also increased engagement with recommended mental health services to further support long-term recovery with an additional 26% engaged in mental health services after beginning treatment with RADAC, for a total of 71% of clients accessing mental health services since they began ICM.

Johnson County Department of Corrections: Voucher Assistance

Request: $12,900* **Recommendation: $12,900***

The DAC recommends the Department of Corrections be awarded $12,900, which in addition to the $3,000* in ATF funds carried over from 2022, provides a total of **$15,900*** for the Voucher Assistance program. This program supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC) and adults who are under Intensive Supervised Probation, House Arrest, or Bond Supervision, as well as clients who are graduating from the in-patient Therapeutic Community and require continued outpatient treatment. Evaluation and treatment services will be provided by providers who maintain licensure pursuant to the Kansas Behavioral Sciences Regulatory Board and who have demonstrated success in keeping clients engaged.

Results Projected: The goal of the Voucher Assistance Program is for clients to reduce or eliminate the financial barriers associated with accessing alcohol/drug evaluations and treatment in a timely manner. Adults who receive vouchers will obtain an evaluation within 30 days, initiate recommended treatment within 60 days post evaluation, and successfully complete treatment. Corrections anticipates serving 39 Johnson County clients during 2023.

Outcomes Achieved During 2021: During 2021, 22 individuals were served through 62 vouchers for services. 95% of offenders referred for an evaluation completed their initial substance use evaluation within 30 days of the voucher request being approved. 90% of those referred for treatment following an initial evaluation commenced treatment within 60 days of the completion of the substance abuse evaluation. Corrections notes that its recidivism data from 2017-2021 demonstrates a reduction in new arrests for drug-related offenses of 43%, which is attributed, in part, to addressing substance use disorders through intervention and treatment, including the voucher assistance program.

Johnson County Mental Health Center, Adolescent Center for Treatment (ACT)
Request: $242,170 **Recommendation: $242,170**

The DAC recommends **$242,170** in funding for Johnson County Mental Health Center's Adolescent Center for Treatment (ACT); this represents level funding with 2022. ACT is a 10 bed, residential substance use disorder treatment facility for adolescents ages 12-18. Each client receives a thorough bio-psychosocial assessment and receives an individualized treatment plan. Youth participate in over 50 hours of structured activities per week including at least 10 hours of clinical therapy hours. Activities include addiction and health education, anger management, 12-step meetings and recreation. Youth also attend academic programming during the school year. ACT is the only residential, community-based treatment center for adolescents in Kansas; the cost of residential treatment is significantly less than hospital, psychiatric residential, or detention facility stays.

Results Projected: The goal of ACT is that youth with substance use disorder begin their recovery in a safe and sober environment. Clients remain in treatment for a minimum therapeutic length of stay and receive a "successful completion" upon discharge. On discharge surveys, clients will rate the program favorably in areas of program quality and staff performance. During 2023, ACT anticipates serving 25 Johnson County youth in the residential program. ACT works with the Dual Diagnosis Outpatient Program (DDOP) to connect youth with outpatient services upon completion of inpatient treatment at ACT.

Outcomes Achieved During 2021: During 2021, 22 Johnson County youth were served. 70% of first time admits remained in treatment for at least 21 days. 72% of re-admits remained in treatment for at least 14 days. 81% of all clients at ACT received a successful discharge, based upon completing individual program goals. The average client satisfactions score was 4.4 out of 5. ACT notes that it has seen a sharp increase in the number of adolescent clients with an opioid addiction with 25% of 2021 adolescent clients being admitted for an opioid disorder as primary diagnosis as compared to 7% in 2020. Physical symptoms of opioid withdrawal are severe and youth are more likely to leave the program, without permission, in order to seek out illegal substances than they have been in prior years when opioid disorder was less common among clients.

Johnson County Mental Health Center, Adult Detoxification Unit (ADU)
Request: $276,835 **Recommendation: $276,835**

The DAC recommends the Johnson County Mental Health Center Adult Detoxification Unit (ADU) be awarded **$276,835**; this represents level funding with 2022. ADU is an 8-10 bed unit which is staffed 24 hours a day, 7 days a week to admit and monitor individuals who may present a danger to the public or themselves due to alcohol/drug intoxication or withdrawal. ADU serves as a safety net service for individuals with serious substance use disorders. Licensed addiction counselors conduct a thorough substance use disorder assessment for each client and identify a recovery plan. The average length of stay is about 3 days, although some clients stay up to 5 days depending on the extent of their withdrawal or other factors. ADU is the only social detoxification program that admits uninsured individuals in the metropolitan area. ADU operates within the division of Addiction and Residential Services at JCMHC and shares a residential unit with the Crisis Recovery Center (CRC) and behavioral health staff are trained in the services provided for ADU and CRC's clients. As such, clients benefit

from the expertise of both programs when applicable. Clients may transition from ADU to CRC when more mental health supports are needed or when waiting on a bed elsewhere. Johnson County residents of ADU are offered an intake at the office adjacent to the program when mental health needs are indicated.

Results Projected: The goal of ADU is to provide medical detoxification that protects individuals from the dangers associated with withdrawal and protects the public from the risks associated with having intoxicated individuals on their streets. ADU clients will remain in social detox until ADU staff recommend discharge, have a written discharge plan documenting a referral for ongoing primary health, and rate ADU well for program quality and staff performance. ADU anticipates serving 293 Johnson County residents in 2023.

Outcomes Achieved During 2021: During 2021, 253 Johnson County adults were served. 80% of clients remained in the facility until staff recommended discharge. 98% of clients leaving ADU left with a recovery plan and follow-up appointments upon discharge; those leaving without a recovery plan were given standard discharge instructions. Following discharge, clients completed a satisfaction survey. On satisfaction surveys of six areas of program quality and staff performance, the average rating was 4.7 on a 5-point scale.

Johnson County Mental Health Center, Dual Diagnosis Outpatient Program (DDOP)
Request: $133,044 **Recommendation: $133,044**

The DAC recommends $133,044 in funding to support the Dual Diagnosis Outpatient Program (DDOP) at Johnson County Mental Health Center; combined with carryover of $45,000* in 2022 funding for Medication Assisted Treatment (MAT), DDOP will have an overall budget of **$178,044*** in 2023. Funds will support salaries and medication assisted treatment. DDOP uses a sliding fee scale to assure access of all clients. DDOP clients receive 1 to 8 hours of weekly counseling group or individual sessions per week. All counseling focuses on providing clients with basic alcohol/drug education, recovery, and relapse prevention skills, as well as helping clients understand and manage mental health issues that complicate recovery. DDOP provides Medication Assisted Treatment (MAT) on a limited basis for clients who are appropriate for this treatment but have no means to pay for it.

Results Projected: The goal of the program is to provide integrated outpatient services for individuals aged 12 and over with mental health and substance use disorders. For adults, discharged clients will complete at least 8 hours of integrated treatment, will remain alcohol/drug-free and not commit any criminal activity while participating in the program. For adolescents, patients will complete at least 6 treatment sessions and will remain alcohol/drug free. The DDOP anticipates serving 534 Johnson County residents in 2023.

Outcomes Achieved During 2021: During 2021, 436 Johnson County adults and youth were served. 69% of adults and 44% of youth* remained alcohol/drug free while participating in the program (*an increase from 21% in 2020). 54% of all adult clients received at least 8 hours of integrated treatment and 75% of youth remained in treatment for at least 6 sessions. 85% of clients did not incur new legal charges in 2021 while under DDOP treatment.

KidsTLC

Request: $59,617 **Recommendation: $59,617**

The DAC recommends KidsTLC be awarded **$59,617** to provide substance abuse screening/ assessment, evaluation, prevention/education, and clinical treatment for youth ages 13-18 who reside within the agency's Psychiatric Residential Treatment Facility (PRTF). This is an increase over the 2022 funding recommendation and will support KidsTLC in fully staffing up to reach full capacity in treatment. Clinical treatment is provided to youth with a dual diagnosis of substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment as well as Eye Motion Desensitization Reprocessing (EMDR). Relapse prevention and prevention education, utilizing the *Positive Action* evidence-based program, are provided to all youth in the PRTF.

Results Projected: KidsTLC provides substance use prevention groups and intervention/therapy services for youth. Youth will remain abstinent from drugs and alcohol during their treatment, as evidenced by urinalysis testing, and will feel they have sufficient access to substance abuse services and supports. At discharge, youth will report overall improvement due to services received, and an increase in hopefulness and ability function. The program will help sustain the youth's recovery and provide linkages to community support. During 2023, KidsTLC anticipates serving 20 Johnson County youth.

Outcomes Achieved During 2021: During 2021, 16 Johnson County youth were served. Youth remained abstinent from drugs and alcohol with 86% of youth presenting a clean urinalysis after returning from a pass outside with parent/guardian. At discharge, 100% of youth had at least one follow-up appointment scheduled; 78% reported they were somewhat or very confident that things will improve in their life regarding substance abuse and 81% demonstrated an improved outlook at time of discharge (measured by self-assessment of change between admission and discharge). 78% of youth participating in relapse prevention and *Seeking Safety* programming reported maintenance or a decrease in problem severity between admission and discharge.

KVC Behavioral HealthCare

Request: $70,000 **Recommendation: $66,281**

The DAC recommends KVC Behavioral HealthCare be awarded **$66,281** for Family Substance Abuse Recovery Services; this represents an increase over prior years to hire an additional .5 FTE Licensed Addiction Counselor (LAC). The Family Substance Abuse Recovery Services assists caregivers and youth in identifying lasting supports and walks alongside families toward recovery from substance abuse. This program serves Johnson County families who have had children removed to foster care and have been assessed by a KVC case manager or therapist, or are referred by Kansas Department of Children and Families (DCF). If there is an indication of substance abuse, an LAC administers the KS Client Placement Criteria (KCPC) and works with case workers, therapists, and behavioral/mental healthcare and medical staff to find the best level of care and wraparound services. KVC utilizes ecomapping to help clients identify sources of support – community resources, government services, friends, family, treatment options, etc. – for positive family outcomes. Outpatient in-home therapy, the focus of this program, is determined using the KCPC and the family's willingness to participate. Other options include referral to local support groups, and in-patient therapy.

***Results Projected*:** The goal of the program is to reduce trauma and adverse childhood experiences (ACEs) and improve family outcomes related to substance use recovery, which results in significant

cost savings in the medical system, law enforcement, and emergency response system. Outpatient services will be provided in-home, and families will report an increase in striving to improve family stability through lifestyle changes. Clients will maintain sobriety, housing stability, avoid criminal activities, and connect to resources and services that can help them maintain their program goals. KVC anticipates serving 79 Johnson County residents in 2023.

Outcomes Achieved During 2021: During 2021, 64 adults and 14 youth were served. All families coming into the program were contacted and 96% had completed an intake/assessment within 10 days of the referral. Upon completion of treatment, clients completed the AWARE relapse assessment and all clients fell in the 11% average range, indicating a low probability of relapse, which reflects increased family and support connections and overall higher levels of stability and quality of life. This likelihood of relapse is markedly lower than the national average, which according to National Institute on Drug Abuse (2018) is approximately 40-60%.

Mirror, Inc.

Request: $220,000 **Recommendation: $210,000**

The DAC recommends Mirror be awarded **$210,000**, an increase over prior years, to provide residential substance abuse treatment services to individuals in Johnson County who have been diagnosed with co-occurring mental health and substance use disorders. The increase in funding reflects increased use by Johnson County residents, direct assistance to homeless and housing insecure clients, and other cost increases. Clients served fall below 200% of the federal poverty level and cannot access services in a timely manner due to limited state Block Grant funding. ATF support reduces the wait-time for Johnson County residents with co-occurring disorders in the most critical need, with an average wait time of 18 days for Johnson County residents as compared to 40 days for a Block Grant funded client. Clients of Mirror receive substance abuse and mental health services through individualized treatment plans and coordinated services. Support is also provided to address barriers to recovery such as legal, housing, health and employment issues.

***Results Projected*:** The goal of the program is to provide quicker access to treatment services for Johnson County residents who have no resources to pay for treatment and to aid them in accessing support services and stable housing after treatment completion and discharge. Results include reduced time on Mirror's wait list for Johnson County clients as compared to the average wait time for Block Grant funded clients; retention in the treatment program; and compliance with all discharge recommendations, including continued mental health care, substance abuse aftercare, stable housing and use of support systems. During 2023, Mirror anticipates serving 150 Johnson County residents with its ATF grant.

Outcomes Achieved During 2021: During 2021, 131 Johnson County adults were served. 65.7% of clients who completed the program followed through with recommendations for continued mental health care, substance abuse aftercare, stable housing and use of support systems. 65.7% of co-occurring disorder clients were successfully discharged; this is an increase over 2020 when some clients left treatment due to concerns about the pandemic. Clients reported improved an average 62% increase in confidence level in handling high risk situations that could lead to substance abuse. Johnson County clients spent an average of 18 days on the wait list as compared to an average wait time of 40 days for clients funded by the state block grant or other funding streams. Mirror's experience is that the longer a person waits for treatment, the more likely they are to not follow through with the treatment when an opening is available.

Preferred Family Healthcare, Inc.

Request: $120,000 **Recommendation: $120,000**

The DAC recommends Preferred Family Healthcare (PFH) be awarded **$120,000**, level funding with 2022, to support the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). PFH operates multiple facilities in multiple states, including a Level I Outpatient Treatment and Level II Intensive Outpatient Treatment center in Olathe providing assessment, individual and group counseling, and drug testing. Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, and Motivational Enhancement Therapy. PFH offers services on an income-based sliding fee scale.

Results Projected: The goal of the programs is to support Johnson County residents struggling with substance use disorder as they move toward recovery. Clients will demonstrate abstinence from substance use, obtain and/or maintain employment or educational activities, have no new arrests, successfully complete treatment, and obtain or maintain housing. Preferred Family Healthcare anticipates serving 390 individuals, including 290 Johnson County residents in 2023.

Outcomes Achieved During 2021: During 2021, 277 individuals from Johnson County were served. Drug testing was limited during 2021 due to limitations related to the pandemic, of the clients who did test, 100% tested negative for substance use. 67% of clients who were not disabled or retired reported they were employed or involved in educational activities and 65% of clients successfully completed treatment; these figures are down from 2020 and the change is attributed to additional stressors related to the pandemic, including additional stressors for clients as well as staff turnover.

2023 Alcohol Tax Fund
Participating Jurisdictions

Jurisdiction	Amount
Johnson County Government	$142,527
City of De Soto	$16,000
City of Gardner	$30,000
City of Leawood	$300,000
City of Lenexa	$135,000
City of Merriam	$20,000
City of Mission	$60,000
City of Olathe	$215,000
City of Overland Park	$1,118,000
City of Prairie Village	$44,000
City of Shawnee	$89,900
Total Alcohol Tax Fund	$2,170,427

The recommended grant awards represent the maximum ATF award for the calendar year and are based upon an estimate from local jurisdictions of local liquor tax revenue. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent upon local liquor tax revenue received by participating jurisdictions. Neither United Community Services (UCS) nor the Drug and Alcoholism Council is responsible for a reduction in ATF fund awards payable by participating jurisdictions.

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

2023 Alcohol Tax Fund Funding Priorities

By legislative mandate (KSA §79-41a04 as amended), ATF dollars must be used to fund services or programs whose principal purpose is substance abuse education, prevention, detoxification, intervention and/or treatment. Programs funded through the ATF grant process create a substance use continuum of services. Programs are defined as follows:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use and may include involvement in activities applied during early stages of substance use which may prevent the transition from drug use to abuse.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance use disorder treatment services, including detoxification, and are designed to assist clients with discontinuing the use of alcohol and drugs and recovery programs supporting a reduction in relapse.

Overall priority is given to:

- Programs that target populations who are at-risk for substance use or abuse including individuals who have mental health issues, people who are homeless and/or have other co-occurring issues, and those involved in the child welfare or criminal justice system.
- Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.
- If fees are charged for services, there are accommodations for clients with no ability, or limited ability, to pay the fees including a sliding fee scale based upon income.
- Programs that demonstrate competency in addressing language and cultural barriers and provide bi-lingual services in multiple languages, such as Spanish.
- Programs that provide services to meet a current community need defined through indicator data or *Communities That Care* survey trends.
- Programs that demonstrate an awareness of the negative impact of trauma in the prevention and treatment of substance use and utilize a trauma-informed care approach in the delivery of services.
- Programs that are evidence-based or reflect a best or promising practice and include measures to ensure fidelity.
- Programs that utilize measurable outcome data to improve service delivery.
- Strategies and services that involve families, parents, guardians, and/or other support systems.
- Programs that demonstrate coordination and collaboration with other agencies that support the substance abuse continuum of services in Johnson County and provide connection to community supports.
- Programs that demonstrate through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above.

Priorities for Education and Prevention Programs include:

- Strategies that seek to delay the onset of the initial use of substances.
- Programs that target use of gateway drugs and address new trends in drug use across all age groups.
- Programs that utilize *Risk and Protective Factors* strategies across all age groups.

Priorities for Treatment and Intervention Programs include:

- Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
- Programs that serve targeted populations and introduce early intervention strategies.
- Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery. These include providing peer support, housing, case management, and/or to linkages to recovery communities and activities.

Additional Considerations:

There are additional areas that the DAC will remain cognizant of over the next five years, including:

- Increased tolerance of marijuana due to legalization of medial and recreational use in the United States.
- The connection between substance use and, suicide overdoses within the general population and for youth.
- The impact of the pandemic on substance use, including: effects for those with co-occurring disorders, as well as social isolation and reported increased anxiety and depression. Populations to watch include school-aged youth for whom education, prevention, and early intervention were limited in 2020 and 2021 due to the pandemic, as well as adults, as data indicates adult alcohol use increased during the pandemic.
- The impact of vaping as a gateway to nicotine and drug addiction, including marijuana use.
- Indicators of opioid addiction in Johnson County, including seniors prescribed opioids during recovery from surgeries.
- The impact of increased indicators of methamphetamine and fentanyl abuse in Johnson County, and
- The habitual use of electronics as a form of addiction and its potential connection to alcohol and drug addiction.

Approved by Drug and Alcoholism Council
November 18, 2021

APPENDIX B

2022 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY
2023 ATF GRANT REVIEW COMMITTEE MEMBERS

Jaime Murphy, Chair, Overland Park Municipal Court, City of Overland Park Representative
Afam Akamelu, Vice Chair, Community Volunteer
Charlene Whitney, Secretary, Community Volunteer
Judge Jenifer Ashford, 10th Judicial District Court ♦
Jason Bohn, LPC, Renew Counseling Center
Major Chris Brokaw, Merriam Police Department, City of Merriam Representative
Mike Brouwer, Johnson County Government ♦
Chan Brown, Kansas Health Foundation
Michelle Decker, City of Olathe Prosecutor's Office, City of Olathe Representative
Jen Jordan-Spence, City of Gardner, City of Gardner Representative
Martha LaPietra, M.D., IPC-The Hospitalist Company, Community Volunteer
Sharon Morris, Olathe School District, School District Representative ♦
Bethany Butler Myers, LSCSW, LCSW, City of Leawood Representative
Undersheriff Daryl Reece, Johnson County Sheriff's Office
Piper Reimer, City of Prairie Village Councilperson, City of Prairie Village Representative
Liana Riesinger, Francis Family Foundation, City of Mission Representative
Mickey Sandifer, City of Shawnee Representative
Catherine Triplett, Triplett Law Firm
Pastor Chris Winn, Community Life Church*,* Johnson County Board of County Commissioners Representative

♦ Denotes Non-Voting Member

Staff Support: Christina Ashie Guidry, UCS Director of Resource Allocation

Municipal Court/Police Department

Council Meeting Date: December 5, 2022

COU2022-78: Consider adoption of the 2022 Standard Traffic Ordinance for Kansas Cities and the 2022 Uniform Public Offense Code for Kansas Cities

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RECOMMENDATION

Staff recommends that the Governing Body adopt Ordinance No. 2478 incorporating the Standard Traffic Ordinance, (STO), and Ordinance No. 2479 incorporating the Uniform Public Offense Code, (UPOC), 2022 edition.

BACKGROUND

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

The changes include the following:

UPOC Ordinance:

Overall Changes: Change UPOC edition year to 2022.

Section Seven: Article 1 of Chapter XI, Section 11-108 added Section 10.37 Operating an Aircraft Under the Influence, Section 10.37.1 Same; Preliminary Breath Test, and Section 10.37.2 Same; Definitions.

STO Ordinance:

Overall Changes: Change STO edition year to 2022.

Section Five: Article 6 of Chapter XI, Section 11-605 amendments accordance with the Legislative changes to penalties for driving under the influence.

Section Six: Article 6 of Chapter XI, Section 11-606 amendments accordance with the Legislative changes to penalties for driving commercial motor vehicle under the influence.

ATTACHMENTS
Ordinance 2478
Ordinance 2479

PREPARED BY
Deana Scott
Court Administrator
Date: November 21, 2022

ORDINANCE NO. ~~2462~~2478

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF ~~2021~~2022; WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AMENDING AND REPEALING CERTAIN SECTIONS IN CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES AND TRAFFIC."

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

SECTION ONE
Article 6 of Chapter XI, Section 11-601 of the Code of the City of Prairie Village is hereby amended to read as follows:

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

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," edition of 2022~~21~~, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, edition of 2022~~21~~, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":

(d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

SECTION TWO

Article 6 of Chapter XI, Section 11-602 of the Code of the City of Prairie Village is hereby adopted to read as follows:

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

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

SECTION THREE

Article 6 of Chapter XI, Section 11-603 of the Code of the City of Prairie Village is hereby adopted to read as follows:

11-603. PENALTY FOR SCHEDULED FINES.

(a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than $500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed $500.

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

SECTION FOUR

Article 6 of Chapter XI, Section 11-604 of the Code of the City of Prairie Village is hereby adopted to read as follows:

11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, edition of 20222~~21~~, is hereby amended by deleting and replacing subsection (c) with the following:

"(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person's emergency or public safety duties:

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

SECTION FIVE

Article 6 of Chapter XI, Section 11-605 of the City of Prairie Village is hereby adopted to read as follows:

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

Article 6, Section 30 of the Standard Traffic Ordinance for Kansas Cities, edition of 20222~~21~~, is hereby amended to read as follows:

(a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
(2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
(3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

(b) (1) Driving under the influence is:

(A) An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than $750 nor more than $1,000. ~~The person convicted shall serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation or suspension, reduction of sentence or parole. The court may place the person convicted under a house arrest program to serve the remainder of the sentence only after such person has served 48 consecutive hours' imprisonment;~~

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

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

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence; ~~The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120~~

~~hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program to serve the five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of 120 hours;~~

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

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

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence; ~~The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least 90 days' imprisonment. The 90 days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release~~

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~~program. The person convicted, if placed into a work release program, shall serve a minimum of 2,160 hours of confinement. Such 2,160 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program pursuant to K.S.A. 21-6609, and amendments thereto, to serve the 90 days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 2,160 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 2,160 hours.~~

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

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

(d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(f) (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs

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

(2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the $250 required to be remitted to the state treasurer pursuant to K.S.A 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.

(g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

(h) For the purpose of determining whether a conviction is a first, second, or third conviction in sentencing under this section:

(1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;

(2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:

(A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
(B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
(C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
(D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
(E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

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(3) Conviction includes:

(A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and

(B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);

(4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;

(5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and

(6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime."

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(i) For the purposes of determining whether an offense is comparable, the following shall be considered:

(1) The name of the out-of-jurisdiction offense;

(2) The elements of the out-of-jurisdiction offense;

(3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.

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(j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.

(k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.

(l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas bureau of investigation central repository all criminal history record information concerning such person.

(m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A 22-2906 *et seq*., and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or dismissal of any chare where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.

(n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.

(o) As used in this section:

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

(2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

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SECTION SIX

Article 6 of Chapter XI, Section 11-606 of the City of Prairie Village is hereby adopted to read as follows:

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

Article 6, Section 30.1 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended to read as follows:

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

(1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or

(3) Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.

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

(A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than $750 nor more than $1,000. ~~The person convicted shall serve at least 48 consecutive hours' imprisonment or 100 hours of public service either before or as a condition of any grant of probation, suspension or reduction of sentence or parole or other release;~~

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

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

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence. ~~The person convicted shall serve at least five consecutive days' imprisonment before the person is granted probation, suspension or reduction of sentence or parole or is otherwise released. The five days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours imprisonment, provided such work release program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 120 hours of confinement. Such 120~~

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~~hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program to serve the five days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 120 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 120 hours;~~

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

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

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence; ~~The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served at least 90 days' imprisonment. The 90 days' imprisonment mandated by this subsection may be served in a work release program only after such person has served 48 consecutive hours' imprisonment, provided such work release~~

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~~program requires such person to return to confinement at the end of each day in the work release program. The person convicted, if placed into a work release program, shall serve a minimum of 2,160 hours of confinement. Such 2,160 hours of confinement shall be a period of at least 48 consecutive hours of imprisonment followed by confinement hours at the end of and continuing to the beginning of the offender's work day. The court may place the person convicted under a house arrest program pursuant to K.S.A. 21-6609, and amendments thereto, to serve the 90 days' imprisonment mandated by this subsection only after such person has served 48 consecutive hours' imprisonment. The person convicted, if placed under house arrest, shall be monitored by an electronic monitoring device, which verifies the offender's location. The offender shall serve a minimum of 2,160 hours of confinement within the boundaries of the offender's residence. Any exceptions to remaining within the boundaries of the offender's residence provided for in the house arrest agreement shall not be counted as part of the 2,160 hours; and~~

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

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

(d) If a person is charged with a violation of Section 30(a)(4) or (a)(5), as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a

credit on the fine imposed in an amount equal to $5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:

(1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and

(2) Kansas bureau of investigation central repository all criminal history record information concerning such person.

(h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.

(i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.

(j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.

(k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.

(l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.

(m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

(1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;

(2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:

(A) This section or K.S.A. 8-2,144, and amendments thereto;
(B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
(C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
(D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
(E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(3) **Conviction** includes:

(A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);

(B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);

(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and

(5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.

(n) For the purposes of determining whether an offense is comparable, the following shall be considered:

(1) The name of the out-of-jurisdiction offense;

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(2) The elements of the out-of-jurisdiction offense;
(3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.

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

SECTION SEVEN
Article 6 of Chapter XI, Section 11-605 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-605. UNATTENDED MOTOR VEHICLE.

Article 13, Section 107 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022 ~~21~~, is hereby amended to read as follows:

> **"Sec. 107. Unattended Vehicles.** No person either operating or in charge of a motor vehicle shall leave the vehicle unattended and unlocked on either a public or private area within the City unless the ignition of such vehicle is in the locked position, the keys are removed from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. These provisions shall not apply if the windows are closed and the doors locked or the vehicle is in a closed and secure building or when an engine has been activated by a remote starter system when the keys are not in the motor vehicle. A vehicle shall be presumed unattended if the owner or person in charge of the vehicle is not in the vehicle or is not in the immediate vicinity so as to have direct control or access to the vehicle."

SECTION EIGHT
Article 6 of Chapter XI, Section 11-606 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-608. USE OF WIRELESS COMMUNICATION DEVICES

Article 14, Section 126.2 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022~~21~~, is hereby amended by deleting and replacing subsection (a) with the following:

"(a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to either

write, send or read a written communication, and/or watch, record, video chat, or send a video and/or pictures."

SECTION NINE

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

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022~~21~~, is hereby amended by adding Sec. 193(1) to read as follows:

"**Sec. 193(1) Driver's License Notice of Change of Address or Name.** Whenever any person, after applying for or receiving a driver's license shall move from the mailing address or residence address named in such application or in the driver's license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person's old and new mailing and / or residence address and / or of such former and new name(s) and the driver's license number of such person."

SECTION TEN

Article 7 of chapter XI, Section 11-716 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-716. CHEMICAL TEST.

Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcohol and/or drug content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor, drugs, or both in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence of intoxicating liquor, drugs, or both. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the Kansas Department of Revenue a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor, drugs, or both. (Code 1973, 11.12.010; Ord. 2129, Sec. II, 2006; Ord. 2169, Sec. 3, 2008, Ord. 2324, Sec. 1, 2015)

SECTION ELEVEN

Ordinance No. 2462~~29~~ and any previous ordinances or provisions in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS ___ DAY OF _____, 2022~~1~~.

_____
Eric Mikkelson, Mayor

ATTEST:

_____
Adam Geffert, City Clerk

APPROVED AS TO FORM:

_____
David E. Waters, City Attorney

ORDINANCE NO. 2478

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2022; WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AMENDING AND REPEALING CERTAIN SECTIONS IN CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES AND TRAFFIC."

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

SECTION ONE
Article 6 of Chapter XI, Section 11-601 of the Code of the City of Prairie Village is hereby amended to read as follows:

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

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," edition of 2022, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":

(d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

SECTION TWO

Article 6 of Chapter XI, Section 11-602 of the Code of the City of Prairie Village is hereby adopted to read as follows:

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

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

SECTION THREE

Article 6 of Chapter XI, Section 11-603 of the Code of the City of Prairie Village is hereby adopted to read as follows:

11-603. PENALTY FOR SCHEDULED FINES.

(a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than $500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed $500.

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

SECTION FOUR

Article 6 of Chapter XI, Section 11-604 of the Code of the City of Prairie Village is hereby adopted to read as follows:

11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended by deleting and replacing subsection (c) with the following:

"(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person's emergency or public safety duties:

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

SECTION FIVE

Article 6 of Chapter XI, Section 11-605 of the City of Prairie Village is hereby adopted to read as follows:

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

Article 6, Section 30 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended to read as follows:

(a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
(2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
(3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
(4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
(5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.

(b) (1) Driving under the influence is:

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

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

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

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence; (C) On a third conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than $1,750.00 nor more than $2,500.00. The following conditions shall apply to such sentence:

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

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

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

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

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

(d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(f) (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine

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

(2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the $250 required to be remitted to the state treasurer pursuant to K.S.A 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.

(g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

(h) For the purpose of determining whether a conviction is a first, second, or third conviction in sentencing under this section:

(1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;

(2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:

(A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
(B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
(C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
(D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
(E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(3) Conviction includes:

(A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and

(B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);

(4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;

(5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and

(6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime."

(i) For the purposes of determining whether an offense is comparable, the following shall be considered:

(1) The name of the out-of-jurisdiction offense;

(2) The elements of the out-of-jurisdiction offense;

(3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.

(j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.

(k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.

(l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:

(1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and

(2) Kansas bureau of investigation central repository all criminal history record information concerning such person.

(m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section.

For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A 22-2906 *et seq*., and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or dismissal of any chare where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.

(n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.

(o) As used in this section:

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

(2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

SECTION SIX

Article 6 of Chapter XI, Section 11-606 of the City of Prairie Village is hereby adopted to read as follows:

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

(a) Article 6, Section 30.1 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended to read as follows: Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle, as defined in Section 1, within this city while:

(1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;

(2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or

(3) Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.

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

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

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

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

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

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

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

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120

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

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

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

(d) If a person is charged with a violation of Section 30(a)(4) or (a)(5), as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.

(e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.

(f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to $5 for each full hour spent by the

person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

(g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
(1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
(2) Kansas bureau of investigation central repository all criminal history record information concerning such person.

(h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.

(i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.

(j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.

(k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.

(l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.

(m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

(1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;

(2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:

(A) This section or K.S.A. 8-2,144, and amendments thereto;
(B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
(C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
(D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
(E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;

(3) **Conviction** includes:

(A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);

(B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);

(4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and

(5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.

(n) For the purposes of determining whether an offense is comparable, the following shall be considered:

(1) The name of the out-of-jurisdiction offense;
(2) The elements of the out-of-jurisdiction offense;

(3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.

(o) For the purpose of this section:

(1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and

(2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-2,144)

SECTION SEVEN

Article 6 of Chapter XI, Section 11-605 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-605. UNATTENDED MOTOR VEHICLE.

Article 13, Section 107 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022 , is hereby amended to read as follows:

"Sec. 107. Unattended Vehicles. No person either operating or in charge of a motor vehicle shall leave the vehicle unattended and unlocked on either a public or private area within the City unless the ignition of such vehicle is in the locked position, the keys are removed from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. These provisions shall not apply if the windows are closed and the doors locked or the vehicle is in a closed and secure building or when an engine has been activated by a remote starter system when the keys are not in the motor vehicle. A vehicle shall be presumed unattended if the owner or person in charge of the vehicle is not in the vehicle or is not in the immediate vicinity so as to have direct control or access to the vehicle."

SECTION EIGHT

Article 6 of Chapter XI, Section 11-606 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-608. USE OF WIRELESS COMMUNICATION DEVICES

Article 14, Section 126.2 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended by deleting and replacing subsection (a) with the following:

"(a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to either

write, send or read a written communication, and/or watch, record, video chat, or send a video and/or pictures."

SECTION NINE

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

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, edition of 2022, is hereby amended by adding Sec. 193(1) to read as follows:

"**Sec. 193(1) Driver's License Notice of Change of Address or Name.** Whenever any person, after applying for or receiving a driver's license shall move from the mailing address or residence address named in such application or in the driver's license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person's old and new mailing and / or residence address and / or of such former and new name(s) and the driver's license number of such person."

SECTION TEN

Article 7 of chapter XI, Section 11-716 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-716. CHEMICAL TEST.

Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcohol and/or drug content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor, drugs, or both in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence of intoxicating liquor, drugs, or both. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the Kansas Department of Revenue a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor, drugs, or both. (Code 1973, 11.12.010; Ord. 2129, Sec. II, 2006; Ord. 2169, Sec. 3, 2008, Ord. 2324, Sec. 1, 2015)

SECTION ELEVEN

Ordinance No. 2462 and any previous ordinances or provisions in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS ___ DAY OF _____, 2022.

_____
Eric Mikkelson, Mayor

ATTEST:

_____
Adam Geffert, City Clerk

APPROVED AS TO FORM:

_____
David E. Waters, City Attorney

ORDINANCE NO. ~~2463~~2479

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" EDITION OF 2022~~21~~, WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AND REPEALING CERTAIN SECTIONS IN CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES & TRAFFIC".

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

SECTION ONE Article 1 of Chapter XI, Section 11-101 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," edition of 2022~~21~~, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION TWO Article 1 of Chapter XI, Section 11-102 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-102. Article 5 of the Uniform Public Offense Code, edition of 2022~~21~~, is hereby amended by deleting existing Sections 5.6 and 5.7 and by inserting in place thereof the following:

Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products

It shall be unlawful for any person:

(a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, liquid nicotine or tobacco products; or

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

For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of $25 and a maximum of $100. In addition, the

judge may require a person charged with violating this section to appear in court with a parent or legal guardian and/or may require completion of a tobacco education program.

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

(a) It shall be unlawful for any person, directly or indirectly, to:
   (1) Sell, furnish or distribute cigarettes, electronic cigarettes, liquid nicotine or tobacco products to any person under 21 years of age; or
   (2) Buy any cigarettes, electronic cigarettes, liquid nicotine or tobacco products for any person under 21 years of age.

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

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

(c) It shall be a defense to a prosecution under this subsection if:
   (1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and
   (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53- 601 and amendments thereto, that the person was 21 or more years of age.

(d) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

(e) As used in this section, "sale" means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322).

Violation of this section shall constitute a Class B violation punishable by a minimum fine of $200.

SECTION THREE Article 1 of Chapter XI, Section 11-104 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.104. Article 6 of the Uniform Public Offense Code, edition of 2022~~21~~, is hereby supplemented to add the following provisions:

Section 6.30 Unlawful Posting of Pictures and Advertisements

(a) Unlawful posting of pictures and advertisements is:
   (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
   (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
   (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
   (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.

(b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

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

Section 6.31 Opening, Damaging or Removing Coin-Operated Machines

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

Violation of this section is a Class A violation.

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

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

Violation of this section is a Class B violation.

SECTION FOUR Article 1 of Chapter XI, Section 11-105 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.105. Article 9 of the Uniform Public Offense Code, edition of ~~2021~~2022, is hereby supplemented to add the following provisions:

Section 9.14 Loitering

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

(1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

Section 9.15 Unsolicited Publications -- Penalty

(a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.

(b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.

(c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding $100 for each such violation.

Section 9.16 Residential Picketing

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city. Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than $2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

SECTION FIVE Article 1 of Chapter XI, Section 11-106 of the Code of the City of Prairie Village is hereby amended to read as follows:

10.3.2. Possession of a Firearm While Under the Influence

(a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.

(b) Possession of a firearm under the influence is a class A nonperson misdemeanor.

(c) This section shall not apply to:

(1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or

(2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.

(d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.

(e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse;

(C) any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

(D) a phlebotomist.

(2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).

(3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.

(4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.

(5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.

(6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).

(7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse; or

(C) a law enforcement officer of the same sex as the person being tested.

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

(8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.

(f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.

(2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.

(3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding $ 1,000 for each violation.

(g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.

(h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

(1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.

(2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.

(3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.

(i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.

(j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (2013 HB 2578, Section 6)

SECTION SIX Article 1 of Chapter XI, Section 11-107 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.107. Article 10 of the Uniform Public Offense Code, edition of ~~2021~~2022, is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

10.5 UNLAWFUL DISCHARGE OF FIREARMS.

(a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.

(b) This section shall not be construed to apply:

(1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
(2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
(3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or
(4) To firing squads for ceremonials as approved by the Chief of Police.

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

SECTION SEVEN Article 1 of Chapter XI, Section 11-108 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-108. Article 10 of the Uniform Public Offense Code, edition of ~~2021~~2022, is hereby amended by deleting sections 10.24 (Smoking Prohibited), 10.25 (Smoking; Posted Premises), 10.26 (Smoking Prohibited; Penalties), 10.28 (Endangering the Food Supply), and 10.29 (Violation of a Public Health Order), 10.30 (Operating an Aircraft Under the Influence,10.30.1 (Same; Preliminary Breath Test), 10.30.2 (Same; Definitions) and revised by adding the following sections and provisions:

Section 10.28 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places

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

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

Violation of this section is a Class C violation.

Section 10.29 Drunkenness

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

Violation of this section is a Class B violation.

Section 10.30 Impersonating an Officer

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such

officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.
Violation of this section is a Class B violation.

Section 10.31 Vehicles in City Parks
It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.
Violation of this section is a Class C violation.

Section 10.32 Smoking on Common Carrier Buses -- Penalty
(a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.
(b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than $5 nor more than $100.

Section 10.33 Public Urination or Defecation
No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.
Violation of this section is a Class C violation.

Section 10.34 Public Nudity
No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering or the depiction of covered male genitals in a discernible state of sexual arousal.
Violation of this section is a Class A violation.

Section 10.35. Endangering the Food Supply.
(a) Endangering the food supply is knowingly:
  (1) Bringing into this state any domestic animal which is infected with any contagious or infectious disease or any animal which has been exposed to any contagious or infectious disease;
  (2) exposing any animal in this state to any contagious or infectious disease;
  (3) except as permitted under K.S.A. 2-2112 et seq., and amendments thereto, bringing or releasing into this state any plant pest as defined in K.S.A. 2-2113, and amendments thereto, or exposing any plant to a plant pest; or
  (4) exposing any raw agricultural commodity, animal feed or processed food to any contaminant or contagious or infectious disease.
(b) As used in this section:
  (1) "Animal feed" means an article which is intended for use for food for animals other than humans and which is intended for use as a substantial source of nutrients in the diet of the animal, and is not limited to a mixture intended to be the sole ration of the animal;

(2) "contagious or infectious disease" means any disease which can be spread from one subject to another by direct or indirect contact or by an intermediate agent, including, but not limited to, anthrax, all species of brucellosis, equine infectious anemia, hog cholera, pseudorabies, psoroptic mange, rabies, tuberculosis, vesicular stomatitis, avian influenza, pullorum, fowl typhoid, psittacosis, viscerotropic velogenic Newcastle disease, foot-and-mouth disease, rinderpest, African swine fever, piroplasmosis, vesicular exanthema, Johne's disease, scabies, scrapies, bovine leukosis and bovine spongiform encephalopathy;

(3) "processed food" means any food other than a raw agricultural commodity and includes any raw agricultural commodity that has been subject to processing, such as canning, cooking, freezing, dehydration or milling; and

(4) "raw agricultural commodity" means any food in its raw or natural state, including all fruits that are washed, colored or otherwise treated in their unpeeled natural form prior to marketing.

(c) Endangering the food supply is a Class A violation except if the contagious or infectious disease is food-and-mouth disease in which class it is classified as a felony under state law and will be referred to the appropriate prosecuting authority.

(K.S.A. 21-6317)

Sec. 10.36 Violation of a Public Health Order.

(a) It shall be unlawful for any person to violate, refuse, or fail to comply with, a written order of the County Health Officer, Board of Health, or Director of Health issued under their respective authorities.

(b) A violation of this section is a Class C violation.

Sec. 10.37 Operating an Aircraft Under the Influence.

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(a) Operating an aircraft under the influence is operating or attempting to operate any aircraft within this state while:

(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is 0.04 or more;

(2) the alcohol concentration in the person's blood or breath, as measured within four hours of the time of operating or attempting to operate an aircraft, is 0.04 or more;

(3) under the influence of alcohol to degree that renders the person incapable of safely operating an aircraft;

(4) under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating an aircraft; or

(5) under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating an aircraft.

(b) (1) Operating an aircraft under the influence is an ordinance violation.

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

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

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

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

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

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

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

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

(B) it is irrelevant whether an offence occurred before or after conviction or diversion for a previous offense.

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

Sec. 10.37.1 Same; Preliminary Breath Test.

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

(b) If the person submits to the test, the results shall be used for the purpose of assisting law enforcement officers in determining whether an arrest should be made and whether to request the tests authorized by L. 2022, ch 80, § 2, and amendments thereto. A law enforcement officer may arrest a person based in whole or in part upon the results of a preliminary screening test. Such results shall not be admissible in any civil or criminal action concerning the operation of or attempted operation of an aircraft except to aid the court in determining a challenge to the validity of the arrest or the validity of the request to submit to a test pursuant to section 2, and amendments thereto. Following the preliminary screening test, additional tests may be requested pursuant to L. 2022, ch. 80, § 2, and amendments thereto.

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

Sec. 10.37.2 Same; Definitions.

As used in sections 10.37 through 10.37.2 and amendments thereto:

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

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

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

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

(e) "Other competent evidence" includes:

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

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

SECTION EIGHT Article 1 of Chapter XI, Section 11-109 of the Code of the City of Prairie Village is hereby added to read as follows:

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11-109. Article 11 of the Uniform Public Offense Code, edition of 2022, is hereby supplemented to add the following provisions:

Section 11.20 Window Peeping
Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.
Violation of this section is a Class A violation.

SECTION NINE Article 2 of Chapter XI, Section 11-211 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-211. CONSUMPTION WHILE INSIDE VEHICLES

It shall be unlawful for any person to drink or consume any cereal malt beverage or alcoholic beverage inside vehicles while on public streets, alleys, roads or highways. (K.S.A. 41-719, Code 2003)

SECTION TEN Article 3 of Chapter XI, Sections 11-301 through 11-304 is now repealed and reserved for future use.

SECTION ELEVEN Article 5 of Chapter XI, Sections 11-501 through 11-504 is now repealed and reserved for future use.

SECTION TWELVE Ordinance No. 2430 and any previous ordinances or provisions in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS ___ DAY OF _____, 2022~~1~~

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

ORDINANCE NO. 2479

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" EDITION OF 2022, WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AND REPEALING CERTAIN SECTIONS IN CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "PUBLIC OFFENSES & TRAFFIC".

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

SECTION ONE Article 1 of Chapter XI, Section 11-101 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION TWO Article 1 of Chapter XI, Section 11-102 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-102. Article 5 of the Uniform Public Offense Code, edition of 2022, is hereby amended by deleting existing Sections 5.6 and 5.7 and by inserting in place thereof the following:

Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products

It shall be unlawful for any person:

(a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, liquid nicotine or tobacco products; or

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

For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of $25 and a maximum of $100. In addition, the

judge may require a person charged with violating this section to appear in court with a parent or legal guardian and/or may require completion of a tobacco education program.

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

(a) It shall be unlawful for any person, directly or indirectly, to:

(1) Sell, furnish or distribute cigarettes, electronic cigarettes, liquid nicotine or tobacco products to any person under 21 years of age; or

(2) Buy any cigarettes, electronic cigarettes, liquid nicotine or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, liquid nicotine or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products; and

(3) To purchase or receive the cigarettes, electronic cigarettes, liquid nicotine or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non-driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products.

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

(c) It shall be a defense to a prosecution under this subsection if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53- 601 and amendments thereto, that the person was 21 or more years of age.

(d) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

(e) As used in this section, "sale" means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322).

Violation of this section shall constitute a Class B violation punishable by a minimum fine of $200.

SECTION THREE Article 1 of Chapter XI, Section 11-104 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.104. Article 6 of the Uniform Public Offense Code, edition of 2022, is hereby supplemented to add the following provisions:

Section 6.30 Unlawful Posting of Pictures and Advertisements

(a) Unlawful posting of pictures and advertisements is:

(1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or

(2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;

(3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or

(4) The placement of either on private property without the consent of the landowner or the person in possession of such property.

(b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

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

Section 6.31 Opening, Damaging or Removing Coin-Operated Machines

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

Violation of this section is a Class A violation.

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

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

Violation of this section is a Class B violation.

SECTION FOUR Article 1 of Chapter XI, Section 11-105 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.105. Article 9 of the Uniform Public Offense Code, edition of 2022, is hereby supplemented to add the following provisions:

Section 9.14 Loitering

(a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:
   (1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
   (2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

Section 9.15 Unsolicited Publications -- Penalty

(a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.

(b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.

(c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding $100 for each such violation.

Section 9.16 Residential Picketing

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city. Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than $2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

SECTION FIVE Article 1 of Chapter XI, Section 11-106 of the Code of the City of Prairie Village is hereby amended to read as follows:

10.3.2. Possession of a Firearm While Under the Influence

(a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.

(b) Possession of a firearm under the influence is a class A nonperson misdemeanor.

(c) This section shall not apply to:

(1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or

(2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.

(d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.

(e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse;

(C) any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

(D) a phlebotomist.

(2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).

(3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.

(4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.

(5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.

(6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).

(7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse; or

(C) a law enforcement officer of the same sex as the person being tested.

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

(8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.

(f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.

(2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.

(3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding $ 1,000 for each violation.

(g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.

(h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

(1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.

(2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.

(3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.

(i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.

(j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (2013 HB 2578, Section 6)

SECTION SIX Article 1 of Chapter XI, Section 11-107 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.107. Article 10 of the Uniform Public Offense Code, edition of 2022, is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

10.5 UNLAWFUL DISCHARGE OF FIREARMS.

(a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.

(b) This section shall not be construed to apply:

(1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
(2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
(3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or
(4) To firing squads for ceremonials as approved by the Chief of Police.

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

SECTION SEVEN Article 1 of Chapter XI, Section 11-108 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-108. Article 10 of the Uniform Public Offense Code, edition of 2022, is hereby amended by deleting sections 10.24 (Smoking Prohibited), 10.25 (Smoking; Posted Premises), 10.26 (Smoking Prohibited; Penalties), 10.28 (Endangering the Food Supply), and 10.29 (Violation of a Public Health Order), 10.30 (Operating an Aircraft Under the Influence,10.30.1 (Same; Preliminary Breath Test), 10.30.2 (Same; Definitions) and revised by adding the following sections and provisions:

Section 10.28 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places

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

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

Violation of this section is a Class C violation.

Section 10.29 Drunkenness

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

Violation of this section is a Class B violation.

Section 10.30 Impersonating an Officer

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such

officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.
Violation of this section is a Class B violation.

Section 10.31 Vehicles in City Parks
It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.
Violation of this section is a Class C violation.

Section 10.32 Smoking on Common Carrier Buses -- Penalty
(a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.
(b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than $5 nor more than $100.

Section 10.33 Public Urination or Defecation
No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.
Violation of this section is a Class C violation.

Section 10.34 Public Nudity
No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering or the depiction of covered male genitals in a discernible state of sexual arousal.
Violation of this section is a Class A violation.

Section 10.35. Endangering the Food Supply.
(a) Endangering the food supply is knowingly:
  (1) Bringing into this state any domestic animal which is infected with any contagious or infectious disease or any animal which has been exposed to any contagious or infectious disease;
  (2) exposing any animal in this state to any contagious or infectious disease;
  (3) except as permitted under K.S.A. 2-2112 et seq., and amendments thereto, bringing or releasing into this state any plant pest as defined in K.S.A. 2-2113, and amendments thereto, or exposing any plant to a plant pest; or
  (4) exposing any raw agricultural commodity, animal feed or processed food to any contaminant or contagious or infectious disease.
(b) As used in this section:
  (1) "Animal feed" means an article which is intended for use for food for animals other than humans and which is intended for use as a substantial source of nutrients in the diet of the animal, and is not limited to a mixture intended to be the sole ration of the animal;

(2) "contagious or infectious disease" means any disease which can be spread from one subject to another by direct or indirect contact or by an intermediate agent, including, but not limited to, anthrax, all species of brucellosis, equine infectious anemia, hog cholera, pseudorabies, psoroptic mange, rabies, tuberculosis, vesicular stomatitis, avian influenza, pullorum, fowl typhoid, psittacosis, viscerotropic velogenic Newcastle disease, foot-and-mouth disease, rinderpest, African swine fever, piroplasmosis, vesicular exanthema, Johne's disease, scabies, scrapies, bovine leukosis and bovine spongiform encephalopathy;

(3) "processed food" means any food other than a raw agricultural commodity and includes any raw agricultural commodity that has been subject to processing, such as canning, cooking, freezing, dehydration or milling; and

(4) "raw agricultural commodity" means any food in its raw or natural state, including all fruits that are washed, colored or otherwise treated in their unpeeled natural form prior to marketing.

(c) Endangering the food supply is a Class A violation except if the contagious or infectious disease is food-and-mouth disease in which class it is classified as a felony under state law and will be referred to the appropriate prosecuting authority.

(K.S.A. 21-6317)

Sec. 10.36 Violation of a Public Health Order.

(a) It shall be unlawful for any person to violate, refuse, or fail to comply with, a written order of the County Health Officer, Board of Health, or Director of Health issued under their respective authorities.

(b) A violation of this section is a Class C violation.

Sec. 10.37 Operating an Aircraft Under the Influence.

(a) Operating an aircraft under the influence is operating or attempting to operate any aircraft within this state while:

(1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, is 0.04 or more;

(2) the alcohol concentration in the person's blood or breath, as measured within four hours of the time of operating or attempting to operate an aircraft, is 0.04 or more;

(3) under the influence of alcohol to degree that renders the person incapable of safely operating an aircraft;

(4) under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely operating an aircraft; or

(5) under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely operating an aircraft.

(b) (1) Operating an aircraft under the influence is an ordinance violation.

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

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

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

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

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

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

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

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

(B) it is irrelevant whether an offence occurred before or after conviction or diversion for a previous offense.

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

Sec. 10.37.1 Same; Preliminary Breath Test.

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

(b) If the person submits to the test, the results shall be used for the purpose of assisting law enforcement officers in determining whether an arrest should be made and whether to request the tests authorized by L. 2022, ch 80, § 2, and amendments thereto. A law enforcement officer may arrest a person based in whole or in part upon the results of a preliminary screening test. Such results shall not be admissible in any civil or criminal action concerning the operation of or attempted operation of an aircraft except to aid the court in determining a challenge to the validity of the arrest or the validity of the request to submit to a test pursuant to section 2, and amendments thereto. Following the preliminary screening test, additional tests may be requested pursuant to L. 2022, ch. 80, § 2, and amendments thereto.

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

Sec. 10.37.2 Same; Definitions.

As used in sections 10.37 through 10.37.2 and amendments thereto:

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

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

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

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

(e) "Other competent evidence" includes:

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

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

SECTION EIGHT Article 1 of Chapter XI, Section 11-109 of the Code of the City of Prairie Village is hereby added to read as follows:

11-109. Article 11 of the Uniform Public Offense Code, edition of 2022, is hereby supplemented to add the following provisions:

Section 11.20 Window Peeping
Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.
Violation of this section is a Class A violation.

SECTION NINE Article 2 of Chapter XI, Section 11-211 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-211. CONSUMPTION WHILE INSIDE VEHICLES

It shall be unlawful for any person to drink or consume any cereal malt beverage or alcoholic beverage inside vehicles while on public streets, alleys, roads or highways. (K.S.A. 41-719, Code 2003)

SECTION TEN Article 3 of Chapter XI, Sections 11-301 through 11-304 is now repealed and reserved for future use.

SECTION ELEVEN Article 5 of Chapter XI, Sections 11-501 through 11-504 is now repealed and reserved for future use.

SECTION TWELVE Ordinance No. 2430 and any previous ordinances or provisions in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS ___ DAY OF _____, 2022

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO FORM:

David E. Waters, City Attorney

ADMINISTRATION

Council Committee Meeting Date: November 21, 2022
City Council Meeting Date: December 5, 2022

COU2022-79: Consider Approval of the 2023 Legislative Platform

ACTION NEEDED

Make a motion to approve COU2022-79: adoption of the 2023 legislative platform.

BACKGROUND

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

The Council Committee of the Whole discussed the 2023 legislative platform at the November 21 meeting and directed staff to make the following changes to the platform for 2023:

- Amend "Tax Lid" header to "Tax Law".
- Modify the Sales Tax on Food section to: "We support immediate elimination of ~~Governor Kelly's proposal to eliminate~~ the state portion of sales tax on food. We do not support eliminating the City's portion of sales tax on food, as this is a major source of revenue for cities throughout Kansas, including Prairie Village, and would negatively impact the services provided by local governments throughout Kansas."
- Remove the "Internet Sales Tax Collections" section.
- Replace existing "Distribution of Federal Funds" section and replace with new "Federal Funds" section: "With historic investments in infrastructure, sustainability, and clean energy projects through the Bipartisan Infrastructure Law and Inflation Reduction Act, the City of Prairie Village encourages the Legislature and state agencies to provide support, coordination, and guidance to local governments in order to maximize opportunities through these federal investments.''
- Add new section "Local Firearms Issues" with language as follows: "We strongly believe the ability to govern how firearms are possessed and transported throughout our community is a matter of local control. Local government should have the ability to regulate and enforce the possession and use of weapons within City-owned facilities, public parks, municipal pools, and City-owned vehicles. We urge state legislators to amend K.S.A. 75-7c that restricts local government from enacting important gun safety measures in their communities."
- Add a new section "Statewide Funding for the Arts" with the following: "The U.S. Bureau of Economic Analysis reports that the arts and culture sector contributed $4.1 billion to Kansas' economy in 2020. We support restoration of state funding for the arts. The arts industry provides jobs, generates revenue and economic activity, and enhances quality of life. The City of Prairie Village recognizes the important role individual artists and creative organizations play in building and sustaining cultural and economic vibrancy in Kansas."
- Add language related to housing rental inspections in "Local Control" section to read: "Our local communities across the state are best served and residents' values and standards are best

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

- Add to the "Federal Funds" section: "The City of Prairie Village supports the expansion of Medicaid to extend healthcare coverage to low-income Kansans."

- Add to the "Tax Law" section: "The State legislature, as required by Kansas statutes, should help relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program."

ATTACHMENTS

2023 Prairie Village Legislative Platform with LKM Statement on Municipal Policy

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: November 30, 2022

CITY OF PRAIRIE VILLAGE

2023 LEGISLATIVE PRIORITIES

WWW.PVKANSAS.COM

The City of Prairie Village endorses the League of Kansas Municipalities 2023 Statement of Municipal Policy. In addition, the following topics are the top legislative priorities for the City of Prairie Village in 2023:

2023 LEGISLATIVE PRIORITIES

NON-DISCRIMINATION

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

TAX POLICY & DARK STORE

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

TAX LAW

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

LEGALIZATION OF MARIJUANA

We support the legalization of marijuana and its derivatives.

SALES TAX ON FOOD

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

ANSAS.COM

ADDRESSING THE CLIMATE CRISIS AS A PUBLIC POLICY PRIORITY

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

FEDERAL FUNDS

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

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

LOCAL FIREARMS ISSUES

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

STATE FUNDING OF PUBLIC EDUCATION

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

STATEWIDE FUNDING FOR THE ARTS

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

LOCAL CONTROL

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

CITY OF PRAIRIE VILLAGE
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THE LEAGUE OF KANSAS MUNICIPALITIES

2023 Statement of Municipal Policy

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Mission Statement

The mission of the League shall be to strengthen and advocate for the interests of the cities of Kansas to advance the general welfare and promote the quality of life of the people who live within our cities.

Governing Body

President
J. Michael Wilkes
City Manager, Olathe

Vice President
Troy Tabor
Council Member, Andover

Past Presidents
Mike Boehm, Mayor, Lenexa
Sara Caylor, Commissioner, Ottawa
Daron Hall, City Manager, Pittsburg
David McDaniel, Mayor, Ellis
Terry Somers, Mayor, Mount Hope

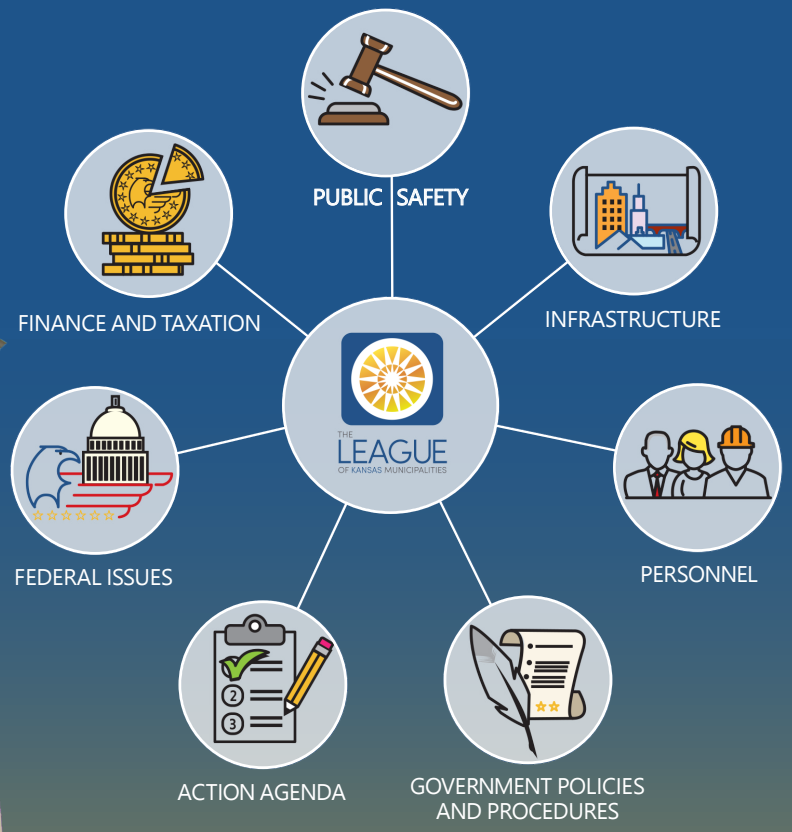
Directors
Bob Becker, Commissioner, Stockton
Thomas Brown, Mayor, McPherson
Roy Cessna, Mayor, Garden City
Branden Dross, City Manager, Herington
Tyrone Garner, Mayor, Unified Government
of Wyandotte County/Kansas City
Nick Hernandez, City Manager, Dodge City
Katie Jackson, City Attorney, Manhattan
Jenny Landers, Mayor, Otis
Amy Lange, City Manager, Concordia
Ty Lasher, City Manager, Bel Aire
Stan Luke, Mayor, Burlington
Michael Padilla, Mayor, Topeka
Christy Pyatt, City Clerk, Greensburg
Curt Skoog, Mayor, Overland Park
Austin St. John, City Administrator, Marysville
Brandon Whipple, Mayor, Wichita

Interim Executive Director
John Deardoff

ABOUT THE LEAGUE

SUPPORTING KANSAS CITIES

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



LEGISLATIVE PRIORITIES

The prosperity of the State of Kansas is absolutely dependent upon the prosperity of our cities. Over 84% of Kansans live in an incorporated city. In an effort to promote healthy and sustainable communities, the elected and appointed city officials of Kansas hereby establish the following as our legislative priorities for 2023:

Home Rule. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected officials making decisions for their communities, particularly local tax and revenue decisions.

Countywide Sales and Use Taxes. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

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

Property Taxes. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent, and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work on making government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

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

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

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

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

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

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

FINANCE & TAXATION

An adequate source of revenue is necessary to fund the essential services of city government. Each city is unique in both services provided and the ability to pay for such services; maximum flexibility should be granted to local governing bodies to determine the amount and source of funding for city services.

Tax/Spending Lid. Local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

Tax Policy. The League supports the long-established philosophy of balancing revenue from income, sales, and property taxes to assure the fiscal ability of the state and local governments to provide the services citizens want and need. Changes to tax policies should not be undertaken without a full understanding of the overall impact upon all taxpayers, taxing entities, and the sources and amounts of tax revenues to be generated or eliminated by such policy changes.

Property Taxes. We recognize in areas of the state there is a large reliance on property taxes to fund local and state government. All property taxing authorities, including cities, counties, the state, school districts, special districts, and community colleges should be equally transparent and have to abide by the same limitations, restrictions and requirements. Any additional transparency measures should not be burdensome or costly. We encourage the state and local governments to work to make government more efficient and recognize the need to work together on innovative approaches to reduce reliance on property taxes.

Property Tax Exemptions. We support a broad tax base and believe the existing property tax base should be protected. We encourage the legislature to resist any proposal to further exempt any specific property classification from taxation, including industry-specific exemptions. We support the current statutory definition of machinery and equipment and the exemption should not be expanded. The legislature should actively review existing exemptions to determine if they should continue or be repealed.

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

LAVTR. The state legislature, as required by Kansas statutes, should help to relieve the burden on property taxpayers by funding the Local Ad Valorem Tax Reduction (LAVTR) program.

Taxes Paid Under Protest. Due to the effect that taxes paid under protest and large property tax exemptions can have on cities, the state and the county where the city is located should be required to notify cities when taxes, including compensating use and ad valorem taxes, are paid under protest or a large tax exemption is filed so that cities have accurate data when making budgetary decisions.

Mandatory Spending. We oppose any law that requires a city spend a certain threshold to receive and maintain state dollars. All spending decisions should remain at the local level.

Countywide Sales and Use Taxes. Since 1977, Kansas has successfully used a city-county revenue sharing formula for the benefit of all. The existing formula benefits both city and county taxpayers and ensures there is a fair method to distribute funds that are generated primarily in cities.

Sales Tax. Kansas should have a broad sales tax on all goods and services. Cities should be able to impose voter-approved local sales taxes. Sales tax exemptions should be limited to those for which the benefit outweighs the tax dollars lost.

Alternative Revenue Sources. Cities should be authorized to approve alternative revenue sources in order to maintain appropriate levels of funding for the health, safety and welfare of our citizens.

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

Finance Policies. Cities should be allowed to set financial policies in-line with bond rating requirements and other generally accepted best practices for municipal management.

EMS/Hospital Funding. Municipal hospitals and emergency medical services (EMS) are challenged in meeting their communities' needs. We support the expansion of Medicaid in Kansas to allow such entities access to federal funding, helping cities maintain and provide critical services for their citizens. If the legislature fails to approve Medicaid Expansion, additional state funding needs to be made available to rural hospitals in order to retain businesses and their employees and sustain the health and lives of Kansans.

Unfunded Mandates. We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

City and County Revenue Sharing. The State Legislature should fund existing city and county revenue sharing programs as required by Kansas statutes.

Telecommunications Taxes. We support cities' continued ability to impose and collect taxes and fees on telecommunications providers.

Federal Loan Programs. We support changes to allow local governments to participate directly in federal loan programs.

Banking and Investment Restrictions. We support maximum banking and investment choices for local government. At a minimum, all cities, counties and school districts should have the same banking and investment authority the state has granted to itself.

Library Funding. We support Kansas statutes being modernized to reflect revenue neutral rate requirements when determining a public library's eligibility for state funding.

PUBLIC SAFETY

Cities play a critical role in the protection of the health and safety of the citizens of Kansas. Because mandated programs are costlier and less efficient, government at all levels should cooperate in the development of health and safety programs.

Law Enforcement and Public Safety. We believe cooperative efforts, rather than state and federal mandated requirements, are vital to the efficient and effective development of local law enforcement and public safety programs.

Asset Forfeiture. We support the use of asset forfeiture as an important component in reducing financial gains from criminal acts while providing civil due process. All assets forfeited, or the proceeds of the sale of the same, should remain with the local government that seizes the property.

Municipal Court. Municipal courts serve a vital role protecting an individual's right to equal protection under the law following arrest or detainment. We support the local control of, and judicial authority of, municipal courts. All assessed court funds under a municipal court order, other than restitution collected and payable to a third party and state assessments paid under K.S.A. 12-4117, shall be retained by the local municipality. We support municipalities' ability to set appropriate fines and fees.

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

Emergency Management. Because cities play a crucial role in effective emergency management, implementation strategies must promote cooperative efforts between federal, state and local governments. Changes to the Emergency Management Act should consider the role of the city in responding to disasters.

Medical Charges. The cost of health care services for prisoners and individuals in custody is a growing concern for cities. We strongly believe the first person responsible for the payment of medical costs should be the individuals in custody. Another needed change, to begin addressing these costs, is to clarify that the entity charging for a crime is responsible in the event those costs cannot be recovered. We support the pooling of resources between all state and local law enforcement agencies.

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

Service Animal Fraud. We recognize the important role service animals play for the disabled community. The use of such animals is being tainted by service animal fraud. We support strengthening and redefining the crime of service animal fraud to disincentivize individuals from asserting their animal is a service animal in order avoid vicious animal, exotic, livestock, or breed-specific ordinances.

Alcohol & CMB Regulation. We support the authority of cities to license and regulate alcoholic liquor and cereal malt beverage retailers and establishments. Additionally, we support changes to the common consumption statutes to allow more local control regarding the necessity of street closure.

Medical Marijuana. The legislature should carefully weigh the impact of medical marijuana on law enforcement and human resources. In addition, medical marijuana should be subject to existing state and local sales tax and cities should be able to levy their own excise fees and receive a portion of any state funds to offset the impact of medical marijuana. Also, cities should have the ability to opt-in to allowing dispensaries in their city. Kansas should only allow the cultivation and processing of medical marijuana and THC in licensed facilities and should not allow residential grow operations of any sort. In addition, Kansas should delay implementation to give time to study any issues that might result from the passage of medical marijuana legislation.

Firearms and Weapons. We support the local regulation of firearms and weapons.

Homeland Security. First responders at the local level serve as the front-line defense in the prevention and response to terrorism and other security risks. Local governments should be granted maximum flexibility and discretion over implementation of monies and strategies regarding homeland security.

Regulation. Any regulation should balance the costs to the benefit of the regulation. Existing regulations that no longer pass this balancing test should be repealed.

Cybersecurity. Organizations of every size constantly face cyber-related incidents. We encourage the State to provide collaborative discussions, training programs, and feasibility studies for the impact of cyber-attacks on cities. Cities will use information provided by the state government to determine best practices and policies for municipal implementation.

Scrap Metal. Cities are currently preempted from regulating scrap metal. We support a narrowing of this preemption so that cities can address issues at the local level.

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

INFRASTRUCTURE

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

TRANSPORTATION

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

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

Comprehensive Transportation Program. We support full funding of the Eisenhower Legacy Transportation Program. We oppose any use of these funds to balance the State's General Fund budget. Any reduction in funding jeopardizes existing programs.

Transportation Safety. The State should work in cooperation with local governments to continue to provide safe roads and bridges within Kansas. The State should focus on all users of the transportation systems and recognize that a system that is designed for use by pedestrians, bicycles, and vehicles is safer and more economically prosperous for all Kansans.

Transportation Maintenance. Because transportation infrastructure is critical to state and local development activities, we support the continued maintenance of the transportation infrastructure in Kansas. We further support continued funding to support multimodal transportation networks, including for mass transit, biking, and walking infrastructure.

Transportation Development Districts. We support the continued ability of cities to establish transportation development districts to meet the economic development and transportation infrastructure needs in the community.

Electric Charging Station Infrastructure. We support the expansion of electric charging station infrastructure throughout the state in order to increase the pace of electric vehicle adoption and positively impact local communities.

Airport Funding. We support the continued use of state economic development dollars (EDIF funds) to enhance airport facilities and services.

Recreational Trails. We support the development of recreational trails, including rails to trails, aquatic trails, and hike-and-bike on levee trails projects, and oppose any legislation that would make such development more burdensome or costly.

Rail Service. We support existing and enhanced passenger and freight rail service in Kansas and seek a strong partnership with the state and federal government to achieve meaningful improvements.

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

Utilities

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

Service Territory. Municipalities must retain the authority to purchase, construct, or extend the infrastructure necessary to supply the cities and their inhabitants with public utilities, including electric services. Cities should have the freedom and flexibility to grow and expand their service territories. The current statutory framework should be reviewed.

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

Right of First Refusal. We support municipal utilities having the ability to invest in new electric/transmission projects in order to provide reliable, affordable service to local customers. We oppose efforts prohibiting competition for transmission projects in Kansas.

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

Mandates. We oppose unfunded federal and state mandates regulating the operation of municipal gas, water, electric, sewer, telecommunications, solid waste, stormwater utilities or other utility services. Any mandates passed down to cities should not be imposed without a cost-benefit analysis and should be accompanied by appropriate funding. In addition, regulations should provide for a reasonable implementation schedule.

Public Water Supply Supervision Program. We support changes to the statutory language increasing the funding stability for the Kansas Department of Health and Environment's Public Water Supply Supervision program. These changes must balance municipal cost concerns and recognize the state has a responsibility to contribute to these important public health matters. In addition, we recognize a need to update standards to meet federal clean drinking water standards.

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

Energy

Electric Utility Deregulation. Community-owned and operated municipal electric utilities make long-term power supply decisions and investments with the goal of benefiting their overall community. We support continued local control over power supply decisions.

Statewide Energy Policy. We support the development of a coordinated and comprehensive Energy Plan. Further, we support creative and cooperative implementation of renewable energy and energy efficient technologies that are environmentally sustainable and economically successful.

Energy Efficiency. Energy efficiency saves money, drives investment across all sectors of the economy, creates jobs, and reduces the environmental impact of energy use. Accordingly, we support public and private incentives to encourage energy efficiency and renewable energy.

Building Codes. We oppose any measures to preempt local building codes. Further, cities should continue to be allowed to shape local codes to incentivize net zero or net-zero ready building requirements.

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

Water and Environment

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

Water Quantity. Government at all levels should aggressively pursue the conservation, protection and development of current and future municipal water supplies. We support cost-effective efforts to extend the life of reservoirs and to expand reservoir storage for use by municipal water suppliers. We support immediate state action, in consultation with municipal providers, to address over-appropriated surface and groundwater resources while respecting priority of water rights. The water rights management tools that have been developed in recent years should be modified or expanded so that they provide the same type of flexibility and authority to any water rights holder regardless of class.

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

Infrastructure Funding. We support increased federal and state funding to assist local communities with their water, wastewater, stormwater, levee and dam infrastructure and associated security needs. In addition, we call for loan terms of up to 40 years when the useable lifespan of an improvement will exceed the term of the loan.

Stormwater Management. We endorse regional and cooperative solutions to stormwater quality and quantity challenges that address point and non-point source pollution. We further endorse state measures to incentivize and enable investment in green infrastructure (e.g., street trees, use of native plants, etc.) to support sustainable communities.

Solid Waste. The Home Rule powers of cities to dispose of and manage municipal solid waste should not be restricted. This includes local control and decision-making surrounding recycling and composting programs.

Hazardous Waste. We support a comprehensive state-local approach to provide assistance in identifying hazardous wastes and to develop programs to monitor and dispose of such wastes. We encourage state agencies to work cooperatively with local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Further, appropriate education and training should be provided prior to the implementation of such programs.

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

Water and Wastewater Certification. We support improved certification programs that better align the necessary skillsets for real world water and wastewater system operation with the content of the corresponding exams. We support review of water and wastewater certification to ensure validity and reliability. These certifications need to continue to be protective of the public health and environment. We encourage contracting and collaboration to help utilities acquire the knowledge, skills, abilities, and certifications needed to effectively and efficiently serve Kansas rate payers.

HUMAN RESOURCES

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

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

KPERS & KP&F. We support the full funding of the Kansas Public Employees Retirement System (KPERS) and Kansas Police & Fire (KP&F) retirement systems and honoring all commitments that have been made by KPERS and KP&F. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS system should not impact a city's ability to hire and retain qualified public employees, including any undue burden on hiring KPERS retirees, or reduce benefits promised to employees.

Public Employer-Employee Relations Act (PEERA)/Collective Bargaining. We oppose any federal or state mandate requiring collective bargaining at the local level.

Personnel Mandates. We oppose state and federal mandates involving public personnel.

Weapons and Firearms. We support the ability of local governments to set policies regarding the carrying of weapons and firearms by municipal employees while they are engaged in their work.

Prevailing Wage. We oppose federal and state mandates requiring or prohibiting the payment of prevailing wage.

Health Care & Other Benefits. We support cooperation and active study of ways to relieve the financial burden of securing employee health care coverage, including the continued option for cities to participate in the state health care program.

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

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

GOVERNMENT POLICIES & PROCEDURES

Abiding by the longstanding constitutional Home Rule authority of Kansas cities, there is a need to ensure local governments maintain autonomy and the authority of self-governance to create a safe and sustainable quality of life for residents. In an effort to construct appropriate policies for their community, such as economic and community development initiatives, cities should be committed to implementing procedures which ensure ethical and transparent governance from their officials.

Home Rule. Consistent with the Home Rule Amendment of the Kansas Constitution approved by voters in 1960, we support local elected city officials making decisions for their communities, particularly local tax and revenue decisions.

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

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

Police Powers. We support the authority of cities to regulate in order to protect the health, safety, and welfare of the public.

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

City Elections. We oppose any action by the state or federal government that would threaten the ability of cities to hold non-partisan elections.

Filing for Office. In order to encourage a higher number of candidates to file for office, we support the filing location for city elections being available in the city clerk's office. The state should evaluate remote filing options in the future.

Filling of Vacancies. The current statutes for filling vacancies have served the state well for over fifty years. Vacancy filling should remain the responsibility of local governing bodies made up of duly elected officials.

Annexation. The ability of cities to grow is inherent in the economic growth and development of the state. Therefore, we support local jurisdictions' ability to make their own decisions regarding orderly growth through annexation.

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

Public Property & Rights-of-Way. We support the ability of cities to control and manage public property and rights-of-way and to impose franchise or use fees on those entities that utilize the rights-of-way.

Eminent Domain. Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. We support increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

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

Interlocal Cooperation. We support the principle of voluntary cooperation among all levels of government.

City/County Consolidation. We support processes for local consolidation without undue statutory barriers. We further believe the issue of consolidation is an inherently local one and the voters should be allowed to determine whether consolidation with another unit of government occurs.

Summary Publication of Resolutions. We support legislation allowing cities to publish a summary of a resolution, with the full text of any resolution posted on the city's official website, in lieu of publication of the full resolution.

Private Cemetery Liability. We support legislation removing the requirement for cities to care for and maintain formerly private cemeteries that have been dissolved.

Community Development

Housing. The lack of quality housing across the state creates an impediment to growth and economic development. The League supports programs that encourage access to quality housing, including but not limited to, the Housing Investor Tax Credit Act, the Kansas Affordable Housing Tax Credit Act, the Kansas Rural Home Loan Guarantee Act, guaranteeing appraisals in rural counties, the Historic Kansas Act, and the Kansas Rural Housing Incentive District Act.

Rural Housing Incentive Loan Fund. We support the creation of a State low interest revolving loan fund to finance development in Rural Housing Incentive Districts.

Abandoned and Blighted Housing. We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

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

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

Economic Development Partnerships. State and regional partnerships are vital to the sustained growth of the state and should be supported by policy and with adequate funding.

Tax Abatements. We support the authority of cities to offer tax abatements to encourage business investment in their communities.

Tax Increment Financing (TIF). We support the continued use of TIF to promote economic development. TIF laws should allow maximum flexibility and allow for efficient use by communities.

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

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

Relationships Are the Cornerstone of Effective Advocacy

1 Make Contact Prior to Legislative Session

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

2 Follow the Legislative Session

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

3 Participate in Local Government Day January 25, 2023

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

4 Make Contact During Legislative Session

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

5 Make Contact Following the Legislative Session

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

- Know your legislators on a first-name basis
- Always be respectful and avoid personal attacks
- Ask your legislator how he or she prefers to be contacted (email, phone, texts, etc.)
- Share your contact information
- Follow legislators' communications
- Sign up for emailed newsletters
- Follow legislators' Twitter accounts
- Send legislators your newsletter/updates

Tourism. We support cooperative ventures between the state and local government in Kansas to promote tourism as an industry that is vital to growth and development all across the state.

Tax Credits. We support the continued availability of tax credits as a tool for economic development.

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

Transparency in Government

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

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

Intergovernmental Dialogue. Communication between all levels of government is critical to the successful delivery of public services to the citizens of Kansas. Representatives from cities provide facts and information crucial to intergovernmental relations, and as such, should have the same rights and responsibilities as private interest lobbyists. We support current law regarding the use of state and local public moneys to provide information and advocate on behalf of our cities and citizens. Any reporting system should not increase the administrative burden on local governments.

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

FEDERAL ISSUES

Local officials welcome the opportunity to work together with federal and state officials on policies impacting local communities. Federal agencies should research and understand the fiscal impact on local units of government when implementing new guidelines or laws. Cities manage their finances, infrastructure and personnel more effectively without unfunded federal mandates.

Local Control. We support local elected officials making decisions for their communities. Though the Home Rule powers granted cities in the Kansas Constitution do not affect federal powers, we call on our representatives and federal agencies to look at federal legislation and regulations with local control in mind.

Police Reform. We support the work of our local police departments to make our communities safer for all. Any federal or state proposals for police reform should be focused on providing resources for local law enforcement, incentivizing transparency, and encouraging good police practices, including equity and justice.

Federal Recovery Money for Cities. Federal funding from the CARES Act and the American Rescue Plan Act have been critical for local governments to both respond to the negative impacts of the pandemic and support the economic recovery. As cities work on plans to best help their residents, Congress should not move to take back these funds.

Federal Bipartisan Infastructure Law (BIL). Federal funding from the Bipartisan Infrastructure Law (BIL) will be important for local governments to support critical city services and economic recovery. The League supports funding to municipal programs that enhance a better quality of life for all residents.

Advanced Refunding of Bonds. In order to allow cities to quickly recover from this current recession, we urge Congress to allow cities to issue tax exempt advance refunding municipal bonds. Cities refinancing bonds will be able to free much needed cash flow to reduce taxes or create capital investments.

Community Development Block Grants (CDBG). We support continued funding for Community Development Block Grants, Community Service Block Grants and HOME Grants. These programs' funding is an essential component of cities' strategies to fund critical community services and infrastructure needs.

Municipal Bonds. We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.

Broadband Deployment & Municipal Oversight. Access to reliable broadband service is increasingly important to the economic health of Kansas cities. However, federal action via legislation or orders from federal agencies must recognize the key role local governments play in such expansion, and it must not remove important planning and right of way authority from local governments. Cities must be afforded the continued right to address safety, health and welfare for both their citizens and other entities with valuable infrastructure in the right of way. In addition, the right of way serves as an important resource for citizens, and the right to offset costs of management and levy taxes should not be limited.

Energy Spikes. We support federal review and investigation of the extraordinary energy price spikes seen throughout the Midwest in Winter 2021. Based on the information gathered, we encourage Congress and federal, regional and state agencies to make appropriate changes in laws and regulations governing natural gas and electricity production and sales in order to promote stability in energy prices.

Immigration Reform. We support a federal solution to immigration reform. Any immigration policy should not negatively impact local governments with additional law enforcement or administrative burdens. We support Congress continuing assistance to under-served areas with large immigrant populations, who are attempting to remain in compliance with the United States Citizenship and Immigration Services.

Medicare Reimbursement Rates. We encourage the federal government to establish reasonable reimbursement rates.

Transportation. We support consistent federal funding of the nation's multimodal transportation with increased support to critical regional infrastructure priorities.

Every Day Counts Initiative. We support the U.S. Department of Transportation's Every Day Counts initiative to enhance roadway safety, integrate automation, reduce traffic congestion, and shorten project delivery processes in order to save time, money, and resources.

Stormwater. We support simple and flexible federal regulations of municipal stormwater run-off that allow for orderly and cost-effective development. The federal government should appropriate funds for research and for the development of pilot projects on stormwater management.

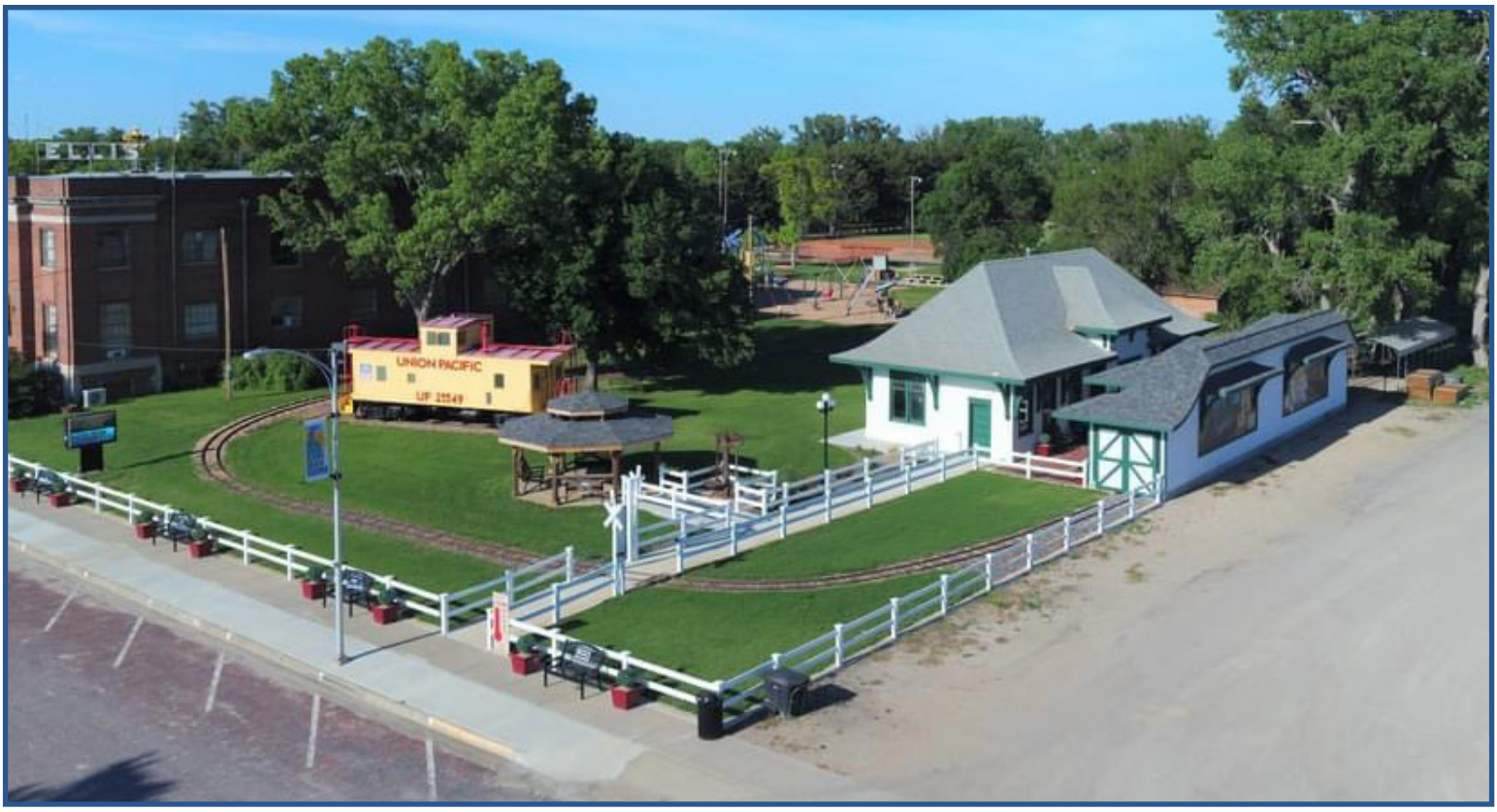
Water Quality. We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse federal investments and cooperative solutions that address water quality challenges and take into account municipal cost concerns.

Hazardous Waste. We urge federal agencies to work cooperatively with state and local governments in the development and approval of programs to identify, monitor and dispose of hazardous waste. Appropriate education and training should be provided prior to the implementation of such programs.

Telecommunications Data. We support the continued ability of public safety officials to access data from telecommunications companies in times of emergencies to assist investigations.

Rail Service. We support existing and enhanced passenger and freight rail service in Kansas. In many cases, this service is the only affordable alternative to highway transportation in communities. Changes to Amtrak service should not sacrifice this alternative nor the investments in the service by cities.

Railroad Quiet Zones. We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.



City Facts

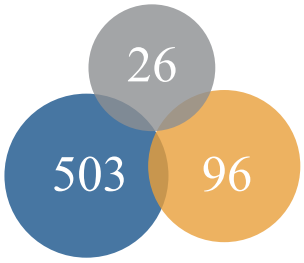
Total Number of Incorporated Cities = 625

Total Population of the State = 2,913,805

Total City Population = 2,420,761

83.08% of the state's population resides in an incorporated city.

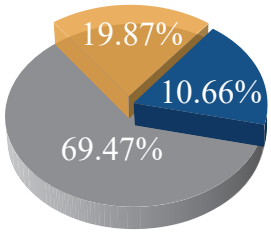
Number of Cities



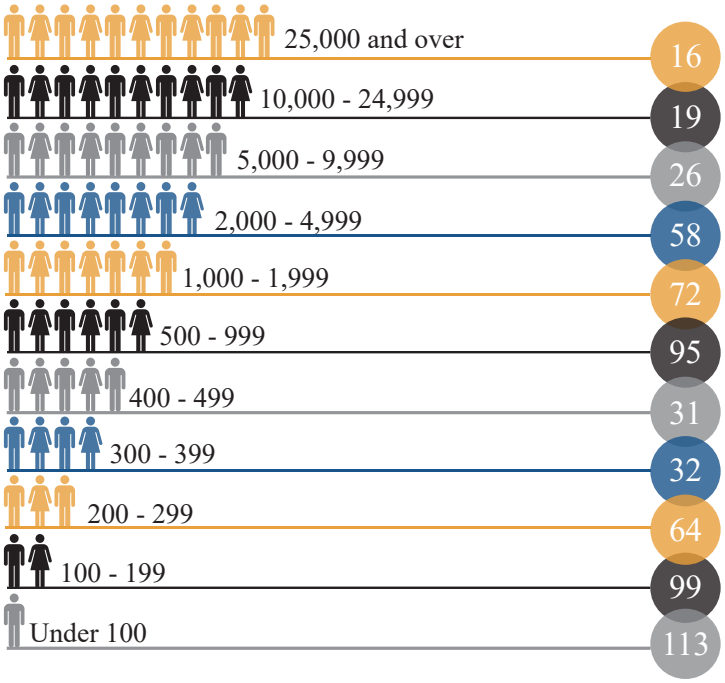
Class of City

- Cities of the First Class
- Cities of the Second Class
- Cities of the Third Class

% of Total City Population



Population Group / Number of Cities



Form of Govenment	Number of Cities
Mayor-Council	554
Commission	10
Commission-Manager	37
Mayor-Council-Manager	20
Modified Mayor-Council	2
Consolidated City-County	2

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Policy Development

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

The League Advocates for Cities

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

The League Offers Guidance

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

Communications & Outreach

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

Municipal Training & Education

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

Contract Services

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

THE
LEAGUE
OF KANSAS MUNICIPALITIES

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A Publication of The League of Kansas Municipalities
October, 2023

PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 5,2022

COU2022-81 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN 2023 CARS PROJECT: NALL AVENUE FROM 67TH STREET TO 75TH STREET (NAAV0005)

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2023 CARS Project Nall Avenue From 67th Street To 75th Street (NAAV0005) in the amount of $233,810.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2021, 2022 and 2023 in November 2020. Affinis Corp was selected as the City's design consultant from the 3 firms interviewed.

NALL AVENUE DESIGN

This agreement is for the design the design of the 2023 CARS Project Nall Avenue From 67th Street To 75th Street (NAAV0005). Construction is anticipated to begin in the summer of 2023. This design contract includes signal design for modification at 71st Street and 67th Street along with a new signal installation at 75th Street, drainage modifications as needed in addition to the standard design requirements for a roadway improvement.

Earlier this year, Transystems updated a traffic study for this corridor. This study focused on the section of Nall Avenue from 67th Street to 75th Street and determined that the reduction of lanes from 4 to 3 is appropriate given the volume of cars and turning traffic. Included in the new layout will be dedicated bike lanes per the City of Prairie Village and the City of Overland Park Bike/Ped plans. The result of the study is the foundation for the design on this corridor. Proposed lane configuration is shown below:

Figure 4: Road Diet - Before and After (Photo courtesy of Jennifer Selby)

FUNDING SOURCE

Funding is available in the CIP project NAAV0005.

ATTACHMENTS

1. Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, City Engineer November 29, 2022

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECTS:

NAAV0005 - NALL AVENUE – 67TH STREET TO 75TH STREET (2023 CARS PROGRAM)

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "**City**", and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the "**Consultant**".

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2023 CARS Project hereinafter called the "**Project**",

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

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

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

Article I City Responsibilities

A. **Project Definition** The City is preparing to design and construct roadway and signal improvements throughout the city as part of the CARS Program.

B. **City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Consultant's services for the Project.

C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third-party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third-party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.

E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.

G. The City has funded the following:

2023 CARS Program

1. Nall Avenue – 67th Street to 75th Street

Article II Consultant Responsibilities

A. **Professional Engineering Services** The Consultant shall either perform for or furnish to the City professional engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.

B. **Prime Consultant** The Consultant shall serve as the prime professional Consultant for the City on this Project.

C. **Standard Care** The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.

D. **Consultant Representative** Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

Article III Scope of Services

A. **Design Phase**

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.

1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
3. Conduct field reconnaissance with City to evaluate and identify:
    a. Design issues.
    b. Need for drainage improvements.
    c. Need for full depth pavement repairs.
    d. Need for sidewalk replacement.
    e. Location for new sidewalk.
    f. Need for curb and gutter replacement.

g. Need for and limits of driveway replacement.
h. Need for which type of ADA ramps.
i. Utility locations and conflicts.
j. Tree conflicts.
k. Adjacent property feature conflicts.

4. Perform necessary control and field surveys to complete signal and pedestrian improvements, retaining wall reconstruction at 6701 Nall, and storm sewer rehabilitation, as necessary.

   a. Contact Kansas One-Call, WaterOne, and the City to coordinate marking of underground utilities and field locate all marked or visible utilities.

   b. Gather aerial and topographic data from Johnson County AIMS mapping to supplement field survey.

   c. Obtain current property owner information as provided through Johnson County AIMS system.

5. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.

6. Prepare utility conflict list and provide status updates monthly.

7. Public Information

   a. Prepare for and conduct two (2) public meetings to explain the project to the residents of the project area, and to receive public comments at a time and place arranged by the City. The meetings will be held following preliminary design and prior to construction with Contractor. Notifications for the meetings will be prepared and distributed by the City.

      (1) Prepare all necessary exhibits, FAQs, and plans to illustrate the proposed improvements.
      (2) Have persons available to explain the proposed work and to answer questions. Three (3) people for (2) hour meetings along with setup time is budgeted.

   b. Be available to meet with property owners as directed by the City to discuss the project at any time throughout the project. Two (2) meetings with one (1) person for two (2) hours are budgeted.

8. Prepare preliminary construction plans (60%).

   a. Project title sheet.

   b. Typical sections.

   c. Survey reference and alignment data sheet.

   d. Plan sheets for street improvements. Profile sheets not anticipated.

   e. Cross sections (not included).

   f. Individual sidewalk ramp design and details per ADA requirements.

   g. Intersection details.

   h. Retaining wall plan and profile.

   i. Construction phasing showing temporary traffic control measures per MUTCD for various phases of construction.

   j. Pavement marking and signing measures per MUTCD.

   k. Erosion control plan.

   l. City standard details and other special details pertinent to the project.

m. Incorporate recommended storm sewer improvements based on condition assessment of existing system performed by City staff.

n. Traffic signal design.

(1) 75th Street – signal installation.

(2) 71st Street – signal modification.

(3) 67th Street – signal modification.

o. Street lighting (not included).

p. Quality control review and revisions.

9. Submit one set (one full size and one half-size) of preliminary (60% completion) construction plans for City review.
10. Present one set (half-size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
11. Perform field check with City.
12. Prepare legal descriptions with tract maps for temporary and permanent easement documents. Prepare easement documents and/or rights of entry for up to eight (8) tracts.
13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
15. Prepare final documents based of review and comments from City and other review agencies of the preliminary plans.
16. Prepare final project manual for City review.
17. Submit one half size set of final (95%) plans and specifications for City review.
18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
19. Prepare a final opinion of probable construction cost.
20. Prepare bid documents for **one bid package** using the City's standard documents for the 2022 CARS Project.

B. Bidding Services Phase

1. Provide the City a notice of bid for publication by the Thursday prior to advertise date.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.
4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.

7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings to the City and Johnson County. Provide files of the plans or drawings in PDF Format.

C. Construction Services Phase

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

Article IV Time Schedule

A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly, and continuous progress of the Project.

B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

C. **Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal

agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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

2023 CARS Project

Design Phase	Due by March 17, 2023
Bid Advertisement Date	April 7, 2023
Letting Date	May 10, 2023

Article V Compensation

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

2023 CARS Project

Design Phase	$211,210.00
Bidding Services Phase	$8,235.00
Construction Services Phase	$14,365.00
2023 CARS Fee	**$233,810.00**

B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours, and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.

C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.

E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time, or complexity of Project.

Article VI General Provisions

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

B. **Quantity Errors**: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:

1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit;
2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;
3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles;
4. Errors and omissions coverage of not less than $1,000,000. Deductibles for any of the above coverage shall not exceed $25,000 unless approved in writing by City.
5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

F. **Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that

Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

G. **Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

H. **Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

I. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

J. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

K. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.

L. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

M. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

N. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

O. **Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

P. **Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Q. **Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

R. **Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

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

City:	**Consultant:**
City of Prairie Village, Kansas	Affinis Corp
By: _____ Eric Mikkelson, Mayor	By: _____ Kristen E. Leathers-Gratton, PE
Address for giving notices:	Address for giving notices:
City of Prairie Village Department of Public Works 3535 Somerset Drive Prairie Village, Kansas 66208	Affinis Corp 8900 Indian Creek Parkway Suite 450, Building 6 Overland Park, Kansas 66210
Telephone: 913-385-4640 Email: publicworks@pvkansas.com	Telephone: 913-239-1122 Email: kleathers@affinis.us
ATTEST:	APPROVED AS TO FORM BY:
_____ Adam Geffert, City Clerk	_____ David Waters, City Attorney

Exhibit B

PROJECT ESTIMATING SHEET

PV Project Number: NAAV0005

Nall Avenue - 67th St. to 75th St. (2023 CARS)

Prairie Village, Kansas

Date: 8/16/2022

			PRINCIPAL	PROJECT	ENGINEER	INTERN	DESIGN	DESIGN	CADD	CADD	LAND	SURVEY	SURVEY	ADMIN.	LABOR	OTHER DIRECT COSTS		TOTAL
			SR PM	MANAGER I	II	ENGINEER II	TECH II	TECH I	TECH II	TECH I	SURVEY II	CREW II	CREW I	SUPPORT	COSTS	ITEM	COST	FEE
		Tasks	$250.00	$195.00	$155.00	$120.00	$170.00	$130.00	$115.00	$100.00	$140.00	$120.00	$100.00	$95.00				
A.		**DESIGN PHASE**																
	1.	Pre-design meeting		2	4	2									$1,250			$1,250
	2.	Review existing information		1	3										$660			$660
	3.	Field reconnaissance		4	2	8									$2,050			$2,050
	4.	Control & field survey		4						32	32	64	64	4	$22,920	Mileage	$200.00	$23,120
	5.	Utility coordination (3 meetings)		12	16	16		8			4				$8,340			$8,340
	6.	Utility conflict list & monthly status updates		4		4									$1,260			$1,260
	7.	Public information																
		a. Prepare for & conduct public meetings (2 meetings)	2	8	16	16	4		16					4	$9,360			$9,360
		b. Meet w/ property owners to discuss project (2 meetings)	1	4		4			2						$1,740			$1,740
	8.	Preliminary Plans																
		a. Project title sheet		1		1			2						$545			$545
		b. Typical sections		1		2			2						$665			$665
		c. Survey reference and alignment data sheet				2			4						$700			$700
		d. Plan sheets		8		48	16	32	64						$21,560			$21,560
		e. Cross sections (not included)													$0			$0
		f. ADA ramp details		4	8	16	16		16						$8,500			$8,500
		g. Intersection details		4			16		16						$5,340			$5,340
		h. Retaining wall plan and profile		2		4	8		8						$3,150			$3,150
		i. Construction phasing & temporary traffic control		4	16	16		16							$7,260			$7,260
		j. Pavement marking & signing		4	16			32							$7,420			$7,420
		k. Erosion control plan				12			12						$2,820			$2,820
		l. Standard and special details		1	2		8	8	8						$3,825			$3,825
		m. Incorporate storm maintenance recommendations		1		4			8						$1,595			$1,595
		n. Traffic signals																
		75th Street - signal installation	4	4	80		16	124							$33,020			$33,020
		71st Street - signal modification	1	1	16		8	24							$7,405			$7,405
		67th Street - signal modification	2	2	24		8	32							$10,130			$10,130
		o. Street lighting (not included)													$0			$0
		p. Quality control review and revisions	4	8	4		8								$4,540			$4,540
	9.	Submit preliminary plans (60%) to City (electronic copy)						2							$260			$260
	10.	Submit preliminary plans to utilities, gov't. agencies, etc.				2		2						2	$690			$690
	11.	Perform field check		4	4	8									$2,360			$2,360
	12.	Prepare easement documents & rights of entry (8 tracts)		4						16	16			4	$5,000	8 Title Reports	$3,200.00	$8,200
	13.	Prepare OPCC (+15%)		2	4	6		4							$2,250			$2,250
	14.	Project meetings and documentation (4 meetings)	2	12	6	24		8							$7,690			$7,690
	15.	Prepare final plans (address City comments)		8	16	16		32	32						$13,800			$13,800
	16.	Project manual	1	4	4	8								8	$3,370			$3,370
	17.	Submit final plans and specs to City (electronic copy)				2		2							$500			$500
	18.	Submit final plans to utilities, gov't. agencies, etc.				2		2						2	$690			$690
	19.	Prepare OPCC		1	4	4		4							$1,815			$1,815
	20.	Bid documents (all)	1	2		4		4						2	$1,830			$1,830
																Mileage	$500.00	$500
																Repro./Delivery	$1,000.00	$1,000
		DESIGN PHASE - SUBTOTAL HOURS	18	121	245	231	108	336	190	48	52	64	64	26				
		DESIGN PHASE - SUBTOTAL FEE	$4,500	$23,595	$37,975	$27,720	$18,360	$43,680	$21,850	$4,800	$7,280	$7,680	$6,400	$2,470	$206,310		$4,900.00	**$211,210**

Exhibit B

PROJECT ESTIMATING SHEET

PV Project Number: NAAV0005

Nall Avenue - 67th St. to 75th St. (2023 CARS)

Prairie Village, Kansas

Date: 8/16/2022

			PRINCIPAL	PROJECT	ENGINEER	INTERN	DESIGN	DESIGN	CADD	CADD	LAND	SURVEY	SURVEY	ADMIN.	LABOR	OTHER DIRECT COSTS		TOTAL
			SR PM	MANAGER I	II	ENGINEER II	TECH II	TECH I	TECH II	TECH I	SURVEY II	CREW II	CREW I	SUPPORT	COSTS	ITEM	COST	FEE
		Tasks	$250.00	$195.00	$155.00	$120.00	$170.00	$130.00	$115.00	$100.00	$140.00	$120.00	$100.00	$95.00				
B.		**BIDDING PHASE**																
	1.	Provide City w/ notice to bidders				1									$120			$120
	2.	Post advertisement to plan room				1									$120			$120
	3.	Provide bidding documents to plan room						2							$260			$260
	4.	Plans and meeting request to utilities				1			1						$235			$235
	5.	Pre-bid meeting & documentation		4		4								1	$1,355			$1,355
	6.	Prepare addenda & respond to bidder's questions		2	2	8		8						2	$2,890			$2,890
	7.	Provide engineer's estimate		2	2									1	$795			$795
	8.	Attend bid opening		2		2									$630			$630
	9.	Prepare bid tabulation & evaluate bidders		1		2									$435			$435
	10.	Prepare constuction contracts & documents (5 sets)				2								4	$620			$620
	11.	Plan deliverables (hard copy and PDF)						1						1	$225			$225
																Mileage	$50.00	$50
																Repro./Delivery	$500.00	$500
		BIDDING PHASE - SUBTOTAL HOURS	0	11	4	21	0	11	1		0	0	0	9				
		BIDDING PHASE - SUBTOTAL FEE	$0	$2,145	$620	$2,520	$0	$1,430	$115		$0	$0	$0	$855	$7,685		$550.00	**$8,235**
C.		**CONSTRUCTION SERVICES PHASE**																
	1.	Pre-construction meeting and documentation		2	4	4									$1,490			$1,490
	2.	Periodic construction consultation	2	8	8	4									$3,780			$3,780
	3.	Shop drawing & submittal review			4	4	4								$1,780			$1,780
	4.	Plan revisions		2	4	4		8							$2,530			$2,530
	5.	Construction progress meetings (6 meetings)		6		12									$2,610			$2,610
	6.	Record drawings		1	2	2		4							$1,265			$1,265
	7.	Furnish CAD files & TIFF images						2							$260			$260
																Mileage	$150.00	$150
																Repro./Delivery	$500.00	$500
		CONSTRUCTION SERVICES PHASE - SUBTOTAL HOURS	2	19	22	30	4	14	0	0	0	0	0	0				
		CONSTRUCTION SERVICES PHASE - SUBTOTAL FEE	$500	$3,705	$3,410	$3,600	$680	$1,820	$0	$0	$0	$0	$0	$0	$13,715		$650.00	**$14,365**
		Grand Total - Fee	***$5,000***	***$29,445***	***$42,005***	***$33,840***	***$19,040***	***$46,930***	***$21,965***	***$4,800***	***$7,280***	***$7,680***	***$6,400***	***$3,325***	***$227,710***		***$6,100***	***$233,810***
		Grand Total - Hours	***20***	***151***	***271***	***282***	***112***	***361***	***191***	***48***	***52***	***64***	***64***	***35***		***1444***		

ADMINISTRATION

Council Committee Meeting Date: December 5, 2022
City Council Meeting Date: December 19, 2022

COU2022-80 2022 Exterior Grant & Sustainability Grant Report and 2023 Recommended Program Changes

RECOMMENDED MOTION:

Make a motion to accept staff's recommendation for the 2023 Exterior Grant and Sustainability Grant programs, increasing the appraised value maximum for the Exterior Grant from $300,000 to $325,000; increasing the City's percent match from 20% to 25%; decreasing the minimum homeowner investment from $2,500 to $2,000; adding an insulation-only program option to the Sustainability grant program; expanding the time to complete from 180 to 120 days; opening the program application period on February 1, 2023; and utilizing unspent 2022 funds in 2023.

BACKGROUND

In 2008, the Exterior Grant Program was funded to encourage homeowners to invest in their home's curb appeal. Each year, City staff prepares an annual report for the Governing Body that outlines how the Exterior Grant Program funds were utilized. In 2022, the City allocated $74,000 from the Economic Development Fund to this grant program. Below is a brief overview of the 2022 program results:

- 34 exterior grants awarded totaling $58,003 *(as of 11/30/2022)*
- 7 applicants were left on the waitlist
- 9 applications were abandoned due to various issues including contractor and supply limitations
- Total homeowner investment: $312,840
- Average grant award for exterior grant: $1,706
- Average appraised value for homes receiving grants: $293,866

In 2021, the Residential Sustainability Grant was created to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes. $20,000 was set aside for the program in 2022, plus $11,215 roll over from the prior year. Below is a brief overview of the 2022 program results:

- 14 sustainability grants awarded total $21,956
- 0 applicants remained on the waitlist
- 1 application was abandoned
- Total homeowner investment: $118,314
- Average grant award: $1,568
- Average appraised value for homes receiving grants: $442,393

RECOMMENDED CHANGES FOR 2023 PROGRAMS

Staff recommends the following changes for 2023:

- Increase the appraised value maximum for the 2023 Exterior Grant Program from $300,000 to $325,000
- Move the application process to Open Gov online cloud-based platform *(in person applicants will be assisted with submitting applications on a computer at the Codes department)*
- Increase the City's percentage match from 20% to 25%
- Decrease the minimum homeowner investment from $2,500 to $2,000

- Add an insulation-only project option to the Sustainability Grant program, allowing for smaller projects
- Open the program on February 1 and extend the amount of days to complete the project from 120 to 180 days to allow additional time to complete projects
- Reallocate the unused 2022 exterior grant funds (estimated $15,997) to the 2023 Exterior Grant Program – increasing the 2023 budget to $90,000

ATTACHMENTS

Exterior and Sustainability Grant Presentation

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: November 30, 2022

Residential Exterior & Sustainability Grant Update

December 5, 2022

Exterior Grant Program Overview

- Grants reimburse 20% of total project cost, up to $12,500
- Grants range from $500 to $2,500 depending on total project cost
- Funded through the Economic Development Fund
- Projects must be on the list of eligible improvements, abide by municipal code, and may require a building permit
- $74,000 budgeted for 2022
- Purpose of the program is to promote beatification and property maintenance and provide a tool to address code violations within neighborhoods

2022 Exterior Grant Eligibility Requirements

- Appraised value not to exceed $300,000
- Repairs must total at least $2,500
- Property must be owner-occupied or must have active rental license for last 365 days

Exterior Grant Eligible Improvements

- Roofs
- Lighting
- Shutters
- Garage Doors
- Masonry
- Foundations
- Gutters
- Fencing-front
- Additions
- Concrete
- Front Doors
- Windows
- Awnings
- Decks
- Trash Screening

Exterior Grant – Ineligible Expenses

How Funds CANNOT Be Spent:

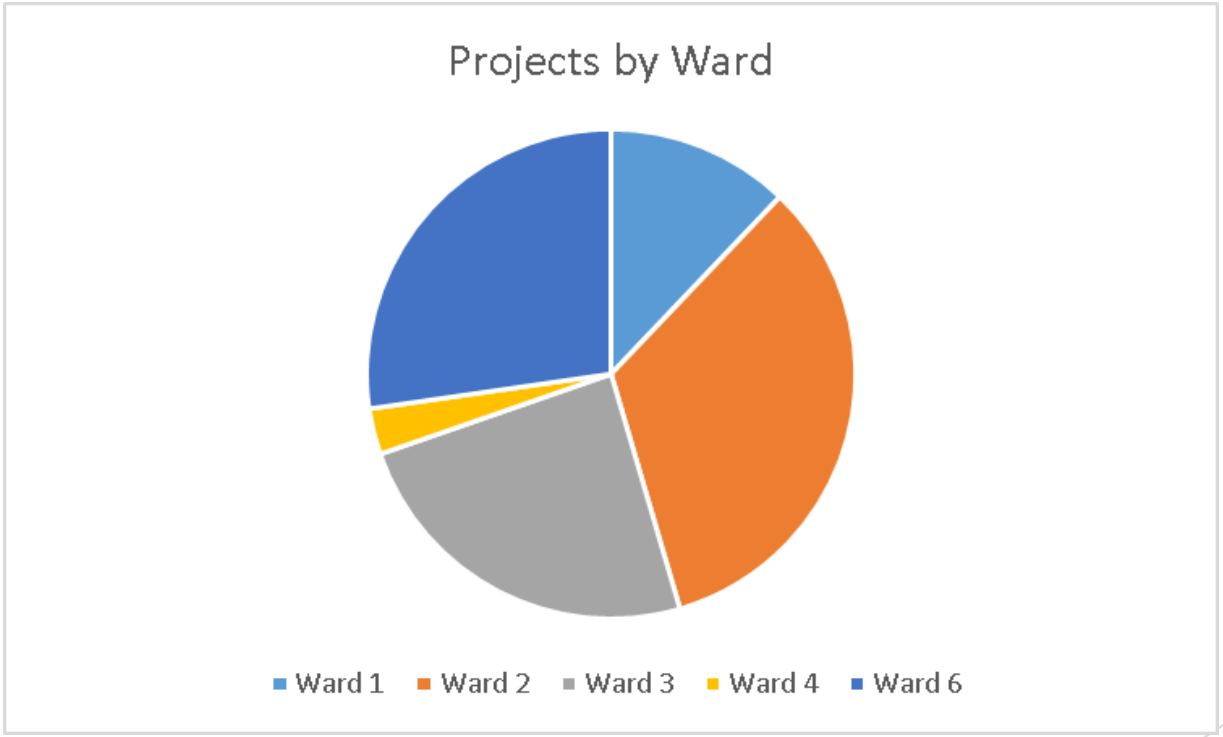
1. Ladders
2. Construction Tools
3. Decks and Fencing (unless front-facing)
4. Interior Home Improvements

2022 Exterior Grants by the Numbers

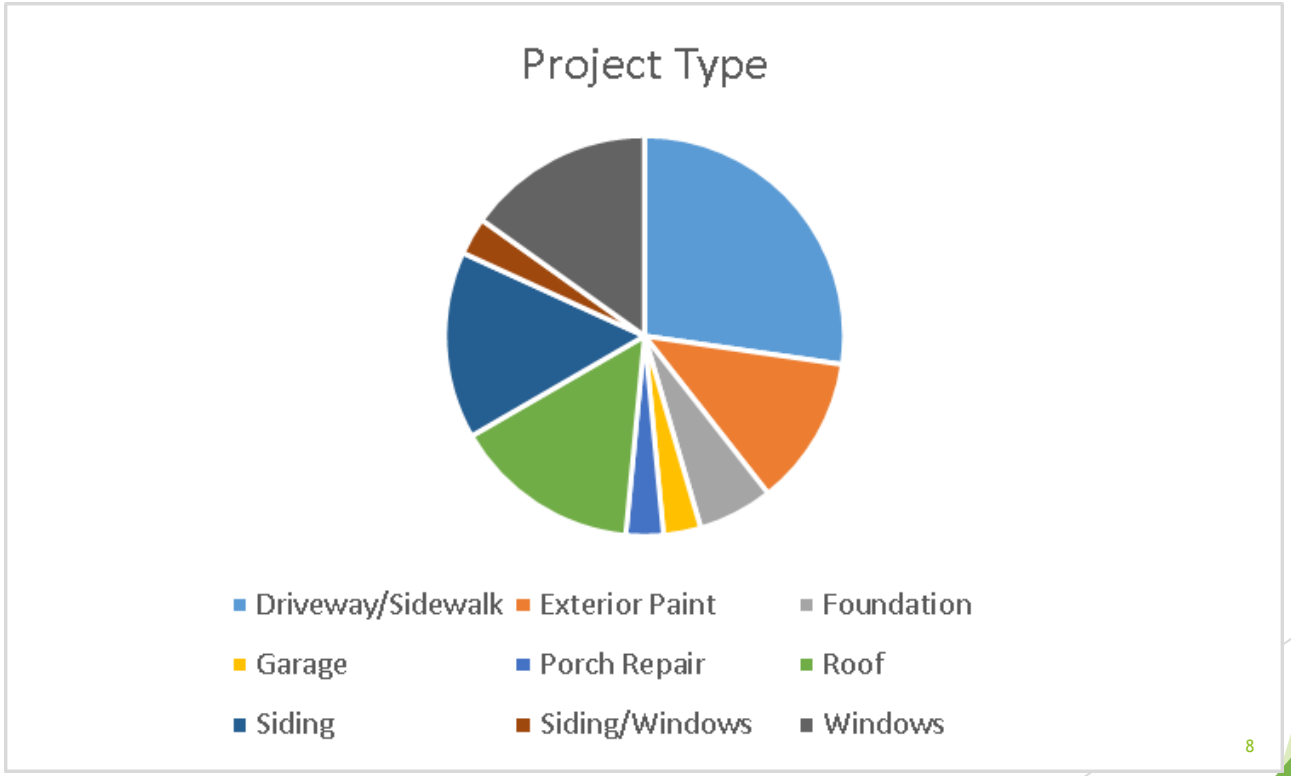
- Grants Awarded: 34
- Applicants on Waitlist: 7
- Abandoned Projects: 9
- Homeowner Investment: $312,840
- Money Awarded: $58,003
- Average Grant: $1,706
- Average App. Value: $293,866

**Figures will be finalized after 12/31/2022*

Grants Awarded by Ward in 2022

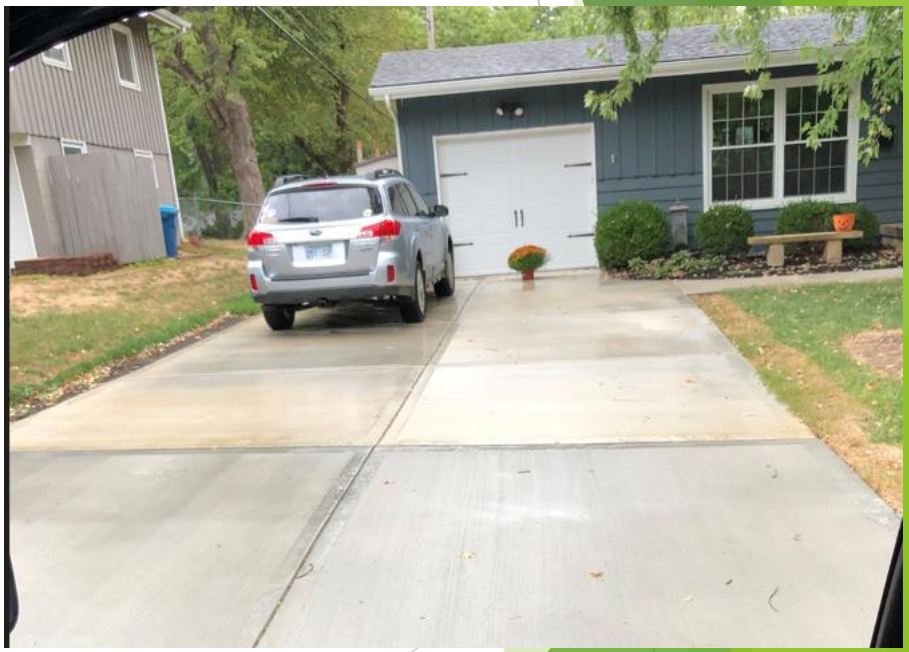


Exterior Grants by Project Type in 2022



New Siding Pictures

Exterior Paint and New Driveway Pictures



Exterior Paint Pictures

New Siding and Garage Door Pictures

Porch Repair

Residential Sustainability Grant Program Overview

- Program began in 2021
- City provides a 20% match for energy efficiency improvement with a minimum investment by the property owner of $2,500
- Energy saving improvement must meet the 2021 International Energy Conservation code
- Purpose is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes
- $20,000 budgeted for 2022, plus $11,215 roll over from prior year

2022 Sustainability Grant Eligibility Requirements

- No appraised value maximum
- Must be current on all taxes and free of code violations
- Property must be a one or two-family dwelling

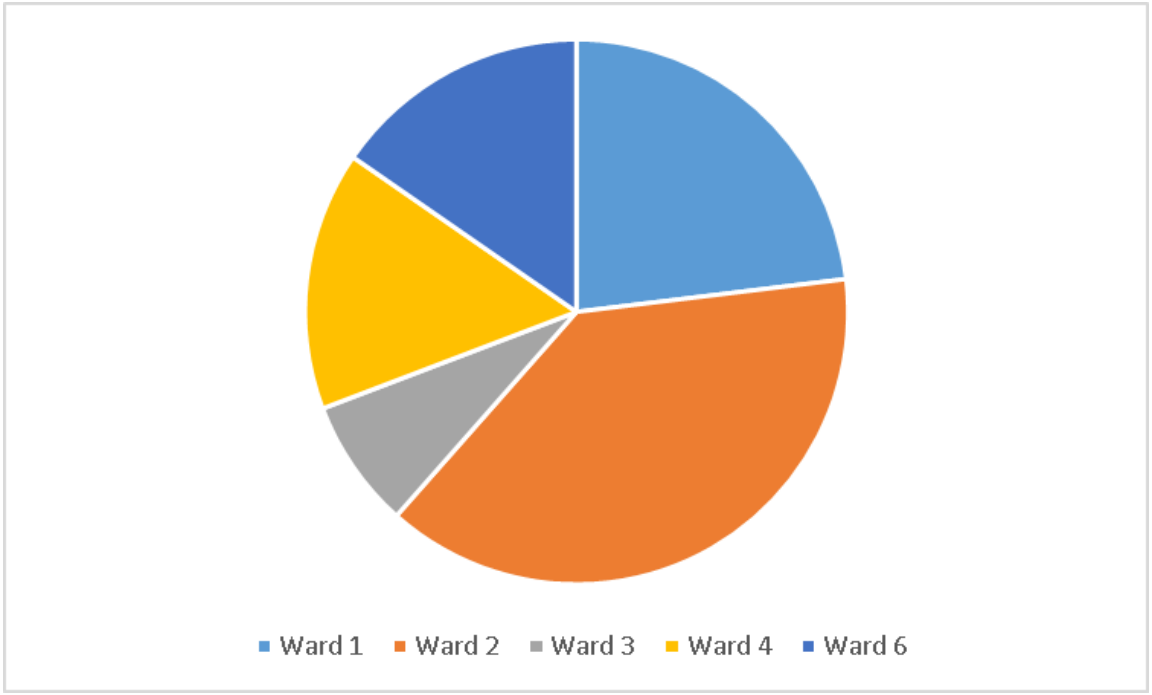
Sustainability Grant Eligible Improvements

- Windows/Doors/Skylights
- Air Conditioners
- Furnaces
- Solar Panels
- Water Heating Equipment
- Energy Audits
- Wind Power Installations
- Insulation
- Geothermal
- Duct sealing
- Other energy efficiency projects as deemed appropriate by Building Official

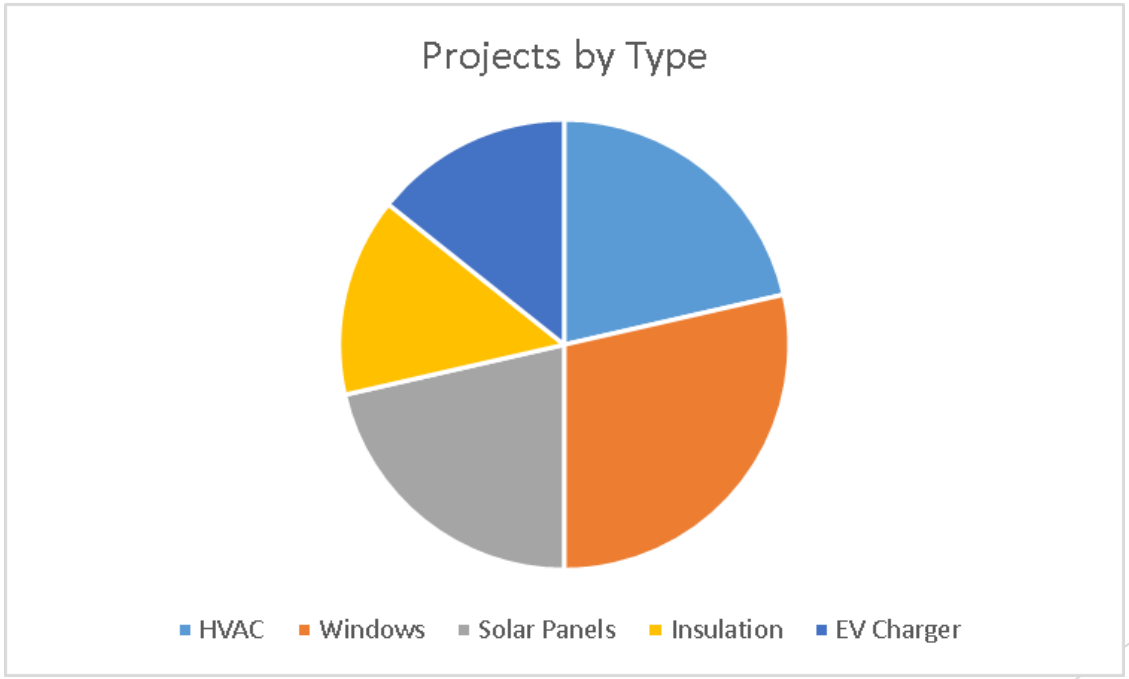
2022 Sustainability Grants by the Numbers

- Grants Awarded: 14
- Applicants on Waitlist: 0
- Homeowner Investment: $118,314
- Money Awarded: $21,956
- Average Grant: $1,568
- Average App. Value: $442,393

Grants Awarded by Ward in 2022



Sustainability Grants by Project Type in 2022



New Window Pictures

New Solar Panel Pictures

Appraised Value Maximum History for Exterior Grant

- 2022 Program: $300,000
- 2021 Program: $275,000
- 2020 Program: $250,000
- 2019 Program: $225,000
- 2018 Program: $200,000
- 2017 Program: $175,000
- 2016 Program: Designated areas of the City (no maximum)

Recommended Program for 2023

Exterior Grant Program for 2023

- Increase the appraised value maximum for the 2023 Exterior Grant Program from $300,000 to $325,000
- Move the application process to Open Gov online cloud-based platform *(in person applicants will be assisted with submitting applications on a computer at the Codes department)*
- Increase the City's percentage match from 20% to 25%
- Decrease the minimum homeowner investment from $2,500 to $2,000
- Add an insulation-only project option to the Sustainability Grant program, allowing for smaller projects
- Open the program on February 1 and extend the amount of days to complete the project from 120 to 180 days to allow additional time to complete projects
- Reallocate the unused 2022 exterior grant funds (estimated $15,997) to the 2023 Exterior Grant Program – increasing the 2023 budget to $90,000

Recommended Program for 2023

Sustainability Grant Program for 2023

- Increase program budget to $30,000
- Move the application process to Open Gov online cloud-based platform *(in person applicants will be assisted with submitting applications on a computer at the Codes department)*
- Increase the City's percentage match from 20% to 25%
- Decrease the minimum homeowner investment from $2,500 to $2,000
- Add an insulation-only project option to the Sustainability Grant program, allowing for smaller projects
- Open the program on February 1 and extend the amount of days to complete the project from 120 to 180 days to allow additional time to complete projects

PRAIRIE VILLAGE
KANSAS

2023 CONTRACTOR LICENSING INFORMATION

The City of Prairie Village is transitioning to an online, cloud-based Contractor Licensing and Building Permitting system called OpenGov.

Contractor licensing begins online 12/05/2022
Permitting begins online 01/03/2023

prairievillageks.viewpointcloud.com

IMPORTANT NOTE

Be sure to renew prior to 12/31/2022 if you have an existing permit with the City. Failure to do so will result in a Stop Work at your jobsite.

MAYOR'S ANNOUNCEMENTS
Monday, December 5, 2022

Planning Commission	12/06/2022	6:00 p.m.
Tip-A-Cop event	12/08/2022	5:00 p.m.
Diversity Committee	12/13/2022	5:30 p.m.
Parks and Recreation Committee	12/14/2022	5:30 p.m.
Environmental Committee	12/14/2022	5:30 p.m.
City Council	12/19/2022	6:00 p.m.
Christmas Day observed – City offices closed	12/26/2022	
New Year's Day observed - City offices closed	01/02/2023	

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INFORMATIONAL ITEMS
December 5, 2022

1. December plan of action

THE CITY OF PRAIRIE VILLAGE
STAR OF KANSAS

DATE: November 28, 2022

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan

SUBJECT: DECEMBER PLAN OF ACTION

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

- Annual Evergy Update - Wes (12/22)
- Council Committee Preference Requests - Adam (12/22)
- Annual Contract Renewals - Staff (12/22)
- Mayor's Holiday Tree Lighting - Staff (12/22)
- 2023 Non-Health Insurance Midyear Evaluation - Jason/Nickie (12/22)
- 2023 Employee Status Sheet Updates - Cindy (12/22)
- 2023 Arts Council Beverage License Renewal - Nickie (12/22)
- 2023 Commercial Beverage License Renewals - Adam (12/22)
- Agreement for Audit of 2022 Financials - Jason (12/22)
- Council Work Session - Meghan/Wes (12/22)
- 2022 Employee Appreciation/Recognition - Meghan (12/22)
- Village Voice Articles for January/February Edition - Ashley/Staff (12/22)
- Sustainability and Exterior Grant Presentation - Nickie (12/22)
- Research Federal Infrastructure/Jobs Act Grants - Jason/Nickie (12/22)
- 2023 NE Chamber State of the Cities Presentation - Mayor/Staff (12/22)
- Local Government Day in Topeka - Nickie (12/22)
- Update - Ad-Hoc Civic Center Recommendations to Council on Dec 19 - (12/22)
    - MOU w/YMCA
    - Second Community Center Survey

In Progress

- Planning Commission Work Session II - Nickie (11/22)
- Prairie Village Foundation annual giving campaign - Meghan (11/22)
- Public Arts Fund program planning - Nickie/Meghan (11/22)
- Updated Fee Schedule - Adam (11/22)
- 2023 Legislative Platform - Nickie (11/22)
- Year-End Budget Expenditure Review - Jason/Dept. Heads (11/22)
- Annual Meetings with County/State Elected Officials - Nickie/Mayor/Wes (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)
- Park Sign Replacement and Branding Process - Melissa/Meghan (9/22)
- Summer Recreation Program and Fee Review - Meghan (09/22)
- Holiday event planning - Meghan/JD (9/22)
- Recycle Right Initiative - Ashley/Adam (07/22)
- Ad Hoc Housing Committee Recommendations - Nickie/Chris (07/22)
- 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

- Court Clerk Hiring Process - Deana/Cindy/Tim (11/22)
- Little Government Relations Contract Renewal - Nickie (11/22)
- 2022 Employee Evaluations - Dept. Supervisors (11/22)
- 3rd Quarter Crime Stats - Chief (11/22)
- Native American Heritage Month Proclamation - Adam (11/22)
- Annual Health Benefits Enrollment - Cindy (11/22)
- RFP for Sustainability Coordinator - Staff/Environmental (11/22)
- Ad Hoc Civic Center Committee Meeting - Wes/Nickie (11/22)
- RFP Phone Replacement Consultant - Tim/Dan (09/22)
- Legislative Updates to Council - Nickie (11/22)
- First Washington Annual Report to Council - Wes (11/22)

Ongoing

- City Hall/PD Feasibility Study - Melissa/Staff (04/22)
- Lap Pool Repair Project - Keith (08/22)

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]