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**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, February 6, 2023
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

- Presentation of Supervisory Recognition Award to K-9 Officer Blitz
- Black History Month proclamation
- Recognition of Council service
- Tree Board Presentation

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 February 6. 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 - January 17, 2023
2. Consider 2023 recreation fee schedule
3. Consider approval of Ordinance 2480, an ordinance regarding nondomiciled contractor licenses amending Section 5-101, 5-103, 5-106, and 5-110 of Article 1 (General Provisions), Chapter 5 (Business Regulations) of the Municipal Code
4. Consider Amendment #1 renewing the agreement with Witt O'Brien's, LLC to provide consulting services to the City regarding use of American Rescue Plan Act funds

IX. COMMITTEE REPORTS

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

COU2023-05 Consider removing references to R-1, R-2, and by-right in the "Amended Council Recommendations" that were previously sent to the Planning Commission concerning attainable housing
Dave Robinson / Courtney McFadden

XIII. **NEW BUSINESS**

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

COU2023-04 Consider change in CP001 - City Committees
Tim Schwartzkopf

Discussion on adding members of the Governing Body to the City's health, dental and vision insurance plans with the same cost sharing as if they were full-time City employees
Tim Schwartzkopf

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

CITY OF PRAIRIE VILLAGE

Proclamation

Black History Month – February 2023

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, Black History Month evolved out of the establishment, in 1926, of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

WHEREAS, the 2023 national theme for the observance is “Resistance”, which explores the ways in which African Americans have fought repression from America’s earliest days; and

WHEREAS, the observance of Black History Month calls our attention to the continued need to battle racism and build a society that lives up to its democratic ideals; and

WHEREAS, the City of Prairie Village continues to work toward becoming an inclusive community in which all citizens—past, present, and future—are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and,

WHEREAS, the City of Prairie Village will join with the nation in celebrating National Black History Month by honoring the essential contributions, sacrifices, and accomplishments of African Americans in our community, throughout our State, and our nation as part of American History.

Now, therefore, in recognition of African Americans – past and present – in our community, I, Eric Mikkelsen, Mayor of the City of Prairie Village, Kansas do hereby proclaim February 2023 as Black History Month in the City of Prairie Village, Kansas, and call this observance to the attention of all our residents.

Mayor Eric Mikkelsen

Adam Geffert, City Clerk



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JANUARY 17, 2023**

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

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf (via Zoom), Bonnie Limbird, Dave Robinson, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, 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; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Mikkelson noted that Consolidated Fire District #2 Chief Steve Chick, who was scheduled to speak during staff reports, was unable to attend the meeting.

Mr. Gallagher made a motion to approve the amended agenda for January 17, 2023. Mr. Dave Robinson seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

There were no students or scouts present at the meeting.

PRESENTATIONS

Tyler Riordan, Municipal Sales Manager at Republic Services, provided an update on solid waste services in the City. He stated that several new drivers had been hired, and that the group that handled Prairie Village trash and recycling was nearly fully staffed again. After his presentation concluded, Mr. Riordan answered questions from residents in attendance.

PUBLIC PARTICIPATION

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



PRAIRIE VILLAGE KANSAS

- Bill Watson, 7877 Howe Circle
- Chet Hanson, 4620 W. 72nd Street
- Jori Nelson, 4802 W. 69th Terrace
- Geoff Alston, 7853 Howe Circle
- Pam Justus, 7627 Chadwick Street
- Peter Greig, 5209 W. 67th Street
- Whitney Kerr, 4020 W. 86th Street
- Tom Clough, 8510 Delmar Lane
- Betsy Hornbeck, 3631 Somerset Drive
- Pete Runyan, 5215 W. 77th Terrace
- Russell French, 4027 W. 72nd Terrace
- Jim McGrath, 7178 Buena Vista Street
- Tom Ward, 22 Coventry Court
- Nikki McCray, 2401 W. 71st Street
- Michael Levin, 4927 W. 88th Street
- Lupe Sabates, 8011 Fontana Street

Barbara Cantrell, 8236 Nall Avenue, speaking on behalf of Bridget Ismert, 4511 W. 72nd Terrace, asked why the Kansas state flag was no longer flying outside of City Hall. Mr. Bredehoeft said that he would contact Ms. Ismert with information.

Doug Luther, 5621 W. 78th Street, spoke in opposition to the proposal to allow Councilmembers to participate in the City's health, dental and vision insurance plans with the same cost sharing as full-time City employees.

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 - December 19, 2022
2. Consider approval of expenditure ordinance #3022
3. Consider appointment to Arts Council
4. Consider agreement with the Kansas City Crime Commission for the 2023 TIPS Hotline Crime Stoppers Program
5. Consider interlocal agreement with Johnson County for project DRAIN-22X: Canterbury Drive and Village Drive drainage pipe replacement locations
6. Consider interlocal agreement with Johnson County for project DRAIN-22X: Windsor Street drainage pipe replacement
7. Consider approval of 2023 agreement with the Johnson County Parks and Recreation District
8. Consider approval of the 2023 SuperPass interlocal agreement and swim meet letter of understanding



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

COMMITTEE REPORTS

- Ms. Limbird stated that a First Suburbs Coalition meeting would be held on January 20. She also noted that the Arts Council had a new exhibit on display at City Hall that would remain in place until early March.
- Mr. Cole Robinson shared that the Diversity Committee had co-sponsored the second-annual Martin Luther King, Jr. event held at Village Presbyterian Church on January 14, which had over 400 attendees. He also noted that the committee would host a “town hall” event on February 25 at the Meadowbrook Park clubhouse, and that it would be working with United Community Services of Johnson County to develop a formal strategic plan for future efforts.

Mr. Robinson also reported that the police pension fund had finished the year down approximately 15.8% due to the difficult economic climate, but that it had returned roughly 6.5% annually over the past decade. He added that the Pension Committee would be meeting with an actuary in the second quarter to determine if changes needed to be made to the plan.

- Ms. Reimer said that the Teen Council met with the Mayor for a learning session prior to the meeting, and that there would be other sessions scheduled in the coming months. She also noted that she and Mr. Shelton would meet on January 18 with an applicant for the Sustainability Program Manager position.
- Mr. Dave Robinson said that the Insurance Committee met the prior week and were given a mid-year review presentation from Hub, the City’s insurance broker.

MAYOR’S REPORT

- The Mayor stated he had attended the following events since the prior Council meeting:
 - Several meetings with individual Northeast Johnson County legislators to discuss the City’s 2023 legislative platform
 - The League of Kansas Municipalities’ “Local Government Day” on January
 - A Mid-America Regional Council Board meeting
 - A United Community Services of Johnson County board meeting
 - A Johnson County / Wyandotte County Mayors dinner with local legislators



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- The Martin Luther King, Jr. celebration at Village Presbyterian Church, at which both Ms. Selders and the Mayor were given DEI (Diversity, Equity, and Inclusion) awards
 - A second Martin Luther King, Jr. celebration hosted by the Olathe Chapter of the NAACP
- The Mayor also shared the following information:
 - The real estate website Zillow named Prairie Village the “most popular city” in the United States
- The Mayor noted the following upcoming events:
 - The Northeast Johnson County Chamber of Commerce’s “State of the Cities” luncheon on January 18
 - The League of Kansas Municipalities’ “Local Government Day” on January 25 in Topeka
 - A Prairie Village Foundation meeting on January 31

STAFF REPORTS

- Mr. Jordan stated that the community center survey agreement had been executed by the City and Wiese, the survey consultant, as had a memorandum of understanding between the YMCA and the City to share the costs of the survey. He also mentioned staff would be working on a postcard to mail to residents with a unique pin number should they want to fill out the survey online.
- Chief Roberson provided an overview of the asset forfeiture program and shared details of circumstances in which assets are seized by the Police Department. He noted that process had only been used by the City a few times in the past several years. The program is regulated at several levels, and a report must be provided to the Kansas Bureau of Investigation and United States Department of Justice annually.
- Mr. Geffert noted that the 2023 property tax rebate program had opened the prior week, and that 43 applications had already been received. He stated that he would request additional funding for the program from Council if a large number of applications continued to be received.

OLD BUSINESS

There was no old business to come before the Council.

NEW BUSINESS

COU2022-03 Consider change order #2 for inclusion of drainage repair program improvements into the 2022 residential street program

Mr. Bredehoeft stated that on September 6, 2022, Council approved the award of the 2022



storm drainage repair program to Infrastructure Solutions, LLC. Staff reduced the scope of items that exceeded estimated costs in the contract, including an inlet replacement and channel handrail replacements. A quote for the removed items was received utilizing the City's open contract with Superior Bowen to bring the items within budget.

Mr. Bredehoeft added that the Superior Bowen contract was awarded on June 21, 2022. Change order #1 increased the contract by \$200,233 for water line improvements on Windsor Street. Change order #2 would increase the contract amount by \$40,972.50 to a total of \$3,967,865.50. He added that having the work performed by Superior Bowen would save the City approximately \$50,000.

Mrs. McFadden made a motion to approve change order #2 with Superior Bowen for storm drainage improvements to be included in the 2022 residential street program. The motion was seconded by Mr. Cole Robinson and passed unanimously.

Mrs. McFadden 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 Ms. Reimer and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

COU2023-01 Consider approval of Ordinance 2480, an ordinance regarding nondomiciled contractor licenses amending Sections 5-101, 5-103, 5-106, and 5-110 of Article 1 (General Provisions), Chapter 5 (Business Regulations) of the Municipal Code

Ms. Lee said that the proposed ordinance was intended to clean up language in the City's Municipal Code due to a process change. She noted that contractors doing work in the City were required to apply for a contractor's license, categorized as a "nondomiciled business" in the Code. Previously, licenses were due annually based on the calendar year, and expired on December 31, which was a cumbersome, paperwork-driven manual process for City staff.

Ms. Lee added that the City had recently implemented the OpenGov software product to allow for online license renewal, which required much less staff involvement. Doing so prompted a process improvement of moving licenses to an annual renewal on a rolling basis rather than the calendar year, similar to the way other City licenses are handled. New contractors would be able to sign up at any point during the year, pay the full \$75 fee, and renew twelve months later.

Mrs. McFadden made a motion to recommend approval of Ordinance 2480 to the City Council as presented. The motion was seconded by Mr. Herring.

Mr. Nelson suggested changing the language of Section 5-101 (d) to the following:



(d) *Nondomiciled* – any person or business that does not have its primary office, or principal place of operations, its home, or physical location within the City.

Mrs. McFadden and Mr. Herring agreed to include the recommended changes in the motion, which passed unanimously.

COU2023-02 Consider 2023 recreation fee schedule

Ms. Buum said that per Council direction, staff annually reviewed recreation fees to ensure they remain reasonable and keep pace with any operational increases. Fees were last increased in 2016 with the goal of evaluating them every five years. However, the Parks and Recreation Committee chose not to implement a fee increase following the pandemic.

For 2023, both athletic field and tennis court rental rates were proposed to increase to keep the City in line with other municipalities, as were Junior Tennis League rates and private tennis tournament rental costs.

For aquatics fees specifically, Ms. Buum noted that the City generally aimed to recover 60% of costs at the swimming pool complex. In 2022, 50% of costs were recovered. Due to significantly increased operating costs, City staff recommended a fee increase in 2023. The Parks & Recreation committee approved the proposed fee schedule with the following changes:

- Under age 3 - free (currently under age 2 is free)
- Senior citizen rate applies to age 65+ (currently age 60+)

Ms. Buum added that without fee increases, the City would not be able to meet the 60% cost recovery threshold without reducing open hours or staffing.

Mr. Gallagher made a motion to recommend approval of the fee schedule without changing the minimum age of senior citizen rates. The motion was seconded by Ms. Wolf.

After further discussion, the motion passed unanimously.

Discussion on adding members of the Governing Body to the City's health, dental and vision insurance plans with the same cost sharing as if they were full-time City employees.

Mr. Cole Robinson stated that currently, members of the Governing Body could participate in the City's insurance plans by paying for 100% of the premium. The discussion would consider whether to make a change to allow members of the Governing Body to "opt in" to the insurance plans and receive the same benefits as full time City employees. He noted



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that having a diverse group on the Council, including those who might not have health care benefits, was valuable for the City, and added that currently, Councilmembers received no pay for their services. Mr. Herring shared his support for the concept.

Mrs. McFadden said that Councilmembers in nearly all other Johnson County cities received compensation and asked why health coverage was the focus of the discussion rather than council pay. Mr. Gallagher suggested that the discussion should be taken to the Finance Committee for consideration in the 2024 budget. Mayor Mikkelson agreed, and added that to avoid a conflict of interest, any proposed changes should not be implemented until after the next election cycle.

After further discussion, Ms. Selders made a motion for City staff to research what neighboring municipalities pay for City Council positions and whether they offer health insurance packages to Councilmembers. The motion was seconded by Mr. Graves.

Mr. Graves made a motion to amend the motion to also have staff research the potential financial impacts of adding Councilmembers to the City's healthcare plan. The motion was seconded by Ms. Selders. After further discussion, the motion to amend passed 11-1, with Mr. Gallagher in opposition.

The original motion as amended passed 11-1, with Mr. Gallagher in opposition.

Mrs. McFadden moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Herring and passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

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

Adam Geffert
City Clerk



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 11, 2023

Council Committee of the Whole: January 17, 2022

City Council Date: February 6, 2023

COU2023-02:

Consider 2023 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2023 Recreation Fee Schedule.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they are reasonable and keep pace with any operational increases.

Fees were last increased in 2016 with a goal of evaluating every five years, however the committee chose not to implement a fee increase following the pandemic.

The City generally aims to recover 60% of costs at the swimming pool. In 2022, 50% of costs were recovered. Due to significantly increased operating costs, City Staff recommends a fee increase in 2023.

The Parks & Recreation committee approved the fee schedule as proposed with the following changes to the aquatics fees:

- Under age 3 - free (currently under age 2 is free)
- Senior citizen rate applies to 65+ (currently 60+)

Update 1/17/23 - The City Council recommended approval of the proposed fee schedule, without changing the minimum age of senior citizen rates. An updated version of the proposed fee schedule has been included in this packet.

ATTACHMENTS

2023 Proposed Fee Schedule & City Cost Comparison
Aquatics Facility Cost Recovery

PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 10, 2023, updated January 18, 2023

Proposed Recreation Fees & City Comparison

CATEGORY	2022	2023 Proposed	Fairway	Leawood	Mission	RP	OP
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RESIDENT

Individual*	\$ 50	\$ 60	\$ 40	\$ 45	\$ 70	\$ 75	\$ 63
Senior Citizen (60+)	\$ 45	\$ 50	\$ 35	\$ 35		\$ 65	\$ 30
5 Swim Card	\$ 35	\$ 35		\$ 25		\$ 25	
Family					\$ 120	\$ 125	\$ 125

*\$10 early bird special in April

Current: Under Age 2 | **2023: Under Age 3 - Free**

NON-RESIDENT

Individual*	\$ 80	\$ 90	\$ 70	\$ 65	\$ 100	\$ 120	\$ 90
Senior Citizen (60+)	\$ 70	\$ 80	\$ 65	\$ 42		\$ 110	\$ 58
5 Swim Card	\$ 40	\$ 40		\$ 40		\$ 35	
Family					\$ 170	\$ 180	\$ 175

*\$10 early bird special in April

Under Age 2 - Free | **2023: Under Age 3 - Free**

DAILY	\$ 10	\$ 10	\$6/\$9	\$6/\$9	\$ 7	\$6/\$8	\$6/\$7
TWILIGHT (after 4:30 pm)	\$ 5	\$ 5					
DAYCARE	\$ 5	\$ 5					

AQUATICS

Resident	\$ 110	\$ 120	\$ 115	\$ 145		NA	\$ 105
additional child	\$ 105	\$ 115					
Non-Resident without membership	\$ 165	\$ 175	\$ 150	\$ 160			
Non-Resident with membership	\$ 115	\$ 125				NA	\$ 115
Swim Team Lessons (30 minutes)	\$ 45	\$ 60					

CATEGORY	2022	2023 Proposed	Fairway	Leawood	Mission	RP	OP
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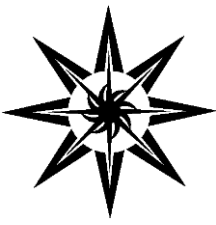
TENNIS							
JTL	\$ 105	\$ 120	Prairie Village is the only municipal participant in the Junior Tennis League.				
additional child	\$ 100	\$ 115					
Private (30 minutes)	\$ 25	\$ 25					
Semi-Private (30 minutes)	\$ 20	\$ 20					
Three & a Pro (1 hour)	\$ 20	\$ 20					

ATHLETIC FIELD RENTAL							
Individual Rental (hourly)	\$ 7.50	\$ 10	\$ -	\$10/\$15	\$10/\$15	NA	\$10/hour + \$10 rental fee
Seasonal Practices (1/week for 5 months)*	\$ 40	\$ 50					\$120/12 practices
Commercial Use (hourly)	\$ 20	\$ 20					

TENNIS COURT RENTAL							
Individual Rental (hourly)	\$ 7	\$ 10	\$ -	\$5/\$10	\$10/\$15	\$12	\$4/hour + \$10 rental
School Tournament	\$150/day	\$150/day					
Private Tournament	\$150/day + \$250 deposit	\$175/day + \$250 deposit					
Seasonal School Rental (per court)*	\$ 50	\$ 55					
Commercial Use (hourly)	\$ 20	\$ 20					

*these fees would be implemented in fall 2023 due to spring programs already in place.

<u>Dept.</u>		2016	2017	2018	2019	2020	2021	2022
Personnel Services	Pool/Aquatics	\$242,618	\$218,187	\$280,481	\$341,445	\$45,421	\$297,657	\$432,816
Contract Services	Pool/Aquatics	\$29,499	\$33,107	\$29,626	\$28,280	\$22,014	\$37,107	\$42,217
Commodities	Pool/Aquatics	\$21,820	\$15,050	\$8,430	\$12,558	\$20,068	\$18,739	\$16,544
Capital Outlay	Pool/Aquatics	\$11,776	\$11,845	\$4,547	\$0	\$4,251	\$686	\$5,330
		\$305,712	\$278,189	\$323,084	\$382,283	\$91,753	\$354,190	\$496,907
Personnel Services	Concessions	\$26,777	\$49,117	\$44,130	\$2,942	\$0	\$0	\$0
Contract Services	Concessions	\$2,873	\$2,406	\$2,424	\$2,133	\$660	\$2,442	\$220
Commodities	Concessions	\$22,376	\$22,054	\$23,703	\$18,846	-\$400	\$27,911	\$35,083
Capital Outlay	Concessions	\$1,930	\$52	\$0	\$0	\$0	\$0	\$3,768
		\$53,957	\$73,629	\$70,257	\$23,921	\$260	\$30,353	\$39,071
PW costs (utilities/maint/repairs/equip.)		\$205,501	\$200,811	\$192,844	\$191,472	\$117,030	\$178,339	\$269,228
TOTAL EXPENDITURES		\$565,170	\$552,629	\$586,185	\$597,676	\$209,043	\$562,882	\$805,206
REVENUES		\$368,515	\$369,955	\$358,291	\$356,304	\$0	\$362,807	\$406,628
SUBSIDY		\$196,654	\$182,674	\$227,894	\$241,372	\$209,043	\$200,075	\$398,578
COST RECOVERY		65%	67%	61%	60%	0%	64%	50%



ADMINISTRATION

City Council Meeting Date: February 6, 2023
CONSENT AGENDA

COU2023-01: Consider approval of Ordinance 2480, an ordinance regarding nondomiciled contractor licenses, amending Sections 5-101, 5-103, 5-106, and 5-110 of Article 1 (General Provisions), Chapter V (Business Regulations), of the Municipal Code.

ACTION NEEDED:

Approve COU2023-01.

BACKGROUND

This proposed ordinance is intended to clean up language in our municipal code due to a process change. The City requires contractors doing work in the City to apply for a contractor's license, included in the category "nondomiciled business" in the Municipal Code. Previously, licenses were due annually based on the calendar year, all expiring on December 31. The previous process was a cumbersome, paperwork-driven manual process.

The City is implementing OpenGov software, which will allow for online renewal and much less involvement from City staff. This has prompted a process improvement of moving licenses to an annual renewal on a rolling basis versus calendar year. Most license in the City follow this license term timeline. This will allow new contractors to sign up at any point during the year and pay the full \$75 fee, and renew twelve months later. Staff believes this will spread out the licensing renewal and cut out the need for collecting a half-year fee.

The City Council discussed this ordinance at their January 17 meeting. Mr. Nelson suggested changing the language of Section 5-101 (d) to the following:

(d) *Nondomiciled* – any person or business that does not have its primary office, or principal place of operations, its home, or physical location within the City.

As such, staff is proposing to amend Chapter 5 in the municipal code.

ATTACHMENTS

Ordinance 2480

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: January 26, 2023

ORDINANCE NO. 2480

AN ORDINANCE REGARDING NONDOMICILED CONTRACTOR LICENSES, AMENDING SECTIONS 5-101, 5-103, 5-106, AND 5-110 OF ARTICLE I (GENERAL PROVISIONS), CHAPTER V (BUSINESS REGULATIONS), OF THE CODE OF THE CITY OF PRAIRIE VILLAGE.

WHEREAS, Article I of Chapter V (Business Regulations) of the Code of the City of Prairie Village, Kansas, contains certain regulations pertaining to license renewal dates; and

WHEREAS, the City is updating its process related to nondomiciled (contractor) license renewals;

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

Section 1. Section 5-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-101. DEFINITIONS.

As used in this article:

- (a) *Business* means and includes business, trades, occupations, professions, the renting or leasing of property for residential or business use and also the rendering or furnishing of a service; provided, that the name of a business, trade, occupation or profession may be used, and when so used, shall refer to the particular business, trade, occupation or profession.
- (b) *Fee* — An occupation or license fee upon and for the privilege of engaging in business as defined in this section.
- (c) *License* — A document issued by the city acknowledging payment of the required fee and stating the name of the licensee, business and where located, a description of the business activity, the period which the fee covers, other matters as may be required, and signed by the city clerk. (A copy of same is on file in the Office of the City Clerk and is incorporated in this article by reference.)
- (d) *Nondomiciled* — any person or business that does not have its primary office, principal place of operations, home, or physical location within the City.
- (e) *Person* — Any individual, partnership, corporation, firm, organization, association, joint stock company, or syndicate who or which is engaged in any business, trade, occupation, or profession, or rendering or furnishing any service for profit or livelihood and subject to the provisions of this article; provided, any individual in the direct employ of any person licensed under the provisions of this article is exempt unless such individual operates as a

subcontractor; but if such individual operates or practices his or her skill for compensation for any person other than his or her licensed employer, he or she must pay the fee and obtain a license as such is required by the terms of this article.

Section 2. Section 5-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-103. - BUSINESS CATEGORIES.

A business shall be classified for purposes of payment of fees within the following categories:

- (a) Retail establishments and Administrative offices;
- (b) Home occupations;
- (c) Nondomiciled business;
- (d) Nondomicled contractor;
- (e) Solid Waste Disposal;
- (f) Commercial Pesticide Business;
- (g) Tree Trimmer;
- (h) Family Home Day Care.

Section 3. Section 5-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-106. OCCUPATIONAL FEE LEVIED.

An occupation fee is levied on business categories as follows:

- (a) *Retail Establishments and Administrative Offices.* Any person engaged in any type of business or profession that owns or leases property within the City that is zoned either C-O, C-1, C-2, C3, MXD or planned business district shall pay an occupational fee computed on the basis of interior space footage of the leased or owned space as adopted by the Governing Body and on record in the Office of the City Clerk. The fee shall be used on total square feet of space regardless of use; provided, however, that basement or second-story space that is used exclusively as storage or utility space shall be excluded in determining the total square feet of space.
- (b) *Home Occupations.* All businesses conducted from a residential structure which is zoned residential or MXD shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk; provided, however, that nothing in this section shall be construed to convey the right to use any residential structure for a business use prohibited by the City Zoning and Subdivision Regulations.
- (c) *Nondomiciled Business.* Any person who is required by any ordinance of this city to obtain a permit to do business in the city shall pay an occupation fee adopted by the Governing Body and on

record in the Office of the City Clerk, even if the person does not lease or own property within the city limits.

- (d) *Nondomiciled Contractor.* Any person who is required by any ordinance of this city to obtain a permit to do business in the city shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk, even if the person does not lease or own property within the city limits.
- (e) *Solid Waste Disposal.* Any person engaging in the business of collecting, transporting, and processing of solid waste within the corporate limits of the city shall first obtain a license to do business in the city as required by this Code.
- (f) *Commercial Pesticide Business.* The license required by this section for commercial pesticide business should coincide with that term set forth by the state licensing of a pesticide business as stated in the Kansas Pesticide Law, K.S.A. 2-2438(a) *et seq.* Any person engaging in the business of applying commercial pesticides shall first obtain a license to do business in the city and shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk.
- (g) *Tree Trimmer.* Any person engaging in the business or occupation of pruning, treating or removing any trees within the city shall first obtain a license to do business in the city and shall pay an occupation fee adopted by the governing body and on record in the Office of the City Clerk.
- (h) *Family Home Day Care.* Any person providing child care services in a residential home within the City shall first obtain a license from the State of Kansas to operate a day care and then from the city and shall pay an occupation fee adopted by the Governing Body and on record in the Office of the City Clerk.

Section 4. Section 5-110 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

5-110. - LICENSE TERM.

- (a) The 12-month period provided for in this article shall be the calendar year for the following license: Nondomiciled Business (other than Nondomiciled Contractor) and Solid Waste Disposal. If such person, firm or corporation makes application during the last six months of such 12-month period, she, he, it or they shall pay one-half of the occupation fee provided for the current 12-month period in which such application is made; provided however, no license shall be issued for any business conducted in violation of any state or federal law or in violation of any ordinance of the city. For purposes of this section, the person, firm, or corporation making application shall not be entitled to pay for only the last six months

of such 12-month period if she, he, it, or they should have applied for an occupation license, as provided by this article during the first six months of the term as provided by this section.

- (b) All other licenses shall be for a 12-month period commencing at the time of licensing and renewing 12 months later.

Section 5. Sections 5-101, 5-103, 5-106, and 5-110 of the of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 6. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2023.

APPROVED:

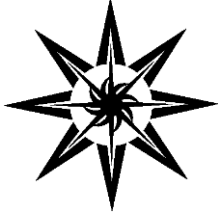
Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

David E. Waters, City Attorney



ADMINISTRATION

City Council Meeting Date: February 6, 2023
CONSENT

Consider Amendment #1 Renewing the Agreement with Witt O'Brien's, LLC to provide consulting services to the City regarding use of American Rescue Plan Act Funds

SUGGESTED MOTION

Approve Amendment No. 1, renewing the agreement with Witt O'Brien's, LLC to provide consulting services regarding use of the American Rescue Plan Act funds through February 2024.

BACKGROUND

The City Council approved the original agreement with Witt O'Brien's, LLC in February 2022, and anticipated the need for rolling renewals to the contract. Since that time, the City has utilized the services of Witt O'Brien's, LLC as needed. The City paid Witt O'Brien's \$525 through 12/31/2022, funded through ARPA funds. We anticipate expenses to increase in 2023 as more projects ramp up and utilize ARPA funds.

Additional background from the original agreement: As a result of the Covid-19 pandemic, congress passed the American Rescue Plan Act (ARPA) which provides for \$1.9 trillion in economic stimulus to assist in the long-term recovery from the economic and public health impacts related to the COVID-19 pandemic. ARPA established a Local Fiscal Recovery Fund (LFRF) to provide funds to local governments to assist in response to the pandemic.

According to the allocation formula, the City of Prairie Village received \$3,402,421.04 in funding. Cities will have until 2024 to obligate the funds. In general, the legislation allows for the following uses: support for public health response, replacement of public sector revenue loss, water and sewer infrastructure, addressing negative economic impacts, premium pay for workers, and broadband infrastructure. The City Council discussed uses for the funds during the 2023 budget process.

The U.S. Department of the Treasury is responsible for oversight of how these funds are spent. While the recently released "Final Rule" provides flexibility especially under the category of "revenue replacement", the City must still comply with federal audit, procurement and reporting requirements. The City desires the services of Witt O'Brien's to provide professional consultation and advice regarding the use of the funds to assure compliance with federal requirements. The menu of services could also include grant

management, data management, financial and budget management, contract management and oversight, staff augmentation, and after-action performance reviews. Which services are needed will depend on the type of project the City pursues. Services will be charged on an as-needed basis at hourly rates ranging between \$95 and \$225/hour, in an amount not to exceed \$45,000 over the next 12 months.

FUNDING SOURCE

These costs are allowable expenses out of the American Rescue Plan Act funds.

ATTACHMENTS:

- Professional Services Amendment No. 1 to Agreement with Witt O'Briens, LLC
- Professional Services Agreement with Witt O'Briens, LLC

Prepared By: Nickie Lee, Deputy City Administrator

Date: January 27, 2023

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of the 7th day of February, 2022 ("Effective Date") is entered into by and between:

City of Prairie Village, Kansas ("Client"), a Kansas municipal corporation, with offices at 7700 Mission Road, Prairie Village, KS 66208; and,

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The above-referenced recitals are true and correct, and are incorporated herein.

2. Scope of Work. Consultant shall provide the services set forth in Appendix A, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables"). Any additional Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the template attached hereto as Appendix D. All NTPs and Task Orders are incorporated herein by reference.

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from its Effective Date, unless earlier terminated in accordance with this Agreement.

4. Fees. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

5. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. Client's Responsibilities. Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential or confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CONSULTANT;

TO THE EXTENT ARISING FROM OR RELATING TO CONSULTANT'S PERFORMANCE OF THE AGREEMENT.

10.2 CLIENT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CLIENT WHETHER OWNED OR LEASED BY CLIENT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CLIENT; TO THE EXTENT ARISING FROM OR RELATING TO THE CLIENT'S ACTIONS IN CONNECTION WITH THE AGREEMENT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR FRAUD.

10.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

10.4. APPLICATION OF INDEMNITIES AND LIMITATIONS OF LIABILITY. ALL INDEMNITIES AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE) OR OTHER FAULT OR STRICT LIABILITY OF ANY PARTY (INCLUDING ANY INDEMNIFIED PARTY), AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.

11. Acceptance. Client shall have ten (10) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: 7700 Mission Road, Prairie Village KS 66208 and may be submitted every 15 days, or in the alternative every 30 days, and payment is due net 30 days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15 days and payment is due net 30 days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly

once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

17. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

To: City of Prairie Village	Witt O'Brien's, LLC
Attention: Wes Jordan Address: 7700 Mission Road Phone: (913) 381-6464 Email: wjordan@pvkansas.com	Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, Florida 33316 USA Email: blong@ckor.com with a copy to cjoiner@wittobriens.com

18. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

19. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

20. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

21. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the

name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Non-Solicitation of Employees. Intentionally deleted.

24. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

25. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

26. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

27. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

28. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Kansas, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state or federal court of competent jurisdiction serving Johnson County, State of Kansas.

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work ([Appendix A](#))
3. The Rate Schedule ([Appendix B](#))
4. Federal-Related Clauses ([Appendix C](#))

5. Task Orders (Appendix D) (if applicable)
6. Other Contract Documents.

33. Use of Logo. Intentionally deleted.

34. Termination. This Agreement may be terminated for convenience at any time by Client provided the Client provides Consultant with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

35. Federal Clauses. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with Federal Clauses set forth in Appendix C.

36. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

City of Prairie Village, Kansas	Witt O'Brien's, LLC
Signature: 	Signature: 
Name: Eric Mikkelson	Name: Jonathan Hoyes
Title: Mayor	Title: Senior Managing Director
Date: <u>2/07/2022</u>	Date: 1/20/2022
ATTEST:	
Signature: 	
Name: Adam Geffert	
Title: City Clerk	

APPENDIX A
SCOPE OF WORK

Consultant shall provide the Services as set out in Consultant Proposal dated January 10, 2022 which is attached hereto as Exhibit A and is incorporated into and forms part of this Agreement.

APPENDIX B COMPENSATION/RATES

Witt O'Brien's proposes a 12-month engagement with the City of Prairie Village, with two one-year renewals. Our fees will be based on the rate schedule outlined below and will be invoiced on a time and materials basis, not to exceed \$45,000 through February 6, 2023.

The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility to the City of Prairie Village in identifying and utilizing services based on dynamic needs of the City.

FEE Schedule

Professional Services	Rate/Hour
Management Consultant V	\$225.00
Management Consultant IV	\$175.00
Management Consultant III	\$150.00
Management Consultant II	\$120.00
Management Consultant I	\$ 95.00

While we anticipate all work for the City of Prairie Village to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate. Provided, that in no event shall the not-to-exceed price established above be exceeded.

APPENDIX C FEDERAL CLAUSES

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal award, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Suspension and Debarment
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
4. Compliance with Byrd Anti-Lobbying Amendment
 - a. Consultant hereby certifies to the best of its knowledge that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

5. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide, Client, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6. Compliance with Federal Law

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations, executive orders, procedures, and directives.

7. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in 200.216 Prohibition on certain telecommunications and video surveillance services or equipment, as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit consultant from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subcontractor at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

14. “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights(as applicable)

The Consultant grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by consultants or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the consultant and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal

opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)
 - (a) Applicability. This clause applies to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to

determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**APPENDIX D
TASK ORDER TEMPLATE**

This Task Order No. __, Statement of Work for _____ for the _____
("Task Order") effective as of _____, between _____ ("Client") and
Witt O'Brien's, LLC ("Consultant").

WHEREAS, this Task Order is in support of the _____ ("Agreement"), dated
_____, and attached herein as an exhibit;

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal ("Proposal")
dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for
other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and
Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full
force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task
Order to be effective as of the date set forth above.

[Insert Client]	Witt O'Brien's, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**Amendment No. 01
To Professional Service Agreement**

This Amendment ("Amendment") is made by and between **Witt O'Brien's, LLC**, ("Consultant"), and **City of Prairie Village, KS** ("Client"), collectively "the parties," amend the Professional Service Agreement entered into by the parties on February 7th, 2022 ("Agreement"), and this amendment is effective as of January 25, 2023.

The parties hereby agree that the Agreement shall be amended as follows:

Section 3 Period of Performance. The initial period of this Agreement shall be for one (1) year from its Effective Date, unless earlier terminated in accordance with this Agreement.

Shall now be amended to read:

Section 3 Period of Performance. The initial period of this Agreement shall be for one (1) year from its Effective Date, unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement may be renewed for one (1) year successive periods upon written agreement by both parties.

This Agreement shall be extended through February 7, 2024 and Appendix B shall be extended through February 6, 2024.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Consultant and Client have caused this Amendment to be executed by their duly authorized representatives.

City of Prairie Village, KS

Witt O'Brien's, LLC

Signature

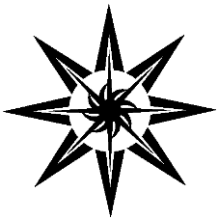
Signature

Name and Title

Cheryl Joiner, Director Contracts & Compliance
Name and Title

Date:_____

Date:_____



ADMINISTRATION

Old Business - Meeting Date: February 6, 2023

COU2023-05

Consider removing references to R-1, R-2, and by-right in the “Amended Council Recommendations” that were previously sent to the Planning Commission for consideration concerning attainable housing.

RECOMMENDATION

Councilmembers Dave Robinson and Courtney McFadden asked that this matter be placed on the agenda for consideration.

MOTION

Motion to remove references to R-1, R-2, and by-right in the “Amended Council Recommendations Based on the Ad Hoc Housing Committee Recommendations” that were previously sent to the Planning Commission for consideration.

BACKGROUND

Mayor Mikkelson formed the Ad Hoc Housing Committee in the Fall of 2021 to form recommendations to the Governing Body on strategies to move the needle on preserving access to attainable housing in Prairie Village. The Committee used [Village Vision 2.0](#), the [Johnson County Housing Study](#), and the [UCS Housing For All Toolkit](#) to inform and shape their recommendations specific to Prairie Village.

The Committee met several times from September 2021 to April 2022 to work on their recommendations, which were sent to Council to review. The committee’s recommended strategies can be summarized to the following three categories: amend the City’s zoning regulations to allow quality, attainable housing, especially missing middle housing by-right in more zoning districts; support the rehabilitation of the existing housing stock to preserve existing attainable housing; and ensure the City continues to participate in regional initiatives regarding housing attainability and transit connectivity.

These recommendations were forwarded to the City Council on June 21, 2022 for discussion. The City Council voted to send the recommendations to the Planning Commission for further discussion.

The Planning Commission began their discussion of the Ad-Hoc Housing Committee recommendations at their September 13, 2022 meeting. On October 3, 2022, the City Council amended their recommendations [attached] to the Planning Commission based on the Ad-Hoc Housing committee’s recommendations. This amended document is located [on the website](#). Since that date, the Planning Commission has been reviewing the recommendations, and has prioritized work in the R-3, R-4, Commercial and Mixed-Use areas but has not yet made any recommendations.

PREPARED BY

Nickie Lee
Deputy City Administrator
Date: February 1, 2023

City of Prairie Village
Amended Council Recommendations Based on the Ad Hoc Housing Committee Recommendations
October 2022

- 1. Amend the City's zoning regulations to allow quality, attainable housing, especially missing middle housing by-right in more zoning districts in the following ways:**
 - Promote and remove impediments to Accessory Dwelling Units in R-1A and R-1B districts
 - Consider "neighborhood-scale" housing options in R-1A and R-1B in the form of small-lot detached, single-family houses
 - Council recommends Planning Commission to exclude multifamily units traditionally associated with other Residential zoning districts including but not limited to duplexes, 3-and 4-plexes, row houses, and apartments from consideration in R-1A and R-1B zones.
 - Improve the R-2 district for wider range of small-scale, multi-unit types, such as:
 - Smaller lot duplexes
 - 3-and 4-plex "multi-unit" houses
 - Row houses (small lot)
 - Refine the R-3 district standard to focus less on "density" and more on building scale/form, to include provisions for small apartments, medium apartments, and large apartments
 - Improve the R-4 district for a wider range of higher-density, multi-unit types, such as:
 - Small lot detached houses (lot scale and courtyard patterns)
 - Row houses – small/large lots
 - Apartments (small/medium)
 - Promote mix of housing options and appropriate building types in C-O and C-1 districts.
 - Improve expectations in the MXD district by establishing missing middle building type standards as the default district standards.
 - Update the City's zoning map to identify the most appropriate locations for missing middle housing
 - Continue to monitor the status of short-term rentals in Prairie Village and research further regulations if trends show an increase within the next few years.
- 2. Support the rehabilitation of the existing housing stock to preserve existing attainable housing in the following ways:**
 - Expand existing grant programs and adopt new grant programs to incentivize the preservation and rehabilitation of the existing housing stock, such as:
 - Raise income threshold for property tax rebate program to capture more people
 - Increase percentage match for exterior grant program
 - Develop grant program to address home preservation for interior home improvements and aging in place
 - Develop an "opportunity to purchase" policy, which requires owners to notify tenants of intent to sell and provide them an opportunity to purchase with the right of first refusal
 - Work with MARC to adopt Communities for All Ages and promote Universal Design Standards
- 3. Ensure the City continues to participate in regional initiatives regarding housing attainability and transit connectivity.**

From: [Greg Shelton](#)
To: [Eric Mikkelsen](#); [Adam Geffert](#); [Wes Jordan](#)
Subject: Re: Vote on Housing Recommendations scheduled for February 6, 2023
Date: Monday, February 6, 2023 6:46:41 AM
Attachments: [21 Johnson-County-Housing-Study_PVKS.pdf](#)

This is an EXTERNAL email. Please use caution. DO NOT open attachments or click links in unexpected emails or from unknown senders.

Hello Council Members,

First off, I apologize that I won't be able to attend Monday's Council meeting. I will be out of town for work and my agenda carries into the evening hours, so participating via Zoom is not an option for me.

Nonetheless, we have an important vote on the Ad Hoc Housing Committee's recommendations and I want to make sure you and our constituents know how I would vote if I were able to attend the meeting.

Housing in our community is facing generational change. This is an undeniable fact illustrated in this chart of the sudden, rapid rise we've seen in sales prices and associated appraisals since 2015. While I'd like to see R1 go through the more deliberate process we've set-up with the Planning Commission, I'm more concerned with the impacts that rising interest rates and other macroeconomic trends have had in accelerating the challenges of attainability in our community since we advanced the Ad Hoc Housing recommendations to the Planning Commission in June 2022.

Chart

A combination of factors are contributing to this trend and the 2021 Johnson County Community Housing Study covers this and outlines a recommended "Housing Development Program" for Prairie Village. (see figure 4.56). This table illustrates that our community has a role to play in solving the housing shortage that exists in the Kansas City metro area.



If you haven't read this report, or it's been a while since you've done so, I've attached the pages from the Johnson County Community Housing study focused on Prairie Village for your reference. Of note from the Prairie Village portion of the report is the following excerpt related to the recommended "Housing Development Program":

"The city's supply is currently dominated by owner units. Over the next ten years, net growth will be in the form of mixed use redevelopment with more rental units and perhaps some owner condos. Therefore, the model illustrated in Figure 4.56 targets a split of 65% owner- and 35% renter-occupied units through 2030."

Of the 434 total units recommended to be added by 2030, 224 of these units would be new additions to our community while the remaining 210 would be redevelopments or rebuilds. If our current trend of 2.25 people per household stays constant, that would be a total population increase of roughly 450 people.

Because of this limited scope, the challenge (as I see it), isn't about density. Instead, our challenge is meeting the Attainable, Moderate and Market goals identified in this study. In fact, it may be worthwhile to re-engage with RDG Planning & Design to reassess this initial plan based on present circumstances given how much the market has evolved since this work was done three or four years ago.

Nonetheless, I've mentioned to some of you since we advanced these recommendations that our best opportunity to achieve these goals is amending our zoning regulations in the commercial zones to allow for more thoughtful development of mixed-use residential properties. I still believe that to be the case and want to see our staff and Planning Commission consider models that other communities have used to meet the "form and fit" guidance we approved in June 2022. This will help inform our policy discussions on where and how to amend these regulations.

Having said that, this doesn't address the issue of attainability in our R1 zones that are the vast majority of our housing stock. We are being urged to ignore this issue by some in our community. To "leave well enough alone" as I've heard some residents say. But, the majority of residents we hear from feel that we are facing generational change in our neighborhoods now, and want to see more substantive action to address the continued teardown/rebuild trend, better regulation of short and long-term rentals, and equalizing the rights of owner-occupied residences with commercially owned residences. And this feeling is justified.

Chart



The target household income to meet the definition of attainability in Prairie Village is now above the appreciation rate of the same target household income from 2001. The chart above, which is based on historical data from the Johnson County Appraiser's office, Fannie Mae, and the U.S. Department of Labor shows this market condition and illustrates that households who would have historically been able to attain a home in our community are now priced out.

As you consider your vote, I'll share that the conversations I've had with residents revealed a common thread, which is that everyone supports efforts that will preserve the character of our community. And, the character of our community isn't just about structures; it's about people too. This part of our housing conversation has gone unaddressed for too long and, looking at the forecasted rate of appreciation, we need to get to work now as more and more residents are being priced out of our community. Again, these observations come from the Prairie Village section of the 2021 Johnson County Community Housing study:

"The trend of redeveloping existing ranch homes to larger homes are perhaps most prevalent in Prairie Village. This is a challenge for character and maintaining an attainable housing stock."

"Like Leawood, rising property valuations are pricing out older population on fixed incomes."

Preserving the character of our community means we can't put our heads in the sand regarding the issues facing residences in the R1 districts. This market data and input from all

our constituents means we need to begin policy discussions focused on preserving the character of our community. That means addressing the interrelationship between residential codes and regulations, and the economic diversity they enable (e.g. replacing attainable housing with luxury housing).

So, my concern related to the R1 zones is that we are allowing the market to move further away from what most of our residents would like to see, which is sustaining more of the ranch-style homes we see north of 75th Street. And, if we don't have more substantive discussions on policies governing development in the R1 zones, then we will have missed what is quite possibly our last opportunity to preserve what's left of our attainable housing stock in the R1 zones. The 2021 Johnson County Community Housing study can serve as a basis for these policy discussions, and we can draw on experts where needed to supplement the information provided in this study.

I'm supporting the motion so we can decouple the R1 and R2 districts from the Ad Hoc Housing Committee's recommendations and get to work addressing these pressing needs through substantive policies that will preserve the character of our neighborhoods.

Again, I'm sorry I can't be in attendance for this discussion and vote. And, as always, thanks to each of you for your commitment and service to our community.

Best regards,

Greg



ADMINISTRATION

Council Meeting Date: February 6, 2023

COU2023-04 Consider change in CP001 - City Committees

RECOMMENDATION

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

BACKGROUND

On January 10, 2023, the Diversity Committee recommended a change to their leadership structure. The Committee would like to add an additional Vice-chair with a member of the Diversity Committee.

In addition, the Diversity Committee is meeting monthly versus every other month.

The following changes are recommended in bold:

Council Policy 001 – City Committees VII (11)

Diversity Committee

a. The Diversity Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Nine additional voting members shall be appointed by the Mayor, including a representative from the Planning Commission, with the consent of the City Council. **In addition, the Chair will select a second Vice-Chair from the Committee members. The second Vice-Chair will be confirmed by the Committee, and will serve a one year term.** A non-voting representative from the Police Department shall serve on the committee. There may be two non-voting youth representatives.

b. The Diversity Committee will normally meet at ~~5:30~~ **4:00** p.m. every ~~other~~ month

ATTACHMENTS

Council Policy 001 City Committees – New language **bolded**

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator

January 9, 2023



City Council Policy: CP001 - City Committees

Effective Date: April 5, 2021

Amends: February 1, 2021

Approved By: Governing Body

I. PURPOSE

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

II. RESPONSIBILITY

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

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

III. APPOINTMENT PROCESS

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

IV. REMOVAL PROCESS

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

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

V. **COMMITTEE GUIDELINES**

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

VI. CODE OF CONDUCT

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

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

I. POLICY

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

1. Insurance Committee

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

2. Pension Board of Trustees/Employee Retirement Board

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

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

3. Finance Committee

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

4. Tree Board

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

5. Parks and Recreation Committee

- a. The Parks & Recreation Committee will consist of voting members who serve as Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Parks & Recreation Committee will normally meet at 5:30 p.m. six times per year.
- c. The Park & Recreation Committee will counsel and recommend policies and activities to the Governing Body, and as directed by the Governing Body, including, but not limited to, recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short

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

6. Police Civil Service Commission

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

7. JazzFest

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

8. VillageFest

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

9. Prairie Village Arts Council

- a. The Prairie Village Arts Council will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members appointed by the Mayor, with consent of the City Council, will also serve on the Committee. There may be two non-voting youth representatives.
- b. The Prairie Village Arts Council will meet at 5:30 p.m. each month, as needed.
- c. The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body,

including, but not limited to, promotion and development of the arts in Prairie Village and development of cultural activities for the city.

10. Environmental Committee

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

11. Diversity Committee

- a. The Diversity Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Nine additional voting members shall be appointed by the Mayor, including a representative from the Planning Commission, with the consent of the City Council. **In addition, the Chair will select a second Vice-Chair from the Committee members. The second Vice-Chair will be confirmed by the Committee, and will serve a one year term.** A non-voting representative from the Police Department shall serve on the committee. There may be two non-voting youth representatives.
- b. The Diversity Committee will normally meet at ~~4:00~~ **5:30** p.m. every ~~other~~ month.
- c. The Diversity Committee will implement policies and activities as directed by, and make recommendations to, the Governing Body, including, but not limited to, attracting and retaining diverse residents through housing and development policy, the arts, sustainability, affordability, events, policing, infrastructure, recruiting and hiring, funding, and communication. The mission includes diversity of race, religion, color, sexual orientation, gender identity, national origin, disability and more.

12. Planning Commission/Board of Code & Zoning Appeals

- a. The Planning Commission/Board of Code & Zoning Appeals will consist of seven voting members including a Chair, Vice-Chair and five other voting members all residing in or within three (3) miles of Prairie Village. Preference will be given to Prairie Village residents. All voting members are appointed by the Mayor with the consent of the City Council. The Chair and Vice-Chair will be elected once per year by the Commission, with different leadership elected for the Board of Code & Zoning Appeals. The term of

appointment on the committee will be three years. A Council Liaison appointed by the Mayor, without the consent of the City Council, will attend meetings as a nonmember observer.

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

13. Ad Hoc Committee

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



Council Committee of the Whole - Meeting Date: February 6, 2023

Discussion on adding members of the Governing Body to the City's Health, Dental, and Vision insurance plans with the same cost sharing as if they were full time City employees.

BACKGROUND

At the January 17, 2023 Council Committee of the Whole meeting, members of the Governing Body had a discussion about adding such members to the City's Health, Dental, and Vision Insurance plans.

After a discussion, the Council approved a motion to have staff research what neighboring municipalities pay Governing Body positions, whether they offer health insurance, and the financial impact of adding members to the City's Health Insurance plan.

STAFF RESEARCH

A comparison of the different neighboring municipalities is in the attachment.

If all members of the Governing Body participated, the annual cost for health, dental, and vision insurance is shown below at the different levels:

- Single - \$121,900
- Employee + 1 - \$200,300
- Family - \$306,000

The employer costs at the individual level per year for these plans is \$9,376.00 (employee only), \$15,400.00 (employee +1), and \$23,540.00 (family)

Staff contacted our CBIZ to see if there were any other impacts to these plans.

- Adding elected officials would not require a plan change. The plan would take on additional risk and could affect renewals based on experience.
- Adding a different class of members would be a qualifying event and could be done mid-year. (Ideally, enrollments occur during open enrollment.)
- If elected officials became a covered member and elected not to run again or did not retain their seat, they would be eligible for COBRA. (18 months)

As a reminder, members of the Governing Body can currently participate in the City's insurance plans by paying for 100% of the premium.

ATTACHMENTS – Governing Body Compensation/Benefits Comparison chart

PREPARED BY

Tim Schwartzkopf
Assistant City Administrator
Date: January 27, 2023

Governing Body Compensation / Benefits Comparison

City	# CM	Salary per month		Health Insurance	Other / Notes
		Mayor	Council		
PV	12	\$0.00	\$0.00	Yes / member pays full premium	Mayor/Council can elect to receive \$25/mo communications stipend
Olathe	6	\$2,473.00	\$1,236.00	Yes / employee rate	Mayor receives \$655/mo communications/expense allowance. Council receives \$455/mo communications/ expense allowance. Both receive \$250/mo contribution to 457 plan
OP	12	\$2,666.00	\$1,066.00	Yes / City pays 25% subsidy	Mayor receives \$400/mo auto and \$100/mo tech allowances. Council receives \$100/mo auto and \$100/mo tech allowances
Leawood	8	\$1,667.20	\$916.80	No	Mayor receives \$400/mo auto and \$200/mo expenses. Council receives \$250/mo auto and \$100/mo expenses
Lenexa	8	\$2,016.00	\$1,009.00	Yes/ member pays full premium	Mayor/Council receive \$136/mo phone/internet stipend. Mayor receives \$167/mo auto allowance
Merriam	8	\$1,083.00	\$491.00	No	
Mission	8	\$1,060.00	\$371.00	No	Mayor/Council receive \$25/mo communications stipend
RP	8	\$417.00	\$417.00	No	
Fairway	8	\$300.00	\$150.00	No	
Westwood	5	\$700.00	\$250.00	No	
Shawnee	8	\$1,356.00	\$801.00	Yes / member pays full premium	Mayor recieves \$208/mo auto and \$31/mo communication allowance
Gardner	5	\$647.76	\$319.70	Yes / member pays full premium	
Average		\$1,198.83	\$585.63		

01/18/23

MAYOR'S ANNOUNCEMENTS
Monday, February 6, 2023

Diversity Committee	02/07/2023	4:00 p.m.
Planning Commission	02/07/2023	7:00 p.m.
City Council Work Session	02/11/2023	8:00 a.m.
Presidents Day – City offices closed	02/20/2023	
City Council	02/21/2023	6:00 p.m.

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INFORMATIONAL ITEMS

February 6, 2023

1. Tree Board meeting minutes – November 2, 2022
2. Environmental Committee meeting minutes – December 14, 2022
3. VillageFest meeting minutes – January 26, 2023
4. Fourth quarter 2022 crime statistics
5. Wiese market sustainability study project timeline
6. City Council Work Session agenda – February 11, 2023
7. February plan of action

TREE BOARD
City of Prairie Village
Minutes
November 2, 2022

Board members: Greg Sheldon, Deborah Brown, Mark Morgan, Kevin Dunn, Beth Held

Other Attendees: Seth Aston
Bridget Tolle

Kevin Dunn brought the meeting to order at 6:00 pm

Review and approve minutes from September 7, 2022 Meeting

First order of business was to review and approve the minutes from the September 7 meeting. There were multiple items that were discussed and items were struck or moved. A copy of the amended minutes is included in these minutes.

Discussion over #8 "should the ordinance be required to notify neighbors?" Discussion over the inclusion of this in the September minutes and it was agreed the first three sentences should be struck.

Following the discussion over needed changes to the minutes Beth Held moved that the minutes, as amended, be passed and a second was made by Mark Morgan.

Kevin Dunn asked the tree board to go around and introduce ourselves to our attendee Seth Aston. Seth is a student at Oregon State University Interested in Urban Forestry.

Fall Tree Planning

November 30 at 10 a.m. 11-12 trees will be planted in around the triangle areas at Booth and Cambridge across from Welter Park in Ward #1, part of the Meadowlake division of Prairie Village. We will meet at Weltner Park. Heartland Tree Alliance will bring planting tools but participants are encouraged to bring gloves. Kevin asked Bridget if the \$5000 of the board's budget will cover that and Bridget indicated it will be a little under.

Prairie Village 2015 Tree Canopy Study

This report was received October 6, 2022 and is a broad perspective of the city's tree canopy cover and other land cover. The board discussed the data on the amount of tree cover and there was some concern that the percentages were high and concern that the data is now seven years **old**. Points were made by Beth and Mark that this was done before the Meadowbrook project as well as before the big surge in rebuilds in the city making the data questionable. Mark was interested in knowing how this data will be updated

Greg asked about how they came about with the 2015 data. Bridget said that Lidar technology was used. Greg said that if the data was to be updated it might be good to use similar technology in order to compare "apples to apples."

Bridget added that there is an informational meeting to help answer questions about the data, The training is on November 15 @ Thompson Barn 11184 Lackman Road, Lenexa Ks 8:30 a.m. to 1 p.m.

Champion Tree report

Bridget gave an update. The Honey Locust Tree was already measured and it is on record but is not a champion tree. The English Oak on Fontana could possibly be. Bridget will pursue nominating this tree as a champion tree

Tree mapping update. Mark wanted to know if we are a place where we can begin this. Bridget said we are in tree planting season and those trees need to be included. Mapping should start with the parks and update. Trees that are no longer there will be removed from the map. The department is also tracking the health condition of the trees.

Meadowbrook Park County plans

Bridget spoke with Michael **Dizney**. The county is planning on planting 10 - 15 trees a year to make up for what has been lost over the years of the development. No indication of types of trees or where these would be planted was given.

Bridget demonstrated to the board the GPS maps which show the asset management data that is in the LucityWeb. Bridget indicated that this program is really helpful but has to be shared with departments as there is only one license.

Additional Discussion

Prior to moving on to the Strategic Plan report Mark revisited the fall tree planting and wondered about giving an update to the council in February. The Tree board budget will be increased in 2023 budget from \$5000 to \$7500

Mark questioned at some point does this program (Fall Tree Planting) need to be retooled in the future? How can we make this more impactful so that we are planting more than 10-12 trees? Many things to consider including how to possibly Involve HOAs. Beth agreed that this program probably needs rebranding. Some additional minor discussion about Heartland Tree Alliance. Greg shared the idea of "Right tree right place" What would be the possibility of bringing this program into the sustainability points of the strategic plan.

Some discussion was over the county's stormwater grants/cost-share reimbursement program that allows reimbursement of native tree planting that assists in slowing down stormwater surface run-off. Kevin asked if the county is thinking of increasing this amount? Deb Brown participated in the program 4 years ago and the amount was the same then as it is now. Mark wondered how many people take advantage. We also discussed increasing a list of Prairie Village native trees.

Strategic Plan Discussion

It was asked if the board could be emailed to remind everyone to look at the strategic plan? Would this present **KOMA** issues and would this have to be approved?

As the board looked at the Strategic Plan, Greg asked the board to look at the highlighted areas on the most recent version of STRP October. Board members present went through wording in each of the areas. Bridget updated the document as we were discussing. There was significant discussion over the section on *Tree Canopy Strategic Imperatives* and several sentences towards the end of the paragraph were deleted. The board worked through consolidation of the numbered imperatives. Possibly (#2 and 4) could be combined and (#3 and 6) combined. Several ideas were presented during this discussion and Greg pointed out that while ideas are out on the table we need to consider what we can as a board support. An idea for the creation of a calendar was also on the table. For instance, we discuss in August where to plant trees in November. Perhaps this should be done earlier. Due to the late hour these items may need additional discussion.

Mark commented on the turn over on the board - - why don't we have more of the committees working together. The board needs to determine how we, (or future us) can implement this plan or other activities that the board is involved in. Kevin said that it has been the work in between the meetings that has enabled completion of goals. An example of that would be the work done on the Tree Ordinance.

Old Business - Jazz Fest and Fall Seminar

Sadly the Jazz Fest was rained out. Fall Seminar was well attended and the room at Meadowbrook Park was full. The panel was excellent. Informative discussion and interesting perspectives from the panelists. Ivan Katzer had handouts and Kevin asked if we could post those online. This opened up a discussion about asking Ashley if Mark could get CMA access to update items.

New Business

2023 Note taking:

February: Beth

March : Kellen

April: Pam

May: Kevin

June: Kim B

August: Karen

September: Mark

November: New Board Member

City Council Meeting Update November 21

Bridget and Keith most likely will present the impacts of the tree ordinance. Suggestion from Greg is to have a Preamble/introduction that provides context particularly for new council members as to the background of the tree ordinance and where we are a year later. Mark will send Bridget some key slides from the original presentation deck that Frank gave. The PPT and any handouts need to be in the packet by Friday, November 11th.

Arbor Day Poster Contest

Deb Brown reported that materials were hand delivered as well as electronically sent to the teachers at the elementary schools that are in PV or that have Prairie Village students. She will follow up by email with teachers after the Thanksgiving Break to remind them of deadlines and to see if there are any questions. Because we don't have a board meeting until **February**, she will collect the posters, eliminate entries that do not follow the state rules (i.e. spelling, theme) , take pictures of the entries and send slides to each board member so that they can vote on our city winner. Bridget asked that we consider having the student tree planted on the school's property. Additionally if we have a district or state winner could a board member go with her to the school to hand out the saplings that have been given in the past.

Additional items

Keith would like line items for the \$1000 the board has to spend on items such as speakers for fall seminar, etc. (up from our \$500)

Kevin reminded members if they have any receipts to turn these in.

Additionally Kevin would like each of the board members to submit their volunteer hours to him.

The next Tree Board Meeting will be February 1, 2023. Send items for the agenda to Kevin Dunn.

Kevin Dunn adjourned the meeting at 8:35 pm

Minutes submitted by Deb Brown

The Prairie Village Environmental Committee met at 5:30 p.m. Wednesday, December 14, 2022 in the Prairie Village City Hall MPR.

The meeting was called to order at 5:31 pm.

Members in attendance

Piper Reimer (Chair), Greg Shelton (Co-chair), Ashley Freburg (Staff Liaison),

Penny Mahon (Secretary), Johanna Comes, Mckenna Owens, Stephanie Alger, Travis Carson, Richard Dalton, Margaret Thomas, Nathan Kovac, Rick Wohlfarth

Agenda

Rick made a motion to approve the agenda. Stephanie seconded the motion. All in favor.

Minutes

Margaret made a motion to approve the August 2022 minutes. Rich seconded the motion. All in favor.

Margaret made a motion to approve the October 2022 minutes. Rich seconded the motion. All in favor.

New Business

1. Discussion of the 2023 budget

We have \$8,000 in our budget. \$5,200 would be remaining if the committee were to commit to providing the \$1400/each for two Overland Park Recycling Extravaganza events in 2023. Piper suggested there remains a lot of uncertainty related to expenses associated with the list Greg produced of possible participation opportunities for this year.

Suggestions made for remaining budget include:

- Support Deep Roots Annual conference (flier)
- Updated committee banner: dimensions, design discussed. There was general agreement that we should purchase a new banner as our old one includes the term "Recycling Committee" in our name.
- Weighted Poster Stand
- Community Garden funding was discussed; however, Ashley reported that it currently appears unlikely that the Community Garden leadership team will make a request
- Funding the installation of EV charging stations. Nathan is interested in obtaining inexpensive EV chargers in the parks. The city recognizes the increased usage of EV chargers by residents and wishes to be intentional about any expansion of City managed EV chargers, with concerns for safety and liability, as well as avoiding the possibility of excess chargers as adoption of residential chargers increases. Travis stated the EV movement is happening quickly and PV should be a part of it. Richard asked if this should be included in the 2024 budget. Greg stated

that CAKC is working on a regional EV charging network and that he is involved in these discussions.

- Paid promotion of committee activities. Margaret suggested that it would be beneficial if information about educational activities could be disseminated by HOAs. The city already utilizes social media, the city website, and the Village Voice for information sharing. Suggestions for other ways to advertise include local radio, the Shawnee Mission Post, and Spotify. Other city committees may have pricing for some of these. The city could assist with some of the advertising.
- Develop smart thermostat program: Ideas included having the city purchase some as a pilot program, partnering with Evergy, reimbursement, and adding this to the sustainability grant program.

The decision was made to do some additional research on some of these suggestions, and then bring this back to the January meeting for a vote on the 2023 budget.

Old Business

Recycle Right – The routes are taking longer to complete than anticipated; six weeks for the first route. Discussions with residents have been very positive and productive. Monday routes are being completed now. Recycle Right staff has suggested that committee volunteers may be useful when the bugs have been worked out.

E Recycling Event – The event was very successful. Piper and several committee members volunteered. Piper is exploring the possibility of partnering with other northeast Johnson County cities on a recycling event currently being held in Fairway.

Mayor's Monarch Pledge – Native Plant Sale status – Although the MMP subcommittee had been planning for the 2023 event in PV, Deep Roots has decided to hold the event in Missouri. Piper will continue to communicate with Deep Roots to see if they might consider bringing the event back to PV in 2024.

Village Voice – The submission deadline for March/April will be February 5. The Native Plant Grant was suggested as a submission for this issue. Bridging the Gap has templates and resources for the pollinator gardens. The grant is administered through Johnson County.

Motion to Adjourn

Stephanie made a motion to adjourn the meeting. Greg seconded the motion. All in favor.

Meeting adjourned at 7:14pm.

EC status updates: December 14, 2023

1. Funding for the Mattress Recycling program has rolled over into the city budget due to its wide success.
2. Two proposals were received on Monday for the RFP for the Sustainability Program Manager, both of which were way over budget.
3. Residents can now track chemicals on the city website that Public Works are using. This is updated monthly.
4. Christmas tree recycling will be available in several parks from December 23 through January 15. Trees will be chipped, and residents can pick up wood chips for their personal use. There was a question if the city has ever estimated the number of participants in this program.
5. The city is increasing funding for the sustainability grant for next year.
6. Dynamhex: provided by Ashley.

Ashley reported that the city still has not received the report from Dynamhex, although we have been waiting for a year. Residents are supposed to be able to customize information to their homes, but the dashboard isn't working. The data available currently is an aggregate of our region. Margaret asked about public education for this report once it has been received. Rich mentioned a Cool Climate Calculator that New York City is using for its residents.

EC status updates: December 14, 2022 meeting

1. Recycle Right campaign update 12/9:

- Began with the Monday collection route which runs roughly from 63rd St. to 71st St. between Nall and Mission, and is broken into two zones. We will hopefully be completing our second time through and completing one of the zones, we hope to finish the Monday collection route in the next couple of weeks. The plan at that point is to move onto the Tuesday collection route. Overall, we have had good feedback and have noticed a huge difference in the contamination in the areas we have been through. The top contaminants we have observed so far are, bagged recycling (recyclables in plastic trash bags), plastic grocery bags/product wrap/Amazon shipping pouches/bubble wrap, non-recyclable paper like napkins, Kleenex, paper plates, etc. Other contaminants we have observed are Styrofoam, electronics, and glass. We have had several good interactions with residents who had questions about the program and about what they could recycle. We have had some issues with Republic collecting recycling when we were trying to complete our observations, this has caused some delays but happens from time to time.

2. OP Recycling Extravaganza:

- 3 EC committee volunteers, well organized, many recyclers, could use more volunteers, proximity to Thanksgiving led to fewer volunteers? cold weather! Recycling was offered for these items:
Paper Shredding, ReStore, Pet supplies, Mattresses, Eyeglasses, Electronics, Fabric, OPPD Medications, Goodwill / Books (seeking confirmation that not all recyclers may have shown up that day)

I recently became aware of another recycling event that several NEJC municipalities participate in, which offers electronics recycling. I am gathering additional information.

3. Native Plant Sale:

- Deep Roots has decided the event will be held in Missouri for 2023. The MMP subcommittee is deciding how to proceed.

VillageFest 2023

Meeting Information	
Location	Multipurpose Room - PV City Hall
Date & Time	Thursday January 26, 2023 5:00PM - 6:34PM
Attendees	• Amber Fletcher • Alex Fletcher • JD Kinney • Courtney McFadden • Dale Warman • Joel Crown • Steve • Ted Fritz • Toby Fritz

Discussion Notes	
Committee Chair's Report	• Corbin Trimble has stepped down from the committee, but will continue to help out as a Day Of volunteer. We would like to thank him for his years of service to VillageFest.
Pancake Breakfast	• Chirs Cakes has been contracted for 2023. • Their per plate cost has gone up so we will increase our price to \$6 to cover their minimum. • We will be able to use Tap and Click to Pay.
Patriotic Program	• Kristy Lambert has been approached to sing the National Anthem

Spirit Awards	• Now accepting nominations for possible candidates. • Will be in the next Village Voice.
KS National Guard History Museum and Display	• After a successful display last year we have reached out to SgtMaj Byers again. • We will not request a vehicle from them as their deployment schedules are unpredictable.
History Display	• Ted Fritz will be stepping down from this position, but has offered to help a new person who fills this role. We thank him for his many years of service to VillageFest.
Vendors and Exhibitors	• Food vendor fee has been discontinued as our funding model has changed. We hope this encourages more vendors to consider us during this time of inflation and staff shortages. • Rex Nolan funnel cakes confirmed • Polar Oasis confirmed • Water Wagon/Quench Buggy confirmed • Morty's KC Hot Dog Vendor confirmed • Kettle Corn Vendor - waiting on response • Boba Tea Vendor - waiting on response • Food Trucks - Amber will reach out to a few and see if there is any interest
Live Entertainment	• Mainstage, portable stage confirmed • MultiPhonic (cover band and sound tech) confirmed • Mr. Stinky Feet - TBD • The committee decided not to have a first act as last year it was not well attended at that time. • KC Wolf - 90 minute appearance contract TBD

	• Mr. Bones confirmed • Amazing Alex Balloon Twisting confirmed • Sister Act Face Painting confirmed - we will be meeting with the owner to find the best location for face and hair painting to manage lines and keep artists and attendees out of the direct sun. • Slip n Slide - have reached out to Terrance Gallagher to see if their scouts would be willing to work it again.
Pie Contest	• Mainstage announcement of the Pie Contest Winners should be scheduled between acts at 11:00. • Minor changes to the pie judging form will be made to better accommodate no bakes and include a space for pie names. • Alex will look into finding a polaroid camera to use for taking pictures of the pies. • We will get the pie plate for the winning pie again. • We will look into how to best post a picture/recipe of the winner on social media
Activities	• Fun Services - Mechanical Rides - mechanical rides, trackless train, quad jump, tornado, climbing wall, 15' fiberglass slide confirmed pending deposit. • Top Flight Bounce House - Moonwalk bounce house, blue castle bounce house/slide combo, purple jr slide, obstacle course with slide, jacob's ladder, color rush slide (water), and blue crush double slide (water) confirmed pending deposit. • A-Z Exotics - petting zoo and pony rides emails indicate they are interested to participate, proposal from them pending. • Vietnam Veterans - Huey helicopter last year was a hit, confirmed for 2023. Also looking into adding additional vehicles and equipment.

	• The Mayor tossing giveaways is pending input from the Fire Department. • Children's Craft Area - Scraps KC no longer sends staff to help with the craft but will sell us materials and instructions for craft areas. We are looking into a few possibilities of volunteers to run this area. • The Little Village - play area for 3 and under will be moved to the shade, looking into adding a sprinkler. • Yard Games - will be located across from mechanical rides, bucket pong will be fenced with construction fence to keep stray balls from running all over, cornhole to be set up location TBD.
Infrastructure	• Port a Potties, Handwashing stations, Info Tent/Lost & Found/First Aid
Marketing	• Mission Road Banners - light pole banners hang date TBD • Park Vinyls - Parks and Municipal Campus signs to be updated
Next Meeting	• Thursday, March 23, 2023 at 5:30PM

PRAIRIE VILLAGE

FOURTH QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	6,928	7,259	6,581	7,068	7,803	7,127.8	675.2
Calls By CSOs	826	1,033	1,101	980	974	982.8	-8.8
Calls For Service Total	7,754	8,292	7,682	8,048	8,777	8,110.6	666.4
Offenses							
Burglary Residence	18	21	14	22	18	18.6	-0.6
Aggravated Burglary	8	6	7	18	10	9.8	0.2
Burglary Business / Church / Other	2	1	4	2	9	3.6	5.4
Arson	3	0	0	0	1	0.8	0.2
Assault / Battery	86	89	66	85	82	81.6	0.4
Criminal Damage	97	79	84	85	108	90.6	17.4
Forgery	6	11	9	8	9	8.6	0.4
Fraud	58	48	72	65	78	64.2	13.8
Homicide	2	0	1	1	0	0.8	-0.8
Rape	4	3	2	5	4	3.6	0.4
Robbery	1	4	4	3	3	3.0	0.0
Sex Offenses	13	7	7	9	11	9.4	1.6
Trespassing	2	7	12	10	0	6.2	-6.2
Weapons Violations	11	11	8	4	4	7.6	-3.6
Offenses Total	311	287	290	317	337	308.4	28.6
Thefts							
All Other Theft	46	55	53	39	51	48.8	2.2
Auto Theft	32	36	42	56	63	45.8	17.2
Shoplifting	26	31	23	20	24	24.8	-0.8
Theft from Building	27	42	34	31	24	31.6	-7.6
Theft from Motor Vehicle	121	63	64	93	104	89.0	15.0
Theft of Motor Vehicle Parts	8	9	10	18	17	12.4	4.6
Thefts Total	260	236	226	257	283	252.4	30.6
Arrests							
Alcohol Related	38	28	42	24	16	29.6	-13.6
Drug Arrests	141	112	85	61	54	90.6	-36.6
DUI	145	105	113	113	91	113.4	-22.4
Arrests Total	324	245	240	198	161	116.8	44.2
Accidents							
No Injury	309	289	146	183	182	221.8	-39.8
Injury	48	60	46	63	59	55.2	3.8
Hit and Run Accidents	74	48	26	33	31	42.4	-11.4
Private Property	56	36	6	3	1	20.4	-19.4
Fatal	1	0	0	0	0	0.2	-0.2
Accidents Total	488	433	224	282	273	340.0	-67.0

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	395	322	507	512	354	418.0	-64.0
Residence Checks	283	175	84	83	74	139.8	-65.8
House Checks	405	450	180	258	427	344.0	83.0
Crime Prevention Total	1,083	947	771	853	855	901.8	-46.8
Miscellaneous							-
Failure to Yield	0	0	0	82	79	32.2	46.8
Medical Calls	444	465	473	551	860	558.6	301.4
Mental Health Total	0	176	300	271	238	197.0	41.0
Traffic Stops	9,464	8,651	6,509	7,438	5,231	7458.6	-2227.6
Miscellaneous Total	9,908	9,292	7,282	8,342	6,408	8,246.4	-1,838.4

MISSION HILLS

FOURTH QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	1,685	1,490	1,275	1,424	1,654	1,505.6	148.4
Calls By CSOs	96	70	78	70	105	83.8	21.2
Calls For Service Total	1,781	1,560	1,353	1,494	1,759	1,589.4	169.6
Offenses							
Burglary Residence	8	10	2	13	9	8.4	0.6
Aggravated Burglary	1	4	2	12	6	5.0	1.0
Burglary Business / Church / Other	0	1	0	0	0	0.2	-0.2
Arson	0	0	0	0	0	0.0	0.0
Assault / Battery	7	2	12	6	7	6.8	0.2
Criminal Damage	11	11	14	25	21	16.4	4.6
Forgery	1	1	0	1	0	0.6	-0.6
Fraud	9	8	10	12	27	13.2	13.8
Homicide	0	0	0	0	0	0.0	0.0
Rape	0	0	0	0	0	0.0	0.0
Robbery	0	0	0	0	0	0.0	0.0
Sex Offenses	0	0	0	0	1	0.2	0.8
Trespassing	1	1	1	0	0	0.6	-0.6
Weapons Violations	1	0	0	0	0	0.2	-0.2
Offenses Total	39	38	41	69	71	51.6	19.4
Thefts							
All Other Theft	8	10	5	6	9	7.6	1.4
Auto Theft	9	10	10	15	21	13.0	8.0
Shoplifting	0	0	0	0	0	0.0	0.0
Theft from Building	4	6	7	3	6	5.2	0.8
Theft from Motor Vehicle	23	8	21	27	42	24.2	17.8
Theft of Motor Vehicle Parts	0	0	1	4	3	1.6	1.4
Thefts Total	44	34	44	55	81	51.6	29.4
Arrests							
Alcohol Related	8	8	7	3	0	5.2	-5.2
Drug Arrests	18	13	14	17	8	14.0	-6.0
DUI	20	22	22	14	13	18.2	-5.2
Arrests Total	46	43	43	34	21	18.7	2.3
Accidents							
No Injury	28	32	19	21	24	24.8	-0.8
Injury	3	3	6	8	4	4.8	-0.8
Hit and Run Accidents	8	6	6	3	10	6.6	3.4
Private Property	5	1	0	0	1	1.4	-0.4
Fatal	0	0	1	0	0	0.2	-0.2
Accidents Total	44	42	32	32	39	37.8	1.2

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							-
Open Door (Garage / Car)	192	221	162	152	117	168.8	-51.8
Residence Checks	144	81	53	46	58	76.4	-18.4
House Checks	393	454	233	464	323	373.4	-50.4
Crime Prevention Total	729	756	448	662	498	618.6	-120.6
Miscellaneous							-
Failure to Yield	0	0	0	21	12	6.6	5.4
Medical Calls	27	29	35	47	81	43.8	37.2
Mental Health Total	0	16	28	20	30	18.8	11.2
Traffic Stops	3,463	3,191	1,993	2,303	2,098	2609.6	-511.6
Miscellaneous Total	3,490	3,236	2,056	2,391	2,221	2,678.8	-457.8

PRAIRIE VILLAGE / MISSION HILLS

FOURTH QUARTER CRIME REPORT - 2022

	2018	2019	2020	2021	2022	Average	2022+/-
Calls For Service							
Calls By Officers	8,613	8,749	7,856	8,492	9,457	8,633.4	823.6
Calls By CSOs	922	1,103	1,179	1,050	1,079	1066.6	12.4
Calls For Service Total	9,535	9,852	9,035	9,542	10,536	9,700.0	836.0
Offenses							
Burglary Residence	26	31	16	35	27	27.0	0.0
Aggravated Burglary	9	10	9	30	16	14.8	1.2
Burglary Business / Church / Other	2	2	4	2	9	3.8	5.2
Arson	3	0	0	0	1	0.8	0.2
Assault / Battery	93	91	78	91	89	88.4	0.6
Criminal Damage	108	90	98	110	129	107.0	22.0
Forgery	7	12	9	9	9	9.2	-0.2
Fraud	67	56	82	77	105	77.4	27.6
Homicide	2	0	1	1	0	0.8	-0.8
Rape	4	3	2	5	4	3.6	0.4
Robbery	1	4	4	3	3	3.0	0.0
Sex Offenses	13	7	7	9	12	9.6	2.4
Trespassing	3	8	13	10	0	6.8	-6.8
Weapons Violations	12	11	8	4	4	7.8	-3.8
Offenses Total	350	325	331	386	408	360.0	48.0
Thefts							
All Other Theft	54	65	58	45	60	56.4	3.6
Auto Theft	41	46	52	71	84	58.8	25.2
Shoplifting	26	31	23	20	24	24.8	-0.8
Theft from Building	31	48	41	34	30	36.8	-6.8
Theft from Motor Vehicle	144	71	85	120	146	113.2	32.8
Theft of Motor Vehicle Parts	8	9	11	22	20	14.0	6.0
Thefts Total	304	270	270	312	364	304.0	60.0
Arrests							
Alcohol Related	46	36	49	27	16	34.8	-18.8
Drug Arrests	159	125	99	78	62	104.6	-42.6
DUI	165	127	135	127	104	131.6	-27.6
Arrests Total	370	288	283	232	182	135.5	46.5
Accidents							
No Injury	337	321	165	204	206	246.6	-40.6
Injury	51	63	52	71	63	60.0	3.0
Hit and Run Accidents	82	54	32	36	41	49.0	-8.0
Private Property	61	37	6	3	2	21.8	-19.8
Fatal	1	0	1	0	0	0.4	-0.4
Accidents Total	532	475	256	314	312	377.8	-65.8

	2018	2019	2020	2021	2022	Average	2022+/-
Crime Prevention							
Open Door (Garage / Car)	587	543	669	664	471	586.8	-115.8
Residence Checks	427	256	137	129	132	216.2	-84.2
House Checks	798	904	413	722	750	717.4	32.6
Crime Prevention Total	1,812	1,703	1,219	1,515	1,353	1,520.4	-167.4
Miscellaneous							
Failure to Yield	0	0	0	103	91	38.8	52.2
Medical Calls	471	494	508	598	941	602.4	338.6
Mental Health Total	0	192	328	291	268	215.8	52.2
Traffic Stops	12,927	11,842	8,502	9,741	7,329	10068.2	-2739.2
Miscellaneous Total	13,398	12,528	9,338	10,733	8,629	10,925.2	-2,296.2



A subsidiary of The MSR Group

Market Sustainability Study Approximate Timeline

DATE	PROJECT TASK
Week of 1/18	Client approves survey for programming
1/18 to 1/23	Client and WRG agree on postcard design, wording, PIN #s, etc.
Week of 1/23	WRG to program survey for phone and online administration
Week of 1/30	Phone data collection begins Postcards printed and mailed
1/30 to 3/6	Data collection
Week of 3/6	Finish coding, data processing, and tabulate results
3/13 to 3/24	Data analysis and report preparation
Week of 3/27	Deliver final report

**City of Prairie Village
Council Work Session Agenda
Saturday, February 11, 2023
10800 Metcalf Ave, Overland Park, KS 66210**

8:00 a.m. - 9:30 a.m.* City Hall/Police Department Facility Assessment
Melissa Prenger

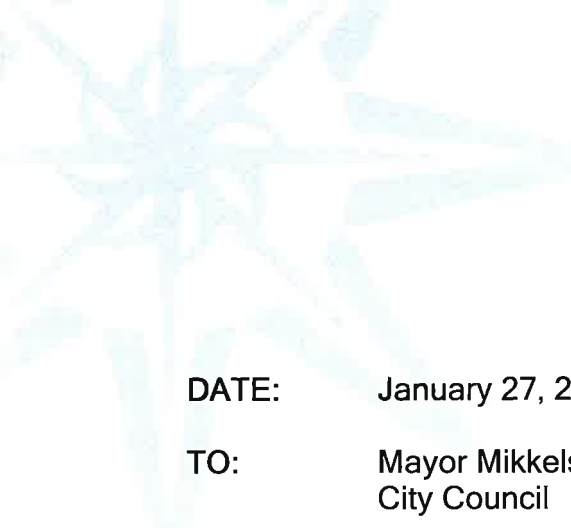
9:45 a.m. - 11:00 a.m.* Conflict Resolution for Elected Officials
Gregory Winship, Center for Conflict Resolution

**Times are estimates and subject to change*

Team Building Activity

No city business will be conducted during this portion of the work session

11:30 a.m. - 12:45 p.m. Game Show Battle Room
10520 Metcalf, Overland Park, KS



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: January 27, 2023

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan



SUBJECT: FEBRUARY PLAN OF ACTION

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

- Community Center Consideration/Survey - Staff (02/23)
- Tree Protection Presentation - Tree Board (02/23)
- 4th Quarter Crime Stats - Chief (02/23)
- Cyber Preparedness Review - Dan/Mike/Time (02/23)
- Review of Defensive Driver Training for New Employees - Staff (02/23)
- Standard Contract Review w/Insurance Carrier - Keith/Melissa (02/23)
- Annual Committee Member Training - Adam/Meghan (02/23)
- Volunteer Committee Appointments - Staff (02/23)
- 2024 Budget Calendar Review and Presentation - Jason/Nickie/Wes (02/23)
 - Budget Presentation Notification to Committees
- Village Voice Articles/Publication - Ashley (02/23)
- 2022 Audit Preparation - Jason (02/23)
- 2022 Annual Report - Ashley/Staff (02/23)
- Teen Council Presentations - Piper/Meghan (02/23)
- Acknowledge Mayor/Council Service Longevity - Adam (02/23)
- Preparing Annual Police Pension Statements - Cindy (02/23)
- Mayor's Prayer Breakfast - Ashley (02/23)

In Progress

- 2022 Property Tax Rebate Program - Adam (01/23)
- 2023 Exterior and Sustainability Grant Applications - Nickie (01/23)
- Lifeguard and Pool Operational Staff Hiring - Meghan - (01/23)
- Marketing Strategy Evaluation - Ashley/Meghan (01/23)
- NLC Conference Planning - Meghan/Nickie (01/23)
- Annual Health Risk Assessments - Cindy (01/23)
- Annual Everygy Update - Wes (12/22)
- Council Work Session - Meghan/Wes (12/22)
- Research Federal Infrastructure/Jobs Act Grants - Jason/Nickie (12/22)

- Public Arts Fund program planning - Nickie/Meghan (11/22)
- Annual Meetings with County/State Elected Officials - Nickie/Mayor/Wes (11/22)
- Aquatics Supervisor Hiring Process - Meghan (11/22)
- Information Systems Specialist Hiring Process - IS/ Cindy/Tim (11/22)
- Park Sign Replacement and Branding Process - Melissa (9/22)
- Lap Pool Repair Project - Keith (08/22)
- Recycle Right Initiative - Ashley/Adam (07/22)
- Ad Hoc Housing Committee Recommendations - Nickie/Chris (07/22)
- Ward Boundaries - Nickie/Chris (06/22)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Next Steps UCS Racial Equities - Tim (04/22)
- Agenda Management Software Evaluation - Adam/Ashley (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

- 2023 Non-Health Insurance Midyear Evaluation - Jason/Nickie (12/22)
- Forfeiture Trust Fund Report/Presentation - Chief (01/23)
- JCPRD Programming - Meghan (01/23)
- Local Government Day in Topeka - Nickie (01/23)
- Council Service Longevity - Adam (01/23)
- Updating 2023 Deductions and Compensation - Cindy/Tim (01/23)
- Finalizing W-2s and Year-end Payroll - Cindy/Tim (01/23)
- Pension Board Trustees Meeting - Cindy/Tim (01/23)
- Superpass Agreement - Meghan (01/23)
- 2023 NE Chamber State of the Cities Presentation - Mayor/Staff (12/22)
- Local Government Day in Topeka - Nickie (12/22)
- Annual Volunteer Applications for Committees - Staff (11/22)
- Summer Recreation Program and Fee Review - Meghan (09/22)
- Master Personnel Spreadsheet Updates - Cindy/Nickie/Jason (01/23)

Ongoing

- City Hall/PD Feasibility Study - Melissa/Staff (04/22)
- Business Continuity Plan - Tim/Dan/Nickie (03/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- Diversity Training - Tim/Cindy (06/22)

Tabled Initiatives

- Pool Mural Project - Meghan (04/21) [placed on hold until the Community Center discussion is decided upon]
- 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](#)]