

The public may attend the meeting in person or view it online.

**City Council Meeting Agenda
City of Prairie Village
Council Chambers
Monday, August 3, 2026
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

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 the meeting date. 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.

- A. Consider approval of regular city council meeting minutes - July 20, 2026
- B. Consider approval of claims ordinance #3064
- C. Consider school crossing guard contract renewal with All City Management Services (ACMS) Inc.
Joel Porter
- D. Adopt Ordinance 2518 amending certain sections of the 2018 building code
- E. Consider agreement with Black and McDonald for streetlight maintenance services
- F. Consider appointment to the arts council
- G. Consider an Ordinance approving the Prairie Village Jazz Festival as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event.
- H. Consider request for Alcoholic Beverage Waiver for Harmon Park for the Prairie Village Jazz Festival

IX. Committee Reports

X. Mayor's Report

XI. Staff Reports

XII. Old Business

XIII. New Business

- A. Consider appointment of city engineer
Mayor Mikkelson

XIV. Council Committee of the Whole (Council President presiding)

- A. Consider amendments to Council Policy CP061 - Purchasing
Wes Jordan

XV. Executive Session

XVI. Informational Items

- A. Upcoming meetings and events
- B. August plan of action

XVII. Adjournment

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting.



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JULY 20, 2026**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 20, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the city clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Inga Selders, Ron Nelson, Andy Logan, Shelby Bartelt, Nathan Vallette, Tyler Agniel, Nick Reddell, Betsy Lawrence, Ian Graves and Jim Sellers. Staff present: Captain Josh Putthoff, Police Department; Keith Bredehoeft, Public Works Director; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Buom, Assistant City Administrator; Jason Hannaman, Finance Director; Mitch Dringman, Building Official; Chris Brewster, Planning Consultant; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Agniel made a motion to approve the agenda as presented. The motion was seconded by Mr. Vallette and passed unanimously.

INTRODUCTION OF STUDENTS AND SCOUTS

No students or scouts were present at the meeting.

PRESENTATIONS

None.

PUBLIC PARTICIPATION

- Rob Kohl, Ward 2, shared concern about tree maintenance in the city.
- Melinda Lewis, Ward 1, and Alan Bauman, Ward 5, expressed their support for increased building efficiency standards in the city's energy conservation code.
- Anne Melia, Ward 6, noted her support for increased building efficiency standards and the proposed solid waste contract. She also shared concern about the lack of affordable housing in the city.
- Pam Justus, Ward 6, voiced her concerns about statements made by the governing body that she felt were not truthful.



- Kevin Kinsella, Ward 4, thanked the governing body and staff for making Prairie Village a welcoming city for all.

CONSENT AGENDA

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

1. Consider approval of regular city council meeting minutes - July 6, 2026
2. Consider approval of a contract with McAnany Construction for the 2026 CARS project ROAV0008 - Roe Avenue from 63rd Street to 83rd Street
3. Consider agreement with Integrity Locating Services for underground line location services related to the streetlight system
4. Consider approval of municipal complex project, phase 1 - police department furniture package

Mr. Nelson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Robinson, O’Toole, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed unanimously.

COMMITTEE REPORTS

Planning Commission: Consider ordinance to rezone 4200 W. 79th Street

Planning Commission: Consider final plat for 4200 W. 79th Street

Mr. Brewster said that the applicant, Price Brothers, was requesting to rezone the property at 4200 W. 79th Street from R-1A Single-Family Residential to RP-1B Planned Single-Family Residential district to build 20 detached dwellings. The property was used as a YMCA until 2024, which is a permitted use in the R-1A zoning district. The proposal includes a “planned” designation of R-1B for specific deviations from the standards of R-1B, primarily regarding the minimum lot width, lot coverage standards, and setbacks. The applicant also submitted a corresponding plat to divide the property into 20 residential lots, plat a private common access for the lots, and designate common space fronting the park on the north and providing a north/south connection from 79th Street.

Mr. Brewster stated that the planning commission considered the application at its June 2, 2026, meeting, at which time a public hearing was held. No one spoke in favor or against the application. The city did receive written comments from residents against the project for various reasons. After discussing and weighing the “golden factors” found in Section 19.52.030 of the city’s zoning regulations, the planning commission voted unanimously to recommend approval of the requested rezoning to the city council, with the following conditions listed in the staff report.



Mr. Brewster noted that the city's zoning regulations require rezoning requests to go to the city council for final approval, while the planning commission is tasked with the final approval of plats (the city council must accept or approve the dedication of land for public purposes following the plat approval). There is a 14 day required protest period between the time the public hearing is held before the council can take final action on the application. If a protest petition is filed during this time period by 20% of property owners within 200' of the address, a $\frac{3}{4}$ majority of the governing body would be needed in order to approve the application (10 votes including the Mayor). A protest petition was not filed with the city on this application.

A rezoning application requires the city council to act in its quasi-judicial role. When acting in this capacity, rather than a legislative capacity, the governing body cannot prejudge and must set aside personal opinions. Like a judge, the governing body must apply the law to facts presented in the public record. In considering a residential rezoning, the council must consider the overall use of the land/lot itself, and not the design of the structures that are being proposed. The "golden factors" must be used in determining the reason as to why the application should be approved or denied.

According to Section 19.52.040 of the city's zoning regulations, the governing body can take the following actions on a rezoning recommendation from the planning commission:

1. Adopt the planning commission's recommendation by a simple majority (7 votes including the Mayor)
2. Override the planning commission's recommendation by a $\frac{2}{3}$ majority vote of the entire governing body (9 votes including the Mayor)
3. Return the recommendation to the planning commission with a statement specifying the basis for the governing body's failure to approve or disapprove by a simple majority. The planning commission can then submit the original recommendation or submit a new and amended recommendation. The governing body then can adopt or amend the recommendation by a simple majority (7 votes) or take no further action

Mr. Brewster said that, along with the rezoning application, the planning commission considered the preliminary plat at its June 2, 2026, meeting, and voted unanimously to advance the preliminary plat to the next planning commission meeting with the conditions listed in the staff report.

Applicants Bart Lowen with Price Brothers, Luke Moore with Olsson Engineering, and Patrick Reuter with Klover Architecture, were present to discuss the application. Mr. Reuter gave a presentation displaying plans and renderings of the project.

Mr. Reddell made a motion to accept the planning commission's recommendation and approve PC-26-01, rezoning 4200 W. 79th Street from R-1A (Single Family Residential) to RP-1B (Planned Single-Family Residential). Mr. Graves seconded the motion.



Ms. Lawrence asked if the street between the homes would be public or private, and whether it would be gated. Mr. Reuter said the street would be public, and there would be no gate.

Mr. Sellers asked if native plants and trees would be used for landscaping. Mr. Brewster stated that specific species had not been selected for public trees, but that selections would be made based on the tree board's recommendations.

Mayor Mikkelson asked what the timeline was for the development. Mr. Lowen stated that he expected demolition and site development to begin in the fall and home construction to start in late-Spring or early Summer 2027.

After further discussion, a roll call vote was taken with the following votes cast: "aye": Robinson, O'Toole, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers, Mikkelson. The motion passed unanimously.

Mr. O'Toole made a motion to authorize the Mayor to execute the final plat for 4200 W. 79th Street for acceptance of rights-of-way and easements subject to the conditions of approval required by the planning commission. Mr. Logan seconded the motion. A roll call vote was taken with the following votes cast: "aye": Robinson, O'Toole, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed unanimously.

MAYOR'S REPORT

- The Mayor shared the following information:
 - The English soccer team had left the city after spending nearly a month based at the Meadowbrook Inn. The Mayor thanked the police department for their efforts providing security for the team.
 - A groundbreaking for the new city hall project on July 10.
 - A call with First Washington about parking issues at the Prairie Village shops. On the call, information was also provided about the clocktower courtyard updates and the future of the old Hen House location.
 - Corinth Quarter phase 2 was nearly complete, with the Flower Child restaurant opening in August, along with the opening of the La Fetta Italian Deli and the expansion of the Sopra Salon and Med Spa.

STAFF REPORTS

- Mr. Geffert provided an updated on the property tax rebate program.
- Captain Putthoff shared a summary of the police department's actions during the World Cup.



- Mr. Jordan stated that updates to the city's purchasing policy would be brought to the council for consideration at the August 3 meeting.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

83rd Street modifications

Mr. Bredehoeft stated that 83rd Street between Mission Road and Somerset Drive would be undergoing a full rehabilitation, and was included as a CARS project for 2027. The city's comprehensive plan, Village Vision 2.0, identified this section of 83rd Street as a "village connector" and suggested several concepts for the area, such as more green space, on-street parking, pedestrian lighting, and better pedestrian connections. Public works assembled a team of council members and business representatives to help determine what would be best for the corridor.

After reviewing options, the team generally agreed that on-street parking was not necessary and that access needed to be maintained as it currently functioned. The preferred options included adding a pedestrian connection approximately mid-block and adding a large pedestrian island. Mr. Bredehoeft said that staff also recommended minor geometric changes and modified some lengths of the right turn lanes. The team was concerned about the proposed changes and wanted to ensure they did not negatively affect traffic. Staff reviewed the options with the city's traffic engineering consultant, and it was determined that given traffic in the area, the proposed changes would work well. The final design would include details of landscape items as well as the addition of pedestrian level lighting along the north side of 83rd Street and at the pedestrian crossing.

Mr. Robinson made a motion to approve the 83rd Street modifications as presented. Mr. Vallette seconded the motion.

Mr. Reddell and Ms. Lawrence stated that they appreciated staff's flexibility while working with the team.

Ms. Bartelt asked if the changes to the right-turn lane at 83rd Street and Mission Road would have any negative impacts on Corinth School. Mr. Bredehoeft said he felt the new design would improve the safety of the pedestrian crossing to and from the school.

After further discussion, the motion passed unanimously.

Consider approval of the residential solid waste and recycling services agreement with GFL Services for collection operations beginning January 1, 2027



Mr. Jordan said that at its June 15, 2026, meeting, the council voted 8-2 to direct staff to move forward with a ten-year + 90 day agreement with GFL for solid waste services which would include solid waste, recycling, and yard waste. The contract would start on January 1, 2027, and end on March 31, 2037, with a provision for a five-year extension. Mr. Jordan gave a presentation highlighting key points regarding the scope of services.

Mr. Robinson asked if the city could exit the agreement if GFL were to transfer services to another vendor. Mr. Aggen stated that there was a non-assignability clause that would prevent GFL from transferring services without the city's consent.

Mr. Jordan said that he had been contacted by another service provider, KC Disposal, who stated they were interested in addressing the council and putting forth a bid for a similar scope of services. KC Disposal later sent a letter of intent that indicated the company could provide the same services as GFL for \$1.00 less per month, per household. Mr. Jordan stated that Matt Gibson from KC Disposal was present to speak and answer questions from the council.

Mr. O'Toole said that he felt that the process was past the point of consideration of new bids, and made a motion to approve the solid waste and recycling services agreement with GFL Services for collection operations beginning January 1, 2027, for a term of 10 years + 90 days as presented. Mr. Robinson seconded the motion.

Ms. Selders, Ms. Bartelt and Ms. Lawrence said that they felt that an RFP process should be undertaken to accurately compare all potential service providers in the area.

Mr. Vallette noted that the council had already voted to move forward without an RFP when considering the issue previously.

Mr. Jordan stated that going through an RFP process would take 8-12 weeks, which would be detrimental to the timeframe of a provider being ready to service the city by January 1, 2027. He added that the existing agreement with Republic Services would end on December 31.

Mr. Sellers asked whether KC Disposal had agreements with any municipalities of a similar population. Mr. Gibson stated that the company serviced the City of Edwardsville, KS. He added that the reason the bid came in at such a late date was because he was unaware that the city was looking for a new service provider. Further, he noted that Edwardsville was the only city contract that KC Disposal had, but that it had over 60,000 customers in the region.

Mr. Vallette asked if KC Disposal would be able to service the city by the first of January. Mr. Gibson said that the company would be ready, and that the city could be serviced by the company's existing fleet of trucks until new trucks were purchased and received, and that trash and recycle bins could be manufactured in time.



Tom Coffman, Government Contracts Manager with GFL Services, stated that he was prepared to purchase trucks and order carts immediately if the contract were approved by the council. He added that if the council opted to pursue an RFP process, he could not guarantee that they could be acquired by January 1.

Mr. Sellers asked how many customers GFL provided services for, and Mr. Coffman stated that the company worked with approximately 75 municipalities in the region.

After further discussion, a roll call vote was taken with the following votes cast: “aye”: Robinson, O’Toole, Nelson, Logan, Vallette, Agniel, Reddell, Graves, Sellers; “nay”: Selders, Bartelt, Lawrence. The motion passed 9-3.

Consider charter ordinance designating official publications for legal notices

Mr. Geffert said that Charter Ordinance #6, passed in 1975 by the city council, exempted the city from K.S.A. 13-420, pertaining to the designation of official newspapers of the city. This charter ordinance designated the newspapers as “The Johnson County Herald and/or Sun Publications”. Since that time, Section 1-110 of the city’s municipal code was updated to designate “The Johnson County Sun or the Johnson County Legal Record” as the official city newspapers.

Mr. Geffert said that the city had been using the Johnson County Legal Record for many years, particularly since the Johnson County Sun ceased operations in 2011. He noted that the Legal Record has been a reliable, though expensive, newspaper in which to publish legal notices. However, the deadline by which publications must be submitted to the paper had become stricter in recent years, which had on occasion been a burden for city staff.

In 2025, the Johnson County Post officially met the legal requirements of State Statute 64-101, allowing legal notices to be published in its weekly printed edition. Mr. Geffert stated that staff was requesting that the charter ordinance and associated ordinance be approved to amend existing language in the municipal code to allow publications of legal notices to appear in the Johnson County Post, the Johnson County Legal Record, or the city website, www.prairievillageks.gov. Approval would update the city code to remove references to the Johnson County Sun, and also provide staff flexibility on where notices could be published.

Mr. Geffert said that several cities in Johnson County, including Overland Park, Olathe, and Leawood, had begun publishing their notices in the Johnson County Post. He added that the Post was less expensive than the Legal Record, and had a later deadline for submissions. Staff considered the idea of using only the city website for publications, but state statutes dictate that certain items, such as public hearings and specific zoning changes, still require publication in a printed newspaper of general circulation.



Ms. Selders asked if individuals would have the same access to legal publications in the Post as they would with the Legal Record. Mr. Geffert said that the Post had a weekly printed edition just as the Legal Record did, so access to the information would not change.

Mr. Sellers made a motion to approve Charter Ordinance No. 30, a charter ordinance of the City of Prairie Village, Kansas, relating to the designation of the official city newspaper, exempting the city from the provisions of K.S.A. 64-101, providing for additional and substitute provisions on the same subject, and repealing Charter Ordinance No. 6. Ms. Lawrence seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Robinson, O’Toole, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers, Mikkelson. The motion passed unanimously.

Mr. Nelson made a motion to approve Ordinance No. 2520, and ordinance regarding the publication of ordinances, amending Section 1-110 (Same; Publication) of Article 1 (Ordinances), Chapter I (Administration), of the Code of the City of Prairie Village. Ms. Bartelt seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Robinson, O’Toole, Selders, Nelson, Logan, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed unanimously.

Mr. Nelson made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Reddell and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

Discuss amendments to the adopted 2018 International Energy Conservation Code

Ms. Lee stated that The International Codes Council (ICC) published updated editions of model building codes and standards every three years for consideration and adoption by local jurisdictions. Prairie Village typically considered updates to its building codes on a six-year adoption cycle. This is done in conjunction and collaboration with the building officials from all Johnson County municipalities. She noted that the city currently operated under the 2018 building codes which were adopted in 2021, and had been reviewing the 2024 building codes. Staff had been planning to recommend portions of the 2024 codes prior to the adoption of Senate Bill 418 in May 2026.

Senate Bill 418, the “by-right housing bill”, was passed with the goal of increase housing production across the state. A portion of the bill requires that nothing newer than the 2018 building codes could be required for single family homes under 2,500 square feet. The measurement of 2,500 square feet is defined as “livable” and does not include basements, closets, porches, decks and garages. According to staff analysis, 30%+ of new builds in the city would qualify to remain on 2018 building codes. Ms. Lee said that the small size of the city’s building staff could not accommodate two separate sets of building codes, and



staff believed from an equity standpoint for residents and builders it made more sense to operate under one code. As such, staff recommended remaining on the 2018 building codes, but modifying the adopted 2018 energy code to increase energy efficiency.

Mr. Dringman said that the only recommended changes to the adopted code were to the insulation requirements in Table N1102.1.2 and the Energy Rating Index (ERI) and Home Energy Rating Score (HERS). These amendments would increase energy efficiency requirements specifically for wood walls above grade from R-15 to R-20 (or R-13 fiberglass+ R-5 continuous), and ERI or HERS from 68 points to a greater efficiency score of 62 or less.

Mayor Mikkelson asked for additional information about R-13 fiberglass + R-5 continuous insulation. Mr. Dringman said that the combination of fiberglass and foam board insulation was actually somewhat more efficient than R-20.

Ms. Lee said that the recommended implementation date for the 2018 energy code amendments would be January 1, 2027, in order to give staff and builders adequate time to communicate changes and update processes and information. She added that staff would continue to monitor the impacts of SB 418 and review other cities' approaches and potential opportunities for modification. Other impacts of SB 418 would be discussed at a future council meeting.

Ms. Selders asked if there was a substantial cost difference for the new requirements. Mr. Dringman said the cost increase was not significant.

Mr. Graves made a motion to recommend approval of the proposed amendments to the adopted 2018 International Energy Conservation Code as presented. The motion was seconded by Mr. Vallette and passed unanimously.

Mr. Reddell moved that the city council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Agniel and passed unanimously.

INFORMATIONAL ITEMS

Informational items were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 8:47 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

August 3, 2026

Copy of Ordinance
3064

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

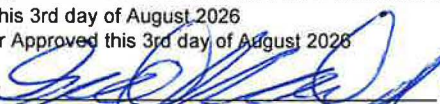
NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
35381-35446	6/5/2026	386,764.56	
35447-35464	6/12/2026	234,693.48	
35465-35532	6/18/2026	696,819.51	
35532-35561	6/26/2026	232,685.10	
Payroll Expenditures			
6/12/2026		615,730.69	
6/26/2026		675,147.01	
Electronic Payments			
	6/1/2026	4,367.95	
	6/8/2026	22,857.55	
	6/12/2026	4,477.53	
	6/15/2026	74.46	
	6/26/2026	490,549.07	
	6/29/2026	41,155.42	
TOTAL EXPENDITURES:			3,405,322.33
Voided Checks			
	Check #	(Amount)	
Sydney G Williams	35524	(300.00)	
TOTAL VOIDED CHECKS:			(300.00)
GRAND TOTAL CLAIMS ORDINANCE			3,405,022.33

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

Passed this 3rd day of August 2026

Signed or Approved this 3rd day of August 2026

ATTEST:


City Treasurer

ATTEST:


Finance Director

Payroll Date:	6/12/2026
Total Amount ADP Debited From PV Accounts	\$ 513,951.26
M,N-(K) KPERS Employer	\$ 26,368.42
(K) KPERS Employee	\$ 14,939.59
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 25,026.80
(L) DC457 Employee Contribution	\$ 16,850.67
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 9,974.63
(P) POLPEN Police Pension Employee	\$ 6,906.22
	\$ 615,730.69

Payroll Date:	6/26/2026
Total Amount ADP Debited From PV Accounts	\$ 568,730.81
M,N-(K) KPERS Employer	\$ 25,300.50
(K) KPERS Employee	\$ 14,334.56
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 27,664.39
(L) DC457 Employee Contribution	\$ 18,096.96
(LI) CITYPD Employer Contribution	\$ 1,502.74
(457) Roth Employee Contribution	\$ 12,381.79
(P) POLPEN Police Pension Employee	\$ 6,924.90
	\$ 675,147.01

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	\$

Accounts Payable

Checks by Date - Summary by Check Date



PRAIRIE VILLAGE
THE STAR OF KANSAS

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	841	Elavon	06/01/2026	0.00	29.95
ACH	841	Elavon	06/01/2026	0.00	1,430.27
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	06/01/2026	0.00	2,907.73
Total for 6/1/2026:				0.00	4,367.95
35381	4070	2nd Responder Upfitters, LLC	06/05/2026	0.00	1,932.96
35382	78	Affinis Corp	06/05/2026	0.00	40,496.80
35383	2265	All City Management Services Inc	06/05/2026	0.00	6,010.20
35384	3380	All Copy Products Inc	06/05/2026	0.00	238.89
35385	49	All Star Awards and Ad Specialties Inc	06/05/2026	0.00	770.48
35386	2392	Allegiant Networks LLC	06/05/2026	0.00	2,309.59
35387	4037	Angel Armor LLC	06/05/2026	0.00	45,867.13
35388	4099	Arrowhead Franchising LLC	06/05/2026	0.00	9,608.67
35389	3089	Bob Allen Ford Inc	06/05/2026	0.00	504.59
35390	4054	Born Primitive, LLC	06/05/2026	0.00	1,982.50
35391	3464	C&G Rubber Stamp	06/05/2026	0.00	50.00
35392	3759	Charter Communications Holdings, LLC	06/05/2026	0.00	7.44
35393	2512	Clark Enersen Partners Inc	06/05/2026	0.00	12,967.50
35394	3511	Nora Cooper	06/05/2026	0.00	2,778.00
35395	2007	Michelle DeCicco	06/05/2026	0.00	2,312.00
35396	1131	Disko Promotions Inc	06/05/2026	0.00	380.37
35397	2603	Mark T Duffy	06/05/2026	0.00	1,010.58
35398	2666	Fiber Platform LLC	06/05/2026	0.00	700.00
35399	88	First Call	06/05/2026	0.00	460.17
35400	3696	Fisher, Patterson, Sayler, & Smith, L.L.P.	06/05/2026	0.00	7,978.45
35401	268	George Butler Associates Inc	06/05/2026	0.00	1,385.70
35402	3781	Frank P. Gilman, PA	06/05/2026	0.00	1,434.00
35403	86	Goodyear Auto Service Center	06/05/2026	0.00	1,918.10
35404	4137	Group Creative Services, LLC	06/05/2026	0.00	4,500.00
35405	384	GT Distributors	06/05/2026	0.00	3,261.53
35406	1939	In And Out Painting LLC	06/05/2026	0.00	29,310.57
35407	4153	Insco Environmental, Inc.	06/05/2026	0.00	82,494.00
35408	2316	Integrity Locating Services LLC	06/05/2026	0.00	5,763.10
35409	3472	J Webb Inc	06/05/2026	0.00	47.50
35410	1230	J&J Printing Inc	06/05/2026	0.00	96.50
35411	372	Johnson County Top Soil & Landscape mat	06/05/2026	0.00	176.00
35412	3732	K&M Office Products Inc	06/05/2026	0.00	1,124.79
35413	3374	Kansas Department of Revenue	06/05/2026	0.00	465.00
35414	41	Kansas Gas Service	06/05/2026	0.00	577.77
35415	2335	Kansas One-Call System Inc	06/05/2026	0.00	490.77
35416	3602	Kruse Corporation	06/05/2026	0.00	370.00
35417	205	Lawson Products	06/05/2026	0.00	926.14
35418	213	Legal Record	06/05/2026	0.00	48.83
35419	92	Lexington Plumbing and Heating Company	06/05/2026	0.00	6,169.50
35420	3302	Linde Gas & Equipment inc	06/05/2026	0.00	98.41
35421	4183	Kassie McClure	06/05/2026	0.00	142.31

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
35422	340	Mill Creek Rifle Club Inc	06/05/2026	0.00	600.00
35423	100	O'Dell Service Company Inc	06/05/2026	0.00	318.00
35424	2072	Olsson Associates	06/05/2026	0.00	24,657.34
35425	277	PB Hoidale Co Inc	06/05/2026	0.00	185.00
35426	3657	Project Advocates LLC	06/05/2026	0.00	10,166.18
35427	4179	Brian Redelsheimer	06/05/2026	0.00	1,705.73
35428	102	Safety-Kleen Systems Inc	06/05/2026	0.00	1,324.77
35429	777	Rodney Sanders	06/05/2026	0.00	112.50
35430	469	SASE Company Inc	06/05/2026	0.00	351.22
35431	73	SBCO	06/05/2026	0.00	326.00
35432	4182	SCP Distributors LLC	06/05/2026	0.00	660.15
35433	3404	Sleepyhead Beds	06/05/2026	0.00	2,680.00
35434	72	Staples Business Advantage	06/05/2026	0.00	104.95
35435	279	Sunflower Equipment LLC	06/05/2026	0.00	22,168.90
35436	439	Sysco of Kansas City	06/05/2026	0.00	3,342.25
35437	4166	TG Acquisition, LLC	06/05/2026	0.00	4,422.00
35438	4000	Hadley Thibault	06/05/2026	0.00	132.24
35439	3715	Bridget Throm	06/05/2026	0.00	1,559.20
35440	2240	Karen L Torline	06/05/2026	0.00	1,653.00
35441	2568	TREKK Design Group LLC	06/05/2026	0.00	20,711.17
35442	2047	United Rentals (North America) Inc	06/05/2026	0.00	412.00
35443	1042	Verizon Wireless	06/05/2026	0.00	538.52
35444	1921	Wanco Inc	06/05/2026	0.00	428.80
35445	368	WEI H2O Kansas LLC	06/05/2026	0.00	7,565.75
35446	1631	Worth Motorsports Inc	06/05/2026	0.00	1,472.05
Total for 6/5/2026:				0.00	386,764.56
ACH	9	Evergy - KCPL - ACH	06/08/2026	0.00	14,404.63
ACH	311	ADP Electronic Debit	06/08/2026	0.00	8,452.92
Total for 6/8/2026:				0.00	22,857.55
ACH	841	Elavon	06/12/2026	0.00	29.95
ACH	9	Evergy - KCPL - ACH	06/12/2026	0.00	4,447.58
35447	4185	Advocates For Immigration Rights & Reco	06/12/2026	0.00	500.00
35448	2330	Allied Services LLC	06/12/2026	0.00	176,188.27
35449	1842	Johanna Comes	06/12/2026	0.00	69.74
35450	158	Delta Dental of Kansas	06/12/2026	0.00	7,299.14
35451	2831	Michael Dolly	06/12/2026	0.00	128.47
35452	245	Easy Ice LLC	06/12/2026	0.00	75.21
35453	2980	Enterprise FM Trust	06/12/2026	0.00	20,687.28
35454	2028	Environmental Systems Research Institute 1	06/12/2026	0.00	1,975.00
35455	2898	Evergy - KCPL	06/12/2026	0.00	970.77
35456	3922	Fidelity Security life Insurance Company	06/12/2026	0.00	992.05
35457	4024	KC Can Compost	06/12/2026	0.00	2,280.00
35458	4183	Kassie McClure	06/12/2026	0.00	231.61
35459	190	Pitney Bowes Lease	06/12/2026	0.00	210.18
35460	207	Purchase Power	06/12/2026	0.00	260.80
35461	498	Shawnee Mission School District	06/12/2026	0.00	1,065.00
35462	439	Sysco of Kansas City	06/12/2026	0.00	3,226.73
35463	438	Thomas M Finholm Jr	06/12/2026	0.00	588.00
35464	111	WaterOne	06/12/2026	0.00	17,945.23
Total for 6/12/2026:				0.00	239,171.01

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	310	Kansas Department of Revenue - "online p	06/15/2026	0.00	74.46
Total for 6/15/2026:				0.00	74.46
35465	2265	All City Management Services Inc	06/18/2026	0.00	1,335.60
35466	4099	Arrowhead Franchising LLC	06/18/2026	0.00	10,913.67
35467	3464	C&G Rubber Stamp	06/18/2026	0.00	75.00
35468	101	C&R Johnson County Key Service	06/18/2026	0.00	71.98
35469	794	Clinical Associates PA	06/18/2026	0.00	550.00
35470	3568	Consolidated Fire District 2	06/18/2026	0.00	1,350.00
35471	1422	Control Service Company Inc	06/18/2026	0.00	250.00
35472	3674	Cumberford Co LLC	06/18/2026	0.00	51.50
35473	2024	Custom Lighting Services LLC	06/18/2026	0.00	7,062.00
35474	245	Easy Ice LLC	06/18/2026	0.00	245.25
35475	3879	EE Reimbursement	06/18/2026	0.00	64.71
35476	4004	EE Reimbursement	06/18/2026	0.00	44.00
35477	256	Electronic Technology Inc	06/18/2026	0.00	88,898.12
35478	4100	ET Entertainment, LLC	06/18/2026	0.00	423.50
35479	2898	Evergy - KCPL	06/18/2026	0.00	82.14
35480	88	First Call	06/18/2026	0.00	212.35
35481	388	Fun Services of Kansas City	06/18/2026	0.00	9,665.00
35482	3806	Sean Gordon	06/18/2026	0.00	5,000.00
35483	1886	GPS Insight LLC	06/18/2026	0.00	239.70
35484	384	GT Distributors	06/18/2026	0.00	1,103.89
35485	2422	Mark Hamblin	06/18/2026	0.00	3,389.00
35486	3111	Teresa Hannon	06/18/2026	0.00	1,740.00
35487	2	Hiccup Productions, Inc.	06/18/2026	0.00	1,800.00
35488	3763	Hunter Law Group, P.A.	06/18/2026	0.00	19,560.50
35489	8	Information Network of Kansas	06/18/2026	0.00	17.20
35490	3732	K&M Office Products Inc	06/18/2026	0.00	2,886.77
35491	3570	Kansas CareNow Urgent care	06/18/2026	0.00	1,215.00
35492	1168	Kaw Valley Engineering Inc	06/18/2026	0.00	1,079.50
35493	258	Key Equipment & Supply Co	06/18/2026	0.00	2,156.32
35494	180	Kidd's Towing & Recovery	06/18/2026	0.00	223.00
35495	3506	Kimley-Horn and Associates Inc	06/18/2026	0.00	650.00
35496	1805	JD Kinney	06/18/2026	0.00	450.00
35497	4188	Kevin Jay Kinsella	06/18/2026	0.00	580.00
35498	97	Lawrence Pest Control Company Inc	06/18/2026	0.00	625.00
35499	375	League of Kansas Municipalities	06/18/2026	0.00	100.00
35500	92	Lexington Plumbing and Heating Company	06/18/2026	0.00	1,464.00
35501	3729	LexisNexis Risk Data Management LLC	06/18/2026	0.00	859.33
35502	1605	Daniel R Mapes	06/18/2026	0.00	412.50
35503	1892	MECKC	06/18/2026	0.00	225.00
35504	676	Mission Hills City Of	06/18/2026	0.00	168.35
35505	275	Missouri Door Co. Inc.	06/18/2026	0.00	469.87
35506	2039	MJV-A LLC	06/18/2026	0.00	33.00
35507	100	O'Dell Service Company Inc	06/18/2026	0.00	377.94
35508	808	Otis Elevator Co	06/18/2026	0.00	175.00
35509	369	Overland Park Garden Center Inc	06/18/2026	0.00	1,701.14
35510	277	PB Hoidale Co Inc	06/18/2026	0.00	4,611.93
35511	3780	PTG Missouri LLC	06/18/2026	0.00	2,296.36
35512	3441	Radiotronics Inc	06/18/2026	0.00	294.00
35513	1007	Rejis Commission	06/18/2026	0.00	1,467.97
35514	4187	Nancy Schallehn	06/18/2026	0.00	3,500.00
35515	2003	Timothy H Seeber	06/18/2026	0.00	900.00
35516	2667	SiteOne Landscape Supply Holding LLC	06/18/2026	0.00	2,187.23
35517	4008	Eric M Smith	06/18/2026	0.00	5,170.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
35518	3435	Spencer Fane LLP	06/18/2026	0.00	472.00
35519	3772	Stock Enterprises LLC	06/18/2026	0.00	185.28
35520	374	Suburban Lawn & Garden Inc	06/18/2026	0.00	1,933.26
35521	279	Sunflower Equipment LLC	06/18/2026	0.00	1,160.03
35522	2423	Sunset Law Enforcement LLC	06/18/2026	0.00	2,440.80
35523	2246	Superior Bowen Asphalt Company LLC	06/18/2026	0.00	490,035.55
35524	3436	Sydney G Williams	06/18/2026	VOID	300.00
35525	439	Sysco of Kansas City	06/18/2026	0.00	3,986.62
35526	4186	Blake Thomas	06/18/2026	0.00	614.25
35527	3103	TWAS Topco LP	06/18/2026	0.00	396.00
35528	3625	Vietnam Veterans of America Chapter 243	06/18/2026	0.00	500.00
35529	737	West Publishing Corp	06/18/2026	0.00	800.53
35530	2418	Sterling B Williams III	06/18/2026	0.00	900.00
35531	4184	Christopher Winter	06/18/2026	0.00	2,452.75
35532	269	WW Grainger Inc	06/18/2026	0.00	218.12
Total for 6/18/2026:				300.00	696,519.51
ACH	4197	HUB - ACH Payment	06/26/2026	0.00	490,549.07
35533	3902	All Copy Products VertiComm	06/26/2026	0.00	265.95
35534	156	Blue Cross Blue Shield of Kansas City	06/26/2026	0.00	166,470.70
35535	3837	Robert Boyle	06/26/2026	0.00	861.12
35536	282	CMRS-FP	06/26/2026	0.00	5,000.00
35537	3511	Nora Cooper	06/26/2026	0.00	2,778.00
35538	2007	Michelle DeCicco	06/26/2026	0.00	2,312.00
35539	3574	EasyVista Inc	06/26/2026	0.00	11,970.00
35540	3956	Mary R. Ferraro	06/26/2026	0.00	754.06
35541	3781	Frank P. Gilman, PA	06/26/2026	0.00	1,434.00
35542	3615	Hy Vee Inc	06/26/2026	0.00	350.00
35543	2723	Insight Public Sector Inc	06/26/2026	0.00	736.00
35544	84	Johnson County Wastewater	06/26/2026	0.00	3,253.39
35545	147	Kansas State Treasurer	06/26/2026	0.00	6,975.50
35546	4101	Connie Link	06/26/2026	0.00	25.00
35547	3804	Charles A MacKinnon	06/26/2026	0.00	700.53
35548	3401	Suzanne McCullough	06/26/2026	0.00	300.00
35549	2958	Midwest Shredding Service LLC	06/26/2026	0.00	367.50
35550	3227	Modern Litho Inc	06/26/2026	0.00	191.51
35551	4152	Original Waterman, Inc.	06/26/2026	0.00	114.00
35552	3947	Renaissance Life and Health Insurance Co	06/26/2026	0.00	15,162.21
35553	4068	Lilian Valdez Shipps	06/26/2026	0.00	123.99
35554	4062	Single Source Printing LLC	06/26/2026	0.00	4,870.00
35555	4191	SRC Law Group, LLC	06/26/2026	0.00	467.50
35556	3254	Staples Inc	06/26/2026	0.00	105.89
35557	172	Sumner One	06/26/2026	0.00	1,547.75
35558	439	Sysco of Kansas City	06/26/2026	0.00	2,991.56
35559	438	Thomas M Finholm Jr	06/26/2026	0.00	588.00
35560	2240	Karen L Torline	06/26/2026	0.00	1,653.00
35561	3378	Trudy Williams	06/26/2026	0.00	315.94
Total for 6/26/2026:				0.00	723,234.17
ACH	945	UMB Bank ACH	06/29/2026	0.00	41,155.42
Total for 6/29/2026:				0.00	41,155.42

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (191 checks):				300.00	2,114,144.63



Consent Agenda: Consider school crossing guard contract renewal with All City Management Services (ACMS) Inc.

Recommendation

Staff recommends approving the contract.

Background

The Police Department has utilized a private company to provide school crossing guard services since 2014. The City has contracted with ACMS since the 2017-2018 school year. The proposed contract includes coverage for the 2026-2027 school year. ACMS implemented an hourly cost increase over the previous contract. The hourly rate for the 2025-2026 school year was \$33.39 per hour. The proposed agreement includes an increase to \$34.66 per hour for the 2026-2027 school year. ACMS advised that the hourly increase is a direct reflection of premium increases issued by insurance carriers. The city anticipated an increase and budgeted for the increase in the proposed 2027 budget. The total contract cost for the 2026-2027 school year is \$112,298.40.

The contract states that the City will pay the per-hour rate for each crossing guard shift, not to exceed 2 hours per guard per day. This is within the budgeted amount.

Fiscal Note

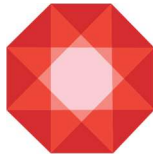
Funding source: 01-03-23-6009-000

Attachments

1. Prairie Village Police Department Renewal Letter 2026-2027

Prepared By

Joel Porter, Police Captain
July 20, 2026



ALL CITY MANAGEMENT SERVICES

July 15, 2026

Joel Porter - Captain
Prairie Village Police Department
7710 Mission Rd. Prairie Village, KS 66208

Dear Captain Porter,

As many agencies begin preparing budgets, we would like to confirm our interest in extending our agreement for School Crossing Guard Services through the 2026–2027 school year. Enclosed is a Client Worksheet detailing the updated hourly billing rate and a projection of your annual program cost based on current post locations and service hours.

Each year, we conduct a comprehensive review of the factors that influence the cost of providing a safe and fully compliant School Crossing Guard Program. For the upcoming term, the most significant driver of increased expenses is substantial nationwide increases in insurance premiums. These increases are directly tied to the well-documented risks associated with crossing-guard duties.

Recent research found that the job of a crossing guard has become increasingly dangerous and ranks among the top 5 deadliest occupations in the United States. According to a major Associated Press review of nearly 200 police departments, at least 230 school crossing guards across 37 states were struck by vehicles over the past decade, and nearly three dozen were killed.

These realities—documented fatality rates, rising injury claims, and a high-risk job profile—are directly reflected in the premium increases issued by insurance carriers. As a result, ACMS is experiencing materially higher costs to maintain the essential General Liability and Workers' Compensation coverage required to operate a safe, compliant, and responsibly insured program.

We remain fully committed to providing a safe, reliable, and professional School Crossing Guard Program for your community. We value our partnership and hope you will find the updated rate both reasonable and necessary to sustain the high safety and coverage standards your program deserves. If you have any questions or need further information, please contact me at (800) 540-9290.

Thank you for your continued partnership,

Brian Brooks
Chief Operating Officer

"Keeping Kids Safe"



All City Management Services Inc.

Client Worksheet 2026 - 2027

Department: 2500901

Prairie Village Police Dept, KS

Billing Rate for 2026/2027: \$34.66

Sites with Traditional Calendar

Calendar Groups	Hours/Year	Hourly Billing Rate			Group Total
9 Sites @ 2.00 hrs/day, 5 days/wk	3240	X	\$34.66	=	\$112,298.40
	(9 sites x 2.00 hrs/day x 180 days/yr)				



Consent Agenda: Adopt Ordinance 2518 amending certain sections of the 2018 building code

Recommendation

Adopt Ordinance 2518 Amending Certain Sections of the 2018 Building Code

Background

The City Council discussed amendments to the 2018 building code at their July 20, 2026 meeting and voted unanimously to proceed with staff's recommended edits to the code.

As previously discussed, the International Codes Council (ICC) publishes updated editions of model building codes and standards every three years for consideration and adoption by local jurisdictions. Prairie Village typically considers updates to our building codes on a six-year adoption cycle. This is done in conjunction and collaboration with the building officials from all Johnson County municipalities. Prairie Village currently operates under the 2018 building codes, and has been reviewing the 2024 building codes. Staff had been on track to recommend portions of the 2024 building codes prior to the adoption of Senate Bill 418 in May 2026.

Senate Bill 418, the "By-Right Housing Bill", intends to increase housing production across Kansas. A portion of the bill requires that nothing newer than 2018 building codes can be required for single family homes under 2,500 square feet. The measurement of 2,500 square feet is defined as "livable" and doesn't include basements, closets, porches, decks and garages. According to staff analysis, 30%+ of new builds would qualify to remain on 2018 building codes. The size of our City staff could not accommodate two separate building codes, and staff believe from an equity standpoint for residents and builders it makes more sense to operate under one code. Based on this, staff is recommending remaining on 2018 building codes, but modifying the adopted 2018 energy code to make some progress in energy efficiency.

The City of Prairie Village currently operates in the 2018 Energy Codes. In 2021 when these codes were adopted, the energy code was amended to reflect a more stair-step approach to energy efficiency. At this point in time, staff recommends "un-amending" the 2018 energy code.

The only recommended changes to the adopted code are two changes to Chapter 4, Article 2 of the Municipal Code: Insulation requirements table N1102.1.2 and the Energy Rating Index (ERI) and Home Energy Rating Score (HERS). These amendments are a reflection of increasing the previous version for energy efficiency specifically for Wood walls above grade from R-15 to R-20 (or R13 Fiberglass+ R5 Continuous) and Energy Audit Methods ERI or HERS from 68 points to better efficiency to score of 62 or less.

Staff will continue to monitor the impacts of SB 418 and the impact of the 2018 building codes. If at any time the law changes and/or staff is recommending a different path, we

could recommend a change in approach. Based on our research, some other municipalities are taking similar approaches. Other impacts of SB 418 will be discussed at a future Council meeting.

The recommended implementation date for the 2018 energy code amendments is January 1, 2027 in order to give staff and builders adequate time to communicate changes and update processes and information.

Fiscal Note

N/A

Attachments

1. Redline Municipal Code Section
2. Ordinance 2518
3. Senate Bill 418

Prepared By

Nickie Lee, Deputy City Administrator
July 21, 2026

ARTICLE 2. INTERNATIONAL RESIDENTIAL CODE (IRC)¹

4-214. AMENDMENTS TO TABLE N1102.1.2 IN SECTION R401.1.2 - INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT.

Table N1102.1.2 in Section R401.1.2 of the 2018 IRC is hereby amended to read as follows:

TABLE N1102.1.2 (R402.1.2)
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

Climate zone	Fenestration U-factor (b)	Skylight (b) U-factor	Glazed Fenestration SHGC (b)(e)	Ceiling R-value	Wood Frame wall R-value	Mass wall R-value (i)	Floor R-value	Basement wall R-value (c)	Slab (d) R-value & Depth	Crawl space(c) Wall R-value
4 not marine	0.32	0.55	0.40	49	15-20 or <u>13+</u> <u>5(h)</u>	8/13	19	10/13	10/2ft	10/13

For SI: 1 foot = 304.8 mm.

NR = Not Required.

- a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity, that is less than the label or design thickness of the insulation, the installed R-value shall not be less than the R-value specified in the table.
- b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.
- d. R-5 insulation shall be provided under the full slab area of a heated slab.
- e. There shall be no SHGC requirements in the Marine zone.
- f. Basement wall insulation shall not be required in warm-humid locations as defined by figure N1101.7 and Table N1101.7
- g. Alternatively, insulation sufficient to fill the framing cavity providing not less than R-value of R-19.

¹Ord. No. 2435, § I, adopted March 1, 2021, effective 6-1-2021, repealed the former Art. 2, §§ 4-201—4-226, and enacted a new Art. 2 as set out herein. The former Art. 2 pertained to similar subject matter and derived from Ord. 1896, Sec. 7, 2996; Code 2003; Ord. 2057, Sec. 1—Sec. 7, 2003; Ord. 2140, Sec. 1, 2007; Ord. 2279, Sec. 1, 2013).

h. The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, "13+5" means R-13 cavity insulation plus R-5 continuous insulation.

i. Mass walls shall be in accordance with section N1102.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

(Ord. No. 2435, § I, 3-1-2021, eff. 6-1-2021)

4-216. AMENDMENT TO SECTION N1106.4 - ERI-BASED COMPLIANCE.

A new Section N1106.4 is hereby added to the 2018 IRC, as adopted by the City, to read as follows:

N1106.4 ERI-based compliance. Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal to the appropriate value of **68** ~~62~~ when compared to the ERI reference design. Where on-site renewable energy is included for compliance using the ERI analysis of Section N1106.4, the building shall meet mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

(Ord. No. 2435, § I, 3-1-2021, eff. 6-1-2021)

4-217. AMENDMENTS TO SECTION E3902.5 - UNFINISHED BASEMENT RECEPTACLES.

Section E3902.5 of the 2018 IRC is hereby amended to read as follows:

E3902.5 Unfinished basement receptacles. 125-volt, single-phase, and 15- and 20-ampere receptacles installed in unfinished basements shall have ground-fault circuit-interrupter protection for personnel. For purpose of this section, unfinished basements are defined as portions or areas of the basement not intended as habitable rooms.

Exceptions: A receptacle supplying only a permanently installed fire alarm, burglar alarm system, or where a dedicated single-use style receptacle is installed for the sole purpose to supply power to a sump pump and the face of the receptacle is labeled not GFCI protected. Receptacles installed in accordance with this exception shall not be considered as meeting the requirement of Section E3901.9.

(Ord. No. 2435, § I, 3-1-2021, eff. 6-1-2021)

ORDINANCE NO. 2518

AN ORDINANCE AMENDING CHAPTER IV OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "BUILDINGS AND CONSTRUCTION" BY AMENDING ARTICLE 2 "INTERNATIONAL RESIDENTIAL CODE" SECTIONS 4-214 (A TABLE OF INSULATION REQUIREMENTS) AND 4-216 "AMENDMENT TO SECTION N1106.4 – ERI-BASED COMPLIANCE" AND REPEALING THE PREVIOUS SECTIONS SO AMENDED.

WHEREAS, the City of Prairie Village currently has adopted the 2018 ICC Building Codes, including standards for insulation and energy ratings and scores; and

WHEREAS, the City Council has considered and evaluated potential amendments to the 2018 ICC Building Codes, and desires to clarify and identify rights, obligations, and standards concerning insulation and energy ratings and scores.

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

Section 1. Section 4-214 of Chapter IV, Article 2, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

4-214. - AMENDMENTS TO TABLE N1102.1.2 IN SECTION R401.1.2 – INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT.

Table N1102.1.2 in Section R401.1.2 of the 2018 IRC is hereby amended to read as follows:

TABLE N1102.1.2 (R402.1.2)
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT ^a

Climate zone	Fenestration U-factor (b)	Skylight U-factor (b)	Glazed Fenestration SHGC (b) (e)	Ceiling R-value	Wood Frame wall R-value	Mass wall R-value (i)	Floor R-value	Basement wall R-value (c)	Slab R-value & Depth (d)	Crawl Space Wall R-value (c)
4 not marine	0.32	0.55	0.40	49	20 or 13+ 5 (h)	8/13	19	10/13	10/2ft	10/13

For SI: 1 foot = 304.8 mm.

NR = Not Required.

a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity, that is less than the label or design thickness of the insulation, the installed R-value shall not be less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. "10/13" means R-10 continuous insulation on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement walls.

d. R-5 insulation shall be provided under the full slab area of a heated slab.

e. There shall be no SHGC requirements in the Marine zone.

f. Basement wall insulation shall not be required in warm-humid locations as defined by figure N1101.7 and Table N1101.7

g. Alternatively, insulation sufficient to fill the framing cavity providing not less than R-value of R-19.

h. The first value is cavity insulation, the second value is continuous insulation. Therefore, as an example, "13+5" means R-13 cavity insulation plus R-5 continuous insulation.

i. Mass walls shall be in accordance with section N1102.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

Section 2. Section 4-216 of Chapter IV, Article 2, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

4-216. - AMENDMENT TO SECTION N1106.4 – ERI and HERS BASED COMPLIANCE

A new Section N1106.4 is hereby added to the 2018 IRC, as adopted by the City, to read as follows:

N1106.4 ERI-based compliance. Compliance based on an ERI or HERS analysis requires that the rated design be shown to have a score less than or equal to the appropriate value of 62 when compared to the ERI or HERS reference design. Where on-site renewable energy is included for compliance using the ERI or HERS analysis of Section N1106.4, the building shall meet mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

Section 3. Sections 4-214 and 4-216 of Chapter IV, Article 2, of the Code of the City of Prairie Village, Kansas, in existence as of and prior to the adoption of this Ordinance, and all other ordinances and parts thereof that are inconsistent with any provision of this Ordinance, are hereby repealed.

Section 4. This ordinance shall take effect January 1, 2027.

PASSED by the City Council of the City of Prairie Village, Kansas on _____, 2026.

APPROVED:

Eric Mikkelsen, Mayor

ATTEST:

Adam Geffert, City Clerk

APPROVED AS TO LEGAL FORM:

Alex J. Aggen, City Attorney

SENATE BILL No. 418

AN ACT concerning housing; relating to new housing development; enacting the by-right housing development act providing a streamlined permit approval process for by-right housing developments; allowing for third-party review of new residential construction development documents and inspection of improvements; requiring political subdivisions to allow certain building provisions for certain single-family residences of a certain size; excluding owner initiated rezoning to a single-family residential district from protest petition provisions; providing for all land within the corporate limits of a city that is zoned for any type of residential use to be considered zoned for single-family residential use; amending K.S.A. 12-757 and 12-758 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. (a) (1) This section shall be known and may be cited as the by-right housing development act.

(2) The purpose of this section is to promote the development of housing by streamlining the approval process for by-right housing development, including single-family homes, townhouses and accessory dwelling units (ADUs). By facilitating the construction of additional housing units, this section aims to address statewide housing shortages and promote affordability.

(b) For the purposes of this section:

(1) "Accessory dwelling unit" or "ADU" means a secondary housing unit that is subordinate to the primary dwelling unit on the same lot and may include a separate kitchen, bathroom and entrance.

(2) "By-right housing development" refers to the approval of proposed housing projects as a matter of right without the need for discretionary review or approval if such projects comply with established land use regulations and:

(A) Do not require federal or state discharge permits or stormwater drainage studies;

(B) have a maximum of 12 attached units as part of any townhouse project;

(C) comply with the condition that the construction of public infrastructure extensions or improvements:

(i) Is not required for the development;

(ii) has been completed; or

(iii) is a condition of the regulatory authority's approval of the application for a by-right housing development that has been agreed to by the applicant;

(D) would not increase impervious surface in a manner that adversely affects drainage into a special flood hazard area as defined by any adopted floodplain management ordinance, as designated by the Kansas department of agriculture's division of water resources or other office designated by the governor or by law; and

(E) are not located within a district listed on the national register of historic places or otherwise subject to historic preservation review under applicable state, federal or local law.

(3) "Single-family home" means a detached or semi-detached dwelling arranged, intended or designed to be occupied by a single family. A semi-detached dwelling is also known as a duplex.

(4) "Townhouse" means a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof with a yard or public way on not less than two sides.

(c) By-right housing development. (1) All proposed housing developments, including single-family homes, townhouses and accessory dwelling units (ADUs), that meet the definition of a by-right housing development pursuant to subsection (b)(2) and the criteria outlined in the zoning code and land use regulations shall be approved by-right, without the need for discretionary review or approval by planning commissions, zoning boards or other regulatory bodies.

(2) A complete application for a by-right housing development that demonstrates that such development meets the criteria outlined in the zoning code and land use regulations shall be deemed approved unless the application is denied within 30 days of receipt by the permitting or regulatory authority, or within 60 days for an application that requires approval of a subdivision plat pursuant to K.S.A. 12-752, and amendments thereto, or within 90 days for an application that requires approval of a subdivision plat of more than 40 single-family homes pursuant to K.S.A. 12-752, and amendments thereto. Notwithstanding the foregoing, a subdivision plat shall not be deemed approved unless such plat complies with all applicable subdivision statutes and regulations adopted pursuant to K.S.A. 12-752, and amendments thereto.

(d) *Monitoring and compliance.* (1) Regulatory authorities shall monitor compliance with approved by-right housing developments to ensure adherence to applicable regulations and standards.

(2) Noncompliance with by-right approvals may result in enforcement actions, such as fines, penalties or project modifications to bring the development into compliance.

(e) *Restrictive covenants or condominium association or homeowners association regulations.* Nothing in this section shall be construed to invalidate or limit the legality, enforceability or effect of restrictive covenants or condominium association or homeowners association regulations. Courts shall recognize and enforce such covenants and regulations in accordance with applicable laws.

(f) *Appeal of denied permit application.* (1) An appeal of a denied by-right housing development permit application pursuant to this section shall adhere to the provisions of K.S.A. 12-760, and amendments thereto, except that if the regulatory authority has established an administrative appeal process to consider such appeals, such administrative appeal process may be completed first. Notwithstanding any provisions of law to the contrary, the court reviewing a denied permit application for a by-right housing development shall review the decision of the permitting authority de novo. The inquiry in such a case shall extend to the questions of whether the permitting authority proceeded without, or in excess of, jurisdiction, whether there was a fair process and whether there was any abuse of discretion.

(2) For the purpose of this section, abuse of discretion is established if the court determines that the permitting authority's findings are not supported by clear and convincing evidence in light of the record as a whole.

(3) If the court overturns the denial, the court may remand the matter to the permitting authority or direct the permitting authority to grant the permit.

(4) The court retains the authority to exercise equitable authority where appropriate and may, upon a finding that the permitting authority acted in bad faith, award reasonable attorney fees and costs to a prevailing applicant. In no circumstances shall attorney fees or costs be awarded to the government or a third party challenging a permit.

New Sec. 2. (a) For the purposes of this section:

(1) "Development document" means a document, including an application for a plat, plan or development permit, related to the development of or improvement to land for new residential construction that is required by law, ordinance, rule or other measure to be approved by a regulatory authority in order for a person to initiate, engage in or complete the development or improvement.

(2) "Development inspection" means the inspection of an improvement to land for new residential construction required by a

regulatory authority as part of a project to develop the land for residential construction or construct or improve an improvement to the land for new residential construction.

(3) "Development permit" means a permit required by a regulatory authority to develop land for new residential construction or construct or improve an improvement to land for new residential construction.

(4) "Regulatory authority" means the governing body of a political subdivision or a department, board, commission or other entity of the political subdivision responsible for processing or approving a development document or conducting a development inspection that has elected to be subject to this section.

(b) *Third-party review of development documents or inspection of improvements in consenting political subdivisions.* The governing body of a political subdivision may elect to be subject to this section by the adoption of an appropriate ordinance or resolution by a majority vote of the governing body.

(1) If a regulatory authority does not approve, conditionally approve or deny a development document within 30 days of receipt, any required review of the document may be performed by a person:

- (A) Other than:
 - (i) The applicant; or
 - (ii) a person whose work is the subject of the application; and
- (B) who is:
 - (i) Employed by the regulatory authority to review development documents;
 - (ii) employed by another political subdivision to review development documents, if the regulatory authority has approved the person to review development documents; or
 - (iii) a licensed professional engineer as defined in K.S.A. 74-7003, and amendments thereto.

(2) If a regulatory authority does not conduct a required development inspection within 30 days after receipt of a request for an inspection, the inspection may be conducted by a person:

- (A) Other than:
 - (i) The owner of the land or improvement to the land that is the subject of the inspection; or
 - (ii) a person whose work is the subject of the inspection; and
- (B) who is:
 - (i) Certified to inspect buildings by the international code council;
 - (ii) employed by the regulatory authority as a building inspector;
 - (iii) employed by another political subdivision as a building inspector, if the regulatory authority has approved the person to perform inspections; or
 - (iv) a licensed professional engineer as defined in K.S.A. 74-7003, and amendments thereto.

(c) *Additional fee prohibited.* A regulatory authority may not impose an additional fee related to the review of a development document or the inspection of an improvement conducted under subsection (b).

(d) *Third-party requirements.* (1) A person who reviews a development document or conducts a development inspection under subsection (b) shall:

- (A) Review the document, conduct the inspection and take all other related actions in accordance with all applicable provisions of law; and
- (B) not later than 15 days after the date that the person completes the review or inspection, provide notice to the regulatory authority of the results of the review or inspection.

(2) A regulatory authority may prescribe a reasonable format for

the notice required under paragraph (1).

(e) *Waiver prohibited.* A regulatory authority may not request or require an applicant to waive a deadline or other procedure under this section.

(f) Appeal. (1) Notwithstanding any provision of law to the contrary, an aggrieved person may appeal to the governing body of a political subdivision or to an appeal board established by such governing body:

(A) A decision to conditionally approve or deny a development document made by the regulatory authority for the political subdivision or a person authorized by subsection (b)(1) to perform the review of the document; or

(B) a decision regarding a development inspection conducted by the regulatory authority or a person authorized by subsection (b)(2) to perform the inspection.

(2) An aggrieved person shall file the appeal under this subsection not later than 15 days after the date that the decision being appealed is made.

(3) Notwithstanding any provision of law to the contrary, if the governing body or designated appeal board hearing the appeal does not affirm or modify the decision being appealed by a majority vote within 60 days after the date that the appeal is filed, then:

(A) The development document that is the subject of the appeal shall be deemed approved; or

(B) the development inspection that is the subject of the appeal shall be considered to be waived by the governing body or designated appeal board.

New Sec. 3. (a) Notwithstanding any provision of law to the contrary, for new construction of single-family residences that are less than 2,500 square feet of total livable floor area, or gross floor area minus garages and basements, in size, and are constructed on each such residence's own separate lot or parcel with its own individual legal description, all political subdivisions shall allow the following:

(1) Use of any of the following, at the discretion of the political subdivision:

(A) The 2018 edition of the international residential code (IRC);

(B) the version of the 2018 edition of the IRC previously adopted by the political subdivision; or

(C) the version of the 2018 edition of the IRC adopted by another political subdivision;

(2) construction of single-car garages;

(3) only one side of architectural finish; and

(4) a minimum residential lot size of 3,000 square feet subject to any reasonable setback requirements that avoid unwarranted hardship yet protect the public welfare and safety.

(b) Any part of any building code, ordinance, resolution, regulation or rule of any political subdivision that violates this section shall be null and void as applied to such property.

(c) For purposes of this section, "political subdivision" means any county, city, unified government or any other political or taxing subdivision of the state of Kansas, or an administrative unit thereof, with authority to regulate the new construction of single-family residences.

Sec. 4. K.S.A. 12-757 is hereby amended to read as follows: 12-757. (a) The governing body, from time to time, may supplement, change or generally revise the boundaries or regulations contained in zoning regulations by amendment. A proposal for such amendment may be initiated by the governing body or the planning commission. If such proposed amendment is not a general revision of the existing

regulations and affects specific property, the amendment may be initiated by application of the owner of property affected. Any such amendment, if in accordance with the land use plan or the land use element of a comprehensive plan, shall be presumed to be reasonable. The governing body shall establish in ~~its~~ *such governing body's* zoning regulations the matters to be considered when approving or disapproving a rezoning request. The governing body may establish reasonable fees to be paid in advance by the owner of any property at the time of making application for a zoning amendment.

(b) All such proposed amendments first shall be submitted to the planning commission for recommendation. The planning commission shall hold a public hearing thereon, shall cause an accurate written summary to be made of the proceedings, and shall give notice in like manner as that required for recommendations on the original proposed zoning regulations provided in K.S.A. 12-756, and amendments thereto. Such notice shall fix the time and place for such hearing and contain a statement regarding the proposed changes in regulations or restrictions or in the boundary or classification of any zone or district. If such proposed amendment is not a general revision of the existing regulations and affects specific property, the property shall be designated by legal description or a general description sufficient to identify the property under consideration. In addition to such publication notice, written notice of such proposed amendment shall be mailed at least 20 days before the hearing to all owners of record of real property within the area to be altered and to all owners of record of real property located within at least 200 feet of the area proposed to be altered for regulations of a city and to all owners of record of real property located within at least 1,000 feet of the area proposed to be altered for regulations of a county. If a city proposes a zoning amendment to property located adjacent to or outside the city's limits, the area of notification of the city's action shall be extended to at least 1,000 feet in the unincorporated area. Notice of a county's action shall extend 200 feet in those areas where the notification area extends within the corporate limits of a city. All notices shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been properly addressed and deposited in the mail, failure of a party to receive such notice shall not invalidate any subsequent action taken by the planning commission or the governing body. Such notice is sufficient to permit the planning commission to recommend amendments to zoning regulations ~~which~~ *that* affect only a portion of the land described in the notice or ~~which~~ *that* give all or any part of the land described a zoning classification of lesser change than that set forth in the notice. A recommendation of a zoning classification of lesser change than that set forth in the notice shall not be valid without republication and, where necessary, remailing, unless the planning commission has previously established a table or publication available to the public ~~which~~ *that* designates what zoning classifications are lesser changes authorized within the published zoning classifications. At any public hearing held to consider a proposed rezoning, an opportunity shall be granted to interested parties to be heard.

(c) (1) Whenever five or more property owners of record owning 10 or more contiguous or noncontiguous lots, tracts or parcels of the same zoning classification initiate a rezoning of ~~their~~ *such owners'* property from a less restrictive to a more restrictive zoning classification, such amendment shall require notice by publication and hearing in like manner as required in subsection (b) ~~of this section~~. Such zoning amendment shall not require written notice and shall not

be subject to the protest petition provision of subsection (f) ~~of this section~~.

(2) *Whenever a property owner that is not a city or county initiates a rezoning of such owner's property to a single-family residential district, such amendment shall require notice by publication and hearing in like manner as required in subsection (b). Such zoning amendment shall not require written notice and shall not be subject to the protest petition provisions of subsection (f).*

(3) Whenever a city or county initiates a rezoning from a less restrictive to a more restrictive zoning classification of 10 or more contiguous or noncontiguous lots, tracts or parcels of the same zoning classification having five or more owners of record, such amendment shall require notice by publication and hearing in like manner as that required by subsection (b) ~~of this section~~. In addition, written notice shall be required to be mailed to only owners of record of the properties to be rezoned and only such owners shall be eligible to initiate a protest petition under subsection (f) ~~of this section~~.

(d) Except as provided in subsection (g) and unless otherwise provided by this act, the procedure for the consideration and adoption of any such proposed amendment shall be in the same manner as that required for the consideration and adoption of the original zoning regulations. A majority of the members of the planning commission present and voting at the hearing shall be required to recommend approval or denial of the amendment to the governing body. If the planning commission fails to make a recommendation on a rezoning request, the planning commission shall be deemed to have made a recommendation of disapproval. When the planning commission submits a recommendation of approval or disapproval of such amendment and the reasons therefor, the governing body may: (1) Adopt such recommendation by ordinance in a city or by resolution in a county; (2) override the planning commission's recommendation by a $\frac{2}{3}$ majority vote of the membership of the governing body; or (3) return such recommendation to the planning commission with a statement specifying the basis for the governing body's failure to approve or disapprove. If the governing body returns the planning commission's recommendation, the planning commission, after considering the same, may resubmit ~~its~~ *the planning commission's* original recommendation giving the reasons therefor or submit new and amended recommendation. Upon the receipt of such recommendation, the governing body, by a simple majority thereof, may adopt or may revise or amend and adopt such recommendation by the respective ordinance or resolution, or ~~it~~ *the governing body* need take no further action thereon. If the planning commission fails to deliver ~~its~~ *the planning commission's* recommendation to the governing body following the planning commission's next regular meeting after receipt of the governing body's report, the governing body shall consider such course of inaction on the part of the planning commission as a resubmission of the original recommendation and proceed accordingly. The proposed rezoning shall become effective upon publication of the respective adopting ordinance or resolution.

(e) If such amendment affects the boundaries of any zone or district, the respective ordinance or resolution shall describe the boundaries as amended, or if provision is made for the fixing of the same upon an official map ~~which that~~ has been incorporated by reference, the amending ordinance or resolution shall define the change or the boundary as amended, ~~shall~~ order the official map to be changed to reflect such amendment, ~~shall~~ amend the section of the ordinance or resolution incorporating the same and ~~shall~~ reincorporate such map as amended.

(f) (1) Except as provided in subsection (g), whether or not the planning commission approves or disapproves a zoning amendment, if a protest petition against such amendment is filed in the office of the city clerk or the county clerk within 14 days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of record of 20% or more of any real property proposed to be rezoned or by the owners of record of 20% or more of the total real property within the area required to be notified by this act of the proposed rezoning of a specific property, excluding streets and public ways and property excluded pursuant to paragraph (2) ~~of this subsection~~, the ordinance or resolution adopting such amendment shall not be passed except by at least a $\frac{3}{4}$ vote of all of the members of the governing body.

(2) For the purpose of determining the sufficiency of a protest petition, if the proposed rezoning was requested by the owner of the specific property subject to the rezoning or the owner of the specific property subject to the rezoning does not oppose in writing such rezoning, such property also shall be excluded when calculating the "total real property within the area required to be notified" as that phrase is used in paragraph (1) ~~of this subsection~~.

(g) An ordinance or resolution adopting a zoning amendment for mining operations subject to K.S.A. 49-601 et seq., and amendments thereto, regardless of a protest petition or failure to recommend by the planning commission shall only require a majority vote of all members of the governing body.

(h) Zoning regulations may provide additional notice by providing for the posting of signs on land ~~which~~ *that* is the subject of a proposed rezoning; for the purpose of providing notice of such proposed rezoning.

Sec. 5. K.S.A. 12-758 is hereby amended to read as follows: 12-758. (a) Except as otherwise provided by this section and K.S.A. 12-770 and 12-771, and amendments thereto, regulations adopted under authority of this act shall not apply to the existing use of any building or land; but shall apply to any alteration of a building to provide for a change in use or a change in the use of any building or land after the effective date of any regulations adopted under this act. If a building is damaged by more than 50% of its fair market value, such building shall not be restored if the use of such building is not in conformance with the regulations adopted under this act.

(b) Except for flood plain regulations in areas designated as a flood plain, regulations adopted by a city pursuant to K.S.A. 12-715b, and amendments thereto, or a county pursuant to this act shall not apply to the use of land for agricultural purposes, nor for the erection or maintenance of buildings thereon for such purposes so long as such land and buildings are used for agricultural purposes and not otherwise.

(c) Notwithstanding any provision of law to the contrary, all land within the corporate limits of a city that is zoned for any type of residential use shall be considered zoned for single-family residential use in addition to any other zoning adopted by the city for such land. This provision shall not limit a city's ability to impose reasonable regulations related to setbacks, the provision of development and performance standards, utility and subdivision standards, future provisions for street and utility connections, grading plans and platting the property that are related to single-family residential developments of land not zoned for single-family residential use.

Sec. 6. K.S.A. 12-757 and 12-758 are hereby repealed.

Sec. 7. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the
SENATE, and passed that body

SENATE adopted

Conference Committee Report _____

President of the Senate.

Secretary of the Senate.

Passed the HOUSE

as amended _____

HOUSE adopted

Conference Committee Report _____

Speaker of the House.

Chief Clerk of the House.

APPROVED _____

Governor.



Consent Agenda: Consider agreement with Black and McDonald for streetlight maintenance services

Recommendation

Execute the agreement with Black and McDonald for the maintenance of the streetlight system.

Background

This agreement includes the yearly cost to maintain the streetlight system which consists of approximately 2,140 streetlights. This is the fourth time we have bid these services since we purchased the streetlight system from EVERGY in 2016. Per our purchase agreement with EVERGY we can only have EVERGY qualified contractors work on the streetlight system. The bid was sent to those three contractors and only one bid was received, and it is summarized below. The other two companies received the bid proposal, but they did not submit a bid. This agreement will be renewed for two one-year periods for a total of three years.

Bid from Black and McDonald-

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
\$ 43.85 per pole	\$ 45.60 per pole	\$ 47.42 per pole
\$ 93,839.00 Yearly Total	\$ 97,584.00 Yearly Total	\$ 101,478.80 Yearly Total

This current average cost per pole is \$39.60, which is \$84,744 per year. Year one of the new 2026-2029 contract reflects an increase of \$9,095. This increase is reflective of the ongoing increase in construction costs. Going forward, the cost increases by about 4% per year. In year two of this contract, the Phillips LED Heads will be out of manufacturer's warranty and after that the actual cost of replacement heads will be billed to the city as an added cost item. Black and McDonald currently maintains the streetlights in Prairie Village. Given the above information, we recommend awarding the contract to Black and McDonald.

This agreement also establishes Unit Prices for changes and modifications to the streetlight system that are not considered maintenance. Streetlight pole replacements and other work will be completed yearly as needed. These prices were reviewed and are reasonable.

Fiscal Note

Funds for the work under this agreement are budgeted in the City's operations budget for Streetlights.

Attachments

1. PV Streetlight Maintenance Bid 2026 BM Signed

Prepared By

Keith Bredehoeft, Public Works Director

July 13, 2026

AGREEMENT FOR STREET LIGHT MAINTENANCE SERVICES

This Agreement, made this _____, by and between Custom Lighting Services, LLC dba Black & McDonald _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City.

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

This document will be the only executed Agreement. Any additions or changes must be added as a written supplement to this Agreement at time of proposal. In addition to the provisions of Section 2.9 below, the City must approve each year the terms of this Agreement based on the budgetary allowance, per the Kansas budget laws and cash-basis laws, as amended.

1.0 Service Specifications

- 1.1 The Contractor will provide services as set forth in Exhibit A attached herein and incorporated herein by reference, (hereinafter the "Services").
- 1.2 The Contractor is required to have a valid City of Prairie Village Business License while under contract with the City. License and information can be obtained from the city's web site.
- 1.3 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the term of this Agreement.
- 1.4 The Contractor shall ensure that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed Agreement will be the authorization for the Contractor to provide the described Services as requested by the City.
- 2.2 Public Works Director, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the Public Works Director to schedule work. All routine work should be performed between 7am through 7pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to the Public Works Director.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.

2.7 Insurance.

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

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

2.9 **Term:** The initial term of this Agreement is for one (1) year (the "Initial Term") commencing for the period of August 3, 2026 through August 3, 2027 with the option to extend the term of this Agreement for two (2) additional one (1) year periods. At the end of this Initial Term, this Agreement will automatically renew for another two (2) one (1) year periods each unless City provides notice to Contractor in writing of the intent not to renew the Agreement within thirty (30) days prior to the expiration of the Initial Term or the first renewal term (as the case may be) or unless the Agreement is terminated as provided herein. City may terminate this Agreement by giving sixty (60) days prior written notice to Contractor for City's convenience, or City may terminate this Agreement immediately upon a default by Contractor.

- 2.10 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.
- 2.12 Applicable Laws and Permits.
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- B. Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the commencement of any Services. City may terminate this Agreement immediately upon failure of Contractor to comply with these requirements.
- 2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to

employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

- 2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.18 Supplemental Agreements: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by a written supplemental agreement. If notice of any change in Services affecting the general scope or provisions of the Agreement is a requirement of any insurance policy held by the Contractor as a requirement of this Agreement, the giving of such notice shall be the Contractor's responsibility.
- 2.19 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government.
 - A. If the Contractor is delayed in the performance of the work by reason of the COVID-19 pandemic, the work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
 - B. A minimum of five (5) calendar days prior to the commencement of work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
 - C. For any delay related to COVID-19 and identified after work has commenced, the Contractor shall within five (5) calendar days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in s. 2.24, above.
 - D. Any time or cost implications as a result of COVID-19, and in accordance with the above, shall cause both parties to consider a change order.

3.0 Non-Discrimination Laws

3.1 The Contractor agrees that:

- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
- D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

3.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

- 4.0 Total Fee: City agrees to pay Contractor for the actual work performed at the unit costs set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement. If any additional services beyond the Services outlined in the Scope of Services set forth in Exhibit A are deemed necessary, the compensation for said services shall be outlined in a supplemental agreement as required above.

1. **Unit Price Services.** The Unit Price Services (Line ^A ~~B~~ of Unit Price Proposal) unit price to maintain approximately 2140 LED lights as described in Exhibit A is as follows. A “unit” is described as one fixture.

Year 1- \$93,839.00, Year 2- \$ 97,584.00 Year 3- \$101,478.80

The annual Unit Price Service invoicing shall be billed in 12 equal monthly installments. Monthly invoices will be submitted to the City on the first of each month for the proceeding monthly maintenance services.

The total number of streetlights may vary or lights may be added to the inventory. The total amount paid for the Unit Price Service will be based on the actual number of streetlights on a per unit per year price.

2. **Added Cost Work Billing.** The Added Cost Work Services (Line ^B ~~C~~ of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line B Total) as shown below.

Year 1- \$ 170,300.62 Year 2- \$ 174,686.22 Year 3- \$ 181,460.93

This line item represents only an estimated annual quantity, based on need and available annual budget, and not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the proceeding completed monthly maintenance services. City agrees to pay Contractor for invoiced services within thirty (30) days of invoice.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first above written.

CONTRACTOR:

By:  Digitally signed by Jennifer L. Mathes
DN: cn=Jennifer L. Mathes, c=US,
o=Custom Lighting Services, LLC dba
Black & McDonald, ou=Streetlight
Maintenance & Asset Management,
email=jmathes@blackandmcdonald.com
Date: 2026.07.28 16:49:48 -05'00'
Printed Name: Jennifer L. Mathes
Title: Manager, Asset Management

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson
Mayor

ATTEST:

By: _____
Adam Geffert
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Alex Aggen
City Attorney

STREET LIGHT MAINTENANCE AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. GENERAL

The scope of work generally intended under this Agreement is to maintain and keep in good repair approximately 2140 designated street lights which were mostly purchased from KCP&L in 2016. The specific performed tasks shall include routine and non-routine maintenance and/or repair work as specified herein.

II. CONTRACTOR REQUIREMENTS

A. The Contractor shall be authorized to operate in the state of Kansas, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the appropriate state and local agencies.

B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated personnel.

C. The Contractor shall perform all work in a safe manner and be solely responsible for the safety and well-being of its employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, traffic control, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.

D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. Upon request, Contractor shall submit its company safety program to the City. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to the Contractor's work. The safety program documents may be reviewed and approved by the City prior to notice to proceed.

F. As required in the Streetlight purchase agreement with EVERGY contractors hired by the city to work on the system will be required to be EVERGY approved.

III. WORK DESCRIPTION

A. Unit Price Services

Line Item- Annual Street Light Maintenance

The Contractor shall maintain and keep in good repair each of the designated street lights for annual unit price service fee per light. The Annual Street Light Maintenance Fee unit price services shall include the following:

- a. Customer Service/Dispatch. Contractor shall provide a twenty-four (24) hour customer service/dispatch contact number, and email, for lighting inquiries, outage reports and make safe needs identified by City. City shall primarily receive initial calls and notify Contractor. Contractor is responsible for repairs and return notification via email to City so that City may respond to customer as required. The Contractor and the City will develop a procedural means to record the Contractor's work in the City's work order management system. Lucity is the City's current work management system.
- b. Outage Monitoring. Contractor shall regularly monitor all of the designated street lights for outages. In addition to reports made to the Contractor's call center, the Contractor shall conduct a night patrol of designated street lights once every 3 months and provide a written summary report.
- c. Records and Monthly Reporting. Contractor shall provide monthly report to verify repair activity, response times, and source of repair request. Contractor's records will be made available to the City and in a format allowing the records to be integrated into the City's existing work order management system. Where reasonably practical this may include having the Contractor directly enter their work order history into the City's computer data base.
- d. Streetlight System Data. The City will provide available street light system data to the Contractor who will maintain and manage an electronic database of the designated street lights covered under this Agreement.
- e. Material Management. The Contractor shall purchase and maintain, at its cost, a parts inventory of sufficient quantity to be able to perform these services. All parts and material costs which are part of the performance of Unit Price Services for Annual Street Light Maintenance is considered incidental. The Contractor warrants that products furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.
- f. Maintenance Incidentals. In addition to the incidental materials, all labor and equipment to repair/replace the light components, conductors, cables, fix leaning poles to remediate danger to the public, inspect all components and make incidental repairs are also considered incidental to the annual service fee.
- g. Third Party Damages (knockdowns and cable cuts). Contractor shall make safe all repairs to downed poles or cut cables at no additional cost to the City. Contractor shall be subrogated to the City's interest and rights of recovery in all street lights which Contractor repairs or replaces, as part of maintenance services provided as a result of any actions by a third party. The City agrees to provide necessary information and assistance to the Contractor for enforcement of its subrogation rights to the extent that such information is uniquely available to the Contractor only from the City, and to the extent such information is not otherwise privileged.

- h. Poles and Mast Arms. Contractor is responsible for maintaining, replacing and/or repairing all parts of the designated street lights including the structural components.
- i. Make-Safe Services. Contractor shall remove conditions of public peril within one (1) hour of notification of such condition. Conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting. Conditions not considered to present public peril shall be removed within four (4) hours. Upon securing and making the area safe to the general public, the Contractor will immediately notify the City's Public Works Department:

913-385-4647 (If not during business hours, leave a message indicating location, type of incident, and time it was made safe.)

- j. Spot Relamping. Contractor shall commence repairs of early lamp burnouts or day burners within two (2) business days of notification or patrol discovery; repairs will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells. For LED head replacement, cost will be paid for as an Added Cost Item and billed separately from Unity Price Services.
- k. Repair Response. Contractor to respond to light out calls within two (2) business days. In most cases, repairs will be made immediately. However, some maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall complete as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage.
- l. Decorative Poles. The maintenance services will include any decorative poles and fixtures under the same provisions. The City will work with the Contractor on selection of replacement decorative poles.
- m. Permits and Responsibilities. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

B. Added Cost Work

Repair services shall be made by the Contractor at the request of the City to address unexpected repairs to the street lighting system that are outside of the scope as defined for Unit Price Services. Repair work shall be paid by the unit for items as identified in the Unit Price Proposal and further defined in this Scope of Work.

The estimated services in the Unit Cost Proposal are only an annual estimate and do not guaranty the availability or extent of the City services needed during the term of the Agreement.

Line Items-

1. **Remove and Replace Mast Arm.** Contractor shall remove an existing LED and mast arm at the request of the City and replace it with a new LED and mast arm.
2. **Remove and Replace Steel Pole.** Contractor shall provide all labor, materials, and equipment to remove existing pole and install a new pole on the existing base. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, and a new replacement luminaire. Includes pole makeup as well.
3. **Remove and Replace Steel Pole and Base.** Contractor shall provide all labor, materials, and equipment to remove existing pole and base for complete replacement. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, new replacement luminaire, and new base. Includes pole makeup as well.
4. **Underground Cable Repair with Splice.** For direct buried cable the Contractor shall expose the damaged cable and repair with underground gel splice kit. Underground repair with splice shall include the repair of up to 2 cables and may require 2 gel kits per splice with a short section of new wire or may require new wire to the adjacent fixture. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
5. **Conduit Repair.** Contractor shall repair conduit by exposing damaged area, removing electrical cable, repairing conduit with up to 10 feet of new conduit and replacing electrical wiring. If wiring has been damaged Contractor shall replace the wiring with new from pole to pole or from pole to junction box as directed by the City. New wiring shall be paid for by the lineal foot as bid for Installed Wire in Conduit. Repairs required to splices or pole makeup shall be paid for the appropriate item as required for this repair. All ground restoration and repairs shall be subsidiary to the conduit installation.
6. **Paint Pole.** Contractor shall paint pole with Sherwin Williams Silver-Brite Heavy Duty Rust Resistant Aluminum Paint or approved equal. Metal surfaces shall be properly cleaned in accordance with the manufacturer's recommendations and the appropriate primer shall be applied as needed. When completed, the Contractor shall repaint with black 2-inch stencil the appropriate pole number.
7. **Straighten Leaning Pole.** Contractor shall provide all labor, equipment and materials necessary to straighten and level a leaning pole that is not in danger or causing public harm.
8. **Directional Bore or Trench.** Conduit shall provide conduit in the length requested by the City to be bored or trenched between fixtures or between junction box and fixture. Minimum length of conduit payment shall be 50 feet per location. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.

9. **Install New Street Light Pole.** Contractor shall install a completely new street light pole and foundation. Unit price includes all labor, equipment, and materials associated with the new installation of a standard City 30-foot streetlight pole, mast arm, LED luminaire, and all cables/conductors/ground wiring. Includes pole makeup as well.
10. **Pole Makeup.** Contractor shall provide all fuse connectors and cable connectors to makeup a complete new connection to a pole. One pole makeup will require 3 fuse kits and 3 cable connectors.
11. **Set Junction Box.** Contractor shall install Type I or Type II junction box as directed by the City. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
12. **Set Street Light Controller.** Contractor shall install a concrete pad mounted, photocell controlled, street light control center. Control center will be standard to the Johnson County region (Millbank, Myers, Pacific Utility Products or approved equal) with pad and controller constructed per manufacturer recommendation. Price includes all equipment, labor, materials to construct controller and properly restore disturbed area.
13. **Set Street Light Meter.** Contractor shall provide installed street light meter enclosure and coordinate and pay all non-City fees and permits associated with the installation of the meter by the appropriate power company.
14. **Install 3c #4 in Conduit.** Price per linear foot of 3 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by the City.
15. **LED Head Replacement 1, Head under manufacturer warranty-** Includes price to supply and install a new LED Head.
16. **LED Head Replacement 2, Head not under manufacturer warranty-** Includes price to install the new head. Will invoice the actual price to supply the new LED Head.

IV. WORK STANDARDS

- A. All of the designated street lights will be field checked by the Contractor for proper operation each month. Street lights found not functioning during the field check will be repaired upon discovery if possible.
- B. All installed material items used will be new, unless otherwise agreed to by the City and be of a type and brand approved by the City.
- C. Most repairs are to be completed within two (2) business days of notification or patrol discovery. Extensive repairs as required, or the replacement of fallen or damaged street lights shall be completed as reasonably as possible; however, not longer than fourteen (14) days of being aware of the incident.

Work approved by the City as Added Cost Work shall also be completed within fourteen (14) days of authorization to proceed.

Service	Unit	Estimated Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
Unit Price Services (All work associated with keeping the system operational, record keeping, 24-hour services)					
1. Annual Street Light Maintenance per street light	2140		\$43.85	\$45.60	\$47.42
Line A: Total Unit Price Services			\$93,839.00	\$97,584.00	\$101,478.80
Added Cost Work (Potential work authorized by the City outside of the scope of Unit Price Services)					
1. Remove and Replace Mast Arm	Each	5	\$1,364.87	\$1,404.16	\$1,486.12
2.Remove and Rep Steel Pole	Each	5	\$3,703.55	\$3,828.66	\$4,027.56
3.Remove and Replace Steel Pole and Base	Each	5	\$4,470.48	\$4,620.35	\$4,855.98
4.Underground Cable Repair with Splice	Each	10	\$905.48	\$924.05	\$956.60
5.Conduit Repair	Each	10	\$738.30	\$753.73	\$780.50
6.Paint Pole	Each	5	\$742.75	\$754.84	\$785.29
7.Straighten Leaning Pole	Each	5	\$707.81	\$720.20	\$749.07
8.Directiona Bore or Trench	L.F.	2000	\$18.22	\$18.58	\$18.87
9.Install New Street Light Pole	Each	5	\$4,320.76	\$4,465.38	\$4691.27
10.Pole Makeup	Each	10	\$239.47	\$245.30	\$255.85
11.Set Junction Box	Each	1	\$646.79	\$651.79	\$665.15
12.Set Street Light Controller	Each	2	\$6,874.49	\$7,080.57	\$7,374.31
13.Set Street Light Meter	Each	2	\$3,000.77	\$3,003.12	\$3,038.73
14.Install 3c #4 in Conduit	L.F.	2000	\$4.31	\$4.43	\$4.70
15. LED Head Replacement 1	Each	40	\$118.28	\$120.50	\$124.03
16- LED Head Replacement 2	Each	40	\$118.28	\$120.50	\$124.03
Line B: Total Added Cost Work Services			\$170,300.62	\$174,686.22	\$181,460.93

THREE YEAR UNIT PRICE PROPOSAL

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Line A: Total Unit Price Services	\$ <u>93,839.00</u>	\$ <u>97,584.00</u>	\$ <u>101,478.80</u>
Line B: Total Added Cost Work	\$ <u>170,300.62</u>	\$ <u>174,686.22</u>	\$ <u>181,460.93</u>
Line A+B: Total Price Proposal	\$ <u>264,139.62</u>	\$ <u>272,270.22</u>	\$ <u>282,939.73</u>



Consent Agenda: Consider appointment to the arts council

Recommendation

Mayor Mikkelson requests council ratification of the appointment of Patricia Burroughs-Bishop to the arts council.

Background

Ms. Burroughs-Bishop works in digital communications, website design & coding, and AI search & indexing systems.

Fiscal Note

Attachments

1. Patricia Burroughs-Bishop Application

Prepared By

Adam Geffert, City Clerk
July 28, 2026

Full Name

Ms. Patricia Burroughs-Bishop

Select your City Ward

Ward 4

Please select your FIRST committee choice

Arts Council

Please select your SECOND committee choice

Tree Board

Please select your THIRD committee choice

Planning Commission

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

I have two areas of knowledge that might be helpful. One is extensive experience in landscape design and sustainable natural spaces, including an understanding of how to use landscaping methods to support wildlife and quality of life for humans, and to prevent or solve drainage and erosion problems. The second potentially helpful skill set is in technology. I work in digital communications, website design & coding, and AI search & indexing systems.



Consent Agenda: Consider an Ordinance approving the Prairie Village Jazz Festival as a Special Event and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Boundaries of Barricaded Public Areas of the Event.

Recommendation

Staff recommends that the City Council approve Ordinance 2521 approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event.

Background

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

The JazzFest Committee requests that the City approve the Prairie Village Jazz Festival on Saturday, September 12, 2026 as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas at the event.

Fiscal Note

None

Attachments

1. Ordinance 2521 and Event Map

Prepared By

Meghan Buum, Assistant City Administrator
July 29, 2026

ORDINANCE NO. 2521

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

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

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

Section 2. In accordance with such authority, the City approves the Prairie Village Jazz Festival as a special event to be held at Harmon Park on September 12, 2026.

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

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

Section 5. Event attendees may buy, possess, and consume alcoholic liquor and cereal malt beverages within barricaded area on September 12, 2026.

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

PASSED AND ADOPTED BY THE GOVERNING BODY THIS 3RD DAY OF AUGUST, 2026

CITY OF PRAIRIE VILLAGE, KANSAS

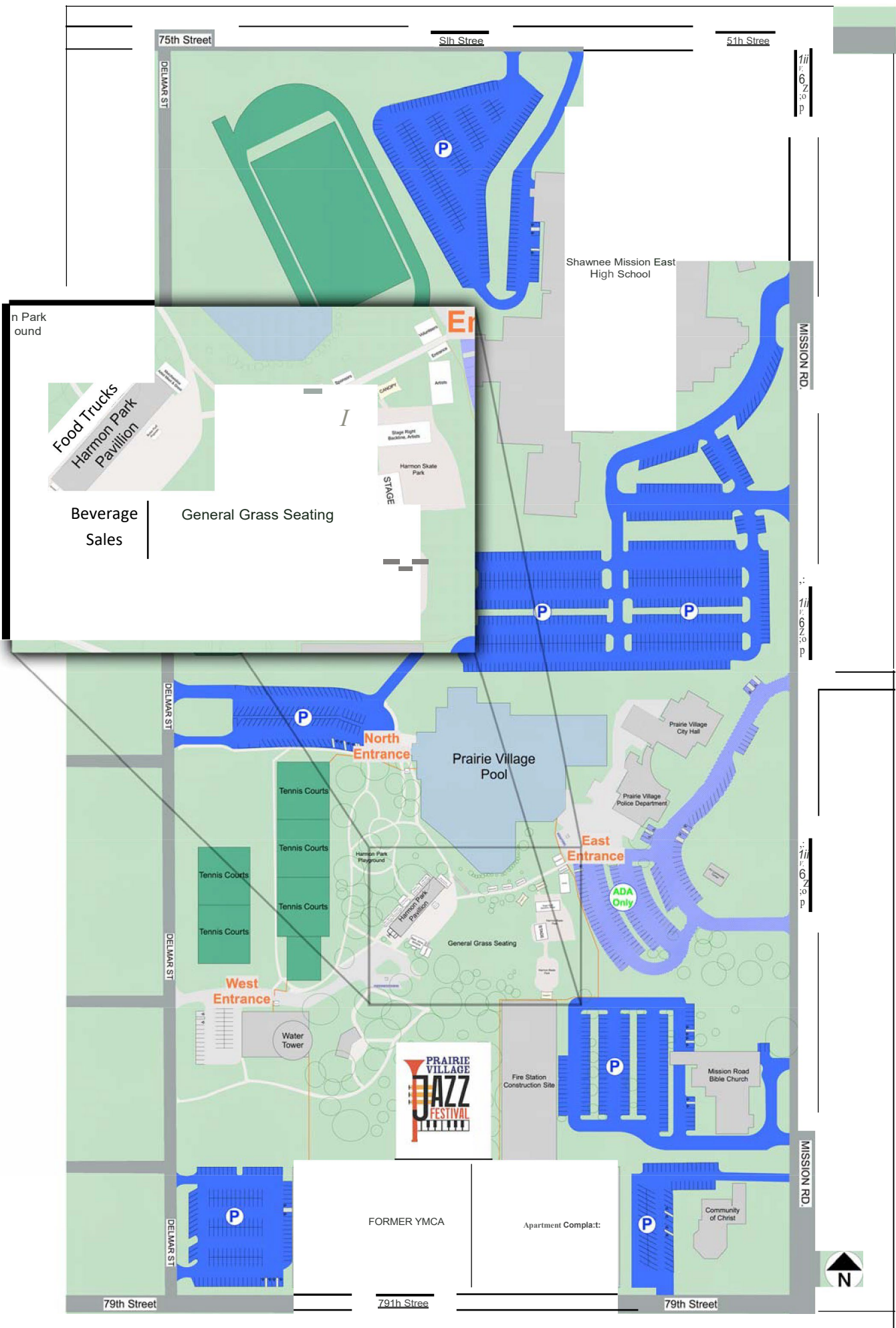
Eric Mikkelsen, Mayor

ATTEST:

APPROVED AS TO FORM:

Adam Geffert
City Clerk

Alex Aggen
City Attorney





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

Recommendation

Staff recommends the City Council approve an application for Alcoholic Beverage Waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 12, 2026 in conjunction with the Prairie Village Jazz Festival.

Background

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

The Prairie Village Jazz Festival is scheduled for Saturday, September 12, 2026 on the Municipal Campus and Harmon Park. Food and alcohol will be sold during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wristband following verification that they are of age to drink. The alcoholic beverages will be served under a permit issued by the State Alcoholic Beverage Control Division to the City of Prairie Village. The waiver is contingent upon the issuance of the temporary permit.

Fiscal Note

\$25 for a temporary event permit issued by the State of Kansas Alcoholic Beverage Control Division; the expense was approved in the Transient Guest Tax budget for the 2026 event.

Attachments

1. 2026 Drink Waiver Application

Prepared By

Meghan Buum, Assistant City Administrator
July 29, 2026



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

1. Date/Time Application Filed 07/29/2026

2. Name/Date/Time of the Event PV Jazz Festival, 9/12/2026, 3 p.m. -10:30 p.m.

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

3. Alcoholic Beverage Provider City of Prairie Village

Address 7700 Mission Road, Prairie Village, KS 66208

Daytime Phone 913-385-4662

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

☐	Yes	☒	No
--------------------------	-----	-------------------------------------	----

License #: Applying for temporary permit, number TBD

Registered to do business in the State of Kansas?

☒	Yes	☐	No
-------------------------------------	-----	--------------------------	----

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

Address: 7700 Mission Road, Prairie Village, KS 66208

Phone: 913-381-6464

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

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

5. Event Coordinator J.D. Kinney

6. Service Location Harmon Park

7. Total Number of Persons Estimated 3,000

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



Signature of applicant

JazzFest Committee Chairman

Title

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

Application for this Alcoholic Beverage Waiver is:

Approved ____ Disapproved ____

Mayor Eric Mikkelson

City Clerk – Adam Geffert

Date

Date

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



New Business: Consider appointment of city engineer

Recommendation

Mayor Mikkelson requests the city council ratify the appointment of Cliff Speegle to serve as the city engineer.

Background

Under the terms of the municipal code, the following staff positions within the city are appointive positions with four-year terms: city clerk, city treasurer, city administrator, deputy city administrator, city engineer, director of public works, city architect and chief of police.

Fiscal Note

Attachments

None

Prepared By

Adam Geffert, City Clerk
July 29, 2026



Council Committee of the Whole (Council President presiding): Consider amendments to Council Policy CP061 - Purchasing

Recommendation

Staff recommends approval of the amendments to Council Policy CP-061.

Background

SUGGESTED MOTION

I move that Council approve the amendments to Council Policy CP-061 as presented.

BACKGROUND

During the 2026 City Council work session, the City Council discussed strategies to make Council meetings run more efficiently. The City Administrator presented suggestions to restructure expenditure authority limits of items that had already been approved in the budget. Council Policy CP-061 was last amended April 15, 2013. The Council agreed that this suggestion be prioritized – referred to as Item #9 from the May 4, 2026, Council meeting.

Staff researched area expenditure authority in other Johnson County Cities and found a fairly wide range of guidelines. The City Administrator expenditure authority of \$50,000 as suggested aligns with the cities of Shawnee, Spring Hill, and Olathe. Cities such as Overland Park, Fairway, and Lawrence outline budget authority up to \$100,000.

Purchases during emergencies would be limited at \$75,000. Any purchase beyond \$75,000 would require Mayoral approval.

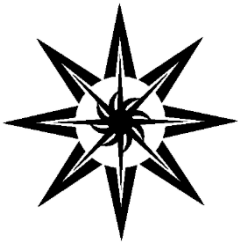
Fiscal Note

Attachments

1. 26-CP061 Redline
2. 26-CP061

Prepared By

Adam Geffert, City Clerk
July 28, 2026



City Council Policy: CP061 - Purchasing

Effective Date: April 15, 2013 ~~August 3, 2026~~

Amends: December 20, 1999 ~~April 15, 2013~~

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. To establish a uniform policy for bid solicitation, purchase order system, and approval of change orders. This policy is intended to provide a method for the most prudent and effective expenditure of City funds and for maximum protection of the taxpayer.

III. RESPONSIBILITY

- A. City Administrator

IV. DEFINITIONS

V. POLICY

- A. Purchasing
1. A commodity or service should be obtained at the lowest cost possible consistent with the quality required to maintain efficient operations of city departments.
 2. Even though the Governing Body approves a level of expenditures for any given program that in itself is not a permit nor is a directive to expend funds unless the need exists at the time of purchase and the item to be purchased within the budget limits. Purchases will not be made only because funds are available.
- B. Bids from a minimum of three (3) vendors will be taken for any singular item purchased for the following amounts and by the following method:
1. No bids will be required for any singular item costing less than \$2,500 ~~\$5,000~~. All departments are encouraged to solicit three (3) bids if the costs saved by bidding outweigh the administrative costs of soliciting bids.
 2. Phone bids will be required for any singular item costing \$2,500 ~~\$5,000~~ or more, but less than \$10,000.
 3. Informal written price quotes will be required for any singular item costing \$10,000 or more, but less than \$20,000 ~~\$30,000~~.
 4. For any singular item costing \$20,000 ~~\$30,000~~ or more, bids must be solicited by a notice in the ~~paper~~ ~~City's Official Publication~~ and sealed bids will be received and opened by the City Clerk. ~~Bids from other reputable sources that align with State requirements such as the MARC metro bid or the State of Kansas bid is an acceptable resource for purchases.~~
 5. For capital improvements projects in excess of \$10,000 ~~\$50,000~~, City Charter Ordinance 19 requires bids be solicited by a notice in the ~~paper~~ ~~City's Official Publication~~ and sealed bids be received and opened by the City Clerk, ~~or designee~~. The bids received must be lower than the Engineer's or Architect's estimate by state law.
 6. ~~Procurement guidelines as part of a Federal Grant shall be followed if requirements are different than Council Policy.~~
- C. Change orders can be approved by the Mayor ~~Department~~ without council approval, ~~but subject to council ratification~~, in amounts which total no more than 5% ~~10%~~ of the original contract for each change order submitted ~~given that there are sufficient funds within the project budget~~. "Original Contract Amount" is defined as the base bid plus alternates added at the time the original contract was approved. Change orders for work unrelated to the original projects ~~or those that exceed the budgeted funds~~ must have council approval.
1. All routine change orders will be included on the Consent Agenda.
- D. ~~Expenditure/Purchasing Authorization - Budgeted Funds~~
1. ~~The City Administrator is authorized to approve expenditures up to \$75,000 in accordance with the approved Budget.~~
 2. ~~Department Directors are authorized to approve expenditures up to \$20,000 in accordance with the approved Budget.~~
 3. ~~The City Administrator, with Mayor's approval, has the ability to authorize emergency purchases exceeding \$75,000 in situations when the department's operations would be severely hampered if the~~

purchase were not made immediately. Emergency purchase(s) will be made from budgeted funds and the City Council will be notified of any emergency purchase.

4. Infrastructure and equipment repairs are not considered "purchases" and are allowed in accordance with budgeted funds.

D. Purchase orders will be required for items of expenditure purchased by the City as outlined below:

5. Purchase orders are not required for expenditures less than \$2,500
6. For any single item expenditure of \$2,500 or more, but less than \$10,000, a purchase order is required with the Department Head's and City Administrator's approval.
7. For any single item expenditure of \$10,000 or more, but less than \$20,000, a purchase order is required with the Department Head and Mayor's approval.
8. For any single item expenditure of \$20,000 or more, the Council must approve the expenditure prior to the preparation of a purchase order.

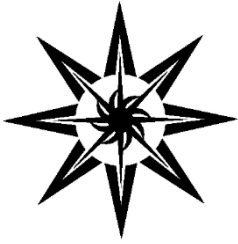
E. Expenditures Not Requiring a Purchase Order Are:

1. Expenditures of less than \$2,500.
2. Monthly or regular expenditures for contractual agreements such as, but not limited to, the following:
 - a.) Lease agreement payments
 - b.) Utility payments Debt service payments
 - c.) Payroll liability payments
3. Blanket purchase orders may be used for those merchants from whom many repetitive purchases are made, as supplies are required. Blanket purchase orders may be used for items such as, but not limited to, the following: Office Supplies, Gasoline, Salt, Asphalt, Auto Parts, Tires, Tree Service, and Printing. If there is more than one accessible supplier, the bids will be taken and awarded to the best bidder. Bids may be taken on a yearly basis.
4. Emergency Purchases – An emergency shall be defined as situations when the department's operations would be severely hampered if the purchase were not made immediately. In these instances, the purchase order policy may be bypassed and the purchasing department will furnish a requisition as soon as possible. In these instances the Mayor shall have the authority to approve purchases in excess of \$20,000. "EMERGENCY" should be boldly written across the purchase requisition. The purchase order process should only be bypassed in extreme emergencies with department head approval.

F. All other expenditures which are \$2,500 or more, not a regular expenditure, not a contractual expenditure, not covered by a blanket purchase order, and are not considered an emergency must have an approved purchase order BEFORE ordering. No warrant for payment shall be issued by the City unless a purchase order has been properly issued for the expenditure item.

G. ~~E.~~ Tax Exempt Status

1. The City is tax exempt as a political subdivision under Section 4221(b) of the IRS Code and K.S.A. 79-3606. Under Missouri Statute, the City's exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.



City Council Policy: CP061 - Purchasing

Effective Date: August 3, 2026

Amends: -April 15, 2013

Approved By: City Council

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CP061 - Purchasing

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UPCOMING MEETINGS AND EVENTS
Monday, August 3, 2026

Planning Commission	08/04/2026	6:00 p.m.
Tree Board	08/05/2026	6:00 p.m.
Diversity Committee	08/11/2026	4:30 p.m.
City Council	08/17/2026	6:00 p.m.

=====

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: July 29, 2026

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan, City Administrator 

SUBJECT: AUGUST PLAN OF ACTION

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

- Sept/Oct Village Voice - Ashley (08/26)
- 2027 Budget - Jason (08/26)
 - Publish Budget
- State of the Arts - Nickie/Arts Council (08/26)
- Lancer Day - PD/Mayor (08/26)
- End of Pool Season Wrap-up/Dog Swim - Suzanne/Meghan (08/26)
- PD National Night Out - Chief (08/26)
- Review Conversion Therapy Ordinance - Alex/Staff (08/26)
- Senate Bill 418 Review Process - Nickie/Planning Commission (08/26)
- Recreation Software transition - Meghan/Suzanne (08/26)
- Teen Council application opening - Meghan/Suzanne (08/26)

In Progress

- 75th Anniversary Drone Show at Meadowbrook - Staff (07/26)
- JazzFest Planning - Meghan/JD (07/26)
- Ward Meeting Facilitation - Meghan/Ashley (07/26)
- MARC Salary Survey - Cindy (07/26)
- Job Description Reviews - Cindy (7/26)
- Council Headshots/Composite photo - Ashley (07/26)
- National Night Out - PD (07/26)
- Update CP-061 - Council Purchasing Policy - Staff (06/26)
- 75th Anniversary Movie Night in the Park - Staff (06/26)
- Annual Statuary Maintenance Program - Meghan (04/26)
- Arts Council Public Arts Master Plan - Nickie (04/26)
- 2027 Budget Process - Staff (03/26)
 - Mission Hills Budget Chief (05/26)
- Village Vision 2.0 Action Plan Review - Nickie/Chris (02/26)
- Prairie Village History Book - Meghan (01/26)

- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)

Completed

- Back to School with a Firefighter - Meghan/PV Foundation (08/26)
- 2027 Budget Process - Jason (07/26)
 - Resolution to Exceed the Revenue Neutral Rate
- 6-month Crime Stats - Chief (07/26)
- 2nd Quarter KORA Requests - Adam (07/26)
- KU Kickoff Permitting - Adam (07/26)
- 2nd Quarter Financial Report - Jason (07/26)
- New Outdoor Warning Siren / 69th Terrace and Roe - Tim (2/26)
- VillageFest Preparation - JD/Staff (01/26)
- Annual CID Report - Jason (06/26)
- 2024 Building Code Review Process - Nickie (04/24)

Ongoing

- City Hall/PD Project - Melissa/Keith/Tim/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- 75th Anniversary Preparation - Meghan/Ashley/Staff (4/25)

On Hold

- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22)
[Grant funding in question after Federal Executive Order]

Tabled initiatives

- Review & Update the City Code/Ordinances/City Policies