

The public may attend the meeting in person or view it online at <http://pvkansas.com/livestreaming>

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, November 17, 2025  
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**

- Citizens Academy graduation
- Legislative update from Senator Ethan Corson and Representatives Stephanie Clayton, Jerry Stogsdill, and Rui Xu
- Evergy presentation

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on November 17. Comments will be shared with Councilmembers prior to the meeting.

**VIII. CONSENT AGENDA**

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

By Staff:

1. Consider approval of regular city council meeting minutes – November 3, 2025
2. Consider approval of expenditure ordinance #3056
3. Consider memorandum of agreement with Little Government Relations for government relations and lobbying services in 2026
4. Consider design agreement with Trekk Design Group for the design of Roe Avenue, 63<sup>rd</sup> Street to 83<sup>rd</sup> Street (ROAV0008 2026 CARS)
5. Consider renewal of Blue Valley Public Safety contract for the city's outdoor warning siren system maintenance for 2026
6. Consider renewal of information technology services between Johnson County DTI and the City of Prairie Village

7. Consider contract with CivicPlus for website redesign & content management system and for agenda & meeting management system
8. Consider approval of the governing body handbook
9. Consider interlocal agreement with Johnson County for project DRAIN-24X: 75<sup>th</sup> Street and Briar Street culvert replacement
10. Consider approval of a contract with Great Plains SPCA for animal shelter services

**IX. COMMITTEE REPORTS**

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

**XII. OLD BUSINESS**

**XIII. NEW BUSINESS**

United Community Services (UCS) presentation  
Erika Garcia Reyes, UCS Director of Resource Allocation

COU2025-47 Consider 2026 contribution allocation recommended by United Community Services for Human Services Fund grants  
Jason Hannaman

COU2025-48 Consider 2026 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2026 alcohol tax funds and 2026 opioid settlement funds  
Jason Hannaman

COU2025-49 Consider adoption of the 2025 Standard Traffic Ordinance for Kansas Cities and the 2025 Uniform Public Offense Code for Kansas Cities  
Deana Scott

COU2025-50 Consider traffic calming measures on Tomahawk Road from Roe Avenue to 71<sup>st</sup> Street  
Keith Bredehoeft

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

COU2025-51 Consider amendments to Chapter II. Animal Control and Regulation Article 1  
Captain Porter

**XV. EXECUTIVE SESSION**

**XVI. ANNOUNCEMENTS**

**XVII. ADJOURNMENT**

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



# Evergy Update & City of Prairie Village

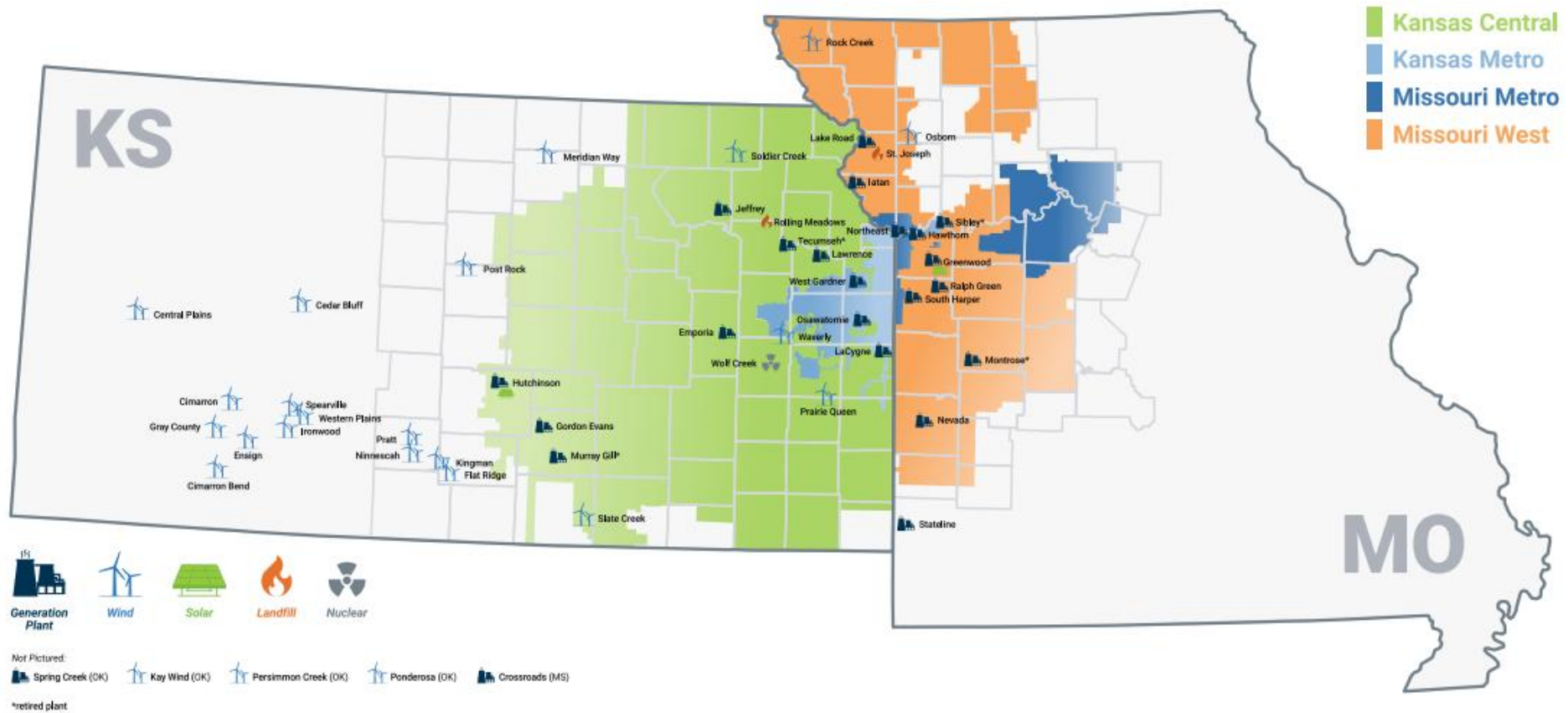
*October 2025*



Scott Jones  
Community Business Manager  
816-652-1042  
scott.r.jones@evergy.com



# Evergy's Service Territory



## Evergy Customer Profile

~1,500,000

RESIDENTIAL CUSTOMERS



~200,000

COMMERCIAL CUSTOMERS



~7,800

INDUSTRIAL CUSTOMERS



Rate Base **Kansas**  53%

Rate Base **Missouri**  32%

Rate Base **FERC**  15%

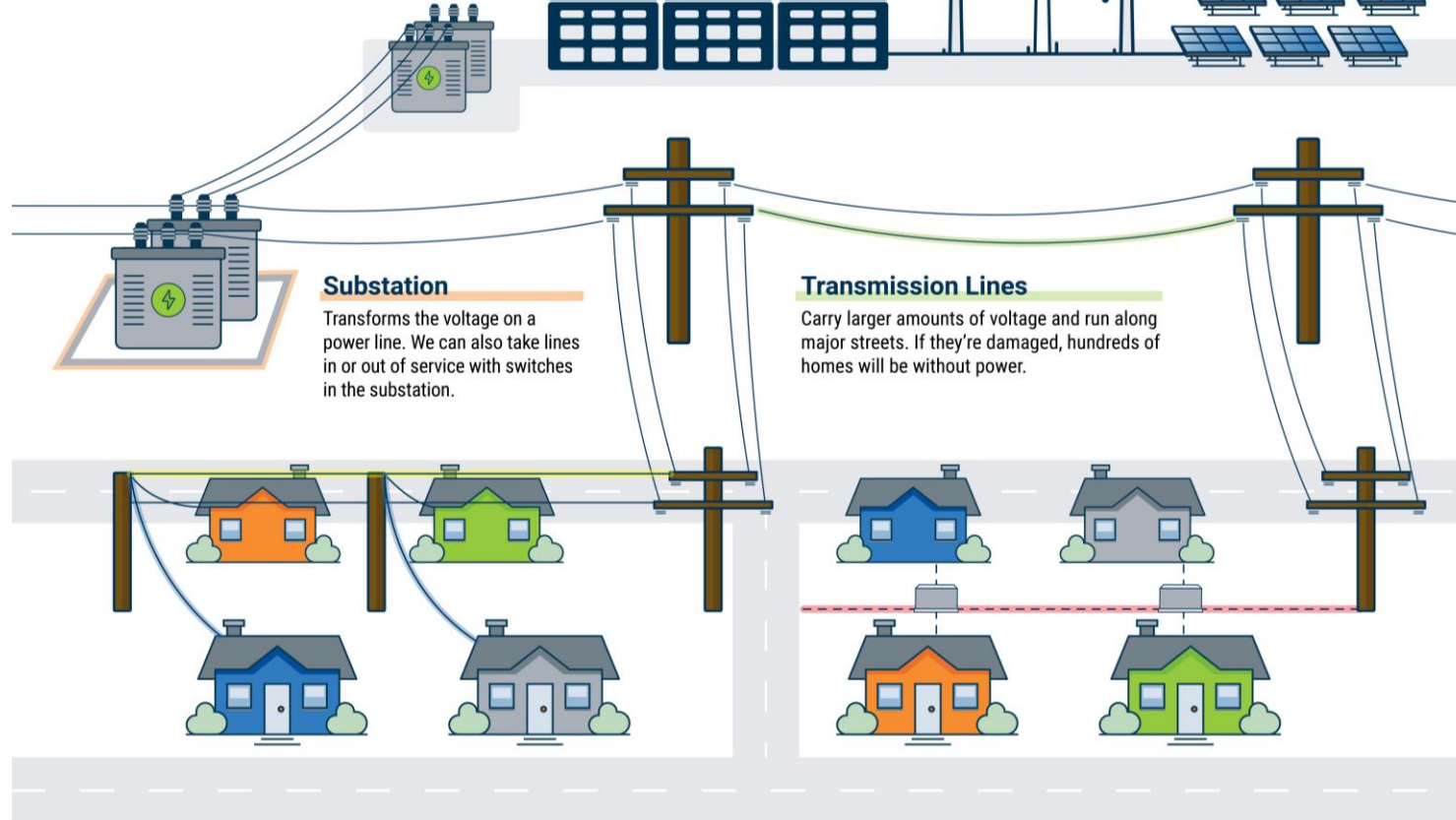
Statistics as of Q4 2023.



# From Power Plant to Plug

## Generation

Electricity is generated using fossil fuels (coal, natural gas, and petroleum), nuclear energy, and renewable energy sources.



## Substation

Transforms the voltage on a power line. We can also take lines in or out of service with switches in the substation.

## Transmission Lines

Carry larger amounts of voltage and run along major streets. If they're damaged, hundreds of homes will be without power.

## Distribution Lines

Carry lesser amounts of voltage into neighborhoods, many times running behind groups of homes. Damage on these lines can cause transformers and fuses to trip or blow, causing anywhere from dozens or homes to a handful of homes to be darkened, depending on the device affected.

## Service Line

Carries voltage at a level required to serve homes, and runs from primary or secondary line to the home. If damaged, only that home is affected.

## Underground Lines

Usually only affected when damage occurs at a substation or major feeder line. However, when outages occur, it may take longer to locate and make repairs.



# What can cause an outage

- Weather
  - More than 70% of power outages are weather-related
  - Storms
  - High winds
  - Lightning
  - Ice
- Animals
- Vehicle accidents
- Human error
- Equipment Failure
- Vegetation
  - Damage from weakened trees can result in a loss of power weeks after a severe-weather event
- Planned interruptions
  - Shorter outage periods are necessary to perform work on the lines

# Tree Trimming Process

Evergy works year-round to manage the impact of trees on power lines. Our tree trimming program helps reduce the impact of vegetation on lines.

- Our specially-trained team of utility foresters, supervisors and contractors maintain a system-wide mileage of just **over 37,000 miles, with over 25,000 of those miles in Kansas**, which we inspect and address to eliminate potential issues.
- We let you know if maintenance is needed at your property with a door notice that provides more detail and contact information.
- Tree trimming guidelines consider the tree's proximity to power lines, size, species, health and growth rate. Based on regulations, we trim vegetation to create clearance between power lines and the canopy of a tree. We also consider trees or limbs that could blow or fall into lines.
- Crews generally visit circuits once every four to five years.

## Requesting a Line Clearance

If you see a potential issue with vegetation on the lines that run from pole to pole near your house, please let us know with a line clearance request available at [evergy.com](https://www.evergy.com).

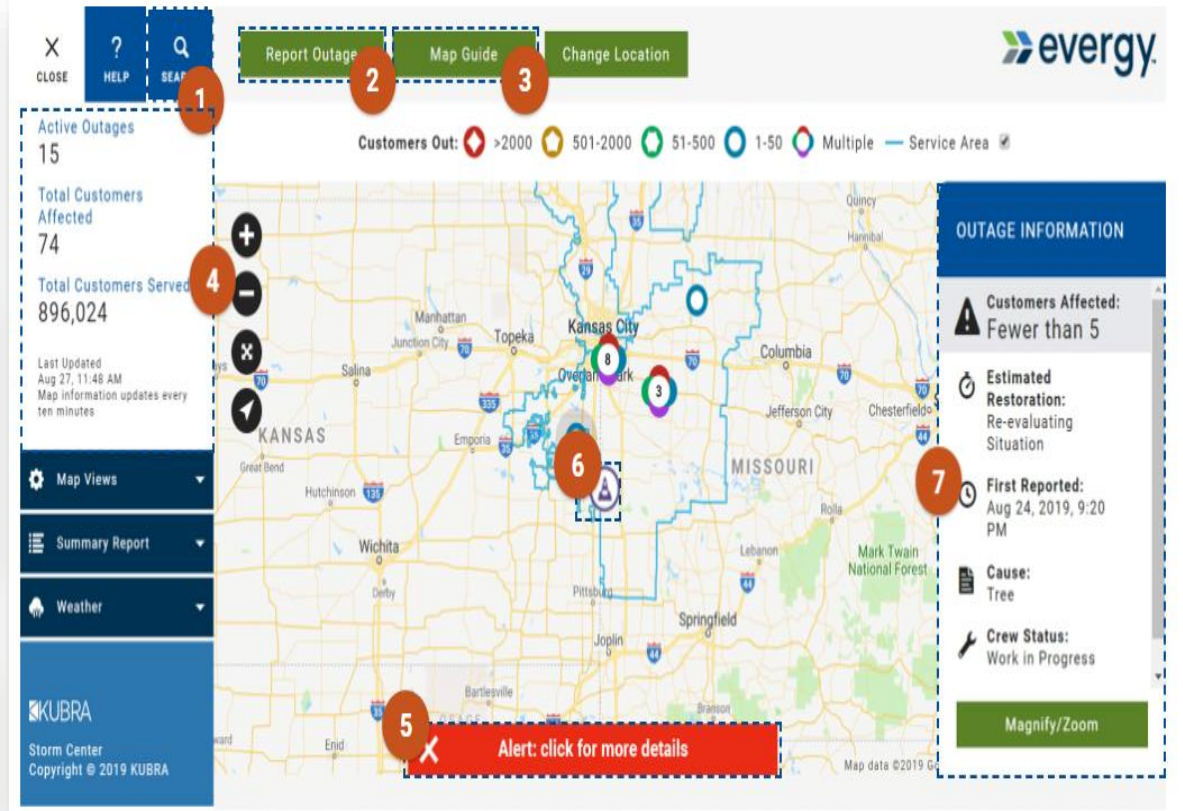
# Restoration Process

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- Restoring power is complex. How Evergy brings the community back online.
- Power sometimes returns in a different order than you'd expect. We have a process in place to address critical needs first then the largest number of customers as quickly and safely as possible.
  - ✓ As outage reports come in, troubleshooters and sometimes damage assessment crews are sent to investigate the outage cause. This is why you may see an Evergy vehicle come and leave your neighborhood without power being restored.
  - ✓ Crews then repair or replace equipment as needed, removing all hazards.
  - ✓ Many times, tree trimming crews must remove trees or tree limbs before power can be restored.
  - ✓ Following a major storm, sometimes it's a matter of completely rebuilding parts of the electrical system to restore services, which can take lots of coordination and many hours to complete.
- Our goal is to restore power to the largest number of customers as quickly and safely as possible.



# Outage Map Features



## 1 Search

Search allows you to type in your address or general location. After typing in your information, click the location you want to view and the outage map will shift to your location and place a blue flag there.

## 2 Report Outage

The orange Report Outage button allows you to immediately report your outage online.

## 3 Map Guide

Map Guide takes you to a walk through of the outage map and its features, so you can use it with ease.

## 4 Tools

The Tools section shows you active outages, customers affected and total customers served. It also allows you to switch Map Views from locations to city, county or zip code. The Summary Report gives a table-like breakdown of customers affected and served by state, which you can change to city, county or zip code view. Lastly, the Weather tool let's you view or loop the radar to see what's currently going on in your area.



# Outage Map Features

## 5 Alert Banner

The Alert Banner appears in a situation where you may need to know widespread outage information or updates. You can click on the banner to read more information.

## 6 Icon

An Icon may appear on the map for things like a hazard, dry ice truck (in summer outage situations), warming centers (in winter outage situations) or relevant photos of crews and outages.

## 7 Outage Info

When you click on an outage within the map, you'll be presented with Outage Info that shows your estimated restoration time (as long as there's not a severe storm or outage situation preventing us from knowing a restoration time). We'll also show you when your outage was reported, a cause (if it's been identified) and if a crew is on their way or working on your outage.

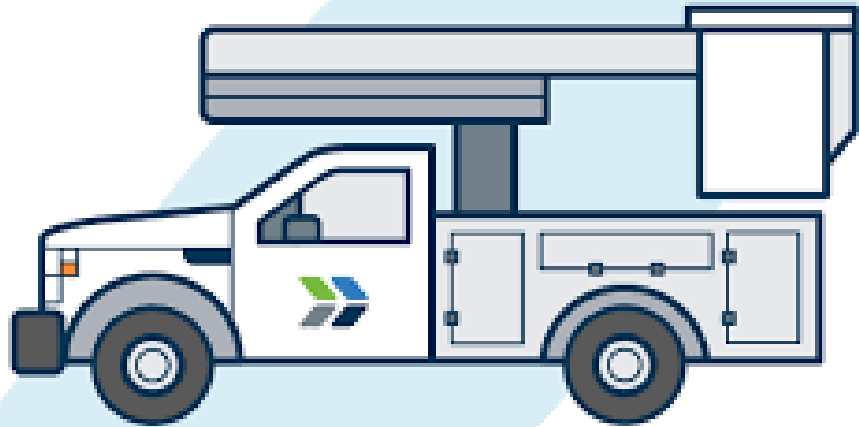
The screenshot displays the Evergy Outage Map interface. At the top, there are navigation buttons: 'CLOSE', 'HELP', and 'SEARCH'. Below these are three main action buttons: 'Report Outage', 'Map Guide', and 'Change Location'. The map shows a service area with various outage markers. A legend indicates 'Customers Out' with categories: >2000 (red), 501-2000 (orange), 51-500 (green), 1-50 (blue), and Multiple (purple). A sidebar on the left provides summary statistics: 'Active Outages: 15', 'Total Customers Affected: 74', and 'Total Customers Served: 896,024'. It also shows the last update time and frequency. A 'Map Views' dropdown menu is visible. On the right, an 'OUTAGE INFORMATION' panel displays details for a selected outage: 'Customers Affected: Fewer than 5', 'Estimated Restoration: Re-evaluating Situation', 'First Reported: Aug 24, 2019, 9:20 PM', 'Cause: Tree', and 'Crew Status: Work in Progress'. A 'Magnify/Zoom' button is at the bottom of this panel. A red alert banner at the bottom of the map reads 'Alert: click for more details'. Numbered callouts (1-8) point to specific UI elements: 1 (Close button), 2 (Report Outage button), 3 (Map Guide button), 4 (Map zoom controls), 5 (Alert banner), 6 (Outage icon on map), 7 (Outage information panel), and 8 (Legend).

# Frequent Outage Investigation Process



- Contact Customer Care Center and request a frequent outage check for your address
- The Customer Care Center forwards the complaint to the local office
- A team will review the outage causes looking for a common cause
- Personalized phone call to the customer
- Teams will cross-reference with previously identified projects
- We will patrol if necessary and this can be broken into multiple work groups
- If an issue is found, we will design & sponsor system improvement jobs through the construction process
- Finally, we will follow up with the customer on our plans

# Outage Alerts



- Stay connected and informed with text and email alerts.
- If you want to receive information or proactive alerts about your outage status, turn on text and/or email alerts in your preferences. Here's how:
  - Make sure you have an online account (register for an account if needed)
  - Toggle text and/or email alerts on in your preference 'Alerts'
  - For text alerts, you can text HELP at anytime for general help. And to unsubscribe, head back to preferences and toggle text or email outage alerts off.
- You can also toggle on bill reminders (text or email) in the same spot, using the same steps.

# Contacting Evergy

## Emergency and Outage Reporting

1-888-LIGHTKC  
(1-888-544-4852)

Online at [www.evergy.com](http://www.evergy.com)

## Service-related or billing questions

816-471-5275  
888-471-5275

Discover self-serve  
options and  
information online at  
[www.evergy.com](http://www.evergy.com)



### Report Outage Online

Report your outage online with  
ease.

Report Online



### Report Outage by Phone

Click "Call Now" below to directly  
call our outage number by phone.

Call Now



# Prairie Village Recent Outages

*LaRon Council, Distribution Engineering*





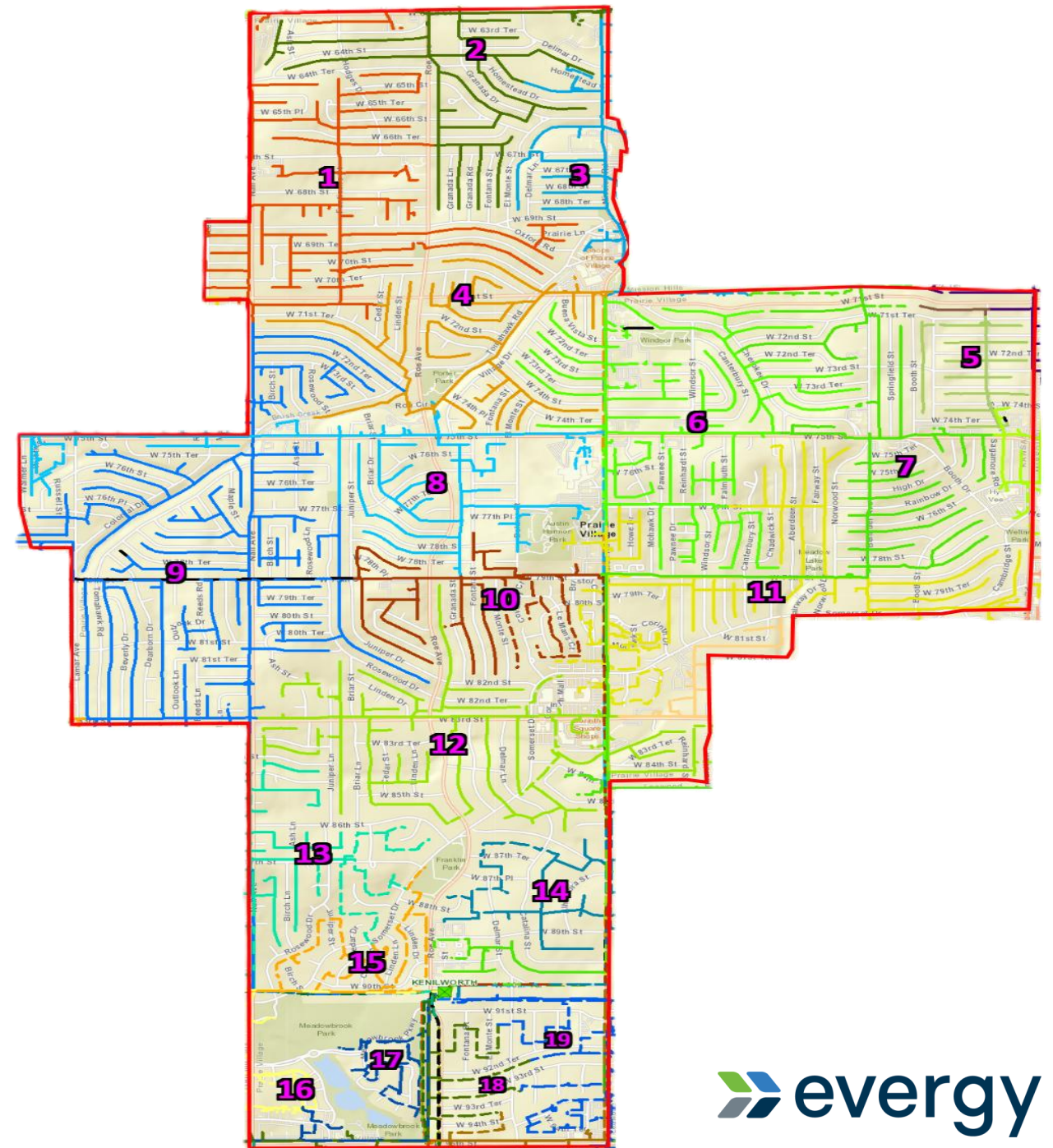
# Outline

- Tree trimming cycle
- Large recent outages
- Circuit maps and reliability metrics
- Planned projects
- Q&A



# Tree trimming cycles

Area #	Previous Trim	Next Trim
1	2020	2025
2	2020	2025
3	2018	2025
4	2020	2025
5	2023	2026
6	2019	2025
7	2020	2025
8	2024	2028
9	2023	2028
10	2019	2026
11	2019	2025
12	2021	2025
13	2019	2025
14	2025	2029
15	2023	2027
16	2019	2025
17	2020	2025
18	2019	2025
19	2024	2028





# Large recent outages

## Outage on 09/18/2025

Map of the outage:

Date/time of outage:

☐ 9/18/2025 5:47:00 – 8:38:00

Number of customers out

☐ 600 customer

Duration of outage

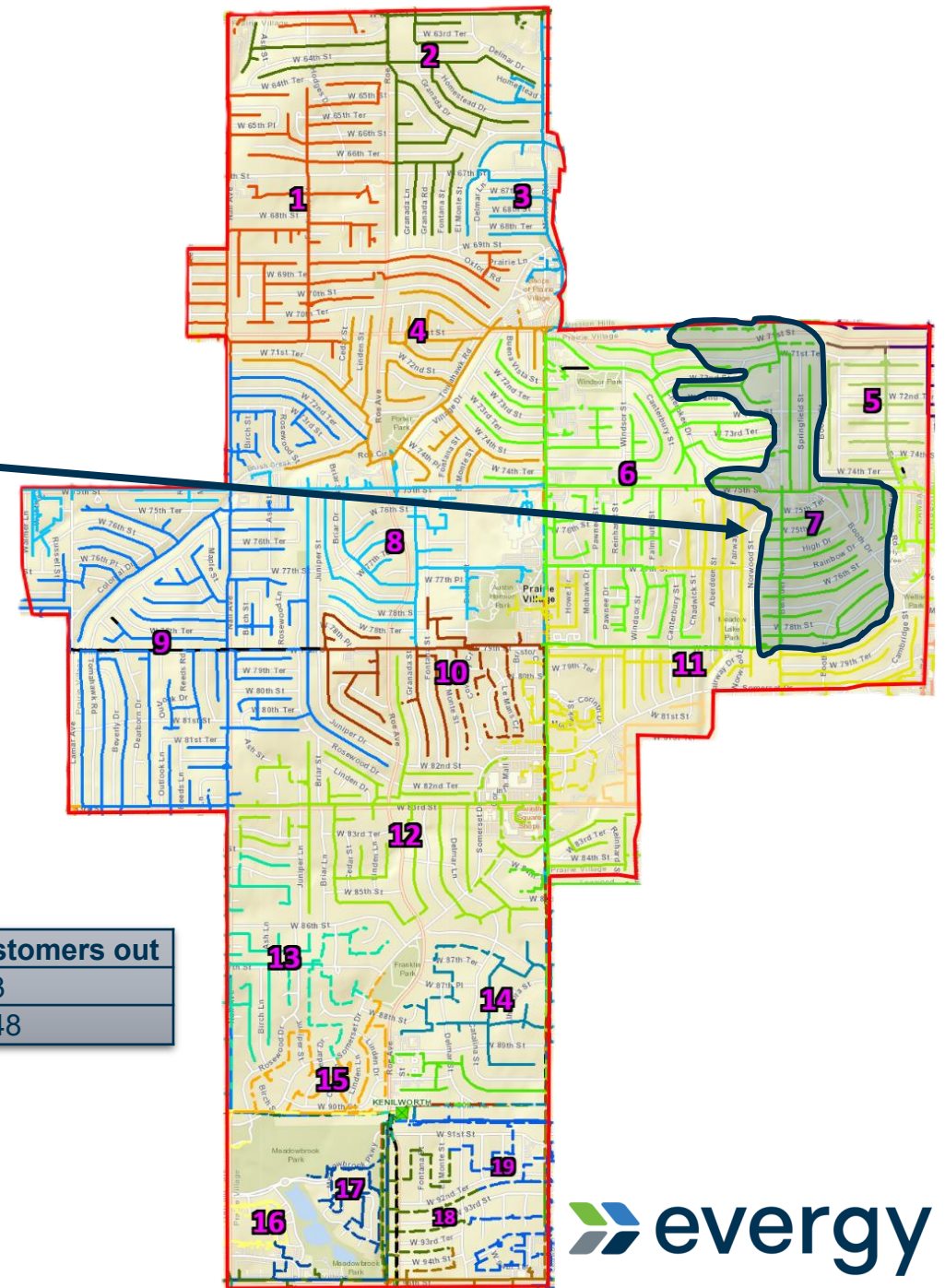
☐ 171 min.

Cause of outage

☐ Storm, upstream recloser

Other outages in 2025:

Year	Off time	Restore time	Cause	Duration (Min)	Customers out
2025	9/18/25 5:47:00	9/18/25 9:45:07	STORM	238	293
2025	6/3/25 14:32:00	6/3/25 16:11:00	VEGETATION	99	1048





# Large recent outages

## Outage on 08/10/2025

Map of the outage:

Date/time of outage:

08/10/2025, 11:11:36 – 11:52:00

Number of customers out

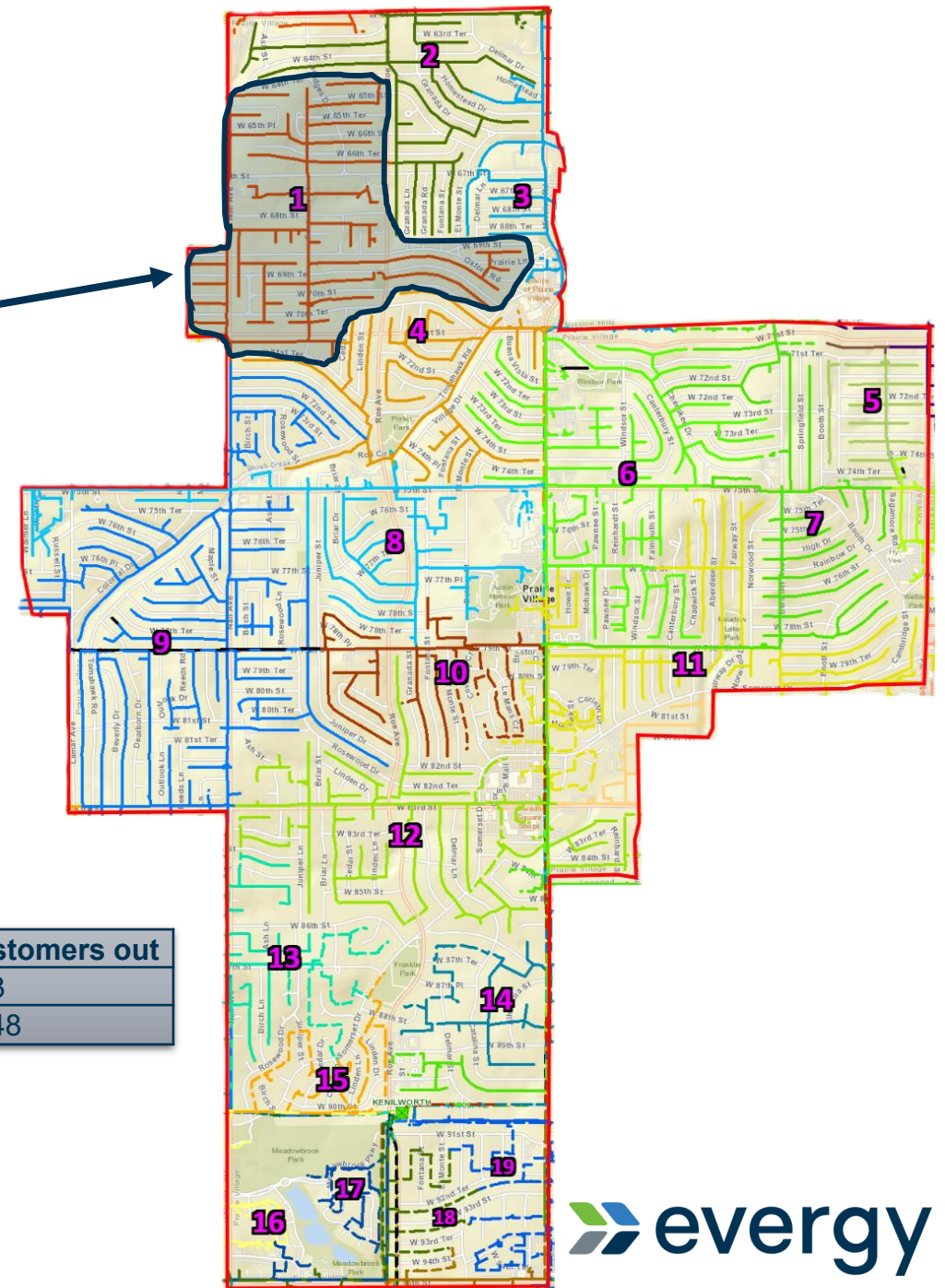
1265 customer

Duration of outage

40 min.

Cause of outage

Vegetation, substation breaker operation



Other outages in 2025:

Year	Off time	Restore time	Cause	Duration (Min)	Customers out
2025	7/26/25 7:50:28	7/26/25 16:09:00	STORM	499	153
2025	4/7/25 15:37:00	4/7/25 16:28:11	EQUIP. FAILURE	99	1048



# Large recent outages

## Outage on 06/21/2025

### Map of the outage:

### Date/time of outage:

06/21/2025, 20:49:57 – 22:00:00

### Number of customers out

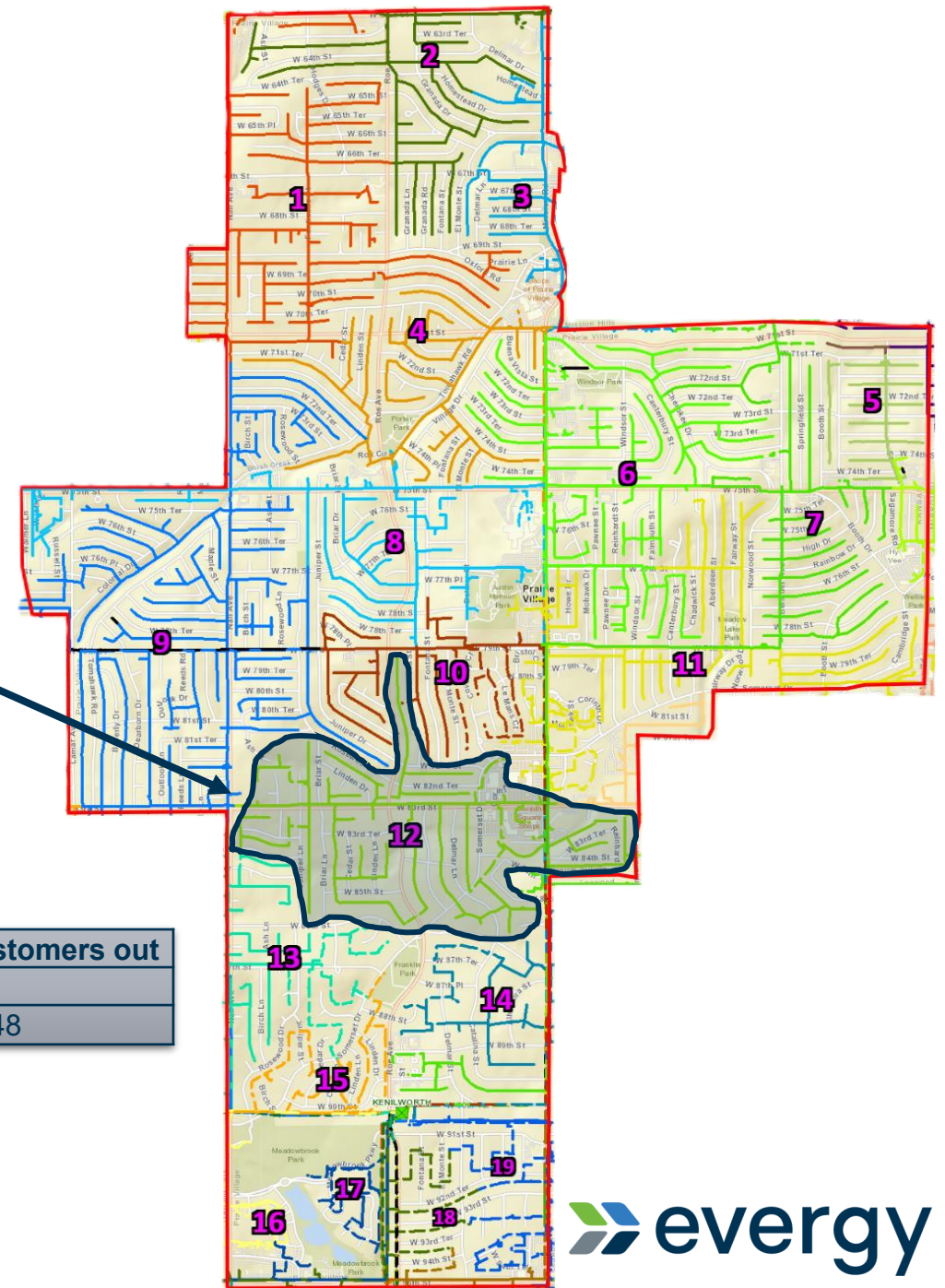
1125 customer

### Duration of outage

70 min

### Cause of outage

Equipment failure, substation breaker operation



### Other outages in 2025:

Year	Off time	Restore time	Cause	Duration (Min)	Customers out
2025	6/3/25 18:27:00	6/4/25 6:31:24	STORM	724	53
2025	7/16/25 10:01:00	7/16/25 13:42:47	STORM	99	1048



# Large recent outages

## Outage on 05/25/2025

Map of the outage:

Date/time of outage:

☐ 05/25/2025, 11:10:53 – 12:14:00

Number of customers out

☐ 1890 customer

Duration of outage

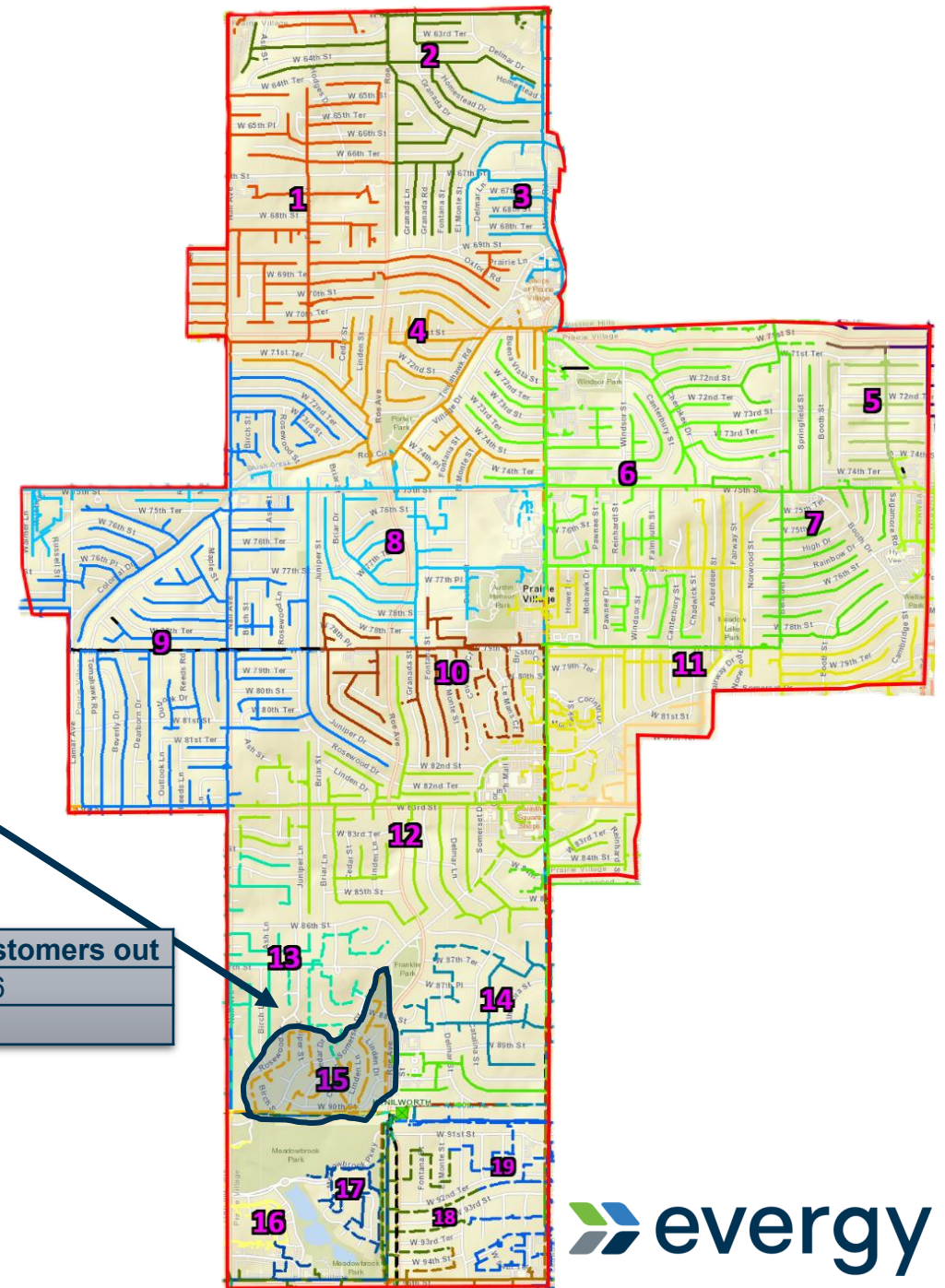
☐ 63 min

Cause of outage

☐ Vegetation, substation breaker operation

Other outages in 2025:

Year	Off time	Restore time	Cause	Duration (Min)	Customers out
2025	6/18/25 15:35:19	9/18/25 16:01:15	VEGETATION	26	426
2025	1/18/25 18:23:00	1/18/25 21:04:38	VEGETATION	162	38





# Large recent outages

## Outage on 07/21/2025

Map of the outage:

Date/time of outage:

07/21/2025, 11:54:20 – 12:27:00

Number of customers out

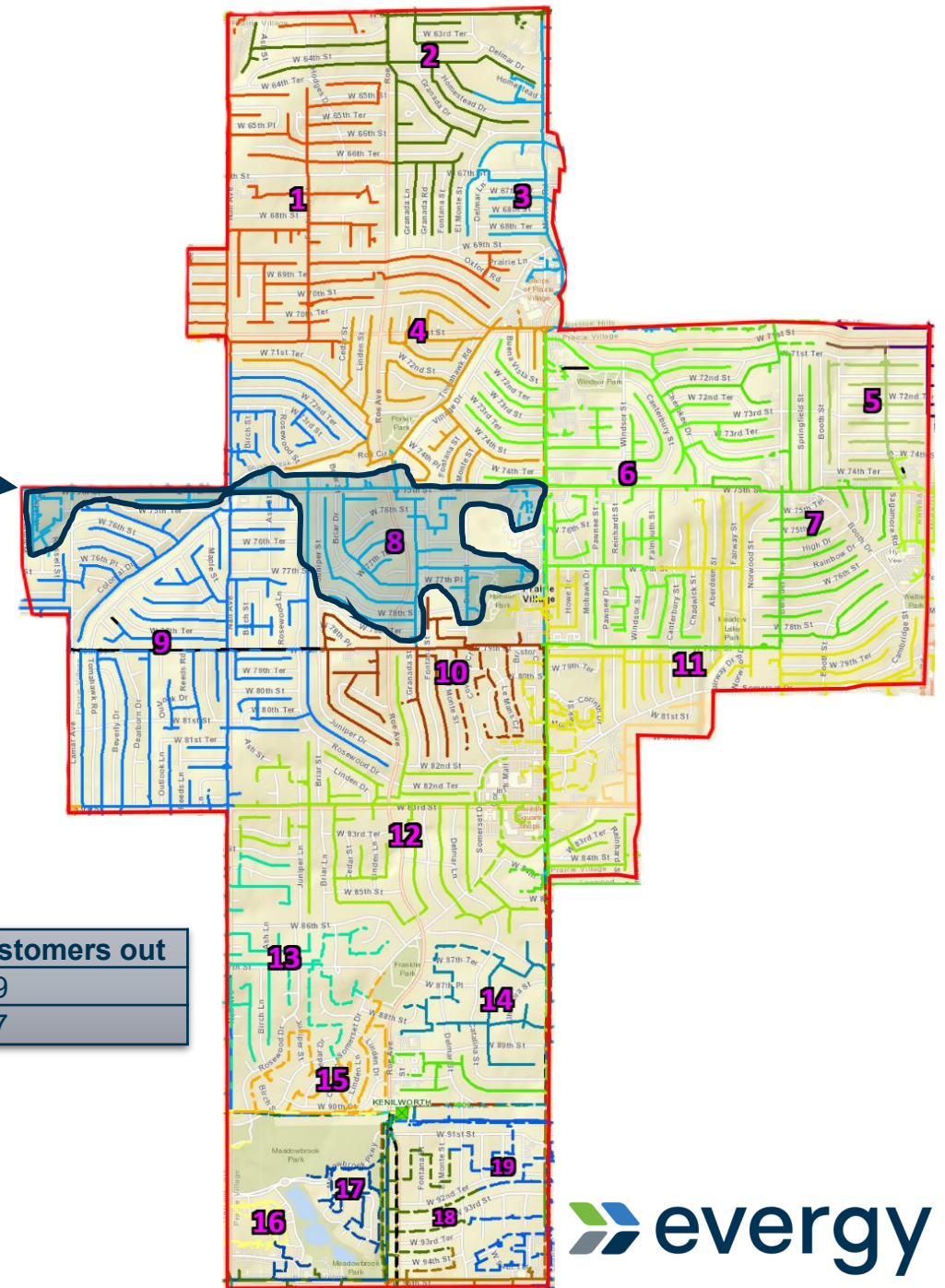
1081 customer

Duration of outage

33 min

Cause of outage

Vegetation, substation breaker operation



Other large outages in 2025:

Year	Off time	Restore time	Cause	Duration (Min)	Customers out
2025	9/17/25 00:24:00	9/17/25 7:10:00	PUBLIC DAMAGE	406	29
2025	5/21/25 10:06:00	5/21/25 13:19:00	VEGETATION	193	57



# Circuit Maps and Reliability Indices

## Reference

Term	Reference	Definition
<b>CI</b>	Average Customers Interrupted (CI)	CI refers to the average number of customers interrupted.
<b>CMI</b>	Customer Minutes Interrupted (CMI)	Total number of outage minutes for all customers.
<b>SAIDI</b>	System Average Interruption Duration Index (SAIDI)	SAIDI is the average outage duration for each customer served.
<b>SAIFI</b>	System Average Interruption Frequency Index (SAIFI)	SAIFI is the average number of interruptions that a customer would experience.
<b>CAIDI</b>	Customer Average Interruption Duration Index (CAIDI)	CAIDI gives the average outage duration that any given customer would experience. CAIDI can also be viewed as the average restoration time.

## Formulas

$$\text{SAIDI} = \frac{\text{sum of all customer interruption duration}}{\text{total number of customers served}}$$

$$\text{SAIFI} = \frac{\text{total number of customer interruptions}}{\text{total number of customers served}}$$

$$\text{CAIDI} = \frac{\text{sum of all customer interruption duration}}{\text{total number of customer interruptions}}$$

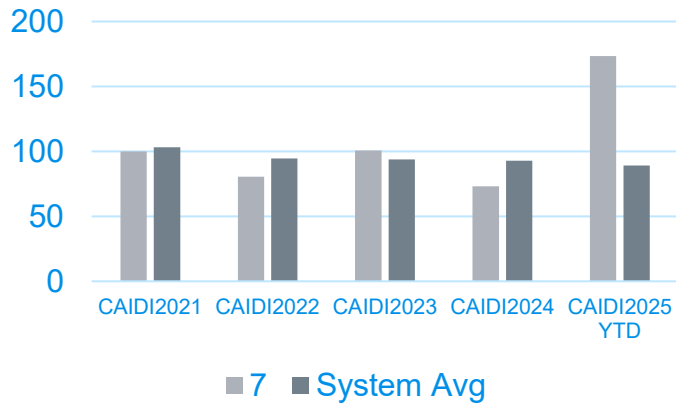


# Circuit maps and reliability metrics

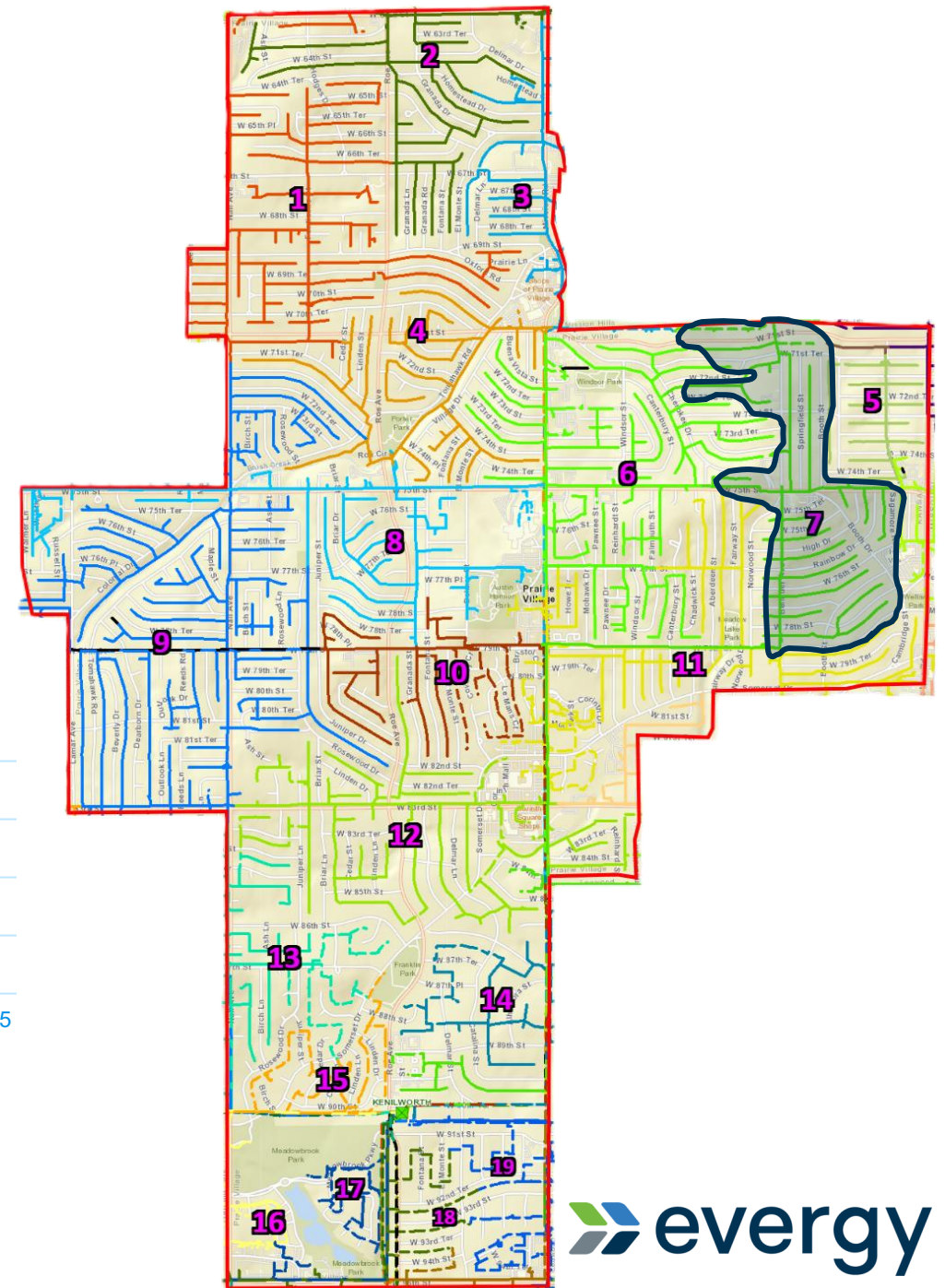
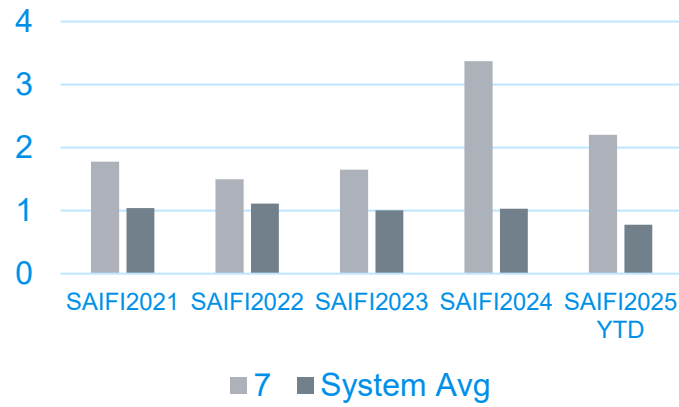
## 1. Circuit 7

Year/Metric	CAIDI	CI	CMI	SAIDI	SAIFI
2021	99.87	2,008	200,535	177.13	1.774
2022	80.53	1,749	140,842	120.54	1.495
2023	100.80	1,932	194,737	166.46	1.651
2024	73.12	3,919	286,538	245.31	3.372
2025	173.50	2,710	470,191	381.60	2.203

### 7 CAIDI



### 7 SAIFI



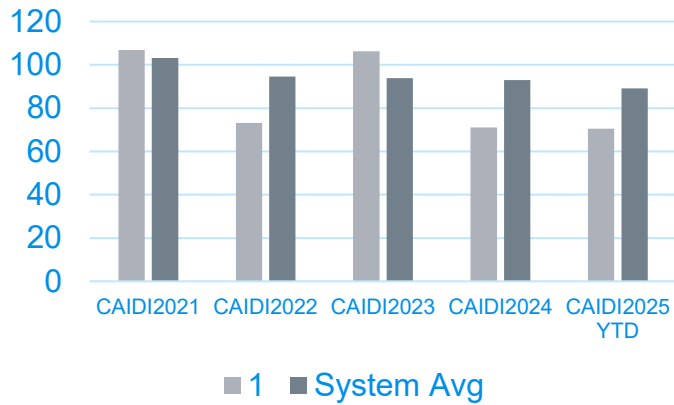


# Circuit maps and reliability metrics

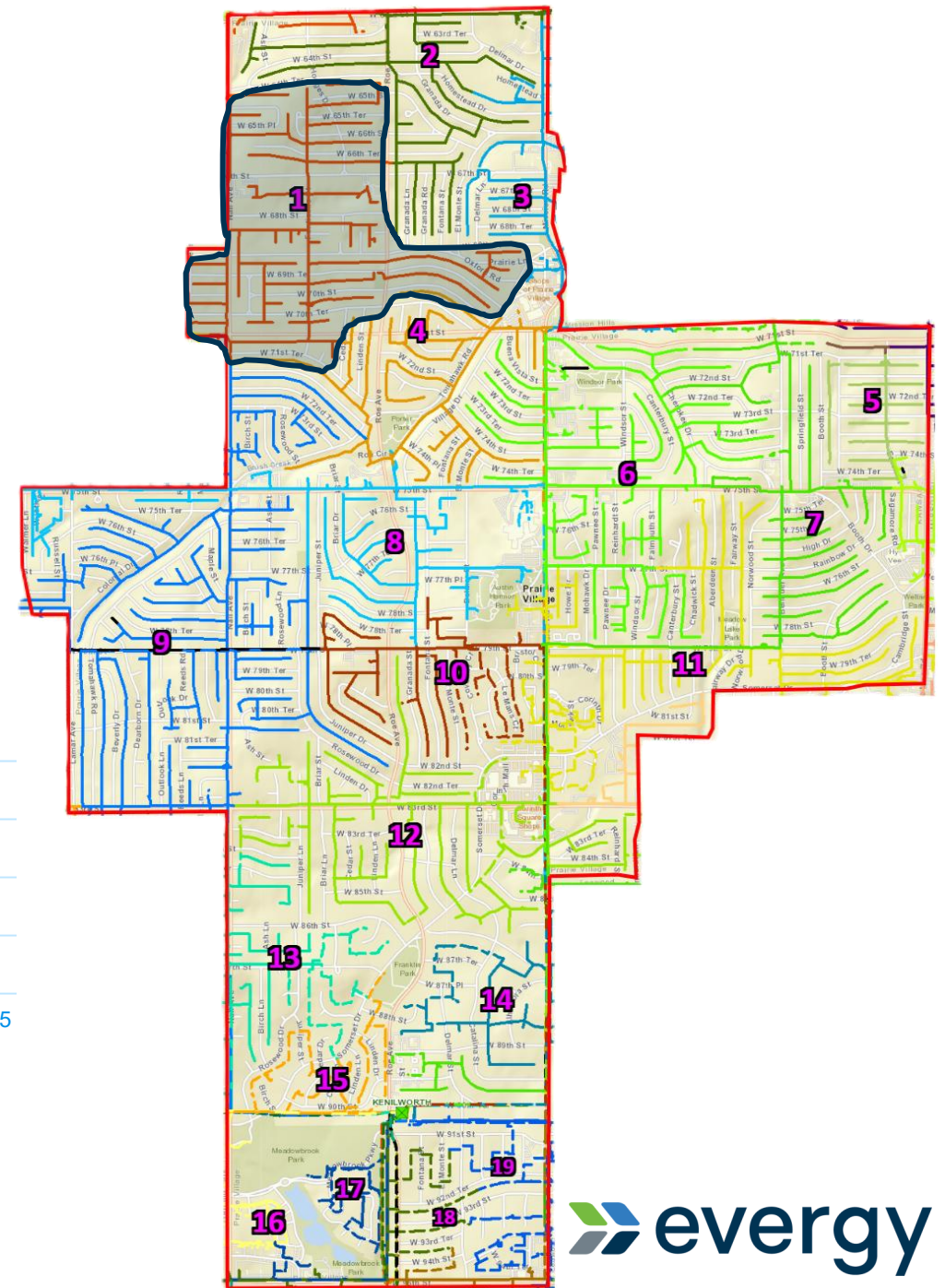
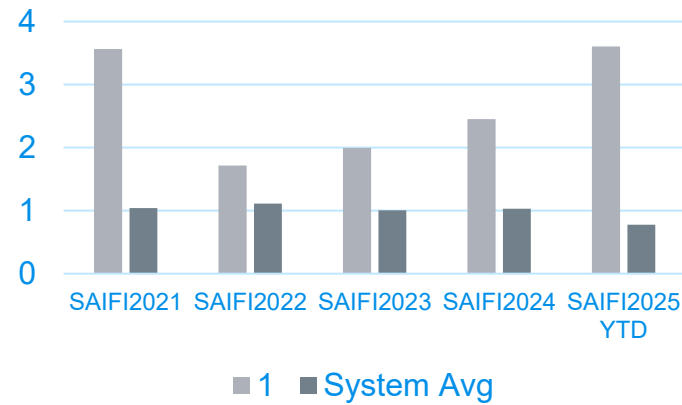
## 2. Circuit 1

Year/Metric	CAIDI	CI	CMI	SAIDI	SAIFI
2021	106.90	5,402	577,452	380.57	3.563
2022	73.18	2,576	188,522	125.31	1.714
2023	106.24	2,948	313,197	211.92	1.993
2024	71.01	3,091	219,487	174.07	2.451
2025	70.44	4,570	321,932	253.76	3.603

### 1 CAIDI



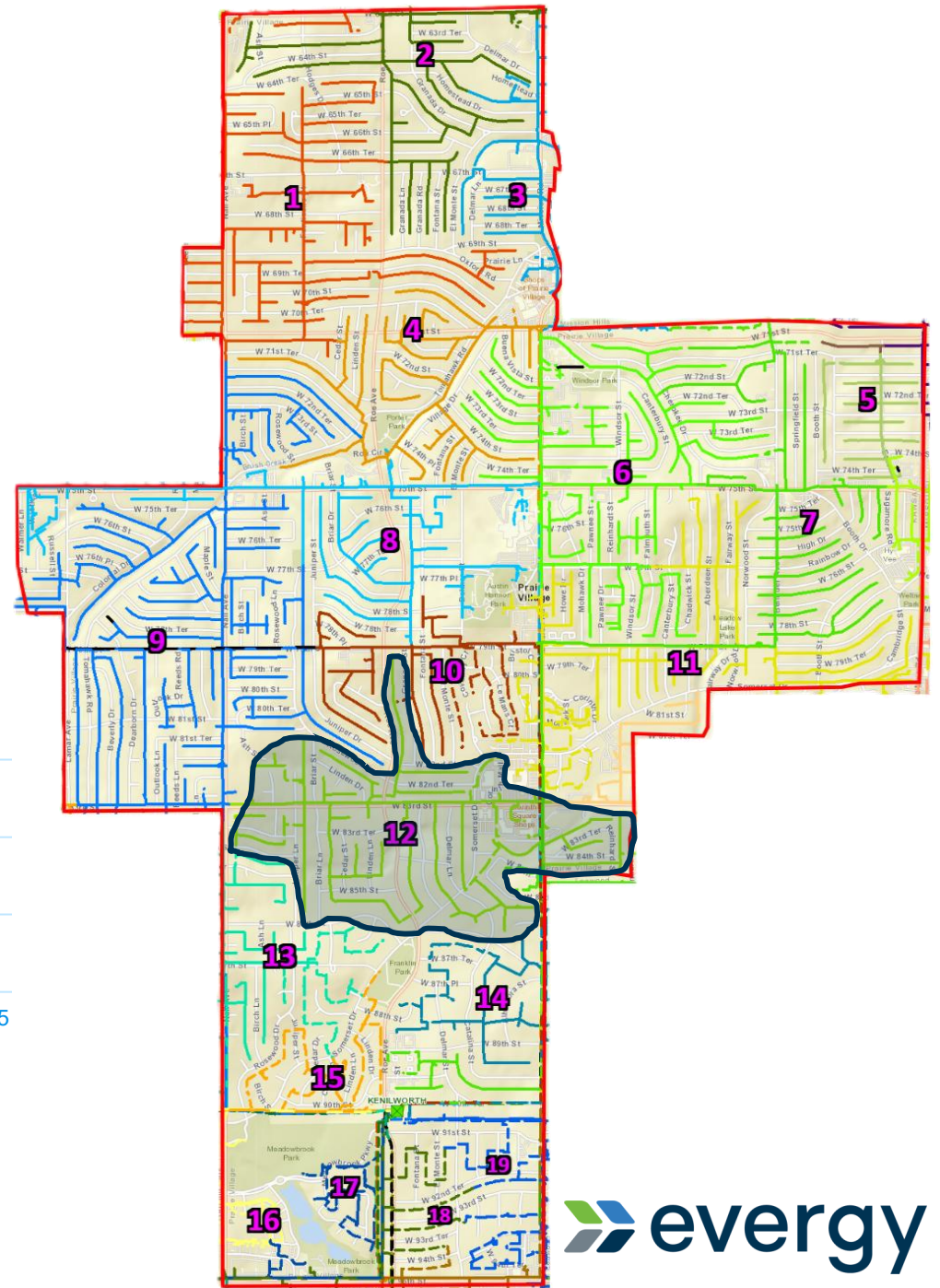
### 1 SAIFI



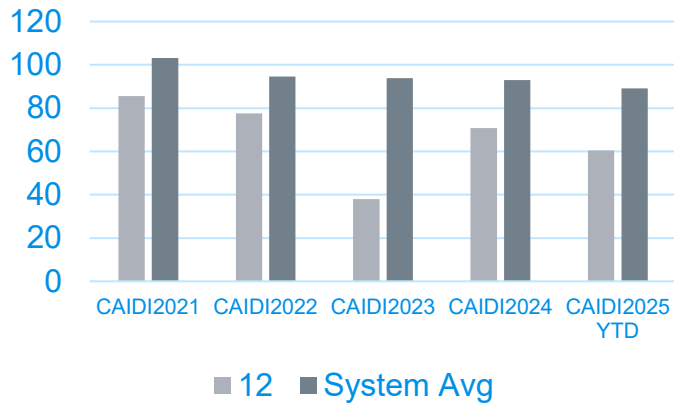
# Circuit maps and reliability metrics

## 3. Circuit 12

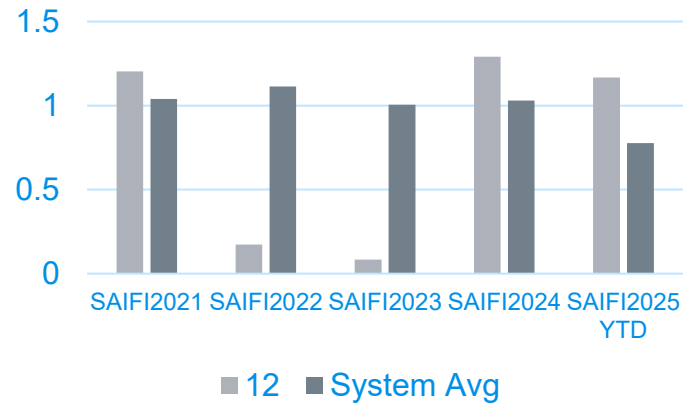
Year/Metric	CAIDI	CI	CMI	SAIDI	SAIFI
2021	85.493	886	75,747	102.47	1.203
2022	77.62	129	10,013	13.42	0.173
2023	38	62	2,356	3.18	0.083
2024	70.78	967	68,452	90.96	1.291
2025	60.48	875	52,923	70.47	1.166



12 CAIDI



12 SAIFI

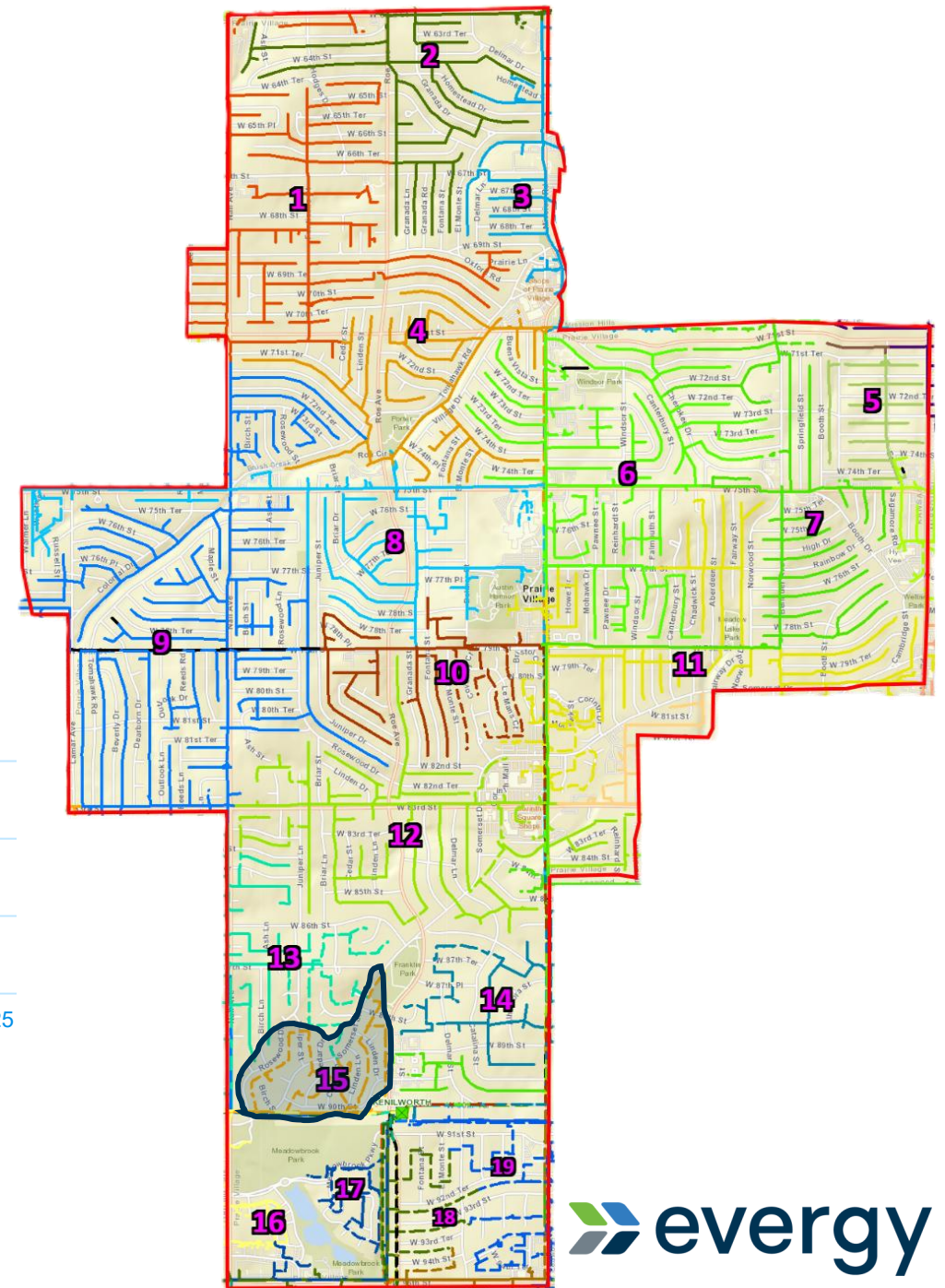




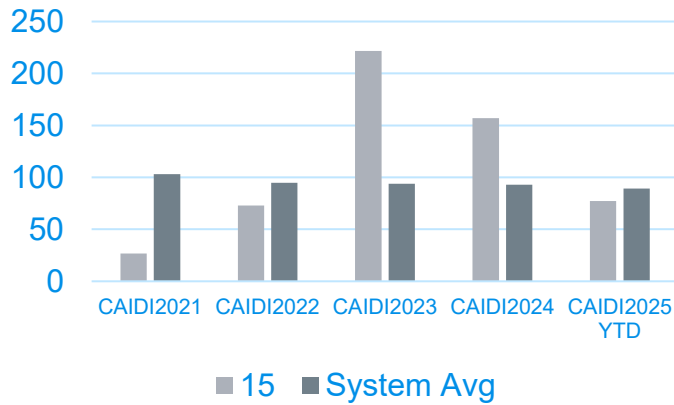
# Circuit maps and reliability metrics

## 4. Circuit 15

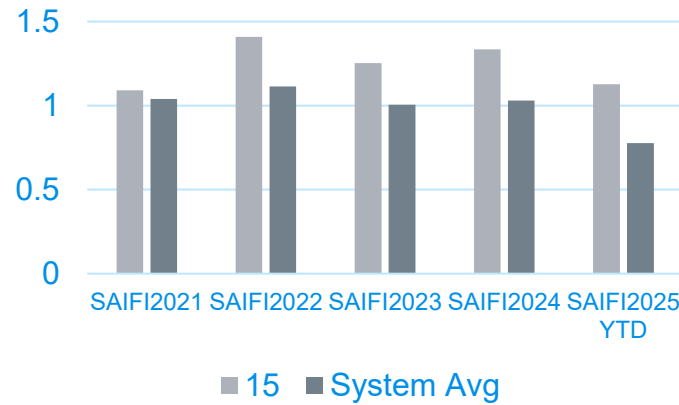
Year/Metric	CAIDI	CI	CMI	SAIDI	SAIFI
2021	26.71	2,185	58,351	29.1	1.090
2022	72.89	2,802	204,229	102.77	1.409
2023	221.57	2,483	550,162	277.43	1.253
2024	157.00	2,650	416,037	209.61	1.334
2025	77.32	2,226	172,105	87	1.127



### 15 CAIDI



### 15 SAIFI



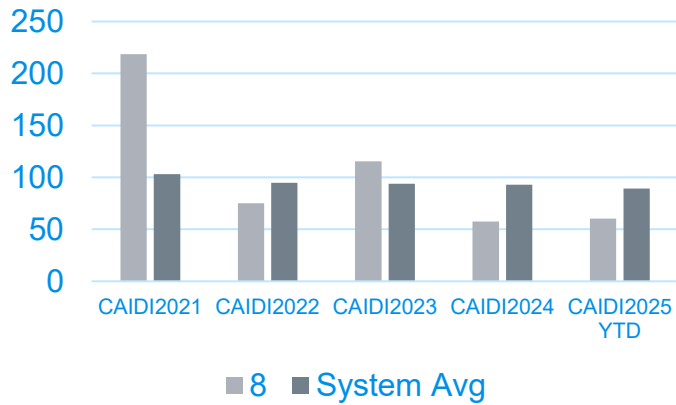


# Circuit maps and reliability metrics

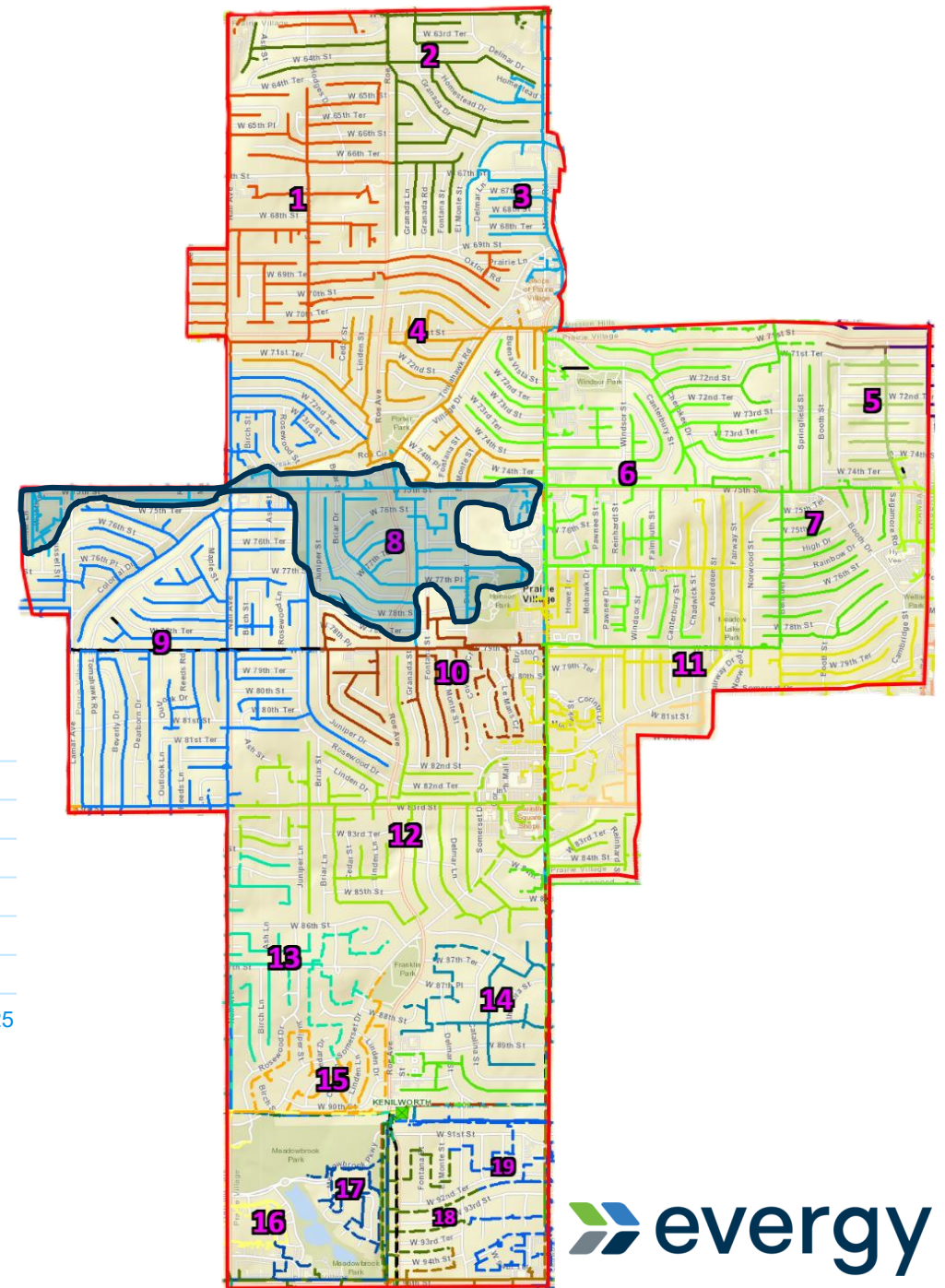
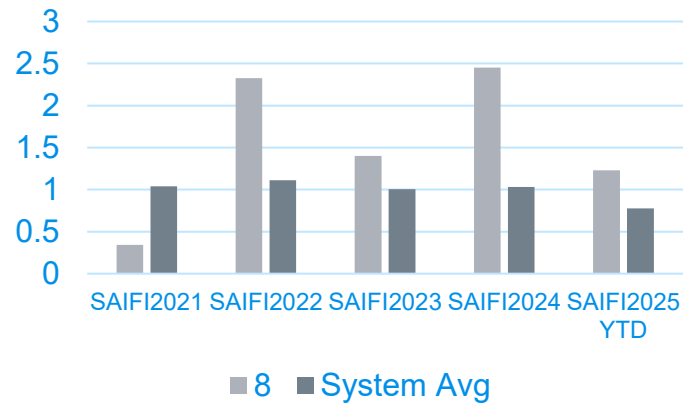
## 5. Circuit 8

Year/Metric	CAIDI	CI	CMI	SAIDI	SAIFI
2021	218.62	375	81,982	72.35	0.341
2022	75.14	2,510	188,596	174.45	2.326
2023	115.53	1,507	174,110	161.6	1.400
2024	57.67	2,626	151,447	141.48	2.453
2025	60.27	1,323	79,733	74.01	1.228

### 8 CAIDI



### 8 SAIFI





# Distribution Asset Management - Annual Programs

- ❑ **Distribution Pole Replacement or Reinforcement Program:** This program focuses on replacing or reinforcing wooden poles that are at increased risk of failure as determined by annual intrusive wood pole inspections.
- ❑ **Worst Performing Circuit Program:** Program that addresses reliability issues based on regulatory standards per KCC.
- ❑ **Proactive Cable Replacement/Rehabilitation Program:** Program that targets direct buried underground residential distribution (URD) primary cables that are shown to have elevated risk of failure.
- ❑ **Customers Experiencing Multiple Interruptions (CEMI):** Capital program focused on making repairs and improvements for customers experiencing six or more interruptions over a 12-month period.
- ❑ **Distribution Lateral Improvements:** Capital program focused on lateral improvements targeting aging infrastructure, excessive outage events, and customer complaints generated from these events.
- ❑ **Manhole Top Replacements:** Capital program focused on degraded underground manhole ceilings identified during the detailed manhole inspections.



# Distribution Asset Management - Resiliency/Reliability Driven Planned Capital Project

- ❑ Installation of a new ductbank from Kenilworth substation to 79th and Mission Rd. completed in 2024
  - 2022-2024: Three circuits (14, 7, and 10) were moved to the new ductbank. This consisted of pulling approximately 2.5 miles of new cable through the ductbank for each circuit. (Estimated cost \$1.5-2M per circuit)
  - 2025: Relocating another circuit to the new ductbank. (Estimated cost \$1.5-2M)
  - 2026: Planning to move 11, 6, and 3 to the new ductbank. Pulling 2.5 miles of new cable (Estimated at \$5-6M).
- ❑ Planned 2025 capital project to improve reliability on WPC 7
  - Investing \$175k to install two new reclosers and update software/communication network on another recloser
- ❑ Pole Inspections: One circuit being inspected in November of 2025 and another circuit in 2026
- ❑ Detailed Manhole inspections to assess structural and electrical integrity of UG Feeder assets. (\$100k)
- ❑ 4kV to 12kV conversion and Solid Copper Conductor rebuild for area of 71st to 75th and Cherokee Dr. (Estimated cost \$1.5M-2M)
- ❑ Lateral Improvement
  - 6 lateral work orders being designed and planned for construction in 2026 (Estimated cost \$650k)
- ❑ 6,300 feet of Proactive Urban Residential Distribution (URD) cable replacement. (Estimated cost \$1.5M)
- ❑ Additional URD Partial Discharge testing on Kenilworth and Roeland Park circuits. (Dependent on need; have already tested nearly 50% of cable within Prairie Village between 2014 and 2018; instituted new replace upon failure strategy in June 2020.)
- ❑ UG Manhole Remediation and conductor replacements. (Estimated cost \$3M)

 Q&A



**PRAIRIE VILLAGE**  
KANSAS

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
NOVEMBER 3, 2025**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 3, 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, Inga Selders, Ron Nelson, Lori Sharp, Chi Nguyen, Dave Robinson, Tyler Agniel, Greg Shelton, Ian Graves and Terrence Gallagher. Staff present: Eric McCullough, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Boom, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Cindy Volanti, Human Resource Manager; Ashley Freburg, Public Information Officer/Deputy City Clerk; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**Mr. Nelson made a motion to approve the agenda as presented. The motion was seconded by Mr. Shelton and passed 10-0.**

**INTRODUCTION OF STUDENTS AND SCOUTS**

There were no students or scouts present at the meeting.

**PRESENTATIONS**

- Chief Steve Chick gave a third quarter report for Consolidated Fire District #2, and shared updates from the department.
- Ms. Nguyen read a proclamation declaring November as Native American Heritage Month, as well as an acknowledgement noting that the land on which Prairie Village was located once belonged to several native tribes.

*\*Councilmember Reddell joined via Zoom during to public participation.*

**PUBLIC PARTICIPATION**

- Jim Rossberg, Ward 1, shared his thoughts about the upcoming city council election



**PRAIRIE VILLAGE**  
KANSAS

- The following individuals expressed their support for the community climate action plan:
  - Rick Wohlfarth, Ward 4
  - Margaret Thomas, Ward 5
  - Brynn Bettenhouse, Ward 1
  - Penny Mahon, Ward 4
  - Piper Reimer, Ward 4
  - Ed Stevenson, Ward 5
- The following individuals expressed their support for the community climate action plan as well as funding to solicit a public arts master plan:
  - Mary O’Leary, Ward 3
  - Anne Melia, Ward 6
  - Robert Bloodwhite, Ward 6
  - Amy Bagnall, Ward 6
- Abby Magariel, Ward 1, noted her support for funding to solicit a public arts master plan
- Rob Kohl, Ward 2, stated that city services were not at the level that councilmembers made them out to be
- Pam Justus, Ward 6, shared quotes from councilmembers that she felt were dishonest
- Eric Goldsborough, Ward 5, expressed his opposition to the abandon form of government question that would appear on the November 4 election ballot
- Ted Fritz, Ward 2, said that he felt voters should have the opportunity to vote on approval of the community climate action plan and funding to solicit a public arts master plan
- Anna Gepson, Ward 2, stated that tearing down existing homes had a significant impact on the environment and the Johnson County landfill
- Barbara Cantrell, Ward 4, said that the October 20 meeting minutes were incorrect in describing how the agenda was amended

*\*Councilmember Selders and Councilmember Sharp left the meeting during the period in which the council responded to public comment.*

**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 - October 20, 2025
2. Consider reappointment of city municipal judges and prosecutor
3. Consider changes to employee handbook
4. Consider approval of an amendment to the Prairie Village Police Pension Plan to allow sworn police officers the opportunity to purchase service credit for previous law enforcement positions



Mr. Dave Robinson made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 10-0.

*\*Councilmember Cole Robinson was not at the dais when the roll call vote was taken.*

### **COMMITTEE REPORTS**

- Environmental Committee
  - Consider adoption of the community climate action guide

In October 2021, the city signed on to the “Cities Race to Zero”, a global campaign backed by the United Nations targeting a 50% reduction in greenhouse gas emissions by 2030, with a goal of delivering a healthier, fairer, net zero carbon world for all.

During the 2023 budget process, the city council committed \$50,000 to implement a sustainability program to meet the challenges of the climate crisis. Following an RFP process, KERAMIDA was selected based on a strong understanding of Prairie Village’s needs, professional background and resources, breadth of consulting services able to be provided, and fees.

KERAMIDA completed a municipal greenhouse gas inventory for the years 2018-2022 and developed a municipal climate action plan that outlined emission reduction pathways with strategies to meet the 2030 reduction targets, with the ultimate goal of net zero by 2050. The council adopted the plan in October 2023.

During the 2024 and 2025 budget processes, the council again committed funds to implement sustainability programs. Late in 2024, KERAMIDA began work on a community climate action guide as a companion piece to the municipal climate action plan. The guide would offer practical ideas, resources, and support for residents and businesses in Prairie Village to adopt sustainable habits and technologies that could lower utility costs and boost public health.

At the October 20, 2025 city council meeting, KERAMIDA gave a presentation outlining the details of the community climate action guide. After discussion, the city council voted to consider approval of the guide at its November 3 meeting.

Mr. Shelton noted that he had worked with Councilmember O’Toole to address his concerns that certain items in the guide used the word “require” when describing actions residents could take.



**Mr. Shelton made a motion to amend pages 30-34 of the community climate action plan to replace all uses of the words “require” or “partner” with the word “encourage”, with the exception of Action ID EE6 on page 32, for which the word “partner” with Building Energy Exchange KC for programming would be changed to “utilize”. Mr. Graves seconded the motion, which passed 11-0.**

- Arts Council
  - Consider approval of funding to solicit a public arts master plan

Mr. Graves noted that the item was originally scheduled for the October 20, 2025 meeting and was removed from the agenda until a later date unspecified in the motion. Mr. Graves and Mr. Robinson requested it be added to the November 3 agenda.

In 2023, the city council supported the creation of a public arts fund to generate additional public art throughout the community. Each year since then, the fund received a contribution from the transient guest tax fund (TGT) to be spent on public art. Council Policy 63 outlined a procedure for the purchase of public art including potential funding options, purchasing mechanisms, purchasing approval, and placement of art. Mr. Graves said that the procedures were a collaborative process between the arts council, parks and recreation committee, and city council.

Since that time, the arts council began developing a plan for the roll out of a public arts program while building a balance in the public arts fund, which totaled \$50,131 as of September 1, 2025. Mr. Graves said that a public arts master plan would help the arts council and community develop and roll out a successful public art program, and would include public engagement and a comprehensive funding plan for public art which could include both public and private dollars.

Mr. Graves said the arts council was requesting additional TGT funding to support the cost of the plan, which was estimated to be \$30,000 - \$40,000. He noted that the TGT fund was projected to have an unallocated balance of \$249,245 by the end of 2025 due to revenues exceeding expectations, and unspent allocations from prior years. The arts council would contribute its \$10,000 2026 public arts fund allocation and would request the remaining balance come from the TGT fund balance. If approved, the arts council, along with a team of staff, would begin the solicitation process to identify a third party professional group to develop the public arts master plan.

**Mr. Graves made a motion to approve funding to initiate a public arts master plan as presented. Mr. Cole Robinson seconded the motion.**



## PRAIRIE VILLAGE KANSAS

Ms. Lee noted that the funding request was just the first step of the process, and that the project would likely take a year to complete. Once completed, the finished product would be presented to council for approval. She added that the master plan could help increase private funding for the arts in Prairie Village.

Ms. Sharp asked why the master plan was not included during the annual budget preparation. Ms. Lee said that it should have been discussed as a decision package, but that the plan came together after the budget had been finalized. She stated that arts council wanted to get started on the project as soon as possible, rather than waiting until the 2026 budget process.

**After further discussion, a roll call vote was taken with the following votes cast: “aye”: C. Robinson, Selders, Nelson, Sharp, Nguyen, D. Robinson, Agniel, Shelton, Reddell, Graves, Gallagher. The motion passed 11-0.**

- Ms. Nguyen stated that there would be an environmental justice town hall at the Meadowbrook Park clubhouse on November 5. She also noted that the dedication of an interpretive panel at Porter Park would take place on November 8.
- Mr. Gallagher said that the 75<sup>th</sup> Anniversary subcommittee for a 5K race had met to begin planning for the event. He added that registration for the gingerbread house decorating party on December 7 had opened.

### MAYOR’S REPORT

- The Mayor shared information about events that had taken place since the previous council meeting:
  - A police department promotion ceremony
  - A meeting with Price Brothers to discuss a proposal for the old YMCA property
  - A Global Ties meeting with students from France and French territories
  - The Johnson County NAACP annual freedom fund event
- The Mayor also noted the following:
  - The lawsuit against the city regarding the issuance of bonds for the construction of a new city hall had been dismissed by a federal judge
  - The Prairie Village Foundation voted to allocated \$6,000 to the Shawnee Mission School District to cover the cost of food for students that had lost SNAP benefits due to the ongoing government shutdown
  - The publication of the city’s third quarter financial report
  - The Mayor’s Holiday Tree Lighting fundraiser would be held on December 4 at the Corinth Shops

### STAFF REPORTS



**PRAIRIE VILLAGE**  
KANSAS

- Mr. Jordan stated that the November plan of action was included in the meeting packet
- Ms. Lee and Chief McCullough provided an update on construction noise and violations at teardown/rebuild construction sites, noting that enhanced enforcement began in July. Ms. Lee displayed a sign developed by staff that was required to be placed at all construction sites listing city construction regulations in both English and Spanish. She also provided the following summary of enforcement of noise complaints:
  - From 1/1/2025 - 7/6/2025, there were 20 complaints of construction noise before or after allowable time. Of those complaints, code enforcement officers issued 17 warnings, and found no violations in three.
  - Since enhanced enforcement began on July 7 and through September 15, 11 construction noise complaints were received, of which three were issued verbal warnings, three were issued citations, and no violations were found in five. Of the citations, one had gone through the municipal court process and paid a fine of \$273.50, and the other two had not had their court dates yet.

Ms. Lee stated that there were 107 active teardown/rebuild projects in the city. She also noted that staff was in the process of reviewing 2024 building codes with the goal of adopting them in the spring of 2026.

Chief McCullough said that there were three additional sites that had received citations since the data in the agenda packet had been collected.

- Mr. Schwartzkopf acknowledged Human Resource Manager Cindy Volanti for sharing her knowledge at multiple regional conferences. He also shared information about FEMA reimbursement for a storm that caused substantial damage in the city in July 2023. After significant effort by many staff members, the city received a reimbursement check of \$517,000 in October.
- Chief McCullough said that Officer Dittmore would be receiving a lifesaving award by the Metro Chiefs and Sheriffs Association. He also noted that Shop with a PV Cop would take place on December 10.

**OLD BUSINESS**

There was no old business to come before the council.

**NEW BUSINESS**

**COU2025-44**

**Consider adoption of Resolution 2025-09 establishing 2026 employee compensation ranges**



Ms. Volanti said that the city annually adopted a resolution adjusting salary ranges for all positions based on market data from both the national level and the Kansas/Missouri region. When developing the 2026 budget, staff utilized a 1.5% range adjustment to maintain the city's competitiveness with the labor market, protect its ability to compete for skilled employees, and maintain ranges adequately to minimize increases and/or adjustments to the compensation study that was completed in 2022.

She added that the Aquatics and Recreation Supervisor position would be reclassified from part-time to full-time status to provide enhanced programs and services for the community programs department.

**Mr. Shelton made a motion adopt Resolution 2025-09, establishing the 2026 compensation ranges, including a 1.5% increase. The motion was seconded by Mr. Agniel and passed 11-0.**

**Mr. Nelson made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Shelton and passed 11-0.**

**COUNCIL COMMITTEE OF THE WHOLE**

**COU2025-45      Consider contract with CivicPlus for website redesign & content management system and for agenda & meeting management system**

Ms. Freburg said that during the 2026 budget-building process, the city council approved funds for two connected projects: a website redesign and an agenda and meeting management system.

In researching each project, staff identified CivicPlus, based out of Manhattan, KS, as a provider that offered a website solution and agenda management system that integrated well. Ms. Freburg noted that CivicPlus was also the only provider with an agenda and meeting management solution that integrated with Municode's online code hosting platform, which the city began using in 2020.

The goal of the website redesign is to focus on creating a website with intuitive navigation and a responsive design that is easy to navigate from a mobile device or a desktop. CivicPlus and city staff will work to ensure the site is fully ADA compliant to bring Prairie Village into alignment with a 2024 Department of Justice ruling that all government websites must be fully accessible by 2026 or 2027, depending on population size.

The goal of the agenda and meeting management software project is to streamline processes and improve transparency. Once complete, the CivicPlus solution will feature a search function that allows users to search the municipal code, website, agenda packets and social media all with a single action. The agenda and meeting management system



will also provide one website location for residents to find committee agendas and minutes in addition to city council agendas and minutes.

Ms. Freburg said that staff first solicited quotes for the project in 2021 when Sire, the agenda management system used by staff at the time, was retired. The project did not move forward in 2021 because the desired integrations between website and agenda systems did not exist. The 2025 quote from CivicPlus is lower than the quotes received from various vendors in 2021, and the annual website fee is consistent with the fee paid to the city's current website provider. Because staff is specifically interested in integrations that are unique to CivicPlus, other bids were not solicited. A sole source letter, further explaining the unique integrations, was included in the agenda packet.

The 2026 budget includes \$68,000 for the projects. If a contract is approved prior to the end of the year, the total contract price for both projects is \$58,184, representing savings of \$16,800 from the standard list price. The fee for the second year is \$26,726, with a 5% annual increase in future years.

**Mr. Graves made a motion to recommend approval of the contract with CivicPlus for website redesign & content management system and for agenda & meeting management system to the city council. The motion was seconded by Mr. Dave Robinson.**

Ms. Sharp asked what populations would benefit from the new website's accessibility features. Ms. Freburg noted it would help individuals with low visibility and low mobility, among others.

**After further discussion, the motion passed 11-0.**

**COU2025-46          Consider approval of the governing body handbook**

Mr. Schwartzkopf said that as part of the orientation of new councilmembers, staff provided a substantial amount of information related to their role on the governing body. Staff and council discussed developing a handbook to aid with orientation as well as a resource for governing body members to use in the future.

Mr. Schwartzkopf noted that three corrections would be made to the draft that was presented in the packet:

1. Clarify that health insurance is fully paid by councilmembers - page 5
2. Special meetings must be requested by three councilmembers - page 5
3. When a vacancy occurs in the office of mayor, the council president shall succeed to the office until the city council elects a new mayor to serve until the next regular mayoral election - page 11



**PRAIRIE VILLAGE**  
KANSAS

**Mr. Graves made a motion to recommend approval of the governing body handbook. The motion was seconded by Mr. Agniel.**

Ms. Nguyen suggested adding details about the role of each staff position to help direct new councilmembers to the correct staff member when they had questions.

**Mr. Graves made a friendly modification of his motion to include Ms. Nguyen's suggested addition. Mr. Agniel agreed to the change.**

**After further discussion, the motion passed 11-0.**

**Mr. Graves moved that the city council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Dave Robinson and passed 11-0.**

Prior to adjournment, Mr. Jordan asked for a moment of silence for a child that died as a result of an traffic accident recently in Leawood, KS.

#### **ANNOUNCEMENTS**

Announcements were included in the council meeting packet.

#### **ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 8:18 p.m.

Adam Geffert  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

November 17, 2025

**Copy of Ordinance  
3056**

Ordinance Page No. \_\_\_\_\_

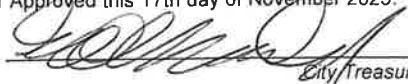
An Ordinance Making Appropriate for the Payment of Certain Claims.  
Be it ordained by the governing body of the City of Prairie Village, Kansas.

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
<b>EXPENDITURES:</b>			
Accounts Payable			
33851-33867	10/3/2025	36,990.43	
33868-33945	10/10/2025	1,307,060.03	
33946-33955	10/17/2025	206,293.87	
33956-34015	10/24/2025	758,324.34	
34016-34027	10/31/2025	165,956.03	
Payroll Expenditures			
10/3/2025		520,644.94	
10/17/2025		485,844.38	
10/31/2025		469,876.61	
Electronic Payments			
Electronic Pmnts	10/1/2025	14,143.35	
	10/2/2025	7,540.03	
	10/6/2025	9,088.00	
	10/13/2025	24.45	
	10/14/2025	4,718.03	
	10/15/2025	727.53	
	10/17/2025	1,728.96	
	10/31/2025	49,128.43	
<b>TOTAL EXPENDITURES:</b>			4,038,089.41
Voided Checks	Check #	( Amount )	
<b>TOTAL VOIDED CHECKS:</b>			
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>4,038,089.41</b>

Section 2. That this ordinance shall take effect and be in force from and after its passage.  
Passed this 17th day of November 2025.

Signed or Approved this 17th day of November 2025.

ATTEST:   
City Treasurer

ATTEST:   
Finance Director

Payroll Date:	10/3/2025
Total Amount ADP Debited From PV Accounts	\$ 424,161.33
M,N-(K) KPERS Employer	\$ 25,339.11
(K) KPERS Employee	\$ 14,195.60
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 23,650.56
(L) DC457 Employee Contribution	\$ 16,020.25
(LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 9,285.04
(P) POLPEN Police Pension Employee	\$ 6,337.75
	<u>\$ 520,644.94</u>

Payroll Date:	10/17/2025
Total Amount ADP Debited From PV Accounts	\$ 393,032.24
M,N-(K) KPERS Employer	\$ 24,300.28
(K) KPERS Employee	\$ 13,613.60
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	\$ 210.36
M,N-(L) 457ER Employer	\$ 23,097.48
(L) DC457 Employee Contribution	\$ 15,086.66
(LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,821.23
(P) POLPEN Police Pension Employee	\$ 6,237.59
	<u>\$ 485,844.38</u>

Payroll Date:	10/31/2025
Total Amount ADP Debited From PV Accounts	\$ 379,144.45
M,N-(K) KPERS Employer	\$ 24,221.44
(K) KPERS Employee	\$ 13,569.46
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	\$ 22,205.64
(L) DC457 Employee Contribution	\$ 14,685.34
(I) (LI) CITYPD Employer Contribution	\$ 1,444.94
(457) Roth Employee Contribution	\$ 8,475.91
(P) POLPEN Police Pension Employee	\$ 6,129.43
	<u>\$ 469,876.61</u>

# Accounts Payable

## Checks by Date - Summary by Check Date



**PRAIRIE VILLAGE**  
THE STAR OF KANSAS

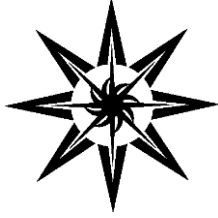
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	9	Evergy - KCPL - ACH	10/01/2025	0.00	12,004.38
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	10/01/2025	0.00	2,138.97
Total for 10/1/2025:				0.00	14,143.35
ACH	9	Evergy - KCPL - ACH	10/02/2025	0.00	7,540.03
Total for 10/2/2025:				0.00	7,540.03
33851	3511	Nora Cooper	10/03/2025	0.00	5,292.00
33852	2007	Michelle DeCicco	10/03/2025	0.00	1,653.00
33853	256	Electronic Technology Inc	10/03/2025	0.00	8,477.04
33854	2898	Evergy - KCPL	10/03/2025	0.00	915.76
33855	3922	Fidelity Security life Insurance Company	10/03/2025	0.00	932.57
33856	3781	Frank P. Gilman, PA	10/03/2025	0.00	2,868.00
33857	2723	Insight Public Sector Inc	10/03/2025	0.00	65.59
33858	1230	J&J Printing Inc	10/03/2025	0.00	761.70
33859	41	Kansas Gas Service	10/03/2025	0.00	471.87
33860	3573	Keramida Environmental Inc	10/03/2025	0.00	7,100.00
33861	4066	Alexa Lainez	10/03/2025	0.00	300.00
33862	213	Legal Record	10/03/2025	0.00	30.98
33863	2994	Stuart J Little	10/03/2025	0.00	3,125.00
33864	4068	Lilian Valdez Shipps	10/03/2025	0.00	2,209.60
33865	2240	Karen L Torline	10/03/2025	0.00	1,575.00
33866	1042	Verizon Wireless	10/03/2025	0.00	1,000.43
33867	111	WaterOne	10/03/2025	0.00	211.89
Total for 10/3/2025:				0.00	36,990.43
ACH	311	ADP Electronic Debit	10/06/2025	0.00	9,088.00
Total for 10/6/2025:				0.00	9,088.00
33868	2265	All City Management Services Inc	10/10/2025	0.00	5,475.96
33869	2330	Allied Services LLC	10/10/2025	0.00	429.80
33870	534	Arbor Masters Tree & Landscape	10/10/2025	0.00	16,280.00
33871	4047	Matt Beckmann	10/10/2025	0.00	2,500.00
33872	2834	Bledsoe's Equipment Inc	10/10/2025	0.00	576.15
33873	3089	Bob Allen Ford Inc	10/10/2025	0.00	582.81
33874	2182	BT&T Drilling & Boring LLC	10/10/2025	0.00	8,925.00
33875	428	Camp David Inc	10/10/2025	0.00	620.00
33876	54	Central Salt, LLC	10/10/2025	0.00	18,964.99
33877	3110	City Wide Maintenance Company Enterpris	10/10/2025	0.00	11,240.00
33878	2512	Clark Enersen Partners Inc	10/10/2025	0.00	257,508.82
33879	794	Clinical Associates PA	10/10/2025	0.00	550.00
33880	3568	Consolidated Fire District 2	10/10/2025	0.00	725.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
33881	367	Croft Trailer Supply Inc	10/10/2025	0.00	112.95
33882	2024	Custom Lighting Services LLC	10/10/2025	0.00	7,062.00
33883	158	Delta Dental of Kansas	10/10/2025	0.00	6,749.27
33884	2603	Mark T Duffy	10/10/2025	0.00	118.00
33885	245	Easy Ice LLC	10/10/2025	0.00	320.46
33886	2874	EE Reimbursement	10/10/2025	0.00	66.00
33887	3721	EE Reimbursement	10/10/2025	0.00	222.00
33888	3858	EE Reimbursement	10/10/2025	0.00	178.00
33889	3969	EE Reimbursement	10/10/2025	0.00	44.00
33890	256	Electronic Technology Inc	10/10/2025	0.00	351.38
33891	2980	Enterprise FM Trust	10/10/2025	0.00	18,562.41
33892	3453	Fast N Friendly LLC	10/10/2025	0.00	1,070.85
33893	88	First Call	10/10/2025	0.00	1,178.34
33894	3696	Fisher, Patterson, Saylor, & Smith, L.L.P.	10/10/2025	0.00	1,980.00
33895	404	Foster Bros Wood Products Inc	10/10/2025	0.00	1,885.50
33896	1898	Global Retail Investors LLC	10/10/2025	0.00	200,000.00
33897	1899	Global Retail Investors LLC	10/10/2025	0.00	170,000.00
33898	86	Goodyear Auto Service Center	10/10/2025	0.00	2,610.40
33899	384	GT Distributors	10/10/2025	0.00	791.00
33900	342	Holliday Sand & Gravel	10/10/2025	0.00	336.00
33901	3632	Holmes Murphy and Associates	10/10/2025	0.00	11,250.00
33902	3763	Hunter Law Group, P.A.	10/10/2025	0.00	10,180.50
33903	2841	Inland Truck Parts Company	10/10/2025	0.00	795.17
33904	2316	Integrity Locating Services LLC	10/10/2025	0.00	7,086.15
33905	3472	J Webb Inc	10/10/2025	0.00	47.50
33906	1230	J&J Printing Inc	10/10/2025	0.00	2,280.70
33907	3732	K&M Office Products Inc	10/10/2025	0.00	2,119.20
33908	3570	Kansas CareNow Urgent care	10/10/2025	0.00	95.00
33909	2335	Kansas One-Call System Inc	10/10/2025	0.00	629.09
33910	1168	Kaw Valley Engineering Inc	10/10/2025	0.00	1,742.50
33911	4024	KC Can Compost	10/10/2025	0.00	1,224.00
33912	97	Lawrence Pest Control Company Inc	10/10/2025	0.00	600.00
33913	205	Lawson Products	10/10/2025	0.00	1,453.02
33914	213	Legal Record	10/10/2025	0.00	30.98
33915	92	Lexington Plumbing and Heating Company	10/10/2025	0.00	420.00
33916	3302	Linde Gas & Equipment inc	10/10/2025	0.00	97.49
33917	3873	LKQ Mid-America Auto Parts	10/10/2025	0.00	209.98
33918	2637	Miller Tool Inc	10/10/2025	0.00	585.00
33919	2039	MJV-A LLC	10/10/2025	0.00	48.00
33920	3376	Mynatt Truck & Equipment Co Inc	10/10/2025	0.00	82.72
33921	100	O'Dell Service Company Inc	10/10/2025	0.00	350.03
33922	2072	Olsson Associates	10/10/2025	0.00	1,506.67
33923	27	Overland Park City Of Attn: Finance	10/10/2025	0.00	3,703.71
33924	369	Overland Park Garden Center Inc	10/10/2025	0.00	161.95
33925	277	PB Hoidale Co Inc	10/10/2025	0.00	185.00
33926	3657	Project Advocates LLC	10/10/2025	0.00	10,166.18
33927	4067	Todd Race	10/10/2025	0.00	2,500.00
33928	3222	Marsha Ratzel	10/10/2025	0.00	297.00
33929	73	SBCO	10/10/2025	0.00	281.00
33930	3204	Jessica Sight	10/10/2025	0.00	1,807.50
33931	2667	SiteOne Landscape Supply Holding LLC	10/10/2025	0.00	4,577.71
33932	2565	Snap-On Inc	10/10/2025	0.00	3,054.26
33933	374	Suburban Lawn & Garden Inc	10/10/2025	0.00	260.37
33934	172	Sumner One	10/10/2025	0.00	1,903.03
33935	279	Sunflower Equipment LLC	10/10/2025	0.00	940.02
33936	2246	Superior Bowen Asphalt Company LLC	10/10/2025	0.00	402,799.50
33937	2597	The Employer's Resource	10/10/2025	0.00	1,500.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
33938	2568	TREKK Design Group LLC	10/10/2025	0.00	15,218.40
33939	2047	United Rentals (North America) Inc	10/10/2025	0.00	412.00
33940	1103	United States Postal Service	10/10/2025	0.00	740.00
33941	3034	Verizon	10/10/2025	0.00	146.35
33942	1042	Verizon Wireless	10/10/2025	0.00	3,161.46
33943	20	Tara Wakefield	10/10/2025	0.00	95.80
33944	2243	WCI Inc	10/10/2025	0.00	71,311.50
33945	99	Work Zone Inc	10/10/2025	0.00	986.50
Total for 10/10/2025:				0.00	1,307,060.03
ACH	310	Kansas Department of Revenue - "online pa	10/13/2025	0.00	24.45
Total for 10/13/2025:				0.00	24.45
ACH	9	Evergy - KCPL - ACH	10/14/2025	0.00	4,718.03
Total for 10/14/2025:				0.00	4,718.03
ACH	945	UMB Bank ACH	10/15/2025	0.00	727.53
Total for 10/15/2025:				0.00	727.53
ACH	841	Elavon	10/17/2025	0.00	235.28
ACH	841	Elavon	10/17/2025	0.00	1,493.68
33946	3902	All Copy Products VertiComm	10/17/2025	0.00	295.94
33947	2392	Allegiant Networks LLC	10/17/2025	0.00	2,112.59
33948	2330	Allied Services LLC	10/17/2025	0.00	173,137.92
33949	3759	Charter Communications Holdings, LLC	10/17/2025	0.00	137.78
33950	2666	Fiber Platform LLC	10/17/2025	0.00	700.00
33951	84	Johnson County Wastewater	10/17/2025	0.00	488.22
33952	700	Swartz Consulting LLC	10/17/2025	0.00	525.00
33953	439	Sysco of Kansas City	10/17/2025	0.00	8.14
33954	1103	United States Postal Service	10/17/2025	0.00	20,000.00
33955	111	WaterOne	10/17/2025	0.00	8,888.28
Total for 10/17/2025:				0.00	208,022.83
33956	4070	2nd Responder Upfitters, LLC	10/24/2025	0.00	5,270.93
33957	3219	4T Total Lawn Inc	10/24/2025	0.00	12,919.00
33958	2265	All City Management Services Inc	10/24/2025	0.00	5,876.64
33959	3257	All Inclusive Rec LLC	10/24/2025	0.00	1,347.50
33960	534	Arbor Masters Tree & Landscape	10/24/2025	0.00	2,600.00
33961	1618	Arrowhead Scientific Inc	10/24/2025	0.00	700.76
33962	2834	Bledsoe's Equipment Inc	10/24/2025	0.00	798.10
33963	3089	Bob Allen Ford Inc	10/24/2025	0.00	294.00
33964	790	Cellco Partnership	10/24/2025	0.00	329.32
33965	54	Central Salt, LLC	10/24/2025	0.00	5,410.41
33966	3759	Charter Communications Holdings, LLC	10/24/2025	0.00	138.02
33967	3110	City Wide Maintenance Company Enterpris	10/24/2025	0.00	158.00
33968	1131	Disko Promotions Inc	10/24/2025	0.00	406.69
33969	245	Easy Ice LLC	10/24/2025	0.00	880.24
33970	1118	EE Reimbursement	10/24/2025	0.00	220.00
33971	123	EE Reimbursement	10/24/2025	0.00	22.00
33972	2457	EE Reimbursement	10/24/2025	0.00	32.00
33973	2460	EE Reimbursement	10/24/2025	0.00	22.00

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
33974	2960	EE Reimbursement	10/24/2025	0.00	44.00
33975	2962	EE Reimbursement	10/24/2025	0.00	22.00
33976	2979	EE Reimbursement	10/24/2025	0.00	512.00
33977	3861	EE Reimbursement	10/24/2025	0.00	22.00
33978	3865	EE Reimbursement	10/24/2025	0.00	242.00
33979	3954	EE Reimbursement	10/24/2025	0.00	22.00
33980	415	EE Reimbursement	10/24/2025	0.00	108.10
33981	88	First Call	10/24/2025	0.00	224.46
33982	86	Goodyear Auto Service Center	10/24/2025	0.00	3,703.80
33983	1886	GPS Insight LLC	10/24/2025	0.00	239.70
33984	371	Grass Pad Inc	10/24/2025	0.00	29.88
33985	384	GT Distributors	10/24/2025	0.00	1,603.94
33986	342	Holliday Sand & Gravel	10/24/2025	0.00	84.00
33987	575	J&D Equipment Inc	10/24/2025	0.00	1,935.15
33988	1230	J&J Printing Inc	10/24/2025	0.00	144.75
33989	511	Johnson County Mental Health Center	10/24/2025	0.00	12,416.26
33990	84	Johnson County Wastewater	10/24/2025	0.00	4,492.61
33991	1688	KC Custom Signs	10/24/2025	0.00	2,485.00
33992	3126	KC Stone Works LLC	10/24/2025	0.00	2,087.00
33993	213	Legal Record	10/24/2025	0.00	78.89
33994	92	Lexington Plumbing and Heating Company	10/24/2025	0.00	681.00
33995	3729	LexisNexis Risk Data Management LLC	10/24/2025	0.00	859.33
33996	883	McAnany Construction Inc	10/24/2025	0.00	303,439.36
33997	1317	Midway Ford truck Center Inc	10/24/2025	0.00	230.25
33998	100	O'Dell Service Company Inc	10/24/2025	0.00	701.28
33999	369	Overland Park Garden Center Inc	10/24/2025	0.00	1,618.51
34000	2744	Pro Circuit Inc	10/24/2025	0.00	320.00
34001	3657	Project Advocates LLC	10/24/2025	0.00	10,166.18
34002	1007	Rejis Commission	10/24/2025	0.00	1,398.07
34003	3982	Rush Truck Centers of Kansas, Inc.	10/24/2025	0.00	237.85
34004	102	Safety-Kleen Systems Inc	10/24/2025	0.00	2,087.13
34005	4071	Shawnee City Of	10/24/2025	0.00	636.00
34006	2667	SiteOne Landscape Supply Holding LLC	10/24/2025	0.00	1,378.50
34007	3772	Stock Enterprises LLC	10/24/2025	0.00	6,353.94
34008	374	Suburban Lawn & Garden Inc	10/24/2025	0.00	262.37
34009	2568	TREKK Design Group LLC	10/24/2025	0.00	8,045.65
34010	3103	TWAS Topco LP	10/24/2025	0.00	424.00
34011	2047	United Rentals (North America) Inc	10/24/2025	0.00	412.00
34012	304	Vance Brothers LLC	10/24/2025	0.00	255,884.37
34013	1237	Viking-Cives Midwest Inc	10/24/2025	0.00	94,416.00
34014	737	West Publishing Corp	10/24/2025	0.00	762.41
34015	269	WW Grainger Inc	10/24/2025	0.00	86.99
			Total for 10/24/2025:	0.00	758,324.34
ACH	945	UMB Bank ACH	10/31/2025	0.00	49,128.43
34016	3380	All Copy Products Inc	10/31/2025	0.00	234.24
34017	156	Blue Cross Blue Shield of Kansas City	10/31/2025	0.00	146,140.11
34018	605	Columbia Capital Management LLC	10/31/2025	0.00	9,065.13
34019	3922	Fidelity Security life Insurance Company	10/31/2025	0.00	949.20
34020	3595	Mark Kaufman	10/31/2025	0.00	18.95
34021	213	Legal Record	10/31/2025	0.00	78.30
34022	2958	Midwest Shredding Service LLC	10/31/2025	0.00	130.00
34023	2141	Pre-Paid Legal Services Inc	10/31/2025	0.00	587.15
34024	3947	Renaissance Life and Health Insurance Co	10/31/2025	0.00	6,677.51
34025	72	Staples Business Advantage	10/31/2025	0.00	321.78
34026	172	Summer One	10/31/2025	0.00	1,547.75

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34027	111	WaterOne	10/31/2025	0.00	205.91
Total for 10/31/2025:				0.00	215,084.46
Report Total (187 checks):				0.00	2,561,723.48



## ADMINISTRATION CONSENT AGENDA

Council Meeting Date: November 17, 2025

### Consider Memorandum of Agreement with Little Government Relations for government relations and lobbying services in 2026

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#### **BACKGROUND**

In early 2020, the City Council authorized an agreement with Little Government Relations (LGR) for government relations and lobbying services. The contract was renewed each year between 2021-2025. Since 2020, Little Government Relations provided these services for the City, which included legislative updates, drafting and providing in-person testimony, and briefing staff and the Council on important issues that will have an impact on cities in Kansas. LGR's services include weekly written updates and conference calls during the legislative session and monthly written updates during the non-session period.

City staff is recommending continuing the City's relationship with Little Government Relations in 2026. The annual cost of services for 2026 is \$12,500 (same rate as 2025). It is paid in four quarterly installments of \$3,125. This cost is anticipated in the 2026 contractual services budget.

#### **RECOMMENDATION**

Make a motion to approve a Memorandum of Agreement with Little Government Relations for government relations and lobbying services in 2026.

#### **ATTACHMENTS**

Memorandum of Agreement with LGR

#### **PREPARED BY**

Nickie Lee  
Deputy City Administrator  
Date: November 3, 2025

# Memorandum of Agreement

## 1. Parties to Agreement

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

## 2. Services to be Provided:

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

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

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

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

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

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

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

## 3. Coalition.

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

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

3. Independent Contractor

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

4. Compliance with Applicable Statutes and Rules and Regulations

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

5. Terms of Agreement

This contract shall be in effect for the period beginning January 1, 2026 and ending December 31, 2026.

6. Compensation

LGR shall receive the sum of twelve thousand five hundred dollars (\$12,500.00) for services provided under this agreement, payable in four quarterly payments in the amount of three thousand one hundred and twenty-five dollars (\$3,125.00), due after January 1, April 1, July 1 and October 1 upon receipt of an invoice from LGR. LGR may be reimbursed for documented expenses approved by the administrator or chief elected member in advance.

7. Liability Insurance

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

8. Termination.

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

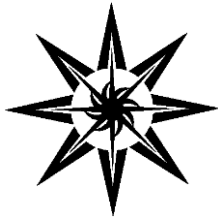
This contract encompasses all written and oral agreements of the parties and is entered into this \_\_\_\_\_ day of November 2025.

\_\_\_\_\_  
Stuart J. Little, Ph.D.

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

\_\_\_\_\_  
Wes Jordan

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



## PUBLIC WORKS DEPARTMENT

Consent Agenda: November 17, 2025

### CONSIDER DESIGN AGREEMENT WITH TREKK DESIGN GROUP FOR THE DESIGN OF ROE AVENUE, 63RD STREET TO 83RD STREET (ROAV0008 2026 CARS)

#### RECOMMENDATION

Move to approve the design agreement with TREKK Design Group LLC for the design and of the 2026 CARS project, Roe Avenue, 63<sup>rd</sup> Street to 83<sup>rd</sup> Street in the amount of \$49,984.00.

#### BACKGROUND

**Consultant Selection** Public Works requested proposals from firms to provide engineering services for Prairie Village for 2024, 2025, and 2026 in December 2023. The selection process consists of submitting proposals, ranking to select for interviews, conducting the interviews and selecting the consultant for the design work. Engineering services are selected based on qualifications. The selection committee consisted of members of the Governing Body, Councilmembers D. Robinson and O'Toole along with staff. TREKK Design Group LLC was selected as the City's design consultant for the CARS Program from the 3 firms interviewed.

**2026 CARS Project** The 2026 Project was approved by the Governing Body on April 7, 2025 when the 2026-2030 CARS program was presented. This agreement is for the design of the 2026 CARS project, Roe Avenue, 63<sup>rd</sup> Street to 83<sup>rd</sup> Street. This project consists of either a 2" surface mill and overlay or a UBAS (ultra thin lift bonded asphalt surface) treatment with new pavement markings and is not anticipated to include significant concrete repairs. The type of surface treatment will depend on the condition of the street segment. Plans will be developed this winter with construction in the spring of 2026.

#### FUNDING SOURCE

There is funding available in the ROAV0008 project in the 2025 CIP for design.

#### ATTACHMENTS

1. Agreement with TREKK Design Group

#### PREPARED BY

Melissa Prenger, City Engineer

November 10, 2025



**AGREEMENT FOR PROFESSIONAL ENGINEER**

**For**

**DESIGN SERVICES**

**Of**

**ROE AVENUE, 63RD STREET TO 83RD STREET - ROAV0008 (2026 CARS)**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, TREKK Design Group LLC, a corporation with offices at 1411 E 104<sup>th</sup> Street, Kansas City, Missouri, hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the improvements to Nall Avenue, 75<sup>th</sup> Street to 79<sup>th</sup> Street (NAAV0007 2024 CARS), hereinafter called the “**Project**”,

***AND WHEREAS***, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

***AND WHEREAS***, the City has the necessary funds for payment of such services,

***NOW THEREFORE***, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

**Article I City Responsibilities**

- A. Project Definition** The City is preparing to design and construct roadway and stormwater improvements on Mission Road as part of the CARS program.
- B. City Representative** The City has designated Melissa Prenger, City Engineer, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third-party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third-party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the Project which may include:
  - Johson County CARS Funding

## Article II Consultant Responsibilities

- A. **Professional Engineering Services** The Consultant shall either perform for or furnish to the City professional engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- B. **Prime Consultant** The Consultant shall serve as the prime professional Consultant for the City on this Project.
- C. **Standard Care** The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- D. **Consultant Representative** Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

## Article III Scope of Services

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
  1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
  2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
  3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
  4. Conduct field reconnaissance with City to evaluate and identify:
    - a. Design issues.
    - b. Need for drainage improvements.
    - c. Need for full depth pavement repairs.
    - d. Need for sidewalk replacement.
    - e. Location for new sidewalk.

- f. Need for curb and gutter replacement.
  - g. Need for and limits of driveway replacement.
  - h. Need for which type of ADA ramps.
  - i. Utility locations and conflicts.
  - j. Tree conflicts.
5. Perform topographic and field survey of identified project locations.
  6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
  7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
  8. Prepare preliminary construction plans (60%).
    - a. Project title sheet.
    - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
    - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
    - d. Typical sections.
    - e. Cross sections for streets with a detailed topographic survey.
    - f. City details drawings and other special details pertinent to the project.
    - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
  9. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
  10. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
  11. Perform field check with City.
  12. Schedule, prepare for and attend one (1) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
  13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
  14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
  15. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
  16. Prepare specification to supplement the 2018 Paving Program project manual for City review.
  17. Submit one half size set of final (95%) plans and specifications for City review.
  18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
  19. Prepare a final opinion of probable construction cost based on historical unit prices.
  20. Prepare construction plans for the project using the City's standard documents for the Paving

Program.

21. Provide to the City a spreadsheet of the construction quantities for each street and a total for the project.
22. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
23. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

#### **B. Construction Services Phase**

Construction services will be provided and include the following.

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.
2. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
3. Provide periodic consultation by telephone or email to assist with construction issues.
  - a. Consultation will be initiated by Client and/or Construction Representative.
  - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
  - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.
5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. Prepare final record drawings which reflect:
  - a. Minor design changes.
  - b. Changes made in the field by City representatives and are marked on the construction plan set.
7. Submit to the City electronic CAD files and TIFF images of the revised sheets.
8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

### **Article IV Time Schedule**

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. Default** Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for

any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Roe Avenue Design Phase	February 27, 2026
Roe Avenue Issued to Contractor	March 27, 2026

## Article V Compensation

- A. **Maximum Compensation** The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

Design (Roe, 63 to 83)	\$49,984.00
------------------------	-------------

- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

## Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
  4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
  5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees. **Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be

responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

- I. **Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- J. **Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- K. **Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- L. **Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- M. **Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- N. **Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- O. **Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

- P. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.
- Q. Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

**IN WITNESS WHEREOF:** the parties hereto have executed this Agreement to be effective as of the date first above written.

**City:**

City of Prairie Village, Kansas

By:

Eric Mikkelson, Mayor

Address for giving notices:

City of Prairie Village  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Telephone: 913-385-4647

Email: publicworks@pvkansas.com

**Consultant:**

TREKK Design Group LLC

By

Print Name: \_\_\_\_\_

Address for giving notices:

1411 E 104<sup>th</sup> Street  
Kansas City, Missouri 64131  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: 816-874-4655

Email: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM BY:

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



	Project Manager	Project Engineer III	Senior Project Designer	Utility Coordinator I	Senior Construction Inspector	PMO Specialist II	Labor Sub-Total								
<i>Assumed Billing Rates; Subject to Change</i>								\$315.00	\$116.00	\$163.00	\$137.00	\$175.00	\$117.00		
<b>TASK DESCRIPTION</b>															
<b>1 Project Administration</b>	20	3	3	0	0	12	38	38.0	\$	8,541.00					
Internal Meetings (Kickoff, Each submittal, 3 meetings)	3	3	3					9.0	\$	1,782.00					
Progress Meetings (Bi-weekly for 24 weeks, 30 min virtual meeting)	8							8.0	\$	2,520.00					
Invoice Preparation & Progress Reports (6 months)	3					6		9.0	\$	1,647.00					
General Project Administration/Coordination (1 hrs/mo)	6					6		12.0	\$	2,592.00					
								0.0	\$	-					
<b>2 Preliminary Through 90% Design</b>	9	34	113	8	2	0	166	166.0	\$	26,644.00					
Project Site Visit	4	4	4					12.0	\$	2,376.00					
Summarizing Notes from Site Visit		2	4					6.0	\$	884.00					
Coordination for Johnson County AIMS data		2	2					4.0	\$	558.00					
Utility Coordination		2	4	8				14.0	\$	1,980.00					
90% Plan Set								0.0	\$	-					
Title Sheet		2	2					4.0	\$	558.00					
Summary of Quantities		2	4					6.0	\$	884.00					
Plan Sheets (1" = 50') (14 sheets with aerial background)		8	42					50.0	\$	7,774.00					
Pavement Marking Sheets (1" = 50') (14 sheets with aerial background)		4	28					32.0	\$	5,028.00					
Standard Details (assume 15 sheets)		2	15					17.0	\$	2,677.00					
Construction Cost Estimate	1	4	2					7.0	\$	1,105.00					
QA/QC	2	2	4		2			10.0	\$	1,864.00					
Submit 90% Design Plans, once	2		2					4.0	\$	956.00					
								0.0	\$	-					
<b>3 Final Design</b>	15	26	34	8	2	0	85	85.0	\$	14,729.00					
Address Comments from 90% Plans	4	4	16					24.0	\$	4,332.00					
Update Construction Cost Estimate/Quantities	1	4	8					13.0	\$	2,083.00					
QA/QC	2	4	4		2			12.0	\$	2,096.00					
Utility Coordination		4	2	8				14.0	\$	1,886.00					
Project Manual Documents	4	8						12.0	\$	2,188.00					
Submit 100% Design Plans (signed and sealed)	2		2					4.0	\$	956.00					
Answer Questions During Bidding	2	2	2					6.0	\$	1,188.00					
								0.0	\$	-					
<b>TOTAL HOURS</b>	44	63	150	16	4	12	289								
<b>BILLING RATE</b>	\$315.00	\$116.00	\$163.00	\$137.00	\$175.00	\$117.00		289.00	\$	49,914.00					
<b>TOTAL LABOR COST</b>	\$13,860.00	\$7,308.00	\$24,450.00	\$2,192.00	\$700.00	\$1,404.00	\$49,914.00								

**Direct Expenses**

<u>Mileage</u>	100 miles @ \$0.700 per mile (Personal/Company Vehicle)	\$ 70.00
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<b>TOTAL CONTRACT</b>	<b>\$ 49,984.00</b>
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<b>Assumptions:</b>	1 A public meeting will not be held for the project.
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## POLICE DEPARTMENT

Council Meeting Date: November 17, 2025

**CONSENT AGENDA:** Consider Renewal of the Blue Valley Public Safety Contract for the City's Outdoor Warning Siren Maintenance for 2026.

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### RECOMMENDATION

Staff recommends approval of the agreement between the City of Prairie Village and Blue Valley Public Safety in the amount of \$4,170.00.

### BACKGROUND

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

The Department has experienced no problems with past contracts, and the City Attorney has previously reviewed and approved this document. This cost was already budgeted for in the approved 2026 budget.

**FUNDING SOURCE:** 01-03-21-6029-000

### ATTACHMENTS

2026 Maintenance Agreement, including Terms and Conditions.

**PREPARED BY**  
Eric M. McCullough  
Chief of Police  
November 17, 2025



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

**MAINTENANCE AGREEMENT**

Contact Name: Police Chief Eric McCullough  
 Customer: City of Prairie Village, KS  
 Address: 7710 Mission Rd  
 City: Prairie Village  
 State: KS  
 Zip 66208  
 Phone: 913-385-4608  
 Cell: \*  
 Email: emccullough@pvkansas.com

Maintenance Agreement No.: <b>325251126</b> Please reference this no. on your order Date: 3/25/25 Maintenance Period <b>01/01/2026 thru 12/31/2026</b>
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Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
<b>12 Month Maintenance Contract on the Following Equipment</b> Standard Terms: 5 Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	3	MC-2001ACDC	Maintenance Contract for Model 2001/508/Eclipse/Equinox ACDC head	\$23.00	\$69.00	\$828.00
2	2	MC-2001DC	Maintenance Contract for Model 2001/508/Eclipse/Equinox DC Siren head	\$22.00	\$44.00	\$528.00
3	5	MC-DCFCTD	Maintenance Contract for Two-Way DC Siren Control	\$21.00	\$105.00	\$1,260.00
4	20	MC-BATT	Maintenance Contract per standard battery	\$9.00	\$180.00	\$2,160.00
<b>Total of Contract Monthly</b>						<b>\$398.00</b>
<b>Total of Contract Annually</b>						<b>\$4,776.00</b>

<b>Applicable Warranty Credits</b> Should any of the above Equipment have remaining factory warranty during the contract period, applicable credits will be listed below						
1	1	MC-2001ACDC	Maintenance Contract for Model 2001/508/Eclipse/Equinox ACDC head	\$23.00	12	-\$276.00
3	1	MC-DCFCTD	Maintenance Contract for Two-Way DC Siren Control	\$21.00	11	-\$231.00
4	1	MC-BATT	Maintenance Contract per standard battery	\$9.00	11	-\$99.00
<b>Total Discount</b>						<b>-\$606.00</b>

<b>Total of Contract Monthly</b>	<b>\$347.50</b>
<b>Total of Contract Annually</b>	<b>\$4,170.00</b>

Contract Notes:

Site #3 Siren Head under warranty through 11/2029. Controls and Batteries under warranty through 11/2026. A new Site #4 is going to be installed nearby and will be covered under warranty once installed.  *Informers, poles, base radios, old style encoders, and PC equipment are not covered under this contract.
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Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

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

**Purchase Order must be made out to, and e-mailed, mailed or faxed to:**  
**Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029**  
**Fax: 816-847-7513**  
**dee@bvpsonline.com**



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

MAINTENANCE AGREEMENT

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

**Contact Name:** Police Chief Eric McCullough  
**Customer:** City of Prairie Village, KS  
**Address:** 7710 Mission Rd  
**City:** Prairie Village  
**State:** KS  
**Zip** 66208  
**Phone:** 913-385-4608  
**Cell:** \*  
**Fax:** \*  
**Email:** emccullough@pvkansas.com

Maintenance Agreement No.:  
**325251126**  
Please reference this  
no. on your order  
Date Quoted: 3/25/25

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

Accepted By: \_\_\_\_\_  
*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_  
\_\_\_\_\_  
*Title:* \_\_\_\_\_

Purchase Order must be made out to, and e-mailed, mailed or faxed to:  
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029  
Fax: 816-847-7513  
dee@bvpsonline.com



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

## MAINTENANCE AGREEMENT

### TERMS AND CONDITIONS

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

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

**Purchase Order must be made out to, and e-mailed, mailed or faxed to:**

**Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029**

**Fax: 816-847-7513**

**[dee@bvpsonline.com](mailto:dee@bvpsonline.com)**



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

## MAINTENANCE AGREEMENT

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

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

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

12. \*SPECIAL PROVISIONS

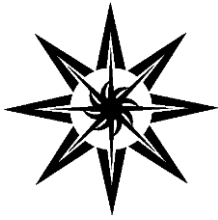
5 Business Days Response Time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

[dee@bvpsonline.com](mailto:dee@bvpsonline.com)



## ADMINISTRATION

Council Meeting Date: November 17, 2025  
Consent Agenda

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

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### RECOMMENDATION

Staff recommends approval of the 2026 DTI agreement for \$62,429.41.

**COUNCIL ACTION REQUESTED ON: November 17, 2025**

### BACKGROUND

Johnson County DTI has provided network services and support for the past ten years. DTI provides network and security services to the City. DTI provides connectivity on a county-wide basis and allows for operations in each department at a reduced cost.

The included renewal contract is the standard agreement between Johnson County DTI and other municipalities. The fee increased from \$54,307.79 in 2025 to \$62,429.41 in 2026.

The City Attorney has reviewed both documents from the County.

The total cost of DTI contracted services is within the 2026 Information Service budget and will not require additional funding.

### ATTACHMENTS

2026 Information Technology Services Agreement  
DTI Master Services Agreement

### PREPARED BY

Tim Schwartzkopf  
Assistant City Administrator  
November 6, 2025

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

THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT entered into this 7<sup>th</sup> day of December, 2023, by and between the City of Prairie Village, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the CITY is located within Johnson County, Kansas, organized and existing under the laws of the State of Kansas; and

WHEREAS, the County is a municipal government organized and existing under the laws of the State of Kansas; and

WHEREAS, the CITY desires to engage the services of the County for the purpose of providing information technology services; and

WHEREAS, the CITY and the County are authorized by K.S.A. 12-2908 to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, the County’s Chief Information Officer has been authorized by the Board of County Commissioners to execute this Tech Agreement under Resolution No. 110-23; and

WHEREAS, the CITY and the County hereby agree to accept the terms and conditions of this Agreement.

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

1. The CITY and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended for an additional term from January 1, 2026 through December 31, 2026 (“Term”).
2. The CITY has requested Information Technology Services from the County. The Master Service Agreement provides the service offerings, scope and support model, services response times, City responsibilities, County responsibilities, and the terms and conditions. The Master Service Agreement can be found here <https://www.jocogov.org/media/johnson-county-it-master-services-agreement>
3. The County shall provide the CITY the services as set forth in Exhibit A (“Services”), which is attached hereto and incorporated herein by reference.

4. The CITY agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on the number of supported employees stated therein. It is the responsibility of the City to report changes in the number of employees to the County so “Renewal Costs” can be adjusted accordingly.
5. As indicated in the Master Service Agreement, CITY must comply with the County standards in order to receive hardware and software support as indicated in Exhibit A. The County Standards can be found here <https://www.jocogov.org/media/hardware-standards>

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

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS

By \_\_\_\_\_  
Erik Mikkelson, Mayor

By \_\_\_\_\_  
William P. Nixon, Jr. Chief Information Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Haga, Assistant County Counselor

Date \_\_\_\_\_

*[Remainder of page intentionally left blank]*

EXHIBIT A

**City of Prairie Village Services**

	<u>City</u>	<u>Police</u>
# of FT Users	43	52
# of PT Users	32	2
# of Devices (PCs)	94	67
# of Servers	21	12

<b>Locations:</b>	
City Hall	7700 Mission Road, Prairie Village
Police/Community Center	7710/7720 Mission Road, Prairie Village
Public Works	3535 Somerset Dr, Prairie Village
Aquatics	7711 Delmar St, Prairie Village

<b>Support Services:</b>			
	<b>Network</b>	\$9,397.65	\$11,364.60
	<b>Security</b>	\$18,949.62	\$17,022.54
<b>Sub Totals</b>		<b>\$28,347.27</b>	<b>\$28,387.14</b>
<b>Support Services</b>		<b>\$56,734.41</b>	

<b>Software</b>	Check Point - 161 licenses @ \$30.00 ea. & 33 @ \$5.00 ea	\$2,925.00	\$2,070.00
<b>Other Billable Items</b>	Domain Renewals @ \$50/ea (pvkansas.com; pvkansas.org; pvkansas.us; prairievillagefoundation.com)	\$200.00	\$0.00
	Contract Administration Fee	\$250.00	\$250.00
<b>Total - Managed Services</b>		<b>\$62,429.41</b>	



## CITY CLERK'S DEPARTMENT

Council Meeting: November 17, 2025  
Consent Agenda

COU2025-45

Consider contract with CivicPlus for website redesign & content management system and for agenda & meeting management system

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### RECOMMENDATION

Staff recommends the City Council approve a contract with CivicPlus for website redesign & content management system and for agenda & meeting management system.

### BACKGROUND

*The Prairie Village Governing Body considered this item during Council Committee of the Whole November 3, 2025.*

During the 2026 budget-building process, the City Council approved funds for two connected projects: a website redesign and agenda and meeting management system.

In researching each of these projects, staff identified CivicPlus, based out of Manhattan, Kansas, as a provider that offers a website solution and agenda management system that integrate well. CivicPlus is also the only provider with an agenda and meeting management solution that integrates with Municode's online code hosting platform, which the city has used since 2020.

The goal of the website redesign will focus on creating a website with intuitive navigation and a responsive design that is easy to navigate from a mobile device or a desktop. CivicPlus and city staff will work to ensure the site is fully ADA compliant to bring Prairie Village into alignment with a 2024 Department of Justice ruling that all government websites must be fully accessible by 2026 or 2027, depending on population size.

The goal of the agenda and meeting management software project is to streamline processes and improve transparency. Once complete, the CivicPlus solution will feature a simple yet powerful search function that allows users to search the municipal code, website, and agenda packets all with a single action. The agenda and meeting management system will also provide one website location for residents to find committee agendas and minutes in addition to City Council agendas and minutes.

Staff first solicited quotes for this project in 2021 when Sire, the agenda management system used by staff at the time, was retired. The project did not move forward in 2021 because the desired integrations between website and agenda systems did not exist. The 2025 quote from CivicPlus is lower than the quotes received from various vendors in 2021. The annual website fee is consistent with the fee paid to the city's current website provider. Because staff is specifically interested in integrations that are unique to CivicPlus, other bids were not solicited. A sole source letter, further explaining the unique integrations, is attached.

### FUNDING SOURCE

The 2026 budget includes \$68,000 for these projects. If a contract is approved prior to the end of the year, the total contract price for both projects is \$58,184, representing savings of \$16,800 from the standard list price. The fee for the second year is \$26,726, with a 5% annual increase in future years.

**ATTACHMENTS**

CivicPlus Contract  
Sole Source Letter

**PREPARED BY**

Ashley Freburg  
Public Information Officer  
October 29, 2025



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-98137-1  
4/10/2025 5:55 PM  
12/31/2025

**Client:**  
City of Prairie Village, KS

**Bill To:**  
PRAIRIE VILLAGE CITY, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	(785)-370-7821	may@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	USD 3,853.00
1.00	Hosting & Security Annual Fee - Municipal Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: <a href="https://www.pvkansas.com/">https://www.pvkansas.com/</a>	USD 89.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: <a href="https://www.pvkansas.com/">https://www.pvkansas.com/</a>	USD 158.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: <a href="https://www.pvkansas.com/">https://www.pvkansas.com/</a>	USD 189.00
1.00	Premium Implementation - Municipal Websites	Premium Implementation	USD 12,635.00
1.00	48 Month Redesign Premium Annual - Municipal Websites Central	48 Month Redesign Premium Annual - Municipal Websites Central	USD 3,069.00
500.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 20,000.00
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 4,500.00

## Group2

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Premium Department Header Annual Fee - Municipal Websites	Premium Department Header Annual Fee: Police	USD 938.00
1.00	Premium Department Header Implementation - Municipal Websites	Premium Department Header Implementation	USD 4,515.00

## Group3

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: <a href="https://www.pvkansas.com/">https://www.pvkansas.com/</a>	USD 4,500.00
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -4,500.00

## AMM + CP Media

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 6,300.00
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,300.00
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 3,900.00
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	USD 6,000.00
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -6,000.00
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	USD 1,050.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Historical Import Fee with Videos (up to 500)	Historical import of up to 500 meetings; Volume is calculated based on number of meetings being imported; Import does include video files	USD 1,500.00

List Price - Initial Term Total	USD 74,984.00
Total Investment - Initial Term	USD 58,184.00
Annual Recurring Services (Subject to Uplift)	USD 26,726.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	50% invoiced on 1/1/2026. 50% invoiced 7/1/2026 or completion of implementation, if earlier.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-98137-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

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

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

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

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

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

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

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)



To Whom It May Concern,

CivicPlus's Agenda and Meeting Management solutions, Select and Essential (formerly CivicClerk and Municode Meetings, respectively), are the only agenda and meeting management solutions that integrate with Municode's Online Code Hosting Platform. The integration between Select/Essential and Municode's Online Code Hosting Platform allows users to push newly adopted legislation directly to the Municode Online Code Hosting Platform's landing page. Municode Online Code Hosting Platform's subscription feature, eNotify, proactively notifies staff and residents via email when Select/Essential has pushed new or updated legislation to the Municode Online Code Hosting Platform landing page.

When coupled with OrdBank (a feature of Municode's Online Code Hosting Platform), the integration between Select/Essential and the Municode Online Code Hosting Platform also enables the creation of Enhanced History Notes. Upon supplementation of legislation pushed from Select/Essential to Municode Codification, the Enhanced History Notes for amended sections are hyperlinked directly to the Select/Essential instance for the specific meeting in which that piece of legislation was adopted. This link gives staff and residents instant access to the agenda, minutes, audio, video and vote tallies (if applicable) related to the legislation that amended the specific section of the municipal code. The only platforms capable of creating Enhanced History Notes inside the Municode Online Code Hosting Platform are Select/Essential. Both of which are CivicPlus solutions.

In addition, only CivicPlus Websites (Engage Open, Engage Central) integrate with Municode's Online Code Hosting Platform, providing for a two way search between CivicPlus Websites and Municode's Online Code Hosting Platform. This search feature is unique to CivicPlus.

Finally, CivicPlus is the only provider capable of integrating the search function between CivicPlus Websites and CivicPlus' agenda and meeting management solutions, Essential and Select. (Engage Open integrates with Essential. Engage Central integrates with Select.) This search integration enables staff and residents who are performing a search on their CivicPlus websites to simultaneously search Essential or Select as appropriate.

No other companies or individuals in the United States have the right to sell these integrated products. Please let me know if you have any questions or would like any further documentation.

Regards,

A handwritten signature in black ink that reads 'Eric Grant'.

Eric Grant

VP/GM, CivicPlus



## ADMINISTRATION

Council Meeting Date: November 17th, 2025  
Consent Agenda

### Consider approval of the Governing Body Handbook

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#### RECOMMENDATION:

Staff recommends a motion to approve the Governing Body handbook.

#### BACKGROUND

As part of their orientation, Staff provides new Council members a lot of information related to their new role on the Governing Body. Staff and Council have discussed developing a handbook to aid with orientation as well as a resource for Governing Body members to use in the future.

The Governing Body handbook is a living document, and staff intends to provide it to newly elected and incumbent members of the Governing Body.

On November 3<sup>rd</sup>, the Council Committee of the Whole unanimously approved the handbook to move forward for final approval at the next Council meeting.

#### ATTACHMENTS - Governing Body Handbook

#### PREPARED BY

Tim Schwartzkopf  
Assistant City Administrator  
Date: November 12, 2025



FIFTIES FREEDOM IN THE VILLAGE  
CHILDREN GROWING UP IN PRAIRIE VILLAGE IN THE 1950s  
WERE PART OF A FREE VILLAGE. MANY EXPERIENCED AN  
EXHILARATING SENSE OF FREEDOM ROAMING ON BICYCLES.  
GIVEN BY BRAD JOHNSON SNE '68  
IN HONOR OF HIS BICYCLE-RIDING FRIENDS

# GOVERNING BODY HANDBOOK

City of Prairie Village, Kansas

Adopted  
November 2025

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## Introduction

This manual is designed for the Governing Body and is particularly helpful for newly-elected or appointed Council members. It contains information about the structure of our City government and the role of the elected officials in that structure. The primary focus centers on the Council meeting, which is where the formal role of the Council member is exercised. Use this manual to learn how to perform your role as a member of the City's Governing Body.

This manual is to be used as a complement to the most recent version of the *Governing Body Handbook*, published by the League of Kansas Municipalities (LKM). General information regarding Kansas Law and other topics is contained in the League publication, although because the League serves more than 600 member cities having several different forms of governance, this Prairie Village-specific document is tailored to Prairie Village officials.

Being an effective leader and member of a group of elected officials is not something which magically happens just because you are elected or appointed to office. Leadership and team skills must be learned. You will need to listen to the residents of the City and then work effectively with the rest of the Governing Body to achieve the goals for the entire City.

## Getting Started

### So Now You're a Council Member

By their action at the polls, the people of your community have given you a vote of confidence and expressed faith in your ability to act in their best interest. As a newly elected or appointed member of the City Council, you may feel you still have a lot to learn about providing leadership and governing. But don't take yourself or the business of government so seriously that you don't enjoy it. It can and should be a fun as well as rewarding experience.

### Your First Days on the Job

In December, newly elected officials are sworn in following the general election in November and receipt by the City Clerk of the Certificate of Canvass from the Johnson County Board of Commissioners. City Council meetings are normally held on the first and third Monday of each month at 6:00 p.m. at City Hall, and special meetings and work sessions are held as necessary or appropriate.

New Council members may be overwhelmed at first by all they need to learn and the amount of time involved. Others are surprised to discover there are limits on their role in making decisions and setting policy.

### Getting Oriented

The first thing to do is attend the orientation sessions provided by City staff. During the sessions, the department managers will brief you on core services and current projects and provide a broad overview of the functions of the City. During this time the following topics will be covered and tours of City facilities and introductions to key City staff will be provided:

- City building access and guidelines
- Electronic communications – All members of the Governing Body are issued a city email address. It is highly recommended that your official city email be used for ALL city business. Remember, your emails are subject to open records requests.
- Prairie Village's form of government and general operations overview – how we do what we do
- The budget process and its role ([the current City budget and past financial audits are available on the City's website](#))
- [The City's municipal code and zoning regulations](#)
- [Village Vision 2.0, the City's comprehensive plan](#), and the role of staff and the Planning Commission
- [Council policies](#) are written policies that define a definite course or method of action to be taken by the City of Prairie Village.

- Training and Resource Opportunities – LKM Governing Body Institute and course offerings; Mid-America Regional Council (MARC) committees, and many more
- Benefits – health insurance offered with full cost paid by the council member/communications stipend

Take these opportunities to learn all you can about the City organization, its history, operations and financing. Take time to visit with the Mayor and other Council members to gain an insight into their perspectives and experience.

## General Information

- **Meetings.** The City Council meets the first and third Monday of each month at 6:00 p.m., although some meeting dates are changed due to conflicts with holidays or other special events. Additional meetings include workshops on important or complex matters, or special meetings needed to take action on time-sensitive items. Special meetings may be called by the Mayor or acting mayor, on the written request of any three members of the council, specifying the object and purpose of such meeting, which request shall be read at the meeting and entered into the record.
- **Terms and Geographic Representation.** The City of Prairie Village has six wards and two Council members are elected to represent each ward. The Mayor is elected at-large. Council seats are filled using staggered four-year terms. Every two years, a City election is held, with six (6) Council seats being elected on one cycle and the other six (6) Council seats being elected on the other cycle. The Mayor is elected the year in between the Council elections. Council members and the Mayor serve four (4) year terms. Prairie Village elections are non-partisan, meaning candidates do not (and should not) represent any particular political party's platform.
- **Review Key Documents.** The week prior to the Council meeting, you will receive an agenda packet to read prior to the meeting. Don't be afraid to ask questions; you are not expected to know all the answers immediately. City Staff is here to help. Find out anything you need to know for a better understanding of City operations and issues facing the community. The information will come fast and furious, so don't worry when you need to go back to get clarification or a more in-depth explanation on any agenda item(s) prior to the meeting.
- **Legal Restrictions.** Keep in mind that our City's ordinances, as codified in our municipal code book, as well as other legally adopted regulations, such as the traffic code and zoning regulations, must be followed until the Governing Body takes action to amend them. If you are unsure of your responsibilities or authority in certain areas, seek clarification from the City Administrator.

- **Value and Respect City Staff.** Recognize that the City has an experienced and professional staff and that these individuals are a valuable resource – treat them with respect and don't take them for granted.

Much of the staff have served the community for many years and have a valuable historical perspective which can help fill in the gaps for a new Council member.

- **Take it Slowly.** All elected officials come to their roles with priorities or initiatives they would like to see developed. That is good! However, balance that with humility, and resist the urge to forcefully push for drastic changes before you know how everything works. Many of the City's policies have evolved over years through trial and error. While some things may appear to need an overhaul, it pays to watch for a while before trying to change things. Don't seek change simply to do things differently! Give yourself some time to learn the fundamentals.
- **Public and Private Sector Differences.** A word of caution...You may have run for office with the pledge to "run the City like a business." While there are similarities, there are some important differences between the public and private sectors that will become apparent as you get used to your new role. Here are just a few of those differences:
  - **Most of your work will be done in the public eye.** Consequently, things move more slowly and take more time. The majority of deliberations of the Governing Body are done in public meetings, and most records are available to the public.
  - **City programs and facilities don't pay for themselves.** We don't charge fees to cover all costs for programs and services. Most programs and services are offered as part of the quality of life of the community, which is why they are supported by tax dollars. Also, you want all members of the community to be able to participate and use the facilities, not just the wealthiest. The City has an obligation to all of its residents, regardless of their socio-economic level, to provide a high quality of life.
  - **The City is not a "for profit" organization.** Taxes are levied in an amount adequate to provide for the needs of the community, not to make a profit.
  - **You can operate the City in a "business like" manner, but not like a business.** Not all normal business principles apply to a municipality. We are governed by many state and federal laws which businesses are not required to follow.
  - **City projects and contracting often must go through a public bidding or proposal process.** This takes time and sometimes costs more. The benefits are enhanced trust in the ethics of city officials and cost-savings in the long run.

## Form of Government

### **Form of Government in Prairie Village**

Prairie Village operates under the Mayor-Council form of government with an appointed City Administrator, where the City Administrator administers the affairs of the City under the direction of the Governing Body who sets policy for the City.

### **Home Rule**

All cities in Kansas have *home rule* powers, the ability to govern themselves without direct involvement from the state. Home rule powers are conferred directly by the Kansas Constitution on all classes of cities. Cities exercise their home rule powers through passage of an ordinary ordinance or a charter ordinance.

Home rule power is not absolute. Cities must comply with state laws that apply uniformly to all cities and must conform to applicable federal laws and to the U.S. Constitution and the Kansas Constitution. In exercising home rule powers, cities may generally legislate on any subject other than those reserved to the exclusive jurisdiction of the legislature by the Home Rule Amendment itself, or where an ordinance would conflict with uniform superior state or federal laws.

### **City Classification**

Cities in Kansas are designated by class based on the size of their population. Prairie Village is a City of the First Class.

### **Additional Related Information**

Additional information can be found in Chapter 1 of the *Governing Body Handbook*, published by the League of Kansas Municipalities, a copy of which is available at City Hall.

## Kansas Open Meetings Act (KOMA)

The Kansas Open Meeting Act (KOMA) applies to all Council and City boards, committees, and subcommittees. It requires that all meetings be open to the public and announced to the public and notice of the meetings must be provided to those requesting notice. All meetings subject to the KOMA must be conducted openly so that the public is allowed to listen to the discussion. Binding action must be taken openly. Serial meetings are prohibited by KOMA. An example of serial meeting is when a majority of Council, board, or committee members have a series of smaller gatherings or communications that results in a majority of the body collectively taking action.

A public body subject to the KOMA cannot prohibit the use of recording devices. However reasonable rules that are designed to prevent disruption of public meetings, safety hazards, or other legitimate concerns are permitted.

The KOMA does not require that the public be allowed to talk at public meetings, unless overruled by some other law. Additionally, there is not a requirement for public meetings to be held in a specific location, unless there is evidence that the meeting is deliberately being held in a place to prevent public attendance.

## Kansas Open Records Act (KORA)

All records maintained by the City including email must be open for inspection by the public, except those specified in the Kansas Open Records Act (KORA). The KORA allows for 43 exceptions. The following are the most common exceptions utilized by the City.

- Attorney-client privileged documents.
- Correspondence between public agency and a private individual.
- Plans, surveys, designs, or drawings that are prepared by a person other than an employee of a public agency, or records that are property of a private person.
- Notes, drafts, research data for analysis, proposals, memos, recommendations, and other records expressing opinions or proposing policies or actions. If records are publicly cited or identified in an open meeting or in an agenda of open meeting, the exception does not apply, and records can be disclosed.
- Personnel records for actual employees, except, can give out name, position, salary and length of service.
- Appraisals/estimates/evaluations pertaining to acquisition of property prior to formal contract being executed.

## Role of Council Members

The principal job of the City Council is to establish the general policies under which the City operates. The Council performs this function by:

- Enacting ordinances, resolutions and policies
- Establishing City fees
- Approving (subject to recommendation by the Mayor) the appointment of the City Administrator
- Approving (upon recommendation by the City Administrator and approval by the Mayor) the appointment of certain officers including the:
  - Deputy City Administrator
  - City Clerk
  - Police Chief
  - Public Works Director
  - Treasurer
  - City Attorney
  - Assistant City Attorney
  - Municipal Judges
  - City Prosecutor
  - Others as specified by City Ordinance in Chapter 1 of the Prairie Village City Code;
- Approving the appointment of members of the various boards, committees, and vacant Council seats
- Reviewing and approving the annual budget as prepared by the City Administrator, setting the tax rate and approving the financing of City operations
- Authorizing contracts to be executed on behalf of the City
- Council members must work together to provide policy decisions that benefit the community as a whole and provide quality service to all the City's residents. Once the Council makes a decision, it becomes the entire Council's decision. If you are asked about the issue and do not wish to defend it, simply explain why the Council made the decision it did.

### **Adopting Policy**

The Council does not make policy in a vacuum. The Council relies on input and ideas from many sources, including staff, advisory boards, residents, groups and others. It is the Council's responsibility to consider the merits of each idea and then approve, modify or reject it. In doing so, Council members analyze community needs, program alternatives and available resources. The decision often takes the form of an ordinance or resolution, although it may be in the form of a simple motion.

## **Responding to Resident Complaints**

Residents often contact a Council member when they have a problem. You may also be approached by a resident, colleague, or even a friend about City operations, issues or service problems. Many times they approach you because they aren't aware that contacting City staff directly is appropriate. Help them understand this by acknowledging and redirecting them. You may say: "Yes, I can see that upset you. I apologize you had that experience. Have you shared this with the City Administrator or department manager?" or "I don't have an answer for you right now, but let me look into it and get back with you."

It is best practice to inform the City Administrator or appropriate Department director of the complaint. Staff will investigate the complaint and follow up with the complainant and Council member. It is best not to get in the middle of an issue and always remember, "there are two sides to a story."

## **Relationship with the City Attorney**

The City Attorney's job is to provide legal advice and counsel to the City, which includes advising the entire Governing Body, staff, and boards and commissions. If you have been contacted by someone to appear as a witness in your capacity as a Council member or have been served a legal notice in your capacity as a Council member, immediately contact the City Attorney with copy to the City Administrator.

Outside of a court subpoena, it is best to ask the City Administrator any legal questions you may have, as they can answer most of them quickly and without added expense. If additional advice from the City Attorney is needed, that should be directed either through the City Administrator or Mayor. The City Attorney cannot provide legal advice on an individual basis, and any legal advice is for the entire City Council. Remember, the attorney's time is a City resource and is billed hourly, so use it wisely.

## **Personnel Management**

The Governing Body approves the City's compensation plan (via the annual budget process) and personnel policies. It also approves the appointment of certain city officials/staff, as specified by City Ordinance in Chapter 1 of the Prairie Village City Code. All other personnel actions, unless specifically defined in the personnel policy, are the duty and responsibility of each department manager, under the oversight of the City Administrator.

## Roles of City Staff

### The City Administrator:

- Oversees the delivery of City services, to include public works; police; planning and economic development; parks and recreation; human resources; and administration.
- Works closely with the Governing Body and carries out the City Council's policies;
- Works in partnership with the elected officials to develop sound approaches to community challenges;
- In collaboration with the City Council and Staff, prepares a comprehensive annual budget and capital improvement program.
- Promotes ethical government through a commitment to a set of ethical standards.
- Encourages inclusion and builds consensus among diverse interests (including elected officials, the business community, and citizens).

Council members and citizens count on the City Administrator to provide complete and objective information, pros and cons of alternatives and long-term consequences of decisions and policies. Similarly, the City Administrator relies on City Staff to provide professional and well-reasoned information and recommendations, and the highest level of public service possible.

The organizational chart shows the responsibilities of the other administrative staff.

## Roles of the Mayor and Council President

### **Mayor**

The Mayor presides over City Council meetings, assists with setting City Council meeting agendas, serves as spokesperson for the community, facilitates communication and understanding between elected officials, assists the City Council in setting goals and policies, serves as an ambassador of the community, nominates persons to serve on boards and committees, and then appoints them after Council approval. The Mayor also makes proclamations and serves as a key representative in intergovernmental relations, including participation in intergovernmental or regional partnerships.

On ordinary ordinances and other matters, the Mayor votes only when the Council is evenly divided. The Mayor has the power to veto ordinary ordinances unless the Mayor has cast the deciding vote. The Mayor has signature authority only when so designated by the Council. Staff prepares documents for signature at City Hall.

### **Council President**

The Council President is a serving Council member elected by the members of the City Council to preside over the Council Committee as a Whole meeting and serve in the temporary absence of the Mayor. The council president aids in agenda setting for city council meetings and work sessions as needed.

The Council President presides at all Council meetings when the Mayor is absent and performs the ceremonial duties of the Mayor during the Mayor's absence. When occupying the place of the Mayor, the Council President has the same privileges as other Council members and shall exercise no veto.

When a vacancy occurs in the office of Mayor, the Council President shall succeed to the office until the council elects a new mayor. The council shall elect, by a majority of those councilmembers present, a new mayor from those councilmembers serving at the time of the vacancy within 30 days from the vacancy until the next regularly scheduled city election.

## Council Meetings

The Council meeting is the place to get the critical job of decision-making accomplished. A smoothly managed and productive Council meeting does not necessarily guarantee good results, but it certainly helps.

The Mayor's role is to chair the meeting. As the moderator, the Mayor helps facilitate the meeting while allowing full Council participation, maintains order and decorum, and sees that all motions are properly dealt with as they arise.

### **Attendance**

Councilmembers should attend all Council meetings. The Mayor and Council members should inform the City Administrator (or designee) and the City Clerk if they are unable to attend any Council meeting.

While in-person attendance is the preference, Councilmembers can attend the meetings virtually. However, Councilmembers cannot participate in executive sessions remotely.

### **Agendas**

The agenda is developed by the City Administrator in consultation with the Mayor and Council President. The agenda and council packet are disseminated to the Governing Body and the public before the meeting. City staff prepares the council packet of information that is posted on the City's website.

The council packet contains the agenda and supporting material for each agenda item. Most items are accompanied by a staff report which gives most if not all of the information in advance of the staff presentation at the meeting.

The Mayor or Council members can change the order of business or add/delete items the night of the meeting by majority acceptance from the Council at the beginning of the meeting.

### **Adding an agenda topic**

Agenda items can be added to a future meeting if requested by at least two council members. Staff will schedule the topic dependent upon other topics or priorities in que. Staff does not usually research such topics until directed to do so by a majority of council members.

## Preventing and Resolving Conflicts

It is essential for Council members to understand their role and how it relates to the roles of the Mayor, staff, and other Council members. Many conflicts in City governments are the result of confusion as to these roles and the consequent overstepping of the boundaries between the respective roles.

## Meeting Savvy

Consider these pieces of advice when preparing for a meeting:

- **Read the material you have been given for the meeting.** This will give you a good understanding of the issues and allow you to intelligently consider and discuss the issue. If you do not have time to read everything, the agenda cover usually provides a good overview.
- **Don't try to please everyone.** This simply does not work as at times people are not going to like the outcome of the decision that is best for the entire City.
- **Don't waste quality meeting time dealing with routine questions or complaints** that can be resolved by staff outside the meeting.
- **In the interest of efficiency, try not to repeat comments already made by your peers.** If you concur with a peer's comment, feel free to say as much, but your vote will speak for itself.
- **Alert the Mayor and the appropriate department manager before the meeting if you intend to bring up an important issue.** This simple courtesy will help staff prepare background information. This will benefit the public and governing body as staff will have a more comprehensive response. It also gives the impression of good teamwork between the staff and governing body.
- **If you disagree with a significant statement or proposal made by a colleague or staff member at a meeting, express the disagreement in a respectful manner.** Silence may be interpreted by staff as agreement, and they may act based on that assumption.
- **Practice civility and decorum in discussion and debate.** Avoid personal comments that could offend other Council members, the Mayor, staff or the audience.

## **Executive Sessions**

Closed sessions are authorized by the Kansas Open Meetings Act (KOMA) after a formal motion has been made, seconded and carried to recess into executive session. Executive sessions may occur at any point during the meeting. No formal action of the City Council can be taken during an executive session.

The most common topics that can be discussed in executive session are:

- Personnel matters of non-elected personnel
- Consultation with attorney on matters deemed to be of attorney-client privilege
- Data relating to financial affairs or trade secrets of second parties
- Preliminary discussions about acquisition of real estate
- Discussions concerning security matters

The content and discourse of executive sessions are not to be told to anyone nor discussed outside the session, even with other Council members. Any official who knowingly violates KOMA is liable for payment of a civil penalty of up to \$500 if the action is brought by the Kansas Attorney General or the Johnson County District Attorney and may be sanctioned by the Governing Body. For more detailed information on KOMA, refer to the League's *Governing Body Handbook*.

## **Public Participation at Council Meetings**

The public evaluates the performance of its elected officials to a great extent by what happens at meetings. Many residents form their total opinions of the City government based on having attended just one Council meeting. This is the time to impress the public favorably and show them that the Council is capable of doing its job.

## **Public Comments at Council Meetings**

Public participation is a time set aside on the agenda for people to address the Council on any subject relevant to the City government, its policies, operations, or services. It is not to be confused with a public hearing, which is a formal proceeding conducted for the purpose of discussing a specific topic, such as the City budget.

Anyone wishing to address the Governing Body must speak from the podium (unless accommodations are needed due to disabilities, or if other arrangements are authorized) and introduce themselves. Comments may be limited in length.

While providing an opportunity to speak on any topic of concern, the Mayor is responsible for maintaining order and decorum and will not allow the speaker to make personal attacks or inflammatory comments. In many cases, the speaker will be directed to meet with staff to resolve the issue or get questions answered. If the speaker has documents they wish to share

with the Governing Body that support their comments, they must also provide a copy to the City Clerk.

Other than asking a question to clarify a statement, members should refrain from entering into a dialogue with the speaker. This time on the agenda is not intended for a discussion between the Governing Body and the speaker and should not be used for that purpose. Also, if speakers engage in personal attacks on any member of the Governing Body or staff, it may be necessary for the Mayor to cut them off. Council members are expected to be polite to people appearing before them, but there is no requirement that they subject themselves to intimidation by rude speakers.

### **Comments on Agenda Items during the Meeting**

The City Council meeting is designed for the Governing Body to discuss and make decisions on the various issues on the agenda. Other than asking for clarification, discussion should be limited to members of the Governing Body. At no time will members of the audience be allowed to enter the discussion from their seats in the audience. If recognized by the Mayor, they may be allowed to speak at the podium during the discussion if the Mayor believes their comments are germane to the topic and necessary or helpful for the Governing Body to continue its discussion or make a decision. Each speaker should only speak once unless clarification is requested by the Mayor.

If a planning item is on the agenda which had a public hearing as part of the process with the Planning Commission, the Mayor will not normally ask for public comment, as members of the public had their opportunity to comment at the public hearing with the Planning Commission. The Governing Body will have received minutes from that public hearing so they can take those comments into consideration during their deliberation. New comments are not normally allowed on an item due to the possibility of new information being presented outside the official public hearing which could open the door to potential litigation.

### **Public Hearings**

When an item requires a public hearing, by statute, the Mayor will open the public hearing and facilitate the hearing. Public comments can be made in a similar manner as the Public Comments agenda item. Reasonable limitations on the number of speakers and time allowed to speak may be imposed by the Council to keep the meeting moving. Public hearings are held to gather data and opinions from those affected to facilitate decision making.

Public hearings also afford the public due process prior to key decisions being made by the Council (and boards and commissions). Due process requires that public hearings be fair, open, and impartial. Ex parte communications are communications received outside of the formal public hearing. To protect the due process rights of all, it is important that ex parte communications be disclosed and made a part of the record at the public hearing. Prejudgment

of an issue is a denial of due process. It is essential that members of the Governing Body retain an open mind and a willingness to listen to all the evidence and make their ultimate decision as a result of the public hearing even if they have received information prior to the public hearing.

## City Committees

City Committees play an important role for the City by providing hundreds of hours of volunteer time for the various committees. The City of Prairie Village has more than a dozen volunteer advisory committees which in addition to community members include members of the Council. For most Committees, Council members serve in leadership positions, such as the chair or co-chair.

A list of the Committees is in the appendix.

## Ward Meetings

The city budgets for each ward to hold one staff supported community meeting per year. The meeting must be mutually agreed upon by both Council Members in the ward. The city supported meetings include a mailed postcard to each address, presence of specific staff members as needed to discuss agenda topics (for example, a Police Department rep for crime safety tips, a Public Works rep to discuss park improvements, etc.), room rentals if necessary, etc. Coordination with city staff should begin at least six weeks in advance of the preferred meeting date.

## Social Media

Social media is a great tool to communicate with the community. Please be mindful that statements made on social media can carry weight in the community and therefore council members should make sure that posts are accurate and tell the full story. If council members need assistance with information, they should contact the City Administrator.

## Media Relations

The media is the conduit through which most City business and goings-on reach the public. As such, the news media and social media activity highly influence how the public perceives you and your actions. Elected officials who understand the important role of the media in building public trust and who take a proactive approach to local reporters can go a long way to build positive relationships. These relationships, in turn, are more likely to result in fair, accurate coverage.

### **Everyone Has a Role in Media Relations**

The Mayor or specified City staff will act as a spokesperson in most circumstances to include handling interviews. Nonetheless, every elected official should be prepared to be approached by the media and be asked about issues involving the community.

Remember, you are speaking as a private citizen and elected representative, not an official spokesperson for the City.

Please inform the City Administrator and/or Mayor if you speak to the media so they are prepared should the media contact the City.

If you ever have any questions, feel free to contact the City Administrator.

## Appendix

### **Words of Wisdom**

Policy decisions are made by the Council as a whole, not individual members; administrative decisions are the purview of the City Administrator.

Gear your mind to process a tremendous amount of seemingly conflicting information.

Don't enter office with an unmovable set agenda. Learn as much as you can before taking on a major program or effort. Don't be strangled by campaign promises that were made without sufficient information.

If you come on board as a big critic of the "way things have been done," you may be surprised to find how hard the job really is. You will soon gain a better appreciation of those who came before you.

Don't waste valuable meeting time with questions or issue that could have been handled beforehand by a phone call or email to the City Administrator.

The job can be very complex – try to stay focused on the big issues. Don't get mired in the minutiae.

Learn from others. Ask for help when you need it. Don't be afraid to ask the City Administrator, Mayor, or other Council Members.

Network with your peers.

Find an experienced mentor on the Council. Ask for advice when you need help. You'll get empathy and a clearer vision from someone who has been there.

Ask opinions and listen. Spend time with those individuals who have different opinions from yours. Listen, don't argue the points, then rethink your position.

## **Code of Ethics (Municipal Code 1-212)**

- (a) *Purposes, policy, goals, and guidelines.*
  - (i) The proper operation of democratic government requires that public officials be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels or governmental structures; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.
  - (ii) Among other things, the purpose of this code is to establish guidelines for ethical standards of conduct for all officials by setting forth those acts or actions that are incompatible with the best interests of the city and by directing disclosure by such officials and employees of private financial or other interests in matters affecting the city. The provisions and purpose of this code of ethics are in the best interests of the city.
  - (iii) Elected and appointed members of the governing body of the city are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the nation, state, and city and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office, regardless of personal consideration, recognizing that the public interest must be their primary concern. The conduct in both official and private affairs should be above reproach.
- (b) *Applicability.* This policy is intended to establish a code of ethics policy for all persons elected or appointed to the governing body. City employees are not covered by this policy, but the city administrator shall establish and maintain a comparable code of ethics policy for application to all city employees. Members of public committees shall be governed by the Code of Conduct set forth in City Council Policy CP001, as amended. The provisions of this code of ethics policy shall apply in addition to all applicable state and local laws. Violations of this code of ethics policy, by themselves, are not offenses or violations of law for purposes of section 1-116 of the City Code.
- (c) *General expectations of conduct.* All members of the governing body should be loyal to the objectives expressed by the electorate, as understood by such members, and the programs developed to attain those objectives. Members of the governing body are expected to be civil and professional in the performance of their duties. Members are expected to not knowingly misrepresent information for the purpose of achieving a desired outcome. Members should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from so doing by law or by officially recognized confidentiality of their work.
- (d) *Requirements of and actions prohibited by the code of ethics.*

- (i) *Fair and equal treatment.* Members of the governing body shall not discriminate on the basis of sex, race, color, ethnic background, religion, age, national origin, gender, sexual orientation, disability, gender identity, or gender expression of employees in their employment with the city or individuals in their use and enjoyment of the services, privileges, and advantages of the city. This provision does not prohibit the governing body from making appointments, filling vacancies, or otherwise engaging the public in such way as to include community members with diverse backgrounds based on sex, race, color, ethnic background, religion, age, national origin, gender, sexual orientation, disability, gender identity, or gender expression.
- (ii) *Conflicts of interest.* As used in this code, the terms "local governmental officer" and "substantial interest" shall have such meanings as are provided by K.S.A. 75-4301a(a), as amended.
  - (A) As provided in K.S.A. 75-4304, as amended, no local governmental officer shall, in the capacity of such an officer, make or participate in the making of a contract with any person or business by which the officer is employed or in whose business the officer has a substantial interest. A local governmental officer does not make or participate in the making of a contract if the officer abstains from any vote in regard to the contract. This subsection shall not apply (1) if the contract is let after the competitive bidding has been advertised for by public notice, or (2) when a contact is for property or services for which the price or rate is fixed by law.
  - (B) As provided in K.S.A. 75-4305, as amended, any local governmental officer who has not filed a disclosure of substantial interests as required by law shall, before acting upon any matter which will affect any business in which the officer has a substantial interest, file a written report of the nature of the interest with the Johnson County Election Office. A local governmental officer does not pass or act upon any matter if the officer abstains from any vote in regard to the matter.
  - (C) Unless otherwise permitted by law and proper disclosure is made, no member of the governing body shall engage in or accept private or public employment or render services for pay or monetary consideration for a private or public interest when such employment or service is legally or clearly incompatible with the proper discharge of such member's official duties or would clearly impair such member's independent judgment or action in the performance of such member's official duties.
- (iii) *Private benefit and interests.*
  - (A) Members of the governing body shall not use their public office or position for their own private financial or personal gain or advantage of a kind that is not or could not be generally available to other citizens; nor for the private financial or similar personal gain or advantage of friends, relatives, or persons with whom the member is affiliated with in a non-governmental capacity.

- (B) To avoid creating the appearance of impropriety, undue influence, and impartiality, members of the governing body shall not appear on behalf of the private interests of any person or business entity before the city council, council committee of the whole, or any other commission, committee, or agency of the city to which they have been appointed, unless they are representing themselves, their spouse, or their minor child(ren). This provision does not prohibit a member of the governing body from attending city council, council committee of the whole, or any other commission, committee, or agency meetings in the performance of public or civic obligations.
- (iv) *Late case interest.* No member of the governing body shall, after the termination of service or expiration of their term as a member of the governing body with the city, and for a period of one (1) year thereafter, knowingly act as a principal or as an agent for anyone other than the city in connection with any:
  - (A) Judicial, administrative, or other proceeding, application, request for a ruling, or other determination;
  - (B) contract; or
  - (C) case, claim, charge, or controversy in which the city is party or threatened to be a party;which arose during the term of the former member of the governing body, or in which he or she personally participated during the period of his or her service or tenure, or which was under his or her active consideration. This does not preclude former members from testifying in court on city-related matters.
- (v) *Disclosure of confidential information.* No member of the governing body, shall, without proper legal authorization, disclose confidential or privileged information provided to them in their official capacity concerning the property, government, or affairs of the city. Nor shall he or she use such information to advance the financial or other private interest of himself, herself, or others. For the purposes of this subsection, "confidential or privileged information" includes any material information discussed in a closed or executive meeting that is specifically related to the basis for the closed or executive meeting and has not previously been made available to the public, and any record or information therein that has not previously been made available to the public and the member knows or should know is confidential or privileged.
- (vi) *Gifts and favors.* No member of the governing body shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person, firm, or corporation which to their knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the city; nor shall any such official: (A) accept any gift, favor or thing of value that may tend to influence them in the discharge of their duties or (B) grant in the discharge of their duties any improper favor, service, or thing of value. The prohibition against gifts or favors shall not apply to: (A) an occasional nonpecuniary gift or token of appreciation of only nominal value;

(B) an award publicly presented in recognition of public service; (C) gifts or hospitality conferred on account of kinship or other personal, professional, or business relationships independent of the official status of the receiver; (D) invited attendance at receptions, events, luncheons, dinners, sporting events, or the like involving no substantial risk of undermining official impartiality; or (E) other gifts or invitations involving no substantial risk of undermining official impartiality or not clearly targeted at obtaining contractual or other business or financial arrangements from the member on behalf of the city.

(vii) *Misuse of city property and staff.* Members of the governing body shall not use public resources that they may use in their official capacity (e.g., city-owned vehicles, city staff time, equipment, supplies, property, etc.) for private gain, personal purposes, or other activities not related to city business unless otherwise authorized by law or city policy. Prohibited activities that are not related to city business include using public resources to pursue personal commercial endeavors or conduct political activity, to include the activity prohibited by K.S.A. 25-4169a, and amendments thereto. Elected and appointed officials are expected to follow proper chains of command through the mayor, the city administrator, and department heads.

(viii) *Political activity.* No member of the governing body shall promise an appointment to any municipal position as a reward for any political activity.

(e) *Advisory opinions.* Any member of the governing body may submit a written request to the city attorney for an advisory opinion regarding whether their own proposed actions or conduct would violate a provision of this code. A copy of such request and any advisory opinion shall be provided to the mayor and the city administrator. The member shall have the opportunity to present the member's interpretation of the facts at issue and of the applicability of provisions of this code before such advisory opinion is made. When determining if there is clear and convincing evidence that a member who is the subject of the alleged violation violated a provision of this code, the city attorney and any independent counsel shall presume that the member did not violate a provision of this code if the member has received an advisory opinion and acted in accordance with its provisions. Any advisory opinion provided by the city attorney shall not create an attorney-client relationship and shall not be considered subject to the attorney-client privilege.

(f) *Self-responsibility.* This code of ethics policy is intended to be self-enforcing and is an expression of the standards of conduct expected by the city. Therefore, a copy of this policy shall be provided to all members of the governing body as part of their public office orientation. Each member of the governing body is responsible for upholding these standards. The responsibility of knowing whether or not a given set of circumstances creates an ethical conflict and for acting appropriately rests solely with the individual.

(g) *Complaints under the code of ethics: state or other local law.*

(i) *Generally.*

(A) If member of the governing body believes another member has violated any of the provisions of this code or other state or local law, the member with that

belief should first advise the other member of their belief. If the member initiating the concern does not believe the matter has been satisfactorily resolved, such member may file a written complaint as provided below.

- (B) Any allegation of a violation of any of the provisions of this code or other state or local law against a member of the governing body may be brought by any person and must be submitted in writing as a formal complaint to the attention of the city clerk. Such complaint must be signed and notarized. The city clerk shall forward the complaint to the mayor, the city administrator, the city attorney, and the member accused of the violation.

(ii) *Investigations.*

- (A) Subject to subsections (j) and (k) below, the city attorney shall initially be responsible for investigating complaints and, if necessary, presenting investigative findings to the council committee of the whole. Alternatively, the city attorney may select, with the approval of the city administrator, independent counsel to conduct such investigations; provided, that nothing herein shall be deemed to require that the city attorney itself conduct any investigation if, in the reasonable opinion of the city attorney, the conduct of such an investigation would create any conflict with the role of the city attorney or other regulations applicable to licensed attorneys. Any independent counsel should have experience conducting investigations or in the area of governmental ethics.
- (B) The city attorney or independent counsel, as the case may be, shall investigate the complaint if they determine that the allegations in the complaint, if true, would constitute a violation of any of the provisions of this code or other state or local law. If the city attorney or independent counsel does not believe the allegations in the complaint, if true, would constitute a violation of any of the provisions of this code or other state or local law, the city attorney or independent counsel shall provide their reasons for this finding in writing to the mayor and the city administrator who will forward those reasons to the complainant and the member of the governing body accused of the violation.
- (C) If the city attorney or independent counsel proceeds with an investigation, they will also determine whether the alleged violation of the provisions of this code would also constitute a violation of state or other local law.

(iii) *Investigative findings.*

- (A) Upon concluding the investigation of a complaint, if the city attorney or independent counsel finds that there is clear and convincing evidence that the member of the governing body who is the subject of the complaint violated any of the provisions of this code, they shall notify the mayor and the city administrator, and the city administrator shall coordinate the holding of a meeting of the council committee of the whole for consideration of such investigation. Prior to the meeting of the council committee of the whole, the

city attorney or the independent counsel shall present the investigative findings to the official accused of the violation.

- (B) The city attorney or independent counsel shall present their investigative findings at the meeting of the council committee of the whole where the matter is discussed, and the governing body member who is accused of the violation shall have the right to present evidence on their behalf at the meeting. It is the expectation that such person accused will otherwise recuse themselves from discussion, deliberation, and debate on the matter. Failure to so recuse oneself shall constitute a separate and additional violation of the provisions of this code. After reviewing the investigative findings and the presentation of any evidence, the council committee of the whole will determine whether or not the member accused of the violation committed a violation of any of the provisions of this code.
  - (C) If the city attorney or independent counsel concludes that there is clear and convincing evidence that a governing body member has violated any of the provisions of this code and that such violation also constitutes a violation of state or other local law, the city attorney or independent counsel shall include this information in the investigative findings they present to the mayor, city administrator, and council committee of the whole.
  - (D) Upon concluding the investigation of a complaint, if the city attorney or independent counsel finds that there is not clear and convincing evidence that the governing body member who is the subject of the complaint violated any of the provisions of this code or other state or local law, the city attorney or independent counsel shall not present the investigative findings to the council committee of the whole but shall provide their reasons for this finding in writing to the mayor and the city administrator who will forward those reasons to the complainant and the member accused of the violation.
- (i) *Penalties.* If the council committee of the whole determines a member of the governing body who is the subject of a complaint under this code committed a violation of any of the provisions of this code, the committee may recommend to the city council and the city council may approve one or more of the following actions:
- (i) No action be taken;
  - (ii) Requiring that the governing body member participate in ethics training. Failure to complete such training after it has been ordered by the city council shall constitute a separate and additional violation of the provisions of this code;
  - (iii) Issuing a written warning or an informal reprimand, or adopting a formal resolution of public censure; or
  - (iv) The filing of a complaint or a referral for the institution of ouster proceedings as provided by and subject to the limitations established under applicable law; provided, and subject to the provisions of K.S.A. 60-1206, as amended, that any such complaint

or referral recommended by the council committee of the whole and instituted by the governing body shall require a two-thirds (2/3) vote of the membership of the council committee of the whole and the governing body;

- (v) Other lawful action that the city council deems appropriate, provided that such action is allowable under applicable law.
- (j) *Violations of state and other local laws.* Violations of state or other local laws by members of the governing body may involve independent proceedings and penalties. Notwithstanding the foregoing procedures, if a complaint alleges a violation of any state or other local law, or if the city attorney or independent counsel concludes that a governing body member has violated a provision of this code and/or any such violation constitutes a violation of state or other local law, the city administrator, city attorney, council committee of the whole, or city council may submit to the chief of police, the Kansas Governmental Ethics Commission, the Kansas Attorney General, the Johnson County District Attorney, or other appropriate official a request for review, investigation, or other appropriate action pursuant to state or local law, including but not limited to initiation of criminal or civil proceedings, forfeiture of office, or ouster proceedings if appropriate.
- (k) *Limitations on investigations and enforcement.*
  - (i) *Generally.*
    - (A) This code acknowledges that mere political, personal, or policy disagreements cannot generally support a claim for a violation of the code of ethics unless a specific prohibition or requirement of the code is claimed to have been violated. Public officials have a wide variety of backgrounds, personalities, values, opinions, and goals, but despite this diversity, have all chosen to serve the public and act in the best interest of the community. A mere showing that a member of the governing body has a particular political or policy view or general opinion about a given issue, or is a member or employee of an organization that holds a particular political or policy view or general opinion about a given issue, will generally not suffice to show any violation of this code.
    - (B) Accordingly, and unless directed otherwise by the mayor, the city administrator, or the city council, the city attorney or independent counsel shall not generally be called upon to investigate complaints related to political, personal, or policy disagreements, or complaints related to the general purposes, policies, goals, or guidelines of this code, or general expectations of conduct provided in this code.
    - (C) if the city attorney or independent counsel finds that a complaint primarily involves political, personal, or policy disagreements, or complaints related to the general purposes, policies, goals, or guidelines of this code, or general expectations of conduct provided in this code, the city attorney or independent counsel shall not present any investigative findings to the council committee of the whole but shall provide their reasons for this finding in writing to the mayor and the city administrator who will forward those reasons to the complainant and the member of the governing body accused of the violation.

- (ii) *Campaign or non-city-related matters.* Nothing herein shall be deemed to require that city staff, the city attorney, or any independent counsel review, consider, or investigate complaints or issue advisory opinions related to matters which do not involve city business or operations or which, in the opinion of the city administrator, city attorney, or any independent counsel, constitute campaign or political questions or disputes, including but not limited to political remedies such as recall under K.S.A. 25-4301 et seq.
- (iii) *Frivolous complaints.* Notwithstanding the foregoing procedures, the city administrator, city attorney, or independent counsel may also determine that a complaint is frivolous, or that repeated complaints are intended to disrupt essential functions of the city or harass a member of the governing body. If the city administrator, city attorney, or independent counsel makes such a determination, the city administrator, city attorney, or independent counsel shall present that finding to the mayor and (to the extent handled by the city attorney or independent counsel) the city administrator. If a determination has been made that a complaint is frivolous or is intended to disrupt essential functions of the city or harass an elected or appointed official, the mayor, city administrator, city attorney, or independent counsel may dismiss the complaint and the city may refuse to accept another complaint from the complainant for up to one (1) year following notice to the complainant. For the purposes of this provision, a frivolous complaint is a complaint that has no basis in law or fact, fails to state a legitimate claim, or is brought either in bad faith or for the purpose of harassment.

(Code 2003; Ord. No. 2166, §§ 1, 2, 2-19-2008; Ord. No. 2493, § 1, 2-20-2024)

## **Committee List**

### **Council Committee of the Whole**

Meets: 1st & 3rd Monday of the month at 6:00 p.m. in the Council Chambers

Responsibility: The Committee of the Whole during each City Council Meeting to consider City business.

### **Park & Recreation Committee**

Meets: 2nd Wednesday of January, March, May, September, October and November at 5:30 p.m. in the Council Chambers

Responsibility: The Park & Recreation Committee recommends policies and guidelines to the City Council on issues related to the Prairie Village park system and the Prairie Village Swimming Pool Complex. This committee was instrumental in the pool complex renovations which occurred in 2000 and the adoption of the Parks Master Plan in 2009. The Park and Recreation Committee also prepares an annual park improvement and maintenance program. Members must be Prairie Village residents.

### **Planning Commission**

Meets: 1st Tuesday of the month at 6:00 p.m. in the Council Chambers

Responsibility: The Planning Commission reviews issues related to land use in the City, including requests for re-zoning, development proposals for new or expanded commercial construction, Conditional Use Permits, and Special Use permits. The Planning Commission also reviews the City's Comprehensive Land Use Plan.

### **Board of Zoning Appeals**

Meets: 1st Tuesday of the month as needed at 6:00 p.m. in the Council Chambers

Responsibility: The Board of Zoning Appeals hears requests for variances to the City's zoning regulations and appeals of zoning interpretations made by City staff.

### **Civil Service Commission**

Meets: As Needed

Responsibility: The Prairie Village Civil Service Commission assists in determining qualifications of applicants for the position of commissioned police officer, and for promotion of officers. The Civil Service Commission also serves as an appeals board for commissioned officers.

### **Prairie Village Arts Council**

Meets: Wednesdays preceding arts reception of every month at 5:30 p.m. in the Council Chambers

Responsibility: The Prairie Village Arts Council provides recommendations to the Governing Body regarding policies and guidelines on matters pertaining to: promotion and development of the arts in Prairie Village, acquisition of art for the city, landscaping of city facilities and development of cultural activities for the City. Several of the Arts Council's projects and initiatives include: coordinating art exhibits in the Municipal Offices' R.G. Endres Gallery and sponsoring events throughout the year.

**Environmental Committee**

Meets: 4th Wednesday of every month (except July and December) at 5:30 pm in the Multi-Purpose Room in City Hall

Responsibility: The Environment/Recycle Committee's primary objective is to increase awareness among Prairie Village residents of the importance of preserving the environment and natural resources. The Environment/Recycle committee sponsors a variety of programs and initiatives.

**Board of Code Appeals**

Meets: As needed

Responsibility: The Board of Code Appeals hears and provides rulings on appeals of orders, decisions or determinations made by the Building Official relative to the application and the interpretation of the City's adopted building and construction codes. Board of Code Appeals members should have experience in architecture, engineering and/or construction.

**VillageFest Committee**

Meets: 4th Thursday of the Month between January & July at 5:30 p.m. in the Multi-Purpose Room in City Hall

Responsibility: The VillageFest Committee sponsors and coordinates the City's annual VillageFest 4th of July celebration.

**JazzFest Committee**

Meets: As needed between January & October at 5:30 p.m. in the Multi-Purpose Room in City Hall.

Responsibility: The JazzFest Committee sponsors and coordinates the City's annual jazz festival.

**Tree Board**

Meets: 1st Wednesday of the Month at 6:00 p.m. at the Public Works Building

Responsibility: The Tree Board studies and provides recommendations regarding trees, shrubs and other plantings on City-owned property. The Tree Board also works to promote and preserve trees, shrubs, and plantings throughout the City.

**Prairie Village Foundation**

Meets: As needed

Mission: To provide assistance to persons in need, foster and promote acquisition and/or development of parks and recreation facilities make available cultural arts opportunities and engage in activities incidental to accomplishing such purposes within the City of Prairie Village.

**Insurance Committee**

Meets: As needed

Responsibility: The Insurance Committee monitors and discusses insurance issues relating to the City, and recommends insurance bid awards, when applicable.

**Diversity Committee**

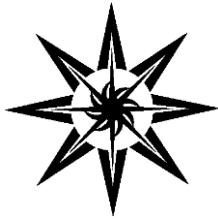
Meets: The second Tuesday of the month at 4:30 p.m. in the Multi-Purpose Room in City Hall.

Responsibility: The City of Prairie Village established a diversity task force in 2020 that became an official City Committee in 2021. The committee's mission is to develop a set of advisory recommendations for the governing body to attract and retain diverse residents in Prairie Village.

**Ad Hoc Committees**

Meets: As needed

Responsibility: Ad Hoc Committees are established by the Mayor to discuss a particular subject and make recommendations to the Mayor and Council. These committees meet as long as necessary, but are not considered permanent committees.



## **PUBLIC WORKS DEPARTMENT**

**Consent Agenda: November 17, 2025**

### **CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT DRAIN-24X: 75<sup>th</sup> STREET AND BRIAR STREET CULVERT REPLACEMENT**

#### **RECOMMENDATION**

Move to approve the interlocal agreement with Johnson County for the DRAIN24X storm drainage improvement project.

#### **BACKGROUND**

The Johnson County stormwater management program has approved funding participation for the replacement of a corrugated metal pipe north of 75<sup>th</sup> Street near Briar Street. The County's funding for this project comes from the Stormwater Management Program's (SMP's) system management renewal funding program.

The City has received the Interlocal Agreement from Johnson County for execution. Under this agreement, the County will participate in the project cost at a rate of 50% of eligible construction expenses, with reimbursement not to exceed \$35,850.00.

The total construction cost for this repair project is \$121,474.50, and the construction contract was awarded to Griggs Construction on October 6, 2025.

#### **FUNDING SOURCE**

Funding is available in the CIP project DRAIN24X.

#### **ATTACHMENTS**

Interlocal Agreement with Johnson County (1-PV-2024-R534)

#### **PREPARED BY**

Cliff Speegle, Sr. Project Manager

November 10, 2025

**Agreement between  
Johnson County and the City of Prairie Village  
For a Stormwater System Renewal Project  
known as 75<sup>th</sup> and Briar  
1-PV-2024-R-534**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as 75<sup>th</sup> and Briar (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
  
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP). The SAMP can be found at <https://www.jocogov.org/sites/default/files/files/2024-04/JOCO-SMP-SAMP-Report.pdf> or will be provided upon request.
  
3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Seventy One Thousand Seven Hundred Dollars (\$71,700). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
  
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement

to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

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

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

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

**If to the County:**

Mr. Lee Kellenberger  
Urban Services Division Director  
Johnson County Public Works  
1800 W. Old 56 Highway  
Olathe, KS 66061

**If to the City:**

Keith Bredehoeft, P.E.  
Public Works Director  
City of Prairie Village  
3535 Somerset Drive  
Prairie Village, KS 66208

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of  
Johnson County, Kansas**

**City of Prairie Village**

\_\_\_\_\_  
Mike Kelly, Chairman

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

Attest:

Attest:

\_\_\_\_\_  
Megan Johnson  
Deputy County Clerk

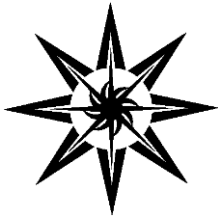
\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Scott Abbott  
Assistant County Counselor

\_\_\_\_\_  
City Attorney



**POLICE DEPARTMENT**

**Council Meeting Date: November 17, 2025**

**CONSENT AGENDA:** Consider approval of a contract with Great Plains SPCA for animal shelter services.

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**RECOMMENDATION**

Staff recommends the approval of a contract with Great Plains SPCA for animal shelter services.

**COUNCIL ACTION REQUESTED ON: November 17, 2025**

**BACKGROUND**

The Police Department currently receives animal shelter services for the animal control unit from Great Plains SPCA. The contract with Great Plains has expired and Great Plains' proposed new contract has several price increases. The Community Service Officers researched the pricing and services provided by Great Plains against other entities in the industry and believe it to be the best possible solution. Below is a breakdown of SPCA fee increases from 2024 to 2025:

<u>Great Plains SPCA Fee Schedule</u>	<u>2024 (per animal)</u>	<u>2025 (per animal)</u>
Holding Fee	\$50-\$100	\$50-\$100
Unreclaimed Fee	\$275-\$356	\$300-\$570
Rabies quarantine: based on bite level	\$50-\$100/day	\$60-\$100/day
Medical Fee	\$295	\$325
Euthanasia Fee	\$112	\$123
Disposal Fee	\$42	\$46

Several other local agencies, including Overland Park, Leawood, and Mission utilize Great Plains SPCA for animal shelter services and are satisfied with the service that they provide. The proposed contract with Great Plains SPCA is substantially similar to the previous contract with them but includes additional language involving additional partnership between the City and Great Plains. Animal shelter services are billed per use and currently paid out of a contract services line item in the police department budget. The Police Department recommends that Council approve the contract with Great Plains SPCA for animal shelter services.

**FUNDING SOURCE**

01-03-23-6009-000

**ATTACHMENTS**

Proposed contract with Great Plains SPCA

**PREPARED BY**

Captain Joel Porter  
Patrol Division Commander  
November 3, 2025

## City Boarding Agreement

**THIS AGREEMENT** (this “Agreement”) is effective as of November 17, 2025, by and between the **CITY OF PRAIRIE VILLAGE, KS** (the “**CITY**”) and **GREAT PLAINS SPCA (“GREAT PLAINS”)** for and on behalf of itself and its subsidiaries.

**WHEREAS**, the City has enacted certain ordinances prohibiting dogs and cats from running at large in the City, mandating the licensing of dogs and cats, and providing for the impoundment and disposition of animals found running at large or otherwise in violation of said ordinances; and

**WHEREAS**, the City deems it desirable and in the best interest of the City to contract with Great Plains to board and dispose of dogs found running at large or otherwise impounded pursuant to City ordinance, or cats who are deemed ill or injured.

**NOW, THEREFORE**, the parties agree as follows:

1. Services provided by Great Plains:
  - a. Great Plains will provide, at its own expense, a suitable and adequate animal shelter for the proper handling of lost, stray or otherwise impounded animals, which shelter shall be supervised by a competent person or persons. Great Plains shall be open daily at such hours as Great Plains shall determine, provided it shall be open for the public to recover animals a minimum of six hours per day during normal business hours every day. Great Plains will provide 24-hour access to Animal Control and Police Officers for the impoundment of animals.
  - b. Great Plains agrees to accept all dogs, including unowned dog and bite cases, picked up or delivered to Great Plains by the City or its employees with the exception of cats who are not ill or injured; provided, however, Great Plains shall not have to accept large animals such as horses, cattle, deer, farm animals or other large, vicious or dangerous animals not customarily sheltered by Great Plains. In the case of bite holds, Great Plains reserves the right to limit its responsibility to hold such cases to the 48-hour period after they are delivered to Great Plains by the City. In such cases, City will be responsible for returning such animals to the owner or transferring such animal to another facility. Great Plains will bill the City, or the owner if returned to home, for the services that it provides during the period it holds the animal.
  - c. Great Plains shall first refer all persons and calls concerning strays found in City to the City’s Animal Control division. Great Plains agrees it will not accept an animal on behalf of the City without first obtaining authorization from the City. The City will only be billed

for animals they bring in or approve for public surrender. Great Plains may accept pets from citizens in said city for an appropriate relinquishment fee paid to Great Plains by the citizen should the City's Animal Control division decline impoundment of the pet under the City's contract, but the City will bear no responsibility for such pet.

- d. Great Plains agrees to provide proper and adequate food, shelter, water and humane care to the animals delivered to it by the City during all times the animals are in its possession and until redeemed or otherwise disposed.
- e. Animals delivered to Great Plains who are in need of immediate medical care to treat an injury or illness, will be billed to the City according to Exhibit A: Fee Schedule. Examples of such injuries or illnesses include, but are not limited to: pets who have been hit by a car, broken limbs, lacerations or other open wounds, or parvo virus, etc. Routine medical care for general/common illnesses, heartworms, providing vaccinations, etc. will not be billed to the City and will be provided to pets delivered by City's Animal Control division under the general contract terms. The City's Animal Control division also has the option to transfer the pet to another veterinary clinic for treatment at their own expense; however, pets who are obviously or suspected to be injured or seriously ill may not, under any circumstances, be delivered to Great Plains after hours. Any pet who is in the possession of the City after hours and is injured or ill must be transferred to an emergency hospital. It is not humane or acceptable for Animal Control Officers to deliver pets to Great Plains after hours who are suffering and in need of medical attention. Euthanasia will be reserved for pets who are suffering, not for pets with a treatable condition. Great Plains will not euthanize a pet, even if released by the City, who can be reasonably treated and rehabilitated. For all pets delivered to and housed at Great Plains, medical conditions will be promptly treated to prevent pain, suffering and discomfort.
- f. Great Plains agrees to hold all of the animals delivered to it by the City (except those covered by subsections h below) for a minimum period of 5 days (the "Holding Period"); provided, however, that any animal so impounded may be reclaimed by its legal owner within the Holding Period provided the owner pays any outstanding administrative and/or veterinary fees and charges to Great Plains. At the end of the Holding Period, all animals that remain unclaimed shall become the property of Great Plains and may be listed for adoption by Great Plains, transferred to another Humane Organization or Rescue, or humanely euthanized at the shelter. Great Plains will not knowingly list for adoption any animal that is vicious or that has been deemed dangerous.
- g. Great Plains SPCA reserves the right to provide holding space for animals required for rabies observation. Unowned animals can be held for rabies observation by Great Plains SPCA and billed to the city accordingly. Owned animals can be held for up to 48 hours

and will then need to be transferred and held at a Johnson County Veterinary Hospital or maintained on home owner quarantine if so deemed appropriate by the City.

- h. Great Plains has the right to deworm, vaccinate, and medically treat all animals upon arrival at Great Plains regardless of the pet's condition to protect the animal and others from disease and suffering.
  - i. Great Plains agrees to keep records and make such reports as shall be reasonably required by the City concerning the animals it cares for on behalf of the City, and Great Plains shall render itemized monthly statements to the City.
  - j. Great Plains agrees to complete any City forms provided to it by Animal Control, and to collect any further information requested by Animal Control, related to persons recovering animals.
2. Obligations of the City:
- a. Any animal that appears to be suffering from injury or illness or appears to have a contagious disease shall be (1) released to Great Plains for medical treatment to be charged in accordance with Exhibit A or, (2) must be taken by the City to a veterinarian of the City's choice immediately. This includes after-hours impoundments. Medical conditions must be treated immediately to prevent suffering, pain and discomfort.
  - b. The City shall provide designated procedures for animal control needs that arise when Great Plains is open but animal control is not on duty, including after-hours contact information, dispatch assistance, and phone or email approval of intakes. In the event a pet is brought in by a citizen after hours and the City is unavailable to approve or decline impoundment of the pet, Great Plains shall first contact the City's 24-hour police dispatch department to seek a determination as to approval or declination.
  - c. In the event the City delivers a bite case animal to Great Plains, the City shall provide a cropped photo of the injury for their use, if the City possesses one.
  - d. Throughout the contract term, the City will partner with Great Plains by supporting its mission and community efforts, by participating in the following activities:
    - a. At least one animal control representative will attend virtual quarterly informational meetings hosted by Great Plains, during which Great Plains will provide information about current practices and garner feedback.
    - b. City representatives will participate in two community events in partnership with Great Plains, including microchip clinics, spay/neuter clinics, or other community events. The City will work with Great Plains to schedule these events.

- c. Animal Control Officers will shadow Great Plains shelter staff once a year for a period of two to four hours at a mutually convenient time to be determined.
- d. Animal Control Officers will provide select Great Plains shelter staff opportunities to shadow them once a year at a mutually convenient time to be determined.
- e. The City will share relevant Great Plains social media posts monthly, including links to Great Plains strays and lost pets postings.

3. After-Hours Impoundment

Great Plains prohibits inhumanely impounding an animal. Any animal impounded after normal working hours shall be provided with water and placed in a holding kennel of appropriate size. Great Plains shall provide after-hours Impounding Officers with all necessary supplies to include litter boxes, food, bedding and cleaning supplies. Animals are not to be left in traps or in outdoor pens overnight. No animal is to be left in the facility without proper paperwork being completed by the Animal Control Officer, Police Officer or City designee impounding the animal. Great Plains is responsible to ensure that there are adequate, secure and sanitary cages or runs available for all impounded animals. Impounding Officers may not place injured or ill animals in kennels after hours. Such pets must be transported by Animal Control to an after-hours veterinary facility for care/treatment. Pets can be transferred to Great Plains the following morning during normal business hours for continued care.

4. Fees:

In consideration for the above performance, the City agrees to pay Great Plains as follows:

**See Exhibit A – Fee Schedule**

These fees may be changed or additional fees imposed by Great Plains, provided that Great Plains gives the City one hundred and twenty (120) days prior written notice of such change or additional fees in accordance with Section 15 and provided that the City agrees in writing to such increased fees.

5. Independent Contractor:

The parties hereto agree that the services to be provided by Great Plains are being provided strictly on a contract basis. Great Plains is not and shall not be considered a part of the City and shall not be subject of the control of the City, but shall be considered an independent contractor at all times.

6. Assignability:

This agreement shall not be assignable without prior written permission of both parties

7. Non-Discrimination:

Great Plains agrees that:

- a. Great Plains 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, national origin, ancestry, age, sexual orientation, disability or gender identity;
- b. In all solicitation or advertisements for employees, Great Plains shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- c. If Great Plains fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Great Plains shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. If Great Plains is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the Commission which has become final, Great Plains shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the City; and
- e. Great Plains shall include the provisions of subsections 7 (a) through (d) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- f. The provisions of this section shall not apply to a contract entered into by Great Plains if:
  - aa. Great Plains employs fewer than four employees during the term of such contract; or
  - bb. Great Plains contracts with the City cumulatively total \$5,000.00 or less during the fiscal year for the City.
- g. Great Plains 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 in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to Great Plains, and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

8. Non-Exclusivity:

This Agreement shall not preclude the City from entering into any agreement with, or from utilizing, any other impounding entity or shelter and shall not be considered exclusive.

9. Term:

This Agreement shall be effective November 17, 2025, and shall continue in effect until November 16, 2026. The term of this Agreement shall be automatically extended at the end of the initial term for a twelve month period, and in like manner for all succeeding years, unless and until either party terminates the Agreement pursuant to Section 10, below.

Notwithstanding the foregoing or any other language contained in this Agreement, the City is obligated to pay only such periodic payments or monthly installments thereof as may lawfully be made from funds budgeted and approved for that purpose. The City agrees to notify Great Plains at the earliest possible time of the non-availability of funds from which to make any periodic payment or monthly installment.

The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in conformity with such laws. Further, the parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

10. Termination:

Either party may terminate this agreement at any time for their convenience. Great Plains must give the City ninety (30) days' written notice of termination. The City must give Great Plains thirty (30) days' written notice of termination.

11. Periodic Meeting:

The parties agree to meet as needed or requested by either party during the term of this Agreement to better anticipate the needs of the parties prior to renegotiation of the Agreement.

12. Insurance:

During the term of this Agreement, Great Plains agrees to maintain insurance coverage of the types and minimum liability limits as set forth below. Great Plains shall furnish to the City a Certificate of Insurance verifying such coverage. The certificate holder on the Certificate of Insurance shall be as follows:

**CITY OF PRAIRIE VILLAGE, KS**

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice by certified mail to the stated address of the certificate holder.

13. Minimum Liability Limits:

Commercial General Liability insurance on an occurrence basis in amounts no less than \$500,000 bodily injury and property damage per occurrence; \$500,000 general aggregate.

Industry Ratings – City will only accept coverage from an insurance carrier who carries a Best’s policyholder rating of A-:VII or better; or is a company mutually agreed upon by the City and Great Plains.

14. Indemnification

a. Great Plains shall indemnify, defend and hold harmless the City from and against all damages, expenses (including, but not limited to reasonable attorney fees), obligations, costs, liabilities, losses, claims, actions or causes of actions whatsoever sustained by the City arising from or related to Great Plains' obligations pursuant to this Agreement to the extent that such damages, expenses, obligations, costs, liabilities, losses, claims, actions or causes of action are caused by the negligence of the Great Plains, its employees or its agents.

b. The City shall indemnify, defend and hold harmless Great plains from and against all damages, expenses (including, but not limited to reasonable attorney fees), obligations, costs, liabilities, losses, claims, actions or causes of actions whatsoever sustained by Great Plains arising from or related to the City's obligations pursuant to this Agreement to the extent that such damages, expenses, obligations, costs, liabilities, losses, claims, actions or causes of action are caused by negligence of the City, its employees or its agents.

15. Notices.

The parties agree that all notices under this Agreement shall be in writing and shall be deemed to have been duly given upon either being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or to any subsequent representative for which notice is provided pursuant to this section.

Great Plains SPCA	City of Prairie Village, KS
Tam Singer	Wes Jordan
CEO	City Administrator
5428 Antioch Drive	7700 Mission Rd
Merriam, Kansas 66202	Prairie Village, KS 66208

16. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral and written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to, accepted and signed by both parties.

17. No Third Party Beneficiaries:

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

18. Severability:

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided; however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

[THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**CITY OF PRAIRIE VILLAGE, KS**

**GREAT PLAINS SPCA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Danielle Husted  
Title: CFO  
Date: \_\_\_\_\_

**ATTESTATION TO: CITY OF PRAIRIE VILLAGE, KS**

**ATTESTATION TO GREAT PLAINS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

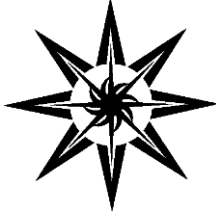
**Exhibit A**

**REVISED FEE SCHEDULE**

<p>a. Holding Fee</p> <p>Applied to every animal delivered to Great Plains by the City, including those that are ultimately returned to home within the five-day holding period. These will be billed at a flat rate of</p> <p>i. \$100 for dogs, or ii. \$50 for cats and other small animals</p> <p>Exceptions include:</p> <ul style="list-style-type: none"><li>• In the event a litter of puppies or kittens are impounded together, only one holding fee will be charged.</li><li>• No holding fee will be charged for animals returned to home within two hours of their arrival at Great Plains.</li><li>• Owned and unowned animals brought to Great Plains on bite hold by the City will be charged a holding fee of \$150.</li></ul>	<p>\$50-100 (Per animal)</p>
<p>b. Unreclaimed Fee</p> <p>Applied to each animal delivered to Great Plains by the City that is not returned to home during the five-day holding period will be billed at a flat rate of</p> <p>i. \$570 for dogs greater than 35lbs, or ii. \$425 for dogs less than or equal to 35lbs, or iii. \$300 for cats and other small animals</p> <p>in addition to the holding fee.</p> <p>Exceptions include:</p> <ul style="list-style-type: none"><li>• If an animal is surrendered in the field or if a City requires an owner to surrender their pet to Great Plains, an unreclaimed fee will be charged to the City.</li><li>• In the event a litter of puppies or kittens are impounded together, unreclaimed fees will only be charged for the first three of the litter.</li></ul>	<p>\$300-\$570 (Per Animal)</p>

<ul style="list-style-type: none"> <li>• Animals on court hold will be billed at a daily rate of \$50 due to the longevity of the hold. A discount exists if an animal is placed in foster care and will be billed at a rate of \$25 for each day in foster care.</li> <li>• For animals serving any length of a rabies quarantine at Great Plains, a daily rate will be charged in addition to the holding fee. The daily rate will be billed based on the bite level as determined by the Great Plains Behavior Team. <ul style="list-style-type: none"> <li>i. \$60 per day for bites level 1-2</li> <li>ii. \$75 per day for bites level 3-4</li> <li>iii. \$100 per day for bites level 5+</li> </ul> </li> </ul> <p>Note if the owner of the animal serving a rabies quarantine is known, the owner is responsible for the daily fees but not the holding fee. If photos of the bite are not provided to Great Plains within 48 hours, fees will be charged at the 5+ level due to lack of information and unknown risks.</p>	
<p>c. Medical Fee</p> <p>Applied in the case of animals delivered to Great Plains in need of immediate medical care to treat an injury or illness, including without limitation, broken limbs, lacerations, parvo virus, ringworm or other open wounds or contagious diseases. This fee includes euthanasia if done after medical care is provided. The medical fee does not apply if only services are spay/neuter and vaccinations.</p> <p>An exception exists for animals on court hold. Medical fees will be billed as actuals for the entire hold.</p> <p>In the event a pregnant animal is brought to Great Plains and the animal is not returned to home during the five-day holding period, a \$250 fee will be charged.</p>	\$325 (Per Animal)
<p>d. Euthanasia Fee</p> <p>Charged if immediate, with no medical services provided. To be determined by Great Plains medical team. An Unreclaimed fee under b. will not be charged in such case.</p>	\$123 (Per Animal)
<p>e. Disposal Fee</p> <p>Charged if animal is delivered deceased or requires euthanasia.</p>	\$46 (Per Animal)
<p>f. Alarm Surcharge</p>	\$75 for each offense

<p>Charged if drop off of animal when the shelter is closed results in an Alarm Event.</p>	
<p><b>g. Return to Home Discount</b></p> <p>Great Plains is offering a discount applied to holding and unreclaimed fees on a month-to-month basis if the City's return-to-home (RTH) rate reaches one of the benchmarks set forth to the right.</p> <p>The RTH rate is calculated by taking the number of intakes returned to home divided by the total number of intakes impounded by the City.</p> <p>Animals serving a rabies quarantine or animals on court hold do not qualify for this discount.</p>	<p>RTH Rate → Discount (Per Month)</p> <p>65% → 5% 70% → 10% 75%+ → 15%</p>



## ADMINISTRATION DEPARTMENT

Council Meeting Date: November 17, 2025  
New Business Agenda

**COU2025-47: Consider 2026 contribution allocation recommended by United Community Services for Human Service Fund grants**

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### RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2026 Human Service Fund Recommendation Report and a contribution to UCS of \$11,500.

### BACKGROUND

For many years, the City has contributed to the United Community Services (UCS) Human Service Fund. Currently, fourteen Johnson County cities contribute to the Fund. This fund helps support local non-profit agencies. The 2026 budget has designated \$11,500 for this contribution, an increase of \$1,000 from 2025. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2026 Human Service Fund Recommendation Report.

### FUNDING SOURCE

Full funding is included in the 2026 budget for the Community Programs.

### ATTACHMENTS:

- 2026 Human Service Fund Cover Letter
- 2026 Human Service Fund Recommendation Report
  - Appendix A - Participating Jurisdictions and Review Committee
  - Appendix B - Human Service Fund Guidelines
  - Appendix C - Federal Poverty Level Guidelines

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Prepared By: Jason Hannaman, Finance Director  
Date: November 11, 2025



# United Community Services of Johnson County

September 19, 2025

## Board Members

Erik Erazo, President  
Dr. Putul Allen, MD  
Hon. Jenifer J. Ashford  
Rev. Cheryl Jefferson Bell  
Molly Haase  
Robin Rollins Harrold  
Patty Markley  
Dr. L. Michael McCloud, PhD  
Rogean Patterson-King  
Nolan Sunderman  
David E. Waters  
Vicki Webster  
Vanessa Vaughn West  
Dave White  
Michael Wilson

## Non-voting:

Jeff Short  
Julie Karins

## Council of Advisors

Mary Birch  
Pat Colloton  
Dr. Stuart Day  
Hon. Peggy Dunn  
Jeff Ellis  
Rev. Adam Hamilton  
Ellen Hanson  
Terrie Huntington  
Audrey Langworthy  
Hon. Mike Kelly  
Penny Postoak Ferguson  
Jill Quigley  
Tom Robinett  
Clint Robinson  
Carol Sader  
Brad Stratton  
Charlie Sunderland  
Hon. Stephen Tatum  
David Warm

## Executive Director

Kristy Baughman

To: Wes Jordan, City Administrator

From: Kristy Baughman, Executive Director

RE: 2026 Human Service Fund Recommendation Report

The United Community Services (UCS) Board of Directors has prepared its 2026 Human Service Fund allocation recommendations. An electronic version of the 2026 Human Service Fund Recommendation Report is attached. Print copies are available upon request.

UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately \$494,880. This was a highly competitive grant year, with requests of nearly \$140,000 over available funds. As a response to the growing need and limited funding available the grant review committee established a maximum grant award for 2026 of \$60,000. This will cause a reduction in funding for one grantee but benefit many others.

During 2026, HSF allocations will benefit Johnson County residents who will be served through 19 programs recommended for grants. Thanks to your support, in 2024, programs receiving Human Service Fund grants provided over 200,000 units of service to more than 65,000 Johnson County residents.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving UCS' recommendations for Human Service Fund grants.

**The city of Prairie Village is requested to approve the recommendations and notify UCS no later than December 31, 2025.** After that date, the recommendations will stand as presented.

If you have any questions about the recommendations or process, please contact Erika García Reyes at erikag@ucsjoco.org or (913) 689-2325. We appreciate your support of this county-wide partnership. Thank you.

CC: Nickie Lee, Jason Hannaman

Enclosure: 2026 Human Service Fund Recommendations Report



# United Community Services of Johnson County

## 2026 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

### Board Members

Erik Erazo, President  
Dr. Putul Allen, MD  
Hon. Jenifer J. Ashford  
Rev. Cheryl Jefferson Bell  
Molly Haase  
Robin Rollins Harrold  
Patty Markley  
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Carol Sader  
Brad Stratton  
Charlie Sunderland  
Hon. Stephen Tatum  
David Warm

### Executive Director

Kristy Baughman

Human service programs are vital to the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and county government leaders for recognizing the important role of local government in supporting human service programs. Together, Johnson County Government and 14 cities have budgeted \$501,398 for the **Human Service Fund (HSF)** in 2026.

HSF received twenty applications requesting a total of \$614,672 in funding. For 2026, nineteen applicants are recommended for funding. Two applicants are awarded through the Small Grants Program, which provides grants of less than \$5,000 for new, growing, and/or grassroots organizations working to build their footprint and grant capacity.

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

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

Thanks to your support in 2024, programs receiving HSF grants provided over 200,000 units of service to more than 65,000 Johnson County residents. These “units of service” included medical and dental appointments, mental health supports, nights of safe housing, counseling and case management, emergency rental and utility assistance, food pantries, employment training and more. These programs benefit more than just the individual and their family; the entire community, including local government, benefits.

By investing in strong human service supports—such as childcare, transportation, housing, healthcare, and family services—our community can foster safer neighborhoods, healthier families, and greater economic stability. A well-supported infrastructure not only strengthens quality of life for all residents but also fuels long-term growth by reducing costs, increasing tax revenue, and creating the foundation for a thriving, connected community.

**Jurisdictions are asked to accept the funding recommendations by December 31, 2025.**

## 2026 Human Service Fund Applicant History and Recommendations

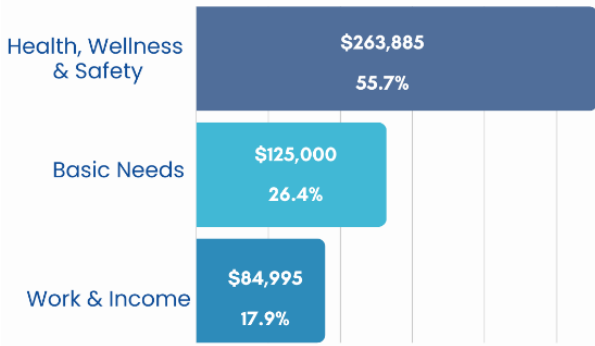
<i>Small</i> /HSF Grant Applicant	2024 Grant	2025 Grant	2026 Recommended	HSF Small Grant Program Description
Community Center of Shawnee	\$4,950	\$4,950	\$4,995	Small grants launched in 2022, grants in amounts <\$5,000 Fuel Cards/Transportation: Provides transportation assistance, including fuel cards, flat-tire repair, bicycle purchases or parts, and ride-share programs to help residents increase self-sufficiency.
Fountain of Life	No Request	\$4,950	\$4,999	Healthy GenerAsians (HG): supports health equity for Asian American and Pacific Islander seniors who are Limited English Proficient by offering affordable counseling and free psychosocial education groups.
Gateway of Hope	\$4,950	No Request	No Request	Sisters of Hope/Hermanas en la Esperanza: behavioral healthcare accessible to low income, under/uninsured teen girls and women in Johnson County through free and reduced fee services with services provided in English and Spanish.
Starfish	\$3,000	No Request	No Request	A Life With Dignity: provides necessities including clothing, hygiene products, meals, rent and utility assistance, and health screenings to families at or below poverty in Johnson County.

<i>Regular</i> HSF Grant Applicant	2024 Grant	2025 Grant	2026 Recommended	HSF Regular Grant Program Description
CASA of Johnson & Wyandotte*	\$50,000	\$45,000	\$50,000	Child Advocacy Services: court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or high concern for safety and placement.
Catholic Charities of NE Kansas (CCNEK)*	\$67,000	\$67,000	\$60,000	CCNEK Stabilization: emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Center of Grace	\$7,500	\$7,500	\$10,000	English Language Learner Preschool: free preschool for English language learner children, supporting caregivers as they attend JCCC classes at Center of Grace.
El Centro, Inc.*	\$25,000	\$25,000	\$35,000	Johnson County Family Services: Center supports low-income, under/uninsured households through economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	\$7,500	\$9,740	\$16,193	Community Connections YouThrive (CCYT): supports youth aging out of foster care by assigning specialists who offer guidance and connecting them to necessary resources for a smoother transition into adulthood.
Growing Futures EEC*	\$20,000	\$20,000	\$25,000	Wrap-Around Care: provides scholarships for pre-kindergarten childcare costs for low-income families, supports full-time education/employment of caregivers and provides family support that results in strong kindergarten preparedness.
Habitat for Humanity	\$5,000	No Request	No Request	Neighborhood Revitalization: minor home repair, critical home repair, and home weatherization projects for low-income clients who provide "sweat equity" to support home retention and safe and adequate housing.
Health Partnership Clinic*	\$49,500	\$49,500	\$57,500	Medical Home for Low-income Uninsured of Johnson County: Free and sliding-scale health care, dental care, and behavioral healthcare, through a medical home model, for uninsured and low-income Johnson County residents.
Hillcrest Ministries of MidAmerica*	\$10,000	\$10,000	\$10,000	Transitional Housing for Youth and Families: offers transitional housing and supportive services, including case management, budget counseling, and life skills development for youth, single adults, and families experiencing homelessness.
HopeBUILDERS	\$5,000	\$5,000	\$10,000	Accessibility and Home Repair: provides accessibility modifications and home repairs for older adults and individuals with disabilities in Johnson

				County to support safe, adequate housing and retention of affordable housing.
JoCo IHN	\$8,000	No Request	No Request	Johnson County Interfaith Hospitality Network: Provides case management, including shelter for single women and families with children experiencing homelessness.
Inclusion Connection	No Request	\$10,000	\$10,000	Connections: Helps adults with developmental disabilities secure and maintain competitive employment through individualized coaching and transportation support.
Kansas Children's Service League (KCSL)	\$20,000	\$20,000	\$20,000	Healthy Families Kansas City: Offers home-based education and family support for new parents whose children are at risk of abuse or neglect, promoting positive parenting and child safety.
Kansas Parents as Teachers	\$5,000	\$5,000	No Request	Bright Futures: an in-home assistance program providing developmental, social-emotional, and health screenings for children, and resources for families to support family health and reduce the need for foster care.
KidsTLC*	\$17,500	\$25,000	\$29,193	Thriving Communities: Crisis counseling, parent education, and assistance navigating health and mental healthcare, housing, and resources to support positive family outcomes.
Metropolitan Organization to Counter Sexual Assault (MOCSA)	No Request	No Request	\$15,000	Preventing Sexual Violence in Johnson County Schools: Implements age-appropriate prevention programs in schools to educate students, staff, and caregivers on recognizing, preventing, and responding to sexual violence. The program promotes healthy relationships, boundaries, and consent, while equipping trusted adults with the tools to support youth and create safer school environments.
NCircle*	\$32,325	\$30,000	\$35,000	Reentry Program: Intensive, on-site 30-day cognitive and behavioral therapy, skills training, financial literacy, and job placement assistance for clients in Department of Corrections custody assessed as at high risk of recidivism and unprepared to obtain/maintain employment.
Pathway to Hope	\$5,000	\$10,000	\$0	Reclaim Living: Through the Reclamation Clubhouse, empowers adults with serious mental illness to maintain stable housing and employment by providing job training, transportation, work tools, attire, and ongoing support.
Safehome	\$24,000	\$24,000	\$24,000	Safehome's Shelter: Case management services for clients of the domestic violence shelter, including emergency shelter, housing assistance, therapy, legal services, and advocacy.
Salvation Army	\$25,000	\$25,000	\$10,000	The Johnson County Family Lodge and Transitional Housing: Offers transitional housing for families in Johnson County experiencing homelessness, including related services and comprehensive case management utilizing strengths-based case management.
Sunflower House*	\$47,000	\$47,000	\$47,000	Personal Safety Education Program: Personal safety, education and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters, provided both online and in-person.
<b>Subtotal Regular HSF</b>	\$421,790	\$434,740	\$463,886	
<b>Subtotal Small HSF</b>	\$12,900	\$9,900	\$9,994	
Administration	\$28,500	\$28,500	\$31,000	Fee for administration of HSF.
<b>Total</b>	\$463,190	\$473,140	\$504,880	The 2025 federal poverty level for a family of three is \$26,650. For more information <i>see Appendix C.</i>

\*Applicants are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2026 and 2027 and the returning grantee met requirements of continued performance, timely semi-annual reporting, and affirmed that it wishes to continue substantially the same program at the same level of funding in calendar year 2027.

## HSF Funding Recommendations by Program Type



The HSF funding priorities are determined every year to reflect the needs of the community. Components of the safety net investment supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness, and personal safety.

Programs funded change year over year. The chart on the left provides a visual illustration of how the funding was distributed in this cycle.

## 2026 HSF *Small Grants* Recommendations

HSF Small Grants were developed and launched in 2022, after consultation with contributing jurisdictions. HSF Small Grants are in amounts of less than \$5,000 for agencies that are new, growing, and/or grassroots and working to build their footprint and grant capacity in Johnson County. As with regular HSF applicants, these nonprofits must meet Human Service Fund guidelines (see Appendix B), including funding priorities, eligibility criteria, and reporting requirements. A total of \$9,994 is recommended for these applicants in 2026.

### Community Center of Shawnee

\$4,995  
Recommendation

An increase of \$45 in funding, for a total of \$4,995, is recommended to support the Community Center of Shawnee's enhanced focus on transportation assistance, as part of its emergency assistance program. This program aims to promote the self-sufficiency of Johnson County's low-income residents by addressing transportation as a critical barrier to employment, healthcare, and essential services. Support may include fuel cards, flat tire repair, ride-share services, and limited assistance with bicycle parts or purchases, allowing residents to maintain reliable access to jobs, medical appointments, and daily necessities.

**2026 Results Projected:** The Community Center of Shawnee expects to provide 540 individuals with 540 units of service for transportation support to obtain and maintain employment and attend medical visits.

**Outcomes Achieved 2024:** Community Center of Shawnee served a total of 3,617 individuals, including 1,312 Johnson County residents. To address transportation needs, the Center provided 459 QuikTrip fuel cards. Other transportation services provided included: 1 car battery, 4 flat tire repairs, and 1 driver's license fee. Transportation assistance supported households in maintaining employment and accessing healthcare. Pantry services maintained 70 households weekly with 20-pound weight of non-perishable food, respectively, through Thanksgiving and Christmas box distributions.

### Fountain of Life Inc.

\$4,999  
Recommendation

An increase of \$49 in funding, for a total of \$4,999, is recommended to support Fountain of Life, which provides affordable counseling, free psychosocial education groups, and family bonding experiences. All participants, caregivers and children, are English language learners. Target low- to medium-income Asian American and Pacific Islander seniors (60+ years); serving a gap of affordable mental health care in a linguistic and culturally relevant manner.

**2026 Results Projected:** Fountain of Life expects to serve 75 Johnson County residents through 218 encounters throughout this program. Program results include increased mental health and wellness in Asian American and Pacific Islander families.

## 2026 HSF Regular Grants Recommendations

As a response to the growing need and limited funding available, the grant review committee established a maximum grant award of \$60,000 in 2026.

Note: Applicants designated with an asterisk (\*) are returning grantees with established programs for which jurisdictions approved a two-year funding recommendation for 2026 and 2027. The two-year funding recommendation is contingent on: 1) continued agency performance and timely semi-annual reporting; 2) jurisdiction funding commitment and review; and 3) agency affirmation that it wishes to continue substantially the same program at the same level of funding from HSF in 2027.

### **CASA of Johnson and Wyandotte Counties\***

\$50,000  
Recommendation

An increase of \$5,000 in funding, for a total of \$50,000, is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a “Child in Need of Care” due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a family court judge, when child safety and placement are of great concern in a high-conflict divorce or separation. In these cases, the judge determines if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child’s situation, including safety, mental health, education needs. The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, along with the CASA supervisor, to identify service needs. CASA submits a report to the judge that includes information about the child’s statements, behavior, and interaction with parents. These reports inform judges’ critical decisions about where children should live and what services should be court-ordered.

**2026 Results Projected:** CASA expects to serve 460 Johnson County children. Anticipated outcomes are: 95% of children will be safe from additional findings of abuse or neglect; 98% of children will have a stable adult presence in their lives through their CASA volunteer; and 85% of youth eligible for graduation will graduate from high school or obtain a GED.

**Outcomes achieved during 2024:** 316 Johnson County children were served through 14,606 hours of support and advocacy. The presence of a stable adult is a key factor in building resilience from a history of trauma. 99% of children served by CASA had the same volunteer advocate throughout their court involvement. While assigned to a CASA advocate, 100% of children were safe from additional victimization as defined by a subsequent affirmed/substantiated report of additional abuse or neglect. Of the CASA youth served who were eligible for graduation or working towards obtaining a GED, 100% were successful (graduated or earned a GED). This percentage for academic milestones far exceeds the state average for children in foster care.

### **Catholic Charities of Northeast Kansas (CCNEK)\***

\$60,000  
Recommendation

Funding is recommended at the maximum HSF grant amount of \$60,000 for the CCNEK Stabilization program that operates out of two locations in Johnson County. The program provides direct assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing, and shelter, as well as financial assistance for prescription medication, medical supplies, utilities, childcare, and transportation. CCNEK’s case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial

literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

**2026 Results Projected:** CCNEK expects to serve 20,022 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Anticipated outcomes are: 95% of households receiving direct financial assistance will maintain stable housing or utility connections for at least 30 days; 85% of participants will demonstrate increased financial knowledge during case management meetings; and 50% of participants will receive at least one referral to additional services, either within CCNEK or through external partner agencies.

**Outcomes achieved during 2024:** 16,308 Johnson County residents were served through 61,820 service encounters. CCNEK’s programs far exceeded the anticipated number of clients served and units of service, with a 41% increase over their projected outcomes. Direct financial assistance enabled 517 individuals to maintain safe housing for at least 30 days. 68% of households received direct financial assistance and receive referrals to other services, internal or external, through the case management process. 58% of households that received direct financial assistance were also helped with access to other public benefits.

**Center of Grace**  
\$10,000  
Recommendation

An increase of \$2,500 in funding, for a total of \$10,000, is recommended for Center of Grace’s English Language Learner Preschool, which provides free preschool classes to children while their caregiver(s) are attending Johnson County Community College (JCCC) English and workforce classes at the Center of Grace campus. All participants, caregivers, and children are English language learners. 85% of families are at or below 130% of the Federal Poverty Level. This is the only JCCC location that offers an English language learner preschool. Center of Grace also serves as a community hub supporting low-income Johnson County families through emergency assistance, food, clothing, hygiene items, dental care, childcare, and connection to employment.

**2026 Results Projected:** Center of Grace expects to serve 92 Johnson County residents through this program. Anticipated outcomes are: increased parental engagement in their child’s education and development; student improvement, notably in their academic performance; and substantial student progress in language acquisition.

**Outcomes achieved during 2024:** Center of Grace served 68 Johnson County residents through its educational program. Program results included increased parental engagement in children’s education and development, notable improvements in students’ academic performance, and significant progress in language acquisition. In 2024, 90% of parents demonstrated enhanced engagement with their children’s academic performance and language development. Additionally, adult learners participating in the English language program through Johnson County Community College achieved educational gains of 61% in reading, writing, and math skills. All 37 children enrolled in the English Language Learner preschool showed measurable improvement in English language acquisition and development.

**El Centro, Inc.\***  
\$35,000  
Recommendation

An increase of \$10,000 in funding, for a total of \$35,000, is recommended for El Centro’s Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and health. The Family Services Center provides economic empowerment support through emergency assistance, financial literacy classes, assistance filing taxes, access to healthcare through health navigation, and filing support for benefits such as Medicaid, and policy education.

**2026 Results Projected:** El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Anticipated outcomes are: support to 40 households in maintaining utility services and 30 households in sustaining rental housing, while at least 70 individuals are expected to complete financial empowerment classes. To improve economic stability, El Centro will assist with 1,200 tax filings, 100 SNAP enrollments, 20 Low Income Energy Assistance Program (LIEAP) enrollments, and 250 Medicaid sign-ups. In the area of health and wellness, 400 clients are projected to access health resources, and 200 participants will engage in healthy eating classes.

**Outcomes achieved during 2024:** 2,734 Johnson County residents were served through 4,240 service encounters. El Centro's program experienced substantial growth in both the number of clients and the scope of services delivered across Johnson County. Clients’ immediate basic needs were met: 53 households received utility assistance, and 51 households received rent assistance. 537 individuals completed financial coaching to support long-term financial stability. 11 individuals were assisted with Individual Tax Identification Number requests; 1,517 people were assisted in filing their taxes; 368 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits; 750 enrolled in KanCare with assistance; 760 individuals were referred to a community healthcare resource; and 469 individuals completed a class about eating healthily on a budget.

**FosterAdopt Connect**  
\$16,193  
Recommendation

An increase of \$6,543 in funding, for a total of \$16,193, is recommended to support individuals participating in the Community Connections YouThrive (CCYT) program at FosterAdopt Connect. CCYT is designed to address the challenges faced by youth aging out of foster care. The program assigns specialists to provide guidance and connection to ensure that individuals transition successfully into adulthood.

**2026 Results Projected:** FosterAdopt Connect will serve 30 Johnson County residents through 150 hours of service. Anticipated outcomes are: 75% or more of youth who identify a need for financial education will complete all 8 financial classes prior to graduation from the program; 80% or more of youth in CCYT will complete their high school diploma or obtain a GED; and 40% of participating youth will be enrolled in college, a trade program, or employed upon program completion.

**Outcomes achieved during 2024:** FosterAdopt Connect received funding for their Foster Prevention program which served 80 Johnson County residents through 176 service hours. As a result of participating in the Fostering Prevention program, 91% of children living with their parent or caregiver maintained placement stability. 100% of parents who completed an initial and post (Adult Adolescent Parenting Inventory) assessment improved their parenting skills in one domain by an increase of at least 1 point. 89% of families served who

had a monthly action plan achieved at least one accomplishment per month.

**Growing Futures  
Early Education  
Center\***

\$25,000  
Recommendation

An increase of \$5,000 in funding, for a total of \$25,000, is recommended for Growing Futures' Scholarship Assistance for the Wrap Around Care (WAC) Program. WAC complements the Head Start program, providing full-day care and education from 7 a.m. to 5:30 p.m. Families served by Growing Futures are living at or below federal poverty guidelines. The majority of Growing Futures families speak English as a second language, and half of families are single parent households. Through the HSF grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees and who are working or going to school for at least 30 hours per week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Growing Futures also provides resources and support for the family to achieve self-sufficiency including connection to health, nutrition, social services, mental health services, parental education, and parenting events. Affordable, quality childcare is an acute need in Johnson County.

**2026 Results Projected:** Through the WAC program, Growing Futures will provide over 4,172 hours of care for enrolled children, serving an estimated 176 Johnson County residents. Anticipated outcomes are: children will maintain daily attendance rates of 85%, supporting caregivers in maintaining employment and/or education; 85% of families will achieve at least one large family goal, based upon family-determined strengths and needs; and fewer than 5% of children will leave the program due to inability to pay tuition, ensuring that children obtain a high-quality Head Start education.

**Outcomes achieved during 2024:** A total of 80 Johnson County residents were served through 176 hours of care. Average 2024 attendance in Wrap Around Care was 86.5%. 45% of the assisted families achieved steps toward the completion of a large family goal, such as maintaining employment, learning English, purchasing a first home, or working toward a GED. Some goals set by families take longer to accomplish or family situations change, and goals are reestablished.

**Health  
Partnership  
Clinic (HPC)\***

\$57,500  
Recommendation

An increase of \$8,000 in funding, for a total of \$57,500, is recommended for the Medical Home for Low-income Uninsured of Johnson County. Healthcare is provided at Health Partnership Clinic's office in Olathe, a pediatric clinic located in Shawnee Mission, and a school-based clinic at Shawnee Mission West High School. Funding helps to support a nurse practitioner who provides care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low income, and the majority are uninsured or publicly insured. HPC is Johnson County's largest safety-net clinic and only Federally Qualified Health Center. It utilizes a medical home model that emphasizes prevention and health maintenance, while providing a broad scope of services, including care for patients with chronic diseases. HPC also provides dental and behavioral health services and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

**2026 Results Projected:** HPC will serve 9,394 Johnson County residents through 25,251 patient office visits or encounters. Anticipated outcomes are: 90% of patients surveyed will indicate satisfaction with their overall care; 66% of diabetic patients achieve HgA1c levels of 9.0 or below; and 60% of hypertensive patients achieve blood pressure readings below

140/90. Anticipated program results include: access to a medical and dental home for low-income and uninsured residents; patients achieve better health outcomes and are satisfied with services they receive; and patients continue to utilize HPC as their health home. HPC participates with the American Heart Association on a National Hypertension Collaborative and is planning to utilize self-monitoring blood pressure devices to assist patients in improving results.

**Outcomes achieved during 2024:** A total of 9,669 Johnson County residents were served through 26,110 service encounters. HPC quality indicators include 61.5% of diabetic patients have an HgA1c level of 9.0 or below and 53.3% of patients diagnosed with hypertension have blood pressure readings less than 140/90. HPC's dental outreach program also provided screening services to 5,225 students during the 2024 school year. Over 94.6% of patients surveyed indicated they were either satisfied or very satisfied with the overall care they received as a patient.

**Hillcrest  
Ministries of  
MidAmerica\***

\$10,000  
Recommendation

Funding is recommended for Hillcrest's Transitional Housing for Homeless Youth and Families Program. Transitional housing for homeless youth, up to age 24, families with children, and single adults will be provided in seven apartments located in Johnson County. The program provides housing, food, case management, budget counseling and connection to community services to address immediate and ongoing needs, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring.

**2026 Results Projected:** Hillcrest expects to serve 12 homeless children, youth, and adults in Johnson County by providing safe, stable transitional housing, inclusive of shelter and utilities, at no cost. Anticipated outcomes are: each participant will receive an individual service assessment and achieve at least one goal from their plan; and youth will work toward achieving an education goal, while adults will focus on employment. The program anticipates contributions of over 1,000 volunteer hours and \$25,000 in in-kind donations to support program success.

**Outcomes achieved during 2024:** 24 Johnson County residents were served through 1,678 nights of transitional housing. Four youth and seven adults received an individual assessment and achieved at least one goal from their assessment plan. Five adult households completed the program and moved on to permanent housing. Four youth worked toward their educational goals. Over the course of the year, seven adults maintained employment. Over 1,000 volunteer hours were recorded, and \$2,500 in-kind donations were received in 2024.

**HopeBUILDERS**

\$10,000  
Recommendation

An increase of \$5,000 in funding, for a total of \$10,000, is recommended for HopeBUILDERS' home repair/home accessibility program. HopeBUILDERS provides free home repair, modification, and accessibility projects for low-income older adults and individuals with disabilities. Projects include critical home repairs as well as modifications that allow individuals to remain in their homes safely. Referrals to the program are provided by various agencies throughout the area, ensuring support reaches those in need.

**2026 Results Projected:** HopeBUILDERS expects to serve 10 Johnson County residents. HopeBUILDERS will continue to expand its footprint in Johnson County, providing additional

home safety, accessibility, and mobility repairs and modifications to support low-income, older adults and individuals with disabilities, so they can remain safely in their own homes. Anticipated outcomes are: low-income homeowners will have access to needed home accessibility modifications or repairs without financial burden; clients served will experience increased mobility in and around their residences; and clients and their families will gain greater ability to effectively care for themselves or their family members.

**Outcomes achieved during 2024:** 6 Johnson County residents were served through 18 service encounters. The program focused on enhancing safety and accessibility within the home, and allowed homeowners to live more independently. All clients were older adults and/or families living with disabilities, whose household income under 80% of the area median income (AMI). The projects included wheelchair ramp installation and repairs, and step repairs. These modifications provided increased mobility and easier access to and from the home, benefiting both the residents and their caregivers.

**Inclusion Connections**

\$10,000  
Recommendation

Funding is recommended for Inclusion Connections' PawsAbilities Workforce Development Program which serves individuals with intellectual and developmental disabilities (I/DD). The program provides year-round services with a focus on education, employment, and independent living. Through job coaching, skill development, and transportation support, the program helps participants obtain and maintain competitive integrated employment, fostering long-term independence and stability.

**2026 Results Projected:** Inclusion Connections expects to serve 230 Johnson County residents through its year-round education, employment, and independent living programs. Anticipated outcomes are: at least 85% of students reporting improved quality of life and greater well-being; students will also gain work experience and strengthen employment skills through PawsAbilities; and jobholders in the program are expected to achieve a 90% job retention rate.

**Kansas Children's Service League (KCSL)**

\$20,000  
Recommendation

Funding is recommended for Healthy Families Kansas City, a child abuse prevention program accredited through Healthy Families America (HFA). The program was formed by combining and expanding the service areas of the Healthy Families Johnson and Healthy Families Wyandotte programs under one name. Healthy Families Kansas City provides intensive home-based education and family support services to parents who are experiencing extreme stress and are considered at risk for abuse and neglect. Eligibility is based on risk factors rather than income. However, most participating families are low-income (at or below 200% of the Federal Poverty Level). Families receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and links to health care services.

**2026 Results Projected:** KCSL expects to serve 125 Johnson County individuals. Anticipated outcomes include: 95% of families will not have any substantiated child abuse or neglect while in the program; 90% of children will be covered by health insurance; and 90% of children will have had a developmental screen in the last six months.

**Outcomes achieved during 2024:** 131 Johnson County residents were served through 883 client visits. 100% of families served by the program remained free from substantiated abuse and neglect while in the program. By the end of the year, 97% of children enrolled in

the program for at least six months had health insurance. 78% of enrolled children had a developmental screening within the past six months, supporting immediate and long-term health and educational attainment of the children and families.

**KidsTLC\***

\$29,193  
Recommendation

A \$4,193 increase in funding, for a total of \$29,193, is recommended for KidsTLC’s Thriving Communities program, which provides parents and caregivers of youth struggling with mental health challenges access to respite services, family support specialists, peer support, and education classes. Youth are primarily referred from local community mental health centers (CMHC), with Johnson County Mental Health Center being the largest partner. The program serves many families who are Medicaid-eligible or living below 200% of the Federal Poverty Level. Thriving Communities serves as the family support arm of KidsTLC, helping families navigate resources and build networks of support to address mental health and related challenges.

**2026 Results Projected:** KidsTLC estimates serving 25 Johnson County residents through this program. Anticipated outcomes include: youth will experience a reduction in need for crisis law enforcement officer response or acute hospitalization while in transition between services; 90% of families will indicate they feel they have better access to community resources to assist their child; and 90% will report satisfaction with services.

**Outcomes achieved during 2024:** 284 Johnson County residents were served with 1,257 service encounters. KidsTLC served a total of 361 individuals with 1,481 service encounters in and outside of Johnson County in 2024. 100% of new KidsTLC clients completed an intake/evaluation upon program admission. 93% of clients referred to outpatient medication or behavioral management treatment kept their initial appointment. 83% of clients referred to a health provider remained in services for 30 days. 48% of clients were receiving public assistance benefits by year end.

**Metropolitan  
Organization to  
Counter Sexual  
Assault (MOCSA)**

\$15,000  
Recommendation

Funding is recommended for a new applicant, Metropolitan Organization to Counter Sexual Assault (MOCSA) for its program, Preventing Sexual Violence in Johnson County Schools, including Project Aware and Youth Education. Project Aware educates students pre-K through 5<sup>th</sup> grade about body safety in an age-appropriate manner and teaches adults about their role in preventing child sexual abuse. Youth Education provides information on topics including sexual assault, healthy relationships, consent, and sexual harassment. These education programs, offered in schools at no cost, reduce the likelihood that children and youth will perpetrate sexual violence or become victims of sexual assault and abuse.

**2026 Results Projected:** MOCSA estimates serving 10,690 Johnson County residents through this program. Anticipated outcomes include: 95% of youth participating in Project Aware will know the three safety rules: Say No, Get Away, and Tell Someone; 90% of youth surveyed through youth education and outreach will know at least one thing they can do to prevent or reduce the risk of sexual violence; and 80% of adults participating in SAFE training will demonstrate increased knowledge as a result of the education they received.

**NCircle\***

\$35,000  
Recommendation

A \$5,000 increase in funding, for a total of \$35,000, is recommended for NCircle’s Reentry Program. The Reentry Program requires onsite staff five days a week at the Johnson County Adult Residential Center (ARC). The Reentry program is an intensive 30-day program with clients enrolling at regular intervals. The program requires additional staff time to support a more intensive program, offered on-site at the ARC. This program is for individuals in custody who are scheduled for release and have been assessed as at high risk of recidivism

and unprepared to obtain or maintain employment. The focus of the program is to break the cycle of incarceration and support clients in successful reintegration. Staffed by certified Offender Workforce Development Specialists (OWDS), the program provides critical cognitive and behavioral therapy to support employment readiness as well as career track assessment, Essential Skills for Workplace Advancement (10 hours/week), job coaching (10 hours/week), and life skills (3 hours/week). Program participants will demonstrate an increased rate of employment, increased income, and decreased recidivism, as compared to nonparticipants, resulting in cost savings for local government and the judicial system.

**2026 Results Projected:** NCircle expects to serve 50 Johnson County residents through this program. Anticipated outcomes include: participants obtaining employment prior to release from the reentry program; improved job stability as measured by pre/post Employment Readiness Scale (ERS) assessment results; enhanced career readiness skills, including job search, self-efficacy, community support, and career decision-making; and improved community stability, with recidivism rates below 12% after three years.

**Outcomes Achieved in 2024:** NCircle served 27 individuals through 526 hours of training and case management. College of Trades participants demonstrated improvement in employment readiness as indicated by the pre/post Employment Readiness Scale assessment. 69% of the clients eligible for employment were employed upon release from Reentry or remained at the residential center and were employed. Assessments indicated a 40% improvement in client career decision-making, and a 51% increase in their ability to do a job search. The Pre/Post Employment Readiness Scale indicated a 35% improvement over the clients' pretest in self-efficacy, 54% improvement in understanding social networks and supports, and 26% improvement in understanding what it takes to keep and maintain employment.

**Safehome**

\$24,000  
Recommendation

Funding is recommended for Safehome's shelter. Safehome provides shelter, therapy, legal services, hospital advocacy, hotline support, and case management that includes employment assistance and financial literacy. As the only domestic violence shelter in Johnson County, Safehome has expanded programs, increased client assistance, and grown overall capacity to support survivors.

**2026 Results Projected:** Safehome will provide emergency shelter to 150 Johnson County residents for a total of 7,900 bed nights. Anticipated outcomes are: 30% of residents in shelter for any number of days will obtain permanent housing; 60% of residents in shelter for at least 90 days will obtain permanent housing; 60% of residents leaving for permanent housing will remain housed after 6 months; 65% of clients will report looking for work while a resident; 80% of residents in shelter for at least 4 weeks will work on a budget with their case manager; 65% of residents in shelter for at least 4 weeks will make a plan to pay off past due bills; 85% of clients in shelter for 2 weeks will agree or strongly agree they know more ways to plan for their safety; 85% of clients in shelter for 2 weeks will agree or strongly agree they know more about domestic violence; 50% of adult clients in therapy for 4 or more sessions will show an average decrease in mental health symptoms by 5%.

**Outcomes achieved during 2024:** 154 Johnson County residents with 7,940 nights of shelter and service encounters. During 2024, 99 households who were in Safehome's emergency shelter for at least four weeks, and of those 63.6% made a plan to pay off past due bills. 67

adults had a 4th therapy visit and 73% had a change of at least 5% on the Patient Health Questionnaire screener (PHQ SADS). 100% of clients who resided at Safehome for at least 90 days transitioned from the shelter and into permanent housing, with 70% of those clients remaining housed three to six months later.

**Salvation Army**  
\$10,000  
Recommendation

Funding is recommended to assist low- and very low-income homeless families in Johnson County with food and shelter at the Salvation Army Family Lodge in Olathe. The Lodge is the only free-standing shelter in Johnson County. It provides food, transportation, and case management, in addition to referrals to other resources. Case managers work closely with local schools to ensure all children residing in the program have met their educational needs. Staff utilize a strengths-based approach to assist clients with goal setting, overcoming barriers to housing, and achieving long-term success. Classes and skill-building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

**2026 Results Projected:** The Family Lodge anticipates serving 125 Johnson County residents in 2026. Anticipated outcomes are: 90% of households who exit the program will enter permanent housing; 80% of households will increase income or decrease housing barrier debt; at least five children will receive financial assistance to begin or continue daycare services.

**Outcomes achieved during 2024:** The Family Lodge provided 17,904 nights of shelter, meals, and hygiene kits to 96 Johnson County residents. In 2024, 25 families who exited the program moved into permanent housing. 96% of families increased their income and decreased their housing debt to support living in permanent housing. Nine children were served through childcare tuition supports. Eleven families received financial assistance towards housing debts that allowed them to move into permanent housing.

**Sunflower House\***  
\$47,000  
Recommendation

Funding is recommended to support the Personal Safety Education Program, a child abuse prevention program. Sunflower House provides child-based education and mandated reporter training free of charge. Without grant support, these programs are not sustainable. Child education is available in English and Spanish including: 1) *Happy Bear*, an interactive drama for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK to 5th that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety* provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Child Abuse & Neglect - Mandated Reporter Training*, teaches attendees to recognize signs of sexual abuse, the correct procedures/laws for reporting, and how to handle a child's disclosure; 6) *Trauma Awareness* educates adults on the effects and impact of trauma and promotes understanding and awareness of trauma effects in the community; and 7) *Como Reconocer y Reportar el Abuso de Menores*, provides culturally relevant content for Spanish-speaking communities about recognizing and reporting child abuse, including special circumstances unique to these populations.

**2026 Results Projected:** Sunflower House anticipates reaching 33,000 Johnson County residents. Anticipated outcomes are: provide age-appropriate person safety/abuse education to at least 44,000 children; educate 8,000 adults on child abuse indicators and reporting abuse; 95% of participants will indicate that they gained new information; and 95% of adults will indicate that they will more closely monitor electronic communications of children in their care.

**Outcomes achieved during 2024:** 32,002 Johnson County residents were served through 32,002 service encounters. MOUs with several school districts and a new partnership with the Girls Scouts of Northeast Kansas/Northwest Missouri helped Sunflower expand its reach in 2024. Prevention education reached 26,017 Johnson County children, who received vital personal safety information. A total of 5,888 Johnson County adults received child abuse prevention education. 100% of adults who attended Keeping Kids Safe Online indicated they will more closely monitor the electronic communications of children in their care.

**APPENDIX A: 2026 HSF PARTICIPATING JURISDICTIONS AND GRANT COMMITTEE**

<b>JURISDICTION</b>	<b>CONTRIBUTION</b>
Johnson County	\$170,600
De Soto	\$3,200
Edgerton	\$5,000
Gardner	\$8,480
Leawood	\$20,000
Lenexa	\$25,000
Merriam	\$11,400
Mission	\$11,000
Olathe	\$77,000
Overland Park	\$105,000
Prairie Village	\$11,500
Roeland Park	\$13,218
Shawnee	\$35,000
Spring Hill	\$2,900
Westwood	\$2,100
<b>Total from County Government &amp; Cities</b>	<b>\$501,398</b>
<b>Interest</b>	<b>\$3,482</b>
UCS Administration	\$31,000
<b>Total Available to Allocate</b>	<b>\$473,880</b>

**2026 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE**

UCS Board Members

- Rev. Cheryl Jefferson Bell, *Committee Chair*, Resurrection, A United Methodist Church
- Rogeana Patterson-King, Kairos Enterprises LLC
- Dr. Putul Allen, Children’s Mercy
- David Waters, Spencer Fane LLP
- Michael Wilson, Community LINC
- Molly Haase, AdventHealth

UCS Council of Advisors

- Terrie Huntington

Community Volunteers

- Katie Werner, Black & Veatch
- Jennifer Pozzuolo, Garmin
- Josh Hill, Foulston Siefkin
- Dr. Graciela Couchonnal
- Lori Eby, DPT

Staff support: Erika García Reyes, UCS Director of Resource Allocation and Jackie Gildo, Special Projects Intern

## **APPENDIX B: 2026 HUMAN SERVICE FUND GUIDELINES**

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

### **FUNDING PRIORITIES 2026**

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

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

Priority is given to programs that:

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

### **ELIGIBILITY**

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

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

### APPENDIX C: The Federal Poverty Level Guidelines

The Federal Poverty Level (FPL) is updated annually and measures poverty based on size of family and income. It is used by local, state and federal programs to determine need and eligibility. The Area Median Income (AMI) provided is a more specific measurement based on the income of a specific geographic area, in this case Johnson County, Kansas.

2025 Federal Poverty Guidelines			
Family Size	100% FPL	150% FPL	200% FPL
1	\$15,650	\$23,475	\$31,300
2	\$21,150	\$31,725	\$42,300
3	\$26,650	\$39,975	\$53,300
4	\$32,150	\$48,225	\$64,300
5	\$37,650	\$56,475	\$75,300

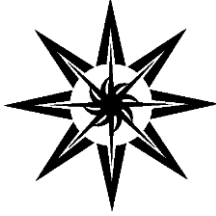
Johnson County 2025 Area Median Income (AMI)	
100%	\$111,400
80%	\$89,100
60%	\$66,840
50%	\$55,700

For 2025, the FPL for a three-person household is \$26,650 per year.

According to U.S. Census American Community Survey 2023 1-Year Estimates, the total number of people living in “low-income” households in Johnson County (those at or below 200% FPL) was 84,638, or approximately 14% of the Johnson County population.

The Human Service Fund (HSF) prioritizes programs that serve Johnson County residents living with income at or near the federal poverty level. This alignment recognizes that residents facing economic hardship often struggle to meet their basic needs and are at greater risk of housing instability and adverse health outcomes. By using the FPL as one of the priorities, funding support is directed toward households with the greatest need.

Source: U.S. Census Bureau 2023 American Community Survey 1-year estimates.



## ADMINISTRATION DEPARTMENT

Council Meeting Date: November 17, 2025  
New Business Agenda

**COU2025-48:** Consider 2026 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2026 Alcohol Tax Funds and 2026 Opioid Settlement Funds

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### RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$50,000 of Alcohol Tax Funds (ATF) and \$23,000 of Opioid Settlement Funds (OSF) from the 2026 Community Programs Budget in the Special Alcohol Fund.

### BACKGROUND

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

The Council makes recommendations to cities for the expenditure of their funds. The City has ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. The 2026 budget included an allocation of \$50,000 from the Special Alcohol Fund, an increase from \$44,000 in years 2021-2025.

In addition, UCS is managing the allocation of statewide Opioid Settlement Funds (OSF) for Prairie Village as well as five other cities and Johnson County. Because there is not much history to plan for OSF amounts received and the fact that staff relies on the Attorney General's office to provide projections, staff told UCS that we intended to make allocations in the year following receipt. Based off of actual 2025 OSF receipts, the 2026 Budget allocated \$23,000 to UCS for the program. This is a decrease of \$27,000 from the \$50,000 contributed in 2025 as a result of lower actual amounts received in 2025 from various settlements.

Beginning in 2024, UCS combined the management of Alcohol (ATF) and Opioid (OSF) funds into the Substance Use Continuum of Care Fund (SUF). Information about the agencies requesting funds and the funding recommendation for the City of Prairie Village is attached.

## **FUNDING SOURCE**

Funding is included in the 2026 budget for Community Programs out of the Special Alcohol Fund.

### **ATTACHMENTS:**

- 2026 SUF Recommendations Cover Letter
- 2026 SUF Confirmation Memo
- 2026 SUF Fund Recommendations Report
  - Appendix A - Funding Priorities
  - Appendix B - Review Committee Members

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Prepared By: Jason Hannaman, Finance Director  
Date: November 11, 2025



# United Community Services of Johnson County

Date: October 17, 2025  
To: Wes Jordan, City Administrator, Prairie Village  
From: Kristy Baughman, Executive Director  
Re: Allocation of special alcohol tax revenue and opioid settlement funds through the 2026 Substance Use Continuum of Care Fund (SUF)

## Board Members

Erik Erazo, President  
Dr. Putul Allen, MD  
Hon. Jenifer J. Ashford  
Rev. Cheryl Jefferson Bell  
Molly Haase  
Robin Rollins Harrold  
Patty Markley  
Dr. L. Michael McCloud, PhD  
Rogeana Patterson-King  
Nolan Sunderman  
David E. Waters  
Vicki Webster  
Vanessa Vaughn West  
Dave White  
Michael Wilson  
**Non-voting:**  
Jeff Short  
Julie Karins

## Council of Advisors

Mary Birch  
Pat Colloton  
Dr. Stuart Day  
Hon. Peggy Dunn  
Jeff Ellis  
Rev. Adam Hamilton  
Ellen Hanson  
Terrie Huntington  
Audrey Langworthy  
Hon. Mike Kelly  
Penny Postoak Ferguson  
Jill Quigley  
Tom Robinett  
Clint Robinson  
Carol Sader  
Brad Stratton  
Charlie Sunderland  
Hon. Stephen Tatum  
David Warm

## Executive Director

Kristy Baughman

### **2026 SUF Recommendation Report**

The Drug & Alcoholism Council of Johnson County (DAC), supported by United Community Services, has prepared and approved the 2026 Substance Use continuum of Care Fund (SUF) recommendations for allocation of 2026 Alcohol Tax Funds (ATF) and Opioid Settlement Funds (OSF) which accord with statutory requirements. The enclosed electronic report is submitted for the City of Prairie Village's consideration. The DAC is an advisor to the City on the expenditure of these funds. **Together, Johnson County Government and ten cities committed \$3,159,125 for 2026 SUF.**

The city has the ultimate authority and responsibility for determining the allocation of its portion of the special alcohol tax revenue and opioid settlement fund. Therefore, the DAC requests the city confirm its acceptance of these recommendations and the city's funding distributions as stated on the distribution chart. *UCS, the DAC and SUF grant recipients understand that distribution of city funds may be altered should Kansas tax policy or statutes change, or revenues are not received by the City as expected.* **Enclosed is a verification statement which we request be signed and returned to UCS by December 31, 2025.**

### **Distribution of Funds**

As agreed by all participating jurisdictions in 2024, UCS will continue to serve as fiscal agent for SUF. You have elected to be invoiced annually and will receive an invoice for your contribution along with a detailed itemization of how your contribution will be allocated in January. A distribution chart for your funds is also enclosed here, for your tracking purposes. The UCS/DAC administrative cost of approximately 6.01% is prorated among all jurisdictions.

Thank you for your continued support of SUF, which matches public resources to services that address substance abuse education, prevention, intervention, treatment, recovery, and reintegration needs for Johnson County residents. In 2024, over 90,000 residents benefited from SUF supported programs.

Please contact me or Erika García Reyes if you have questions.

Enclosures: 2026 SUF Recommendations Report  
2026 SUF Distribution Spreadsheet  
2026 SUF Recommendations Verification

CC: Nickie Lee, Jason Hannaman



# United Community Services of Johnson County

DATE: October 17, 2025  
TO: Wes Jordan, City Administrator, Prairie Village  
FROM: Kristy Baughman, Executive Director  
RE: 2026 Substance Use Continuum of Care Fund (SUF) Recommendations and Distributions

The Drug and Alcoholism Council (DAC), supported by United Community Services (UCS), has approved recommendations for allocation of special alcohol tax revenue and opioid settlement fund through the 2026 SUF grant process. With the understanding that distribution of funding may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City's acceptance of the 2026 SUF Recommendations Report and agreement that UCS will distribute funds as stated in the report.

Please sign and return via email to UCS by **December 31, 2025**.

Contact Erika García Reyes if you have any questions at [erikag@ucsjoco.org](mailto:erikag@ucsjoco.org).

Thank you.

## 2026 SUF Recommendations Verification

The City of Prairie Village accepts the 2026 SUF Recommendations Report as submitted by the DAC and UCS and agrees that UCS may distribute funds as stated in the report on behalf of the City.

Name: \_\_\_\_\_

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

CC: Nickie Lee, Jason Hannaman



# United Community Services of Johnson County

## 2026 SUBSTANCE USE CONTINUUM OF CARE FUND (SUF) RECOMMENDATIONS REPORT DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

*Participating jurisdictions: Johnson County, De Soto, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee*

Since 1980, the Drug & Alcoholism Council of Johnson County (DAC), supported by United Community Services (UCS), has worked in partnership with Johnson County government and cities to recommend allocation of Alcohol Tax Fund (ATF) dollars in accordance with Kansas statutes. Beginning in 2024, the DAC is also recommending allocation of Opioid Settlement Funds (OSF).

The ATF is derived from a state excise tax on liquor sold by the drink. Part of the tax is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs “whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers” (KSA 79-41a04). OSF are derived from national opioid settlement agreements in which Kansas joined other states in lawsuits against opioid manufacturers and distributors. The State passes through a portion of the OSF dollars received to cities and counties. OSF dollars are anticipated to be distributed through 2040. Statutes and settlement agreements limit the use of OSF dollars, including to address substance use. These agreements also mandate reporting on the usage of funds to the State.

This report is a result of DAC grant review and evaluation processes. The purpose of the DAC’s grant review process is to direct local ATF and OSF *effectively* to substance use education, prevention, intervention, treatment, recovery, and reintegration programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through recovery and reintegration is vital to reducing drug and alcohol use and addiction. This continuum of services lowers healthcare costs, reduces crime and child abuse and neglect, while lowering associated public costs and increasing employment productivity.

The DAC’s grant review process provides an efficient, structured, and accountable system that allows organizations access to funds from multiple jurisdictions, through one annual application. The recommendations are guided by funding priorities. These priorities are developed through a formal planning and research process that includes input from key stakeholders, literature review, and analysis of indicator data in Johnson County. The 2023-28 Funding Priorities Report is available on the UCS website at [ucsjoco.org](https://ucsjoco.org).

The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. Jurisdictions are asked to accept the recommendations by no later than December 31, 2025. Together, Johnson County Government and ten cities committed **\$3,159,125** for 2026 SUF: \$2,676,125 in ATF and \$483,000 in OSF (see page 28). This funding is an increase from 2025, as jurisdictions exercise the foresight to combine ATF and OSF to strengthen the substance use continuum of care for Johnson County.

The 2026 SUF grant cycle was very competitive with 22 applicants requesting a total of **\$3,465,516** in funding. After reviewing applications, interviewing the agencies, and deliberating, the DAC developed the following funding recommendations for 22 grantees. These recommendations are distributed by fund source – ATF or OSF.

For additional information, contact Erika García Reyes, [erikag@ucsjoco.org](mailto:erikag@ucsjoco.org).

### Board Members

Erik Erazo, President  
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Hon. Jenifer J. Ashford  
Rev. Cheryl Jefferson Bell  
Molly Haase  
Robin Rollins Harrold  
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Dave White  
Michael Wilson  
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Jeff Short  
Julie Karins

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Hon. Stephen Tatum  
David Warm

### Executive Director

Kristy Baughman

**RECOMMENDATIONS**

<b>Applicant</b>	<b>Fund</b>	<b>2024 Allocation</b>	<b>2025 Allocation</b>	<b>2026 Request</b>	<b>2026 Allocation</b>	<b>Program Description &amp; Opioid Abatement Strategy^</b>
<b>Johnson County School District Applicants</b>						
Blue Valley USD 229	ATF	\$37,329	\$25,200	No request	No request	School & Community Prevention: coordinates prevention in all schools through EverFi programs, <i>Signs of Suicide</i> , and outreach. Adding specialist certifications to address tobacco and vaping.
De Soto USD 232	ATF	\$27,129	\$27,129	\$45,129	\$45,129	Prevention: implements EverFi programs and social workers to support students dealing with substance use.
	OSF	\$4,831	\$4,831	\$5,000	\$5,000	Drug Awareness and Prevention program with specialized drug education/outreach. <b>Strategy:</b> prevention, harm reduction.
Olathe USD 233	ATF	\$17,796	\$10,000	\$10,000	\$1,823	Safe & Drug-Free Schools: implements EverFi programs, <i>Guiding Good Choices</i> , <i>Project Alert</i> , <i>Botvin LifeSkills</i> , and after-school supports through <i>The Spot</i> .
	OSF	\$27,704	\$35,500	\$35,550	\$13,178	Opioid & Substance Use Education & Prevention through education, intervention, and naloxone availability. <b>Strategy:</b> prevention, linkage to care, harm reduction, providers & health.
Spring Hill USD	ATF	\$13,560	No request	No request	No request	
<b>School District Subtotals:</b>	ATF	<b>\$95,814</b>	<b>\$62,329</b>	<b>\$55,129</b>	<b>\$46,952</b>	
	OSF	<b>\$32,535</b>	<b>\$40,331</b>	<b>\$40,550</b>	<b>\$18,178</b>	
<b>10th Judicial District Court and Programs of Johnson County Government</b>						
10th District Judicial Court	OSF	\$20,000	No request	No request	No request	
JoCo Corrections: Voucher + Treatment	ATF	\$26,000	\$26,000	No request	No request	Expanding deployment of substance use assessment and treatment vouchers for those under corrections supervision.
	OSF	\$100,000	\$100,000	\$13,500	\$13,500	Maintaining residential substance use disorder at the Adult Residential Center. <b>Strategy:</b> treatment, harm reduction, providers & health.
JoCo District Attorney/Drug Court Diversion	ATF	\$84,920	\$102,656	\$109,864	\$109,864	Supervision for youth drug court diversion and minor-in-possession cases.
	OSF	\$0	\$0	\$45,623	\$45,623	<b>Expand:</b> supervision support for youth clients with co-occurring substance use/mental health in drug court diversion. <b>Strategy:</b> prevention, treatment, recovery, linkage to care, harm reduction, providers & health, public safety & first responders.

Applicant	Fund	2024 Allocation	2025 Allocation	2026 Request	2026 Allocation	Program Description & Opioid Abatement Strategy^
JCMHC Adolescent Center for Treatment (ACT)	ATF	\$242,170	\$274,132	\$306,093	\$306,093	Residential youth substance abuse disorder program.
	OSF	\$45,198	\$49,115	\$25,000	\$25,000	Recovery and relapse prevention and education services. Medication-assisted withdrawal management. <b>Strategy:</b> treatment, harm reduction, recovery, providers & health.
JCMHC Adult Detoxification Unit (ADU)	ATF	\$276,835	\$276,835	\$349,908	\$285,238	Residential, social adult detoxification program.
	OSF	\$55,897	\$55,897	\$55,897	\$39,244	Medication support for detoxification and support for recovery housing, transportation, employment, and care coordination. <b>Strategy:</b> treatment, recovery, linkage to care, harm reduction, public safety.
JCMHC Dual Diagnosis Outpatient (DDOP)	ATF	\$223,044	\$223,044	\$281,918	\$281,918	Outpatient substance use and co-occurring services for adults and youth.
	OSF	\$50,000	\$58,000	\$75,000	\$75,000	<b>Expand:</b> medication assisted treatment and client assistance. <b>Strategy:</b> treatment, recovery.
JCMHC Prevention	ATF	\$170,000	\$170,000	\$210,000	\$210,000	Provides support to school programs and outreach, pays EverFi contract for all JoCo schools.
	OSF	\$0	\$0	No request	No request	
<b>Court/Govt. Subtotals:</b>	ATF	<b>\$1,022,969</b>	<b>\$1,072,667</b>	<b>\$1,257,783</b>	<b>\$1,193,113</b>	
	OSF	<b>\$271,095</b>	<b>\$263,012</b>	<b>\$215,020</b>	<b>\$198,367</b>	
<b>Nonprofit Community-Based Programs Serving Johnson County Residents</b>						
Artists Helping the Homeless	ATF	\$90,000	\$90,000	\$125,000	\$90,000	Be The Change: gap services, discharge planning/support, and residential recovery with comprehensive wraparound services for clients with substance use/co-occurring disorders.
	OSF	\$15,000	\$15,000	No request	No request	
Boys & Girls Club (Olathe)	ATF	\$20,000	\$25,000	\$30,000	\$30,000	Provides the Journeys: Paths to Adulthood Targeted Program, focused on substance use prevention after school and in summers.
	OSF	\$20,000	\$25,000	\$30,000	\$30,000	Positive Action program after school and in summers. <b>Strategy:</b> prevention, linkage to care, harm reduction.
Church of the Resurrection*	OSF	\$0	No request	No request	No request	
Cornerstones of Care	ATF	\$84,000	\$84,000	\$175,000	\$129,500	Provides Functional Family Therapy at no cost to Johnson County families referred with substance use/co-occurring disorders.
DCCCA	ATF	No request	No request	\$92,950	\$92,950	Outpatient and intensive outpatient (IOP) substance use disorder treatment services, including clinical assessments and evaluations, individual therapy, and group counseling for high-risk adults.
First Call	ATF	\$72,847	\$72,847	\$71,163	\$71,163	Prevention Services: coordinated with families and in school through <i>Caring for Kids, How to Cope, Botvin LifeSkills</i> and sobriety groups.
	OSF	\$43,517	\$43,517	\$52,568	\$52,568	Community Outreach, Family Services with naloxone support. <b>Strategy:</b> recovery, linkage to care, harm reduction.

Applicant	Fund	2024 Allocation	2025 Allocation	2026 Request	2026 Allocation	Program Description & Opioid Abatement Strategy^
Friends of Recovery	ATF	\$60,000	\$60,000	\$144,588	\$60,000	Recovery housing, including opening additional Oxford Houses throughout Johnson County.
	OSF	\$10,000	No request	\$184,638	\$75,000	<b>Expand:</b> harm reduction and peer-led support. <b>Strategy:</b> prevention, treatment, recovery, linkage to care, harm reduction, providers & health, public safety & first responders.
Health Partnership Clinic	ATF	\$80,590	\$89,250	\$99,363	\$89,250	Provides outpatient substance use treatment through medication assisted treatment and counselor as part of comprehensive medical services.
Heartland RADAC	ATF	\$225,000	\$230,000	\$243,800	\$243,800	Intensive Case Management and barrier reduction (transportation/housing) for adults with substance use/co-occurring disorders.
	OSF	\$0	No request	No request	No request	
KidsTLC	ATF	\$59,617	\$60,397	\$60,397	\$60,397	Psychiatric Residential Treatment Facility for youth with substance use and co-occurring disorders.
KVC Behavioral HealthCare	ATF	\$66,000	\$66,000	\$93,515	\$66,000	Family Substance Abuse Recovery Services for families with youth in foster care.
	OSF	\$0	\$0	\$22,165	\$0	Substance abuse training for youth and caregivers, and distribution of naloxone and fentanyl test strips.
Lorraine's House*	ATF	\$21,481*	\$0	No request	No request	
	OSF	\$0	No request	No request	No request	
Mirror Inc.	ATF	\$210,000	\$301,510	\$302,000	\$302,000	Residential adult co-occurring disorder program, including case management, housing and employment supports.
	OSF	\$0	\$5,227	\$5,227	\$5,227	MAT, employment and housing supports. <b>Strategy:</b> treatment, recovery, linkage to care.
NCircle	OSF	\$57,853	\$57,913	\$74,660	\$74,660	Works with Corrections to provide on-site employment and life skills training to support reintegration and reduced relapse and recidivism. <b>Strategy:</b> prevention, harm reduction, workforce development.
Preferred Family Healthcare	ATF	\$130,000	\$100,000	No request	No request	
	OSF	\$0	No request	No request	No request	
The Family Conservancy	ATF	\$40,000	\$40,000	\$40,000	\$40,000	Substance use assessments and Conscious Discipline training for families and daycare centers throughout Johnson County.
Valley Hope Foundation	ATF	\$30,000	\$30,000	\$50,000	\$50,000	Funding for Patient Assistance Program to help reduce financial barriers for patients unable to afford treatment.
	OSF	\$0	No request	No request	No request	
<b>Nonprofit Subtotals:</b>	ATF	<b>\$1,189,535</b>	<b>\$1,249,004</b>	<b>\$1,527,776</b>	<b>\$1,325,060</b>	
	OSF	<b>\$146,370</b>	<b>\$146,657</b>	<b>\$369,258</b>	<b>\$237,455</b>	

<b>SUF Funding Summary</b>							
	<b>ATF</b>			<b>OSF</b>			<b>2026 Totals</b>
	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	
Grant Requests	\$3,111,990	\$3,069,304	\$2,840,688	\$1,635,313	\$697,504	\$624,828	\$3,465,516
<b>Grant Allocations</b>	<b>\$2,308,318</b>	<b>\$2,384,000</b>	<b>\$2,565,125+</b>	<b>\$450,000</b>	<b>\$450,000</b>	<b>\$454,000</b>	<b>\$3,019,125</b>
<i>Administrative Fees (UCS)</i>	<i>\$155,000</i>	<i>\$155,000</i>	<i>\$161,000</i>	<i>\$30,000</i>	<i>\$30,000</i>	<i>\$29,000</i>	<i>\$190,000</i>
<b>Total Allocations</b>	<b>\$2,463,318</b>	<b>\$2,539,000</b>	<b>\$2,726,125</b>	<b>\$480,000</b>	<b>\$480,000</b>	<b>\$483,000</b>	<b>\$3,209,125</b>

**NOTES:**

\*Applicant received funding for the program described from the state level opioid settlement funds allocated by the Kansas Fights Addiction Board, reducing applicant need for funds from SUF.

**^Opioid Abatement Strategy:** Opioid settlement funds are distributed by the Kansas Attorney General’s Office to local jurisdictions. Local jurisdictions report annually on usage of opioid settlement funds, including the abatement strategies employed through programs using these funds. Abatement strategies include prevention, treatment, recovery, linkage to care, harm reduction, providers & health systems, and public safety & first responders.

+This amount includes \$50,000 in unspent funds by a 2025 grantee.

## 2026 SUBSTANCE USE CONTINUUM OF CARE FUND (SUF) GRANT RECOMMENDATIONS

*SUF supports programs offered by three core sets of providers: **public school districts, departments of Johnson County government,** and programs delivered by **nonprofit community-based organizations.** Together these programs comprise the substance use continuum of care for Johnson County residents. These programs provide substance abuse education, prevention, detoxification and intervention, treatment, recovery, and reintegration services for individuals and families dealing with substance abuse and co-occurring substance abuse and behavioral health diagnoses. Grantee programs convene at minimum quarterly to learn about emerging best practices, to discuss trends in substance abuse and treatment, to identify gaps in services, to share new program efforts, and to coordinate delivery of services for Johnson County residents.*

***Public school districts** are critical partners focused on preventing and reducing substance abuse and addressing risk factors associated with substance abuse, such as disruptive behavior, suicide, and truancy. **Departments of Johnson County government** provide programs, at low or no-cost, focused on diversion, treatment, recovery, and successful reintegration into the community for **all** Johnson County residents. **Nonprofit community-based agencies** provide a full range of services—both for individuals experiencing substance use and co-occurring substance use and behavioral health challenges, as well as for family members. The services of nonprofit community-based programs help lower rates of substance abuse. These lower rates result in lower mental and physical healthcare costs, along with reduced costs for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and consider program type, outcome data, and accountability.*

### **Note:**

- Grant recommendations may include carryover as approved by the DAC. Any carryover for ATF or OSF will be used in accordance with Kansas statutes.
- Carryover for School District is defined as unused funds by the time of application submission in the summer, as school districts operate in a fiscal cycle ending in June. Funds are then carried into the next school year.
- Carryover for other programs, such as departments of Johnson County government or nonprofit community-based organizations, is accounted for by the agency and allowed to be used in the next grant year.

### **Public School District Programs**

Each school district offers a unique combination of programs to its students and parents—and each district has multiple funding sources to support these programs. Consequently, SUF recommended programs and fund allocation differ for each district. At a minimum, all Johnson County school districts, public and private, receive a subscription for EverFi’s programs, including, but not limited to: *AlcoholEdu, Vaping: Know the Truth, Mental Health Basics, and Prescription Drug Safety.* Funding for EverFi, and its associated navigation support, are provided by an ATF grant to Johnson County Mental Health Center’s Prevention Services, which secured a lower cost for these programs than school districts were able to obtain individually. Each school district reports on its students’ outcomes for these programs, while Johnson County Mental Health Center reports the total number of students who participated in the programming each year.

*Note: Blue Valley School District, Gardner Edgerton School District, Shawnee Mission School District and Spring Hill School District did not apply for SUF. However, these districts maintain access to EverFi's substance use education and prevention programming through Johnson County Mental Health Center's Prevention Services.*

### **Blue Valley School District**

**ATF Request: \$0**

**ATF Recommendation: \$0**

**ATF Description:** The DAC recommends Blue Valley School District to use \$44,105 in carryover for 2026. Blue Valley plans to use ATF funding for its School and Community Prevention Program, including funding to facilitate certification of 14 Tobacco Treatment Specialists (TTS) for all middle schools and high schools for the 2025-26 school year. Blue Valley's Drug and Alcohol Prevention Task Force (DAPT) guides programming efforts. This programming is conducted by qualified, licensed professionals who use evidence-based curricula, such as Everfi's *AlcoholEdu* and Mindwise' *Signs of Suicide*. Funding will support curriculum subscriptions, no-cost drug and alcohol assessments, national speakers for community events, and modest stipends for coordinating the task force. New Tobacco Treatment Specialists (TTS) will include counselors and nurses who will achieve certification through the University of Kansas and the University of Kentucky. The TTSs provide support for students and families challenged with tobacco and substance use/addiction. They also serve as liaisons to community providers.

**Results Projected:** The goals of the School and Community Prevention Program are to increase protective factors and reduce risk factors for students, while promoting healthy decisions both now and in the future. Programming funded with ATF dollars will increase students' knowledge of substance abuse, develop skills to resist social pressures related to drug and alcohol use, reduce favorable attitudes towards drug and alcohol use, and provide information about available resources. Early intervention is provided through no-cost drug and alcohol assessments for students who show signs of misuse and/or have received a discipline infraction. During the 2026 school year, the district anticipates serving approximately 21,994 students through ATF-supported programs.

**Outcomes Achieved During 2024:** Blue Valley School District served a total of 68,020 youth in Johnson County during the 2024 school year. Everfi's prevention education was offered to 3,241 middle school and high school students during that year. The Understanding Mental Wellness module had 235 students enrolled for 1,267 modules completed with 263 hours of learning and had 16% learning gains. The *Vaping: Know The Truth* module had 436 students enrolled for 2,353 modules completed with 588 hours of learning and had a 28% learning gain. The Prescription Drug Safety module had 329 students enrolled for 2,138 modules completed with 713 hours of learning for the highest learning gain of 32%. *AlcoholEdu* had 738 students enrolled for 3,437 modules completed with 1,146 hours of learning and a 20% learning gain. The DAPT committee completed the initial round of curriculum writing in four core areas: Suicide Prevention, Bullying Prevention, Personal Safety, and Anxiety. This curriculum supports drug and alcohol prevention for kindergarten through 12<sup>th</sup> grade counselor or advisory lessons. The implementation of the new curriculum began in the fall semester, 2024 (August-December) and will continue during the spring semester, 2025. The DAPT committee met 11 times over the school year to plan several community presentations focused on education and prevention, vaping, social hosting, and fentanyl awareness. The DAPT committee formed new collaborations with two parent groups (the PTO President's Council and the Academics and Activities Board Advisory Committee) to offer a presentation on drug and alcohol prevention and engaging parent support. Three additional Blue Valley staff members completed their Tobacco Treatment Specialist (TTS)

certificate. Blue Valley provided thirty students with vouchers for free drug and alcohol screenings provided by a community partner.

**De Soto School District**

**ATF Request: \$45,129**

**ATF Recommendation: \$45,129**

**ATF Description:** The DAC recommends an ATF award of \$45,129, an \$18,000 increase from 2025, to De Soto School District. ATF funds support De Soto's Prevention program, which provides instruction, student engagement, and Tier 2 and Tier 3 interventions with social work staff. Instruction is offered in health classes, using *AlcoholEdu* and *Vaping: Know the Truth*. The PRIDE Prevention Club (Students Against Destructive Decisions or SADD) provides peer support by engaging students in activities and learning strategies to make healthy choices and avoid drug and alcohol abuse. ATF funding also covers a portion of the salary for social workers who assess students for risk and provide the appropriate intervention and/or referrals to outside agencies for additional support.

**Results Projected:** The goals of De Soto's Prevention program are education and prevention of substance use, reduction in drug and alcohol related offenses, and reduced cost of intervention. *PRIDE Club* will focus on vaping prevention and cessation in high school buildings. *AlcoholEdu* participants will demonstrate an average of at least 15% points in the three categories of Student Learning Objectives. Students who use social work services will demonstrate an improved ability to resist using substances as a way to cope by demonstrating an understanding of coping strategies and then reporting that the use of these strategies/skills deterred their use of substances. Improved student abilities and understanding will be measured through social work interviews and documentation using qualitative analyses of their responses. The district anticipates serving approximately 2,485 students through ATF-supported programs during the 2026 school year.

**Outcomes Achieved During 2024:** De Soto School District served a total of 7,489 youth in Johnson County during the 2024 school year. 563 students in the *AlcoholEdu* program demonstrated an increase in understanding in the Brain and Body, Know Your Influences, and Make Smart Decisions modules. Students demonstrated growth from the Too Good for Drugs pre/post-test. On the pretest, students missed 8.3% of questions, while they only missed 3.6% of questions on the post-test. Social workers continue to address substance abuse prevention, and refer for treatment, as needed. Overall, there was a 67% decrease in documented incidents compared to the prior year.

**De Soto School District**

**OSF Request: \$5,000**

**OSF Recommendation: \$5,000**

**OSF Abatement Strategies:** Prevention, Harm Reduction

**OSF Description:** The DAC recommends an OSF award of \$5,000, a \$169 increase from 2025, for DeSoto's Drug Awareness and Prevention. The district will host at least one drug and alcohol education event and two Student Wellness Series events, in addition to regular communications through social media posts. This program fosters open dialogue and educates students about healthy choices and taking action for creating healthy communities.

**Results Projected:** Possession/consumption incidents at the High School level will decrease by the end of the 2026 school year. Various events will be hosted, including at least one school-wide event and at least two Student Wellness Series district-wide events. Social media messaging will also continue to reach students online. The district anticipates serving over 2,000 students during the 2026 school year.

**Outcomes Achieved During 2024:** A drug prevention community night was hosted in spring 2024, highlighting a presentation by *Hidden in Plain View*. During the event, more than 80 participants visited a resource table, 65 participants attended the presentation, and 50 Deterra Drug Disposal bags were distributed to families and students. The presentation had a noticeable impact on audience members, as was evident through their questions and interactions with the presenters. Other community organizations, such as Johnson County Mental Health Center and the District Attorney's Office, were present. During the 2024 school year, De Soto Schools data demonstrated a reduction of 40 fewer incidents of possession of substances than in the prior school year.

### **Olathe School District**

**ATF Request: \$10,000**

**ATF Recommendation: \$1,823**

**ATF Description:** The DAC recommends an ATF award of \$1,823 to Olathe School District, combined with \$8,177 in carryover. This will result in a total budget of \$10,000. ATF funding will be used to continue the Olathe Safe and Drug Free Schools Program. The program uses a two-pronged approach: reducing students' perception of social benefits associated with substance use, while increasing access to pro-social afterschool activities to provide students with a safe, productive place to spend time and build positive relationships. The district provides transportation support for afterschool programs, including the Boys and Girls Club, and supports *The Spot*, an afterschool program developed in collaboration with the Olathe Police Department, Fire Department and Library. *The Spot* provides homework support, mentoring, videogaming, sports, and mechanical low-rider bicycle building to engage students in increasing protective factors and reducing risk factors for substance use. Collaboration with ATF-funded agencies, such as First Call, assists the district to further address substance use issues through student drug assessments and sobriety groups. Olathe uses education, prevention, and intervention curricula including *AlcoholEdu*, *Project Alert*, *Second Step*, *Guiding Good Choices*, and *Botvin Life Skills* to increase protective factors, such as student social competency, along with problem-solving skills to prevent and reduce substance use.

**Results Projected:** Olathe's initiatives provide evidence-based substance abuse prevention programs to increase student social competency and problem-solving skills. Goals for the 2026 school year include: decreasing the need for drug assessments, which have remained steady; reducing, by five percent, the number of students who indicated they have a perceived availability to drugs; and continuing to monitor data from *AlcoholEdu* and *Guiding Good Choices* to demonstrate improvement and understanding. During the 2025-2026 school year, the district anticipates serving 2,534 students through ATF-supported programs.

**Outcomes Achieved During 2024:** During the 2024 school year, 1,772 students participated in *AlcoholEdu* and completed over 5,400 hours of modules. Data demonstrated student learning gains increased in the following categories: *Vaping: Knowing the Truth* by 17%, Prescription Drug Safety by 23% and Alcohol Education: Safe and Smart by 17%. 87 student drug assessments were completed by the Olathe School District. Olathe Schools has an increasing percentage of students who have a perceived availability of drugs (18.11%) and the district is working to decrease this by 5%. Olathe Schools conducted one *Life Skills* Class. Ten students took part in ten sessions. The results showed a modest improvement in knowledge, with an average increase of 2%. The average pre-test score was 88%, while the average post-test score rose to 90%. *The Spot* engaged over 1,000 students through 30 different after-school sessions, including homework assistance, and social and academic components to help students stay on track towards graduation. The district, in collaboration with Johnson County Mental Health, hosted a Café Conversations event and over 25 parents participated.

Olathe Schools increased access to naloxone, with 12 cases or 300 doses placed in every district building. Additionally, 21 Overdose Response Boxes were placed in all middle and high schools, and district athletic complexes to ensure facilities have a readily accessible supply of naloxone.

#### **Olathe School District**

**OSF Request: \$35,500**

**OSF Recommendation: \$13,178**

**OSF Abatement Strategies:** Prevention, Linkage to Care, Harm Reduction, Providers & Health

**OSF Description:** The DAC recommends an OSF award of \$13,178, combined with \$22,322 in carryover. This will result in a total budget of \$35,500 for Olathe Safe and Drug Free Schools Program. Fentanyl awareness and prevention have been a strong focus for the district. Funds support a full-time position to ensure that the materials are developmentally and culturally appropriate and evolve with current drug trends. During the 2026 school year, Olathe School District will have a stronger focus on vape prevention and cessation, as well as support for student mental health.

**Results Projected:** Olathe's goal for 2026 is to expand program awareness, with added emphasis on vaping prevention. Pre- and post-surveys will demonstrate an increase in participant knowledge of opioid harm, risk, and protective factors; safety strategies; recognition of warning signs of misuse or overdose; and use of harm-reduction strategies, including reversal medications such as Naloxone. Naloxone will be purchased and placed with each district AED (110 boxes to replace expired doses). A minimum of five people will be trained in emergency opioid overdose response. The district will continue to increase awareness of its Facing Fentanyl OPS 233 website which contains up-to-date information and resources.

**Outcomes Achieved During 2024:** During school year 2024, Olathe School District hired a Fentanyl and Substance Abuse Educator. The educator engaged over 1,500 middle and high school students, as well as parents, through more than 40 opioid education sessions and presentations. Students participated in two one-hour sessions. The first session offers an overview of Fentanyl and opioids and seeks to understand student's current knowledge and attitudes towards opioids. The students then view the film: The New Drug Talk (student version) by Song for Charlie. Afterwards, students complete a survey and self-reflection on what they learned from the film and are asked to submit any questions or items for clarification. During the second session, feedback and questions are reviewed. These educational sessions have increased student knowledge of opioid misuse and addiction, safe medication use, overdose identification, and where to seek help, if needed.

#### **Johnson County Government Programs**

*Programs supported by Johnson County government occupy a critical part of the Johnson County substance use continuum of care. Johnson County Mental Health Center provides a range of education and prevention services, including technical assistance for school districts, as well as detoxification and in-patient and outpatient treatment services. The District Attorney's Office prioritizes substance use intervention and treatment through diversion programs for justice-involved youth who have significant substance use or co-occurring substance use and behavioral health issues. The Department of Corrections provides in-patient residential treatment for justice-involved individuals with substance use or co-occurring substance use and behavioral health needs. Department of Corrections also provides critical support through employment and recovery programs.*

#### **Johnson County Department of Corrections: Voucher Assistance**

**ATF Request: \$0**

**ATF Recommendation: \$0**

**ATF Description:** The DAC recommends the Department of Corrections to use the \$15,199 in carryover for their Voucher Assistance program in 2026. From 2018-2023, Johnson County experienced a 19% increase in stimulant drug filings and a 67% increase in criminal filings for opioids. The Voucher Assistance program intervenes by providing support to address substance use disorder evaluations and treatment. This program assists adult offenders who have financial barriers to obtaining those services and are less likely to successfully recover from substance abuse without treatment. Evaluation and treatment services will be available through providers who maintain licensure pursuant to the Kansas Behavioral Sciences Regulatory Board and who have demonstrated success in keeping clients engaged.

**Results Projected:** The goal of the Voucher Assistance Program is to reduce or eliminate the financial barriers associated with accessing alcohol/drug evaluations and treatment in a timely manner. In 2026, at least 80% of clients referred for evaluation will receive their drug/alcohol evaluation within 30 days of voucher approval. At least 70% of voucher clients recommended for treatment will undergo intake within 60 days, and at least 60% of clients receiving evaluations will be moderate to high risk in the domain of drug and alcohol, as identified by the Level of Service-Case Management Inventory (LSCMI) or the Women’s Risk Need Assessment (WRNA). Corrections anticipates serving 54 Johnson County individuals during 2026.

**Outcomes Achieved During 2024:** In 2024, the Voucher Assistance Program provided 53 Johnson County adults with 48.5 total vouchers for assessment or treatment. 75% of the voucher clients referred completed their evaluation within 30 days of voucher approval. 81% of voucher clients scheduled their treatment within 60 days of initial evaluation. 74% of those clients released from the Department of Corrections’ Therapeutic Community (TC) have remained in outpatient treatment for three months.

#### **Johnson County Department of Corrections: Therapeutic Community**

**OSF Request: \$13,500**

**OSF Recommendation: \$13,500**

**OSF Abatement Strategies:** Treatment, Harm Reduction, Providers & Health

**OSF Description:** The DAC recommends an OSF award of \$13,500, in addition to \$76,564 in carryover, to result in a total budget of \$90,064 for the Department of Corrections’ Therapeutic Community (TC). The TC is a 6-month substance abuse and co-occurring behavioral health and substance abuse residential treatment program located in the Adult Residential Center. This program is focused on long-term behavioral change for justice-involved individuals, including successful recovery and reduced recidivism. OSF dollars will continue to support the substance abuse counselor, while maintaining the expansion and more intensive services to additional individuals. The TC is currently licensed for 52 beds, and an additional counselor allows the counselor caseload to remain at 10 patients, increasing treatment capacity and targeted interventions for those struggling in the program.

**Results Projected:** Corrections will continue to offer three curriculums to TC participants. Each counselor will continue to deliver two additional client treatment hours per week, along with Hazelden co-occurring disorder treatment classes. 79% of all TC admissions will successfully complete the program and be released back into community supervision. Recidivism rates for TC graduates 1 year after completion will decrease as compared to nonparticipants.

**Outcomes Achieved During 2024:** In 2024, the TC served 20 Johnson County adults through 20 hours of programming. An additional counselor was hired in July, which allowed the program to implement a new, more intense and thorough curriculum that runs the duration of a client's program. 47 individuals successfully completed this new curriculum. Additionally, hiring an additional substance abuse counselor allowed Corrections to reduce caseload sizes from 13 to 10 clients. OSF awards also made it possible for the Department of Corrections to apply to increase by 10 beds. 89% of all TC admissions successfully completed the program and were released back into community supervision or are still in treatment.

**Johnson County District Attorney's Office: Juvenile Drug Court Diversion and Minor-In-Possession Programs**

**ATF Request: \$109,864**

**ATF Recommendation: \$109,864**

**ATF Description:** The DAC recommends an ATF award of \$109,864, an increase of \$7,208 from 2025, to Johnson County District Attorney's Office to support Juvenile Drug Court Diversion, the Minor-In-Possession (MIP) program, and other clients who have drug/alcohol contract cases. The Juvenile Diversion Unit provides programming and supervision to youth referred for juvenile offenses. Youth with misdemeanor or felony violations who have a substantial drug or alcohol problem are diverted to the eight-month Drug Court program, which offers a higher level of supervision and closely monitors treatment compliance. The MIP program is a non-court resolution of a police report indicating a juvenile has been in possession of alcohol. Drug/Alcohol contract cases are Intermediate Intervention for juveniles who have a drug/alcohol problem that require education, intervention, and/or completing random drug screens in addition to standard contacts. Supervision of diversion cases interrupts alcohol and/or drug use that has become problematic personally and legally for participants. The programs support clients in completing treatment and changing behavior.

**Results Projected:** The overarching programmatic goal is to help youth who are prone to relapse to develop tools to overcome substance abuse dependence. In 2026, 70% of the drug screens will be negative for all substances; 75% of the Drug Court clients will successfully complete the Drug Court program; of those that complete, their school grade point average will be monitored to show impact. 90% of the Drug Court clients will not reoffend during the course of their contract, and the recidivism rate will be 10%. 55% of participants will participate in a pro-social activity. During 2026, the District Attorney's Office anticipates serving 267 Johnson County youth.

**Outcomes Achieved During 2024:** In 2024, the Juvenile Drug Court Diversion and Minor-In-Possession Programs program served 245 Johnson County youth. The goal of the Johnson County District Attorney Office's Juvenile Drug Court program is to increase motivation to remain drug free, as measured by improvement in school grades, involvement in pro-social activities, drug screens and parental feedback. The average semester GPA of participants at the start of Drug Court was 2.8 and increased to 3.4 at program completion. Through the Minor-In-Possession program, 1,032 drug screens were submitted and 72% were negative for all substances. Clients in the Drug Court program are incentivized with early release after they hit a milestone, such as having 90 straight days of clean drug screens. 21 clients were released early from the Drug Court program.

**Johnson County District Attorney's Office: Juvenile Drug Court Diversion and Minor-In-Possession Programs**

**OSF Request: \$45,623**

**OSF Recommendation: \$45,623**

**OSF Abatement Strategies:** Prevention, Treatment, Recovery, Linkage to Care, Harm Reduction, Providers & Health, Public Safety & First Responders

**OSF Description:** The DAC recommends an OSF award of \$45,623 to Johnson County District Attorney's Office to support the Mental Health and Drug Treatment Diversion program. This program addresses an increased need for services for high-risk youth with dual diagnoses. Programming focuses on mental health treatment, drug abuse prevention, alcohol abuse, and alcohol- and drug-related detoxification treatment intervention. Services are individualized for each youth and include community supervision strategies to monitor program progress and decrease future substance abuse and re-offending. Funds will support a part-time officer who will focus on serving youth with dual diagnoses.

**Results Projected:** The overarching programmatic goal is to support high-risk youth with dual diagnoses. In 2026, 70% of drug screens will be negative for all substances; 75% of youth diverted to the Immediate Intervention Program will successfully complete the immediate intervention contract with no filed charges. 85% of youth diverted to the mental health Immediate Intervention Program will have been successfully discharged from mental health treatment or actively engaged in mental health treatment by the completion of their immediate intervention contract. During 2026, the District Attorney's Office Mental Health and Drug Treatment program anticipates serving 34 Johnson County youth.

#### **Johnson County Mental Health Center: Adolescent Center for Treatment (ACT)**

**ATF Request: \$306,093**

**ATF Recommendation: \$306,093**

**ATF Description:** The DAC recommends an ATF award of \$306,093 for Johnson County Mental Health Center's Adolescent Center for Treatment (ACT), an increase of \$31,961 from 2025. ACT is an 11-bed, residential substance use disorder treatment facility for adolescents age 12-18. Each client receives a thorough bio-psychosocial assessment and individualized treatment plan; and participates in over 50 hours of structured activities per week including at least 10 hours of clinical therapy. Activities include research-based Positive Behavior Supports (PBS), Mapping Enhanced Counseling, and Living in Balance and Stacked Deck curricula. Youth also attend academic programming during the school year. The cost of the residential treatment provided by ACT is significantly less than hospital, psychiatric residential, or detention facility stays.

**Results Projected:** ACT assists youth with substance use disorder to begin their recovery in a safe and sober environment. In 2026, 75% of ACT clients will remain in residential treatment for a minimum therapeutic length of stay (21 days for first admits, 14 days for re-admissions). 75% of clients will successfully complete treatment plan goals at discharge. Clients will rate satisfaction with program quality and staff performance an average of four out of five on discharge surveys. ACT anticipates serving 38 Johnson County youth in 2026 and will continue to work with the Dual Diagnosis Outpatient Program to connect youth with outpatient services upon completion of ACT inpatient treatment.

**Outcomes Achieved During 2024:** In 2024, ACT served 20 Johnson County youths through 432 bed days. ACT clients had an average length of stay of 23 days. 76% of ACT first-time clients remained in residential treatment for a minimum of 21 days. 83% of ACT re-admitted clients remained in residential treatment for a minimum of 14 days. 73% of clients received a successful completion upon discharge as indicated by the completion of their treatment plan goals. The average client satisfaction score was 4.5 out of 5.

**Johnson County Mental Health Center: Adolescent Center for Treatment (ACT)****OSF Request: \$25,000****OSF Recommendation: \$25,000****OSF Abatement Strategies:** Treatment, Harm Reduction, Recovery

**OSF Description:** The DAC recommends an OSF award of \$25,000, to support Opioid Use Disorder (OUD) clients in the ACT residential program. OSF funding supports detox services for uninsured/underinsured individuals, recovery counseling, harm reduction education, opioid addiction, and Medication Assisted Treatment (MAT). Developmentally appropriate services address the unique issues of adolescents, including peer pressure, impulsiveness, risk-taking, and moral development.

**Results Projected:** In 2026, 70% of OUD clients will demonstrate increased knowledge of opioid addiction and harm reduction strategies based on pre/post surveys. 75% of OUD clients will be referred for MAT to support stabilized recovery and reduce likelihood of relapse, as appropriate. A total of 60% of OUD clients will successfully complete the Opioid Track programming. ACT anticipates serving 10 Johnson County youth through the Opioid Track in 2026.

**Outcomes Achieved During 2024:** In 2024, ACT served a total of 37 youth, including two youth from Johnson County. 19 youth received MAT services while residents at ACT. Of those 19 youth, 26% received the Vivitrol Injections, and 79% received MAT oral medication. Of the 19 youth placed on MAT medications while at ACT, 79% successfully completed residential level of care. The average length of stay for youth that were on MAT and successfully completed treatment was 26 days. The average length of stay for all youth on MAT medications was 21 days. 75% of the youth who entered ACT with an identified opioid use disorder successfully completed residential substance use disorder treatment. The average length of stay for all youth with an opioid use disorder was 14 days. 75% of the youth surveyed scored at or above 86% correct on the post survey. 81% of the youth scored below the target baseline on the survey prior to the beginning of residential treatment.

**Johnson County Mental Health Center: Adult Detoxification Unit (ADU)****ATF Request: \$349,908****ATF Recommendation: \$285,238**

**ATF Description:** The DAC recommends an ATF award of \$285,238, an increase of \$8,403 from 2025, to the Johnson County Mental Health Center Adult Detoxification Unit (ADU). ADU provides 24/7 services to admit and monitor individuals with alcohol/drug intoxication or withdrawal. It is also the only program in the Kansas City metropolitan area that provides medical detoxification at a higher level of care for uninsured/underinsured individuals. Services are provided at no cost to participants, and the program serves as a safety net for individuals with serious substance use disorders. ADU often diverts clients from seeking detox services at hospitals/emergency rooms. Licensed addiction counselors provide an assessment and recovery plan, and ADU operates in accordance with [SAMHSA's](#) principles and protocols of social detoxification. ADU shares a residential unit with Johnson County Mental Health Center's Crisis Recovery Center (CRC). Direct care Behavioral Health Specialists are trained in the services provided for both populations, and clients benefit from the combined expertise of both mental health and substance use programming.

**Results Projected:** ADU aims to provide social detoxification that protects individuals from negative effects of withdrawal and protects the public from the risks associated with having intoxicated individuals on their streets. In 2026, 75% of ADU clients will remain in social detox until discharge is recommended, based on symptom reduction or transfer to a higher care level. 75% of ADU clients will have a written discharge plan with referral to primary care, behavioral health, or community

services. Client satisfaction surveys at discharge will rate ADU, on average, at least five out of six possible points for program quality and staff performance. ADU anticipates serving 635 Johnson County clients in 2026.

**Outcomes Achieved During 2024:** In 2024, ADU provided 281 Johnson County adults with 881 bed days of service. 91.7% of ADU clients remained in social detox until staff recommend discharge. The average length of stay was three days. 84.9% of clients received a written discharge plan documenting a referral for ongoing primary health, behavioral health, or community services (excluding clients who were referred to a higher level of care from the unit). Discharged clients completed a satisfaction survey with six areas of program quality and staff performance; the average rating of ADU was 4.7 on a 5-point scale.

**Johnson County Mental Health Center: Adult Detoxification Unit (ADU)**

**OSF Request: \$55,897**

**OSF Recommendation: \$39,244**

**OSF Abatement Strategies:** Treatment, Recovery, Linkage to Care, Harm Reduction, Public Safety, Medication, and Recovery Housing

**OSF Description:** The DAC recommends an OSF award of \$39,244, for Johnson County Mental Health’s Adult Detoxification Unit (ADU). Like other providers in Johnson County, the ADU program has seen an increase in the number of clients referred from emergency rooms, law enforcement, or other agencies who have an opioid addiction, often concurrent with addictions to alcohol or other substances. OSF funding will support move-in costs associated with recovery housing. Recovery housing supports are intended to allow clients a safe space to continue their recovery journey.

**Results Projected:** Program goals are to reduce harm caused by an OUD and adulterated substances that contain opioids; promote addiction recovery; and provide supportive services to reduce barriers to care. In 2026, 100% of clients will be provided a box of Narcan at time of discharge. 100% of clients will have the option of pursuing standing-order medication supports, approved by a licensed prescriber. 50% of clients who receive financial assistance with recovery housing will remain in their recovery housing for at least 2 weeks. During 2026, ADU anticipates serving 50 Johnson County clients.

**Outcomes Achieved During 2024:** In 2024, ADU served 62 Johnson County adults through 24 harm-reduction kits. An average of 35% of ADU clients with an OUD left the facility with their own box of Narcan. ADU has not been able to offer testing for OUD to any client on the unit. Data for 2024 shows that approximately 7% of clients with an OUD were discharged to a higher level of care due to severity of symptoms. Approximately 20% of clients with an OUD discharge prior to experiencing a reduction in overall withdrawal symptoms. This data suggests some clients experiencing an Opiate Use Disorder discharge early, due to a lack of treatment options to help manage their withdrawal symptoms at this level of care. ADU has onboarded a nurse and nurse practitioner to develop new protocols for standing orders for withdrawal medications.

**Johnson County Mental Health Center: Dual Diagnosis Outpatient Program (DDOP)**

**ATF Request: \$281,918**

**ATF Recommendation: \$281,918**

**ATF Description:** The DAC recommends an ATF award of \$281,918, an increase of \$28,874 from 2025, to support Johnson County Mental Health Center’s Dual Diagnosis Outpatient Program (DDOP) which includes the Adolescent Outpatient Addiction Services (AOAS). DDOP provides integrated outpatient services for individuals 12 years old and above with co-occurring mental health and substance use disorders. DDOP’s target population includes uninsured/underinsured, and indigent patients. The

program provides a sliding fee scale to assist those unable to pay for services. Combined with ACT and ADU, DDOP is a critical part of Johnson County Mental Health’s substance use continuum of care. Clients receive 1 to 8 hours of weekly counseling group or individual sessions per week where they focus on basic alcohol/drug education, recovery, and relapse prevention skills; and help clients understand and manage mental health issues that complicate recovery. DDOP provides connections to community treatment and supportive services, including psychological testing and therapy, and psych and medication evaluations. In collaboration with the Medical Services Team, DDOP also administers Medication Assisted Treatment (MAT) as appropriate for clients.

**Results Projected:** The goal of the program is to provide integrated outpatient services for individuals aged 12 and over with mental health and substance use disorders. In 2026, DDOP expects to serve 592 Johnson County residents. 65% of adult clients discharged from DDOP will complete at least 8 hours of integrated treatment. 70% of adult DDOP clients will remain alcohol/drug free during participation, and 80% of enrolled adult clients will not engage in new criminal activity while in the program. For AOAS, 60% of all youth clients admitted will remain in treatment for at least six sessions, and 50% of youth clients served will have reported a reduction in alcohol/drug use during the prior 30 days.

**Outcomes Achieved During 2024:** In 2024, the DDOP and AOAS programs served 610 Johnson County residents (532 adults and 78 youth) through 6,558 clinical hours of service. 68% of adults in DDOP remained in treatment for at least eight sessions. 70% of adults served reported a reduction in their alcohol and drug use during the last 30 days. 98% of adults served in the program did not engage in new criminal activities while participating in the program. Additionally, 82.6% of youth in the AOAS program remained in treatment for at least six sessions. 53% of youth served reported a reduction in their alcohol and drug use during the last 30 days.

**Johnson County Mental Health Center: Dual Diagnosis Outpatient Program (DDOP)**

**OSF Request: \$75,000**

**OSF Recommendation: \$75,000**

**OSF Abatement Strategies:** Treatment, Recovery

**OSF Description:** The DAC recommends an OSF award of \$75,000, an increase of \$17,000 from 2025, for Johnson County Mental Health Center’s Dual Diagnosis Outpatient Program (DDOP). Like other treatment providers in Johnson County, the DDOP program is moving with intentionality to address the specialized needs of clients with opioid use disorder (OUD). OSF funding will help DDOP meet the increased demand for clients with OUD and for Medication Assisted Treatment (MAT) services for adults and adolescents.

**Results Projected:** In 2026, DDOP will use OSF funding to serve 128 Johnson County clients with an OUD. 75% of adult clients with OUD will be referred for MAT services. 50% of adult MAT clients will be actively engaged in employment, academics, or trade/skills development in support of continued recovery. All OUD youth clients 15 and older will receive information about MAT, and 50% or more will be recommended for MAT services. 50% of youth who receive travel vouchers will report an overall improvement in their recovery, demonstrated by stable or increased attendance in therapy appointments. 50% of youth who receive incentives through contingency management will demonstrate a reduction in use or abstinence as evidenced by urinalysis and self-report.

**Outcomes Achieved During 2024:** In 2024, DDOP served 13 Johnson County residents (11 adults and two youth) through 242 clinical hours of service. An additional four clients were served who were not

residents of Johnson County. DDOP clients with an OUD diagnosis that were participating in the AOAS program were provided with information about Harm Reduction Strategies as well as harm reduction care packages, including access to naloxone and Fentanyl test strips, and were referred for MAT services. A contingency management system with rewards for engaging in treatment and achieving self-identified recovery milestones was also implemented. 60% of adults in DDOP with an OUD received MAT services. 70.5% of adults in the program were engaged in employment, academic instruction or skill development. 66% of youth in the Adolescent Outpatient program with an OUD received MAT services.

### **Johnson County Mental Health Center: Prevention Services**

**ATF Request: \$210,000**

**ATF Recommendation: \$210,000**

**ATF Description:** The DAC recommends an ATF award of \$210,000, an increase of \$40,000 from 2025, to Johnson County Mental Health Center’s Prevention Services to support the cost of prevention efforts for Johnson County youth through public and private schools. Programming funded by ATF includes: *AlcoholEdu*; *End the Trend (ETT)*: an anti-vaping social media campaign; Youth Leadership Summit; School Prevention Resources Awareness and Knowledge (SPARK); and Connected Conversations. The program is also focused on strengthening caregiver supports through the new Parenting A Second Time Around (PASTA). PASTA is an 8-week parenting program designed for relative caregivers who are not the biological parents of the children in their care. The program provides information, skills and resources to enhance caregiver ability to provide effective care for their children.

**Results Projected:** The Prevention Services Program seeks to increase protective factors for youth within Johnson County—and decrease risk factors for substance misuse. At least 90% of participants in the 2026 YLS will indicate increased knowledge about alcohol, tobacco, and other drugs (ATOD) prevention as measured by self-report evaluation. SPARK will host five discussions sharing best practices in prevention. At least 90% of SPARK participants will indicate increased knowledge/awareness of the topic presented, as measured by self-report evaluation. Prevention Services will host four Connected Conversations for middle or high schools during the fiscal year. 80% of participants will indicate increased knowledge and awareness, and increased confidence in family communication skills, as measured by self-report evaluation. *ETT* will earn 200,000 social media impressions in 2026. *ETT* website users and page views will increase by 10%. At least 5,000 high school students will use *AlcoholEdu* in 2026 and demonstrate at least a 15% increase in knowledge across the five program modules, as measured by in-platform assessments. 80% of caregivers completing PASTA will report increased confidence and skills after completing the program. Prevention Services anticipates serving 5,780 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** In 2024, ATF funded services for 2,429 adults and 2,628 youth residents of Johnson County through 16,636 hours of direct service and more than 940,000 social media impressions. In 2024, Prevention Services co-hosted five Connected Conversations events in collaboration with Olathe and Gardner Edgerton School Districts and community organizations across Johnson County, including Overland Park Lutheran Church. SPARK hosted five virtual sessions to support educators in Johnson County. Across all sessions, participants reported a notable increase in knowledge and confidence, with self-reported evaluations showing an average of 100% improvement in awareness. *AlcoholEdu* participants reported a 17% increase across all five modules in relevant knowledge based on pre/post-surveys. 97.4% of Youth Leadership Summit participants reported being more likely to stay drug-free, as a result of participating in the event. Five families (or 100%) of

Strengthening Families Program participants reported an increased level of knowledge and confidence related to substance use prevention. In addition, the *End the Trend* campaign continues to gain traction in its second year by generating nearly one million impressions, interactions, and engagements across social media platforms and website view results (Snapchat, YouTube, and website views).

### **Nonprofit Community-Based Programs**

*Nonprofit community-based programs fill in linkages to care in the substance use continuum of care. For example, some community-based programs partner with school districts to provide education, prevention, and treatment programs on campus for students at low or no cost. Other programs provide substance use and behavioral health assessments that support the justice system and school districts. Other programs provide substance use and behavioral health in-patient and outpatient treatment to support individuals and families in recovery through recovery housing, case management, and employment supports. These programs also work closely with law enforcement and the Department of Corrections to support individuals who are being released back into the community through the recovery process. Support areas include transportation and housing, employment training and connections, peer recovery, and linkages to care.*

### **Artists Helping the Homeless**

**ATF Request: \$125,000**

**ATF Recommendation: \$90,000**

**ATF Description:** The DAC recommends an ATF award of \$90,000, level funding from 2025, to Artists Helping the Homeless (AHH). AHH's *Be The Change* program addresses the complex intersection of homelessness and substance use disorders (SUD) for adult males and helps break the cycle of recovery, reuse, homelessness, and incarceration. ATF dollars will support discharge planning and residential recovery services for Johnson County residents who are unhoused and dealing with substance abuse issues. The program fills a critical gap for unhoused adult males seeking recovery, and provides shelter, food, and basic needs in a sober environment with peer support. Referrals to AHH come from hospitals, agencies providing recovery and treatment supports, law enforcement, Johnson County Mental Health Center, and state mental health and aging services. The program uses Housing First, Recovery Oriented Systems of Care, and a strengths-based management approach with clients.

**Results Projected:** The goal of the program is for participants to maintain sobriety, reintegrate, and lead fulfilled lives as contributing members of society, along with the need and cost of substance use treatment and homelessness. In 2026, AHH will assess, place and/or assist 210 Johnson County residents at risk of alcohol or drug abuse referred from Johnson County sources. The program will provide residential recovery services, including housing and support services, to 45 Johnson County residents at risk of alcohol or drug abuse referred from Johnson County sources. 85% of participants will be successfully discharged from the program, and 80% of participants will be employed at discharge. 100% of participants will avoid interaction with law enforcement after entering the program, and 90% will not require emergency room or ambulance calls after entering the program.

**Outcomes Achieved During 2024:** In 2024, AHH provided 8,725 support service interactions and nights of housing to 211 unhoused Johnson County individuals recovering from SUD. Concord housed 33 men, 61% were Johnson County residents. Each of the 30 departures were a step forward in their recovery. The house relapse sobriety rate was 85%, with Johnson County residents faring better at 90%. Concord house residents had no interactions with law enforcement, and no emergency

department visits due to events occurring after entering the program. In addition, 38 Johnson County residents were at Kahana and another 10 at Finnegan Place.

### **Boys and Girls Club**

**ATF Request: \$30,000**

**ATF Recommendation: \$30,000**

**ATF Description:** The DAC recommends an ATF award of \$30,000, an increase of \$5,000 from 2025, to the Boys and Girls Club for its Journeys: Path to Adulthood Targeted Program in Olathe. This program is a comprehensive prevention initiative that educates members (youth ages 5 to 18) about the dangers of substance abuse and develops their skills to resist negative influences. The program provides a range of services focused on empowering and educating participants. These services include evidence-based curricula, interactive workshops, and mentoring. The core focus of Journeys: Paths to Adulthood Targeted Program is to equip participants with the skills and knowledge needed to make informed decisions and resist engaging in risky behaviors such as drug use, alcohol abuse, and early sexual activity. Through the program, participants receive education on topics such as drug prevention, violence prevention, conflict resolution, and personal safety. The Olathe School District provides transportation to the Club from various schools. Boys and Girls Club has established relationships with corporate partners, such as University of Kansas Medical Center, Center of Grace, CarMax, Opus Group, Garmin, TVH Parts, Sysco, Harmon Construction, Olathe Police Department, Atmos, and Subaru of Olathe, to support older youth with job experience opportunities.

**Results Projected:** The objective of our Journeys: Paths to Adulthood Targeted Program is to prevent or delay the onset of alcohol and drug use, as well as involvement in other risky behaviors by youth. In 2026, 85% of participants will demonstrate an increased knowledge of the dangers of alcohol and drug use; 85% of participants will demonstrate an increased knowledge of tools to resist peer pressure and media influence; 85% of participants will demonstrate an increased knowledge of how to resolve conflict non-violently; 95% of participants will self-report abstinence from drug and alcohol use. Journeys: Paths to Adulthood Targeted Program will serve 550 Johnson County youth in 2026.

**Outcomes Achieved During 2024:** In 2024, Boys and Girls Clubs provided 105 program sessions, both after school and all-day during the summer to 460 Johnson County youth. Pre/post-tests showed 91% of program participants demonstrated increased knowledge of the dangers of alcohol and drug use. 89% of participants also increased their knowledge of tools and strategies to resist peer pressure and media influence. 89% of participants increased their skills to resolve conflict non-violently.

### **Boys and Girls Club**

**OSF Request: \$30,000**

**OSF Recommendation: \$30,000**

**OSF Abatement Strategies:** Prevention, Linkage to Care, Harm Reduction

**OSF Description:** The DAC recommends an OSF award of \$30,000, an increase of \$5,000 from 2025, to support its Positive Action program, which promotes positive behaviors, character development, and academic success among children and teens. Positive Action, endorsed by [SAMHSA](#), provides after school activities, mentoring, academic support, and life skills training designed to foster personal growth, social-emotional development, and resilience. The program emphasizes the importance of positive decision making, conflict resolution, and building healthy relationships. These skills increase protective factors and reduce risk factors for substance use in youth. As a result, youth are better equipped to avoid substance abuse and to self-regulate without the use of substances.

**Results Projected:** Positive Action is designed to empower young people and promote positive behaviors, character development, and personal growth. In 2026, 85% of participants will demonstrate increased academic achievement through improved grades or test scores; 85% of participants will show increased understanding and use of skills to resist peer pressure and critically evaluate media influences; 85% of participants will have greater involvement and positive community contributions, measured by community service hours performed, surveys, and feedback from community organizations. During 2026, Boys & Girls Club expects to serve 550 youth with Positive Action.

**Outcomes Achieved During 2024:** In 2024, Boys and Girls Clubs served 460 Johnson County youth through 105 program sessions provided both after school and all day during the summer. 88% of participants demonstrated increased academic achievement such as improved grades or test scores. 90% of participants demonstrated an increased knowledge of resisting the peer pressure of media influence. 91% of participants demonstrated an increased knowledge of how to resolve conflict non-violently. On average, 90.5% of participants had greater involvement and positive community contributions, measured by community service hours performed, surveys, and feedback from community organizations.

### **Cornerstones of Care**

**ATF Request: \$175,000**

**ATF Recommendation: \$129,500**

**ATF Description:** The DAC recommends an ATF award of \$129,500, an increase of \$45,500 from 2025, to Cornerstones of Care for the implementation of Functional Family Therapy (FFT) for families dealing with a substance use related issue. The FFT program is a short-term (12-14 sessions), evidence-based, in-home, intensive family-based treatment program for youth ages 11-17, who are at risk for substance use. This includes youth with co-occurring mental health issues and those involved in the child welfare or juvenile justice systems. FFT addresses risk factors in the personal and family domain that influence a youth's choice to use and helps children and their families enhance protective factors. FFT is provided at no cost to families who are referred by Court Services, Corrections, and schools.

**Results Projected:** The goal of FFT is to help at-risk children and families reach their potential through counseling, social services, and education—and divert them from justice involvement. In 2026, following the completion of FFT, 80% of the program youth will not be adjudicated on a violation of the law or charges related to drugs or alcohol for one year after completion; 80% of program youth and families will report improvements in their ability to communicate with one another; 80% of program youth and families will report the level of conflict has decreased in their family. During 2026, Cornerstones anticipates serving 150 Johnson County residents whose problems are related to substance abuse.

**Outcomes Achieved During 2024:** In 2024, 98 Johnson County residents (49 youth and 49 adults) participated in 380 FFT service encounters, including telehealth. 60% of youth completed FFT. 90% of youth who completed FFT had no subsequent charges related to drugs and/or alcohol. As a result of FFT, youth and parents completing a closing assessment reported an average score of 3.4 (between “3 = some better” and “4= a lot better”) for improved family relationships, as evidenced by reduced levels of conflict and improved communication.

## DCCCA

**ATF Request: \$92,950**

**ATF Recommendation: \$92,950**

**ATF Description:** The DAC recommends an ATF award of \$92,950 to DCCCA for the expansion of outpatient and intensive outpatient (IOP) substance use disorder treatment services in Johnson County. Services assist individuals in reducing or discontinuing the use of alcohol and other substances. The program offers clinical assessments and evaluations, individual therapy, and group counseling to adults referred from the criminal justice system, adults with and without insurance and uninsured/underinsured. Evidence-based practices, such as Motivational Interviewing, Cognitive Behavioral Therapy (CBT), and Seeking Safety, are provided by a team of licensed professionals and support long-term recovery, community reintegration, and improved quality of life.

**Results Projected:** The goal of this program is to assist individuals in reducing or abstaining from alcohol and other substances and promote improved quality of life, diversion from the criminal justice system, and reduced dependence on social services. Clients engaging in DCCCA services will demonstrate a 60% reduction in substance use at 90 days post-intake; 70% of clients will complete outpatient and IOP services, and 40% will report a reduction in Emergency Department visits or law enforcement contact six months post-treatment. Additionally, 60% of clients will report improved housing, employment, and/or vocational services within six months of treatment completion. In 2026, DCCCA anticipates serving 125 Johnson County residents.

## First Call

**ATF Request: \$71,163**

**ATF Recommendation: \$71,163**

**ATF Description:** The DAC recommends an ATF award of \$71,163 to First Call for Prevention Services. First Call will provide effective, no-cost prevention programming for children and youth in seven Johnson County school districts. First Call's prevention programming includes the *How to Cope* program for families with a member who has a substance abuse disorder. Additional programming includes *Caring for Kids* (a psycho-educational program on effects of substance abuse disorder and establishing protective factors) at local schools, along with sobriety and life skills groups at local high schools. Virtual programming includes *Botvin Life Skills & "Too Good"* Curriculum in which students learn how to identify and respond to stressful situations without the use of nicotine, alcohol, or drugs. Presentations can be customized to address school violence and suicide prevention. First Call also offers the Adolescent Relapse Prevention counseling group for students who have already faced disciplinary action due to nicotine, alcohol, or drug use. Schools frequently offer Adolescent Relapse Prevention as an alternative to suspension.

**Results Projected:** The overall goal is that participants lead safe, healthy lives and avoid substance use, misuse, and addiction. 80% of participants in *How to Cope* and *Caring for Kids* will increase knowledge of the harmful effects of alcohol, tobacco, and other drugs. Participants in *Life Skills Training* will demonstrate positive change, 7% increase, in knowledge and attitudes related to alcohol, tobacco, drugs and protective life skills as demonstrated from their pre/post-evaluations. 80% of participants in the Adolescent Relapse Prevention program will be able to identify triggering situations and at least three new coping mechanisms to deal with stress. First Call anticipates serving 137 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** In 2024, First Call served 121 Johnson County clients (46 adults and 75 youth) with 1,136 hours of support through direct service and outreach events. 95% of individuals who participated in *How to Cope* reported increased knowledge about substance use disorder after

their participation. 80% of children who participated in *Caring for Kids* reported increased knowledge about substance use disorder after their participation. 100% of adolescents who participated in First Call's Adolescent Relapse Prevention were able to identify triggering situations and at least three new coping mechanisms for dealing with stress. Participating students in First Call's School-Based Prevention Education demonstrated a 10% increase over their baseline score in knowledge and a positive attitude related to protective life skills and the harmful effects of drugs, alcohol, and tobacco.

### **First Call**

**OSF Request: \$52,568**

**OSF Recommendation: \$52,568**

**OSF Abatement Strategies:** Recovery, Linkage to Care, Harm Reduction

**OSF Description:** The DAC recommends an OSF award of \$52,568, an increase of \$9,051 from 2025, to support First Call's Linkage to Care programming in Johnson County focused on providing outreach, recovery support, and harm reduction. Linkages to Care, First Call's 24/7 Crisis Call Line, serves as many clients' first point of connection with the agency. Counselors provide brief interventions for people experiencing mental health crises, referrals to support services, and linkages to Recovery Advocates. Recovery Advocates provide therapeutic case management and care coordination to help people navigating a challenging path to recovery. Harm Reduction, launched in 2022, was the first of its kind in the region and continues to be one of the largest providers of no-cost naloxone. The Harm Reduction Specialist employs a set of life-affirming strategies to mitigate the negative health impacts of drug use, with a focus on preventing and reversing overdoses. First Call provides training to civic, religious, and business groups on a wide range of topics, including harm reduction and current drug trends. First Call further participates in resource fairs and operates educational booths at festivals and community events.

**Results Projected:** Implementation of Harm Reduction strategies will result in decreases in community emergency department use, overdose deaths, and unaddressed medical needs. In 2026, 85% of callers to First Call's 24/7 Crisis Call Line will receive at least one appropriate referral. First Call will distribute 500 units of naloxone, distribute 500 substance use test strips, and train at least 250 people in how to spot an overdose and administer naloxone. Participants in recovery support will achieve a 60% decrease in Addiction Severity Index (ASI) scores. First Call anticipates serving 2,060 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** In 2024, First Call served 2,201 Johnson County residents (1,901 adults and 300 youth) through 2,201 hours of support with harm reduction services and outreach events. 81% of Crisis Call Line participants received at least one appropriate referral. Recovery Advocacy Services participants averaged a 50% decrease in Addiction Severity Index (ASI) scores, and participants experienced an average increase of 81% in Arizona Self-Sufficiency Matrix (ASSM) scores. First Call distributed 468 units of naloxone in Johnson County, 1,410 substance use test strips, and provided seven naloxone administration trainings for 750 people.

### **Friends of Recovery Association**

**ATF Request: \$144,588**

**ATF Recommendation: \$60,000**

**ATF Description:** The DAC recommends an ATF award of \$60,000, level funding from 2025, for Friends of Recovery Association (FORA) to expand recovery housing services in Johnson County through the opening of four new Oxford Houses, creating at least 32 additional recovery beds. Oxford Houses are self-sustaining, democratically run, transitional homes that help participants live productive, meaningful lives in recovery from substance abuse. Participants include adults who are experiencing

homelessness or are in danger of homelessness, individuals with mental health challenges, and adults recently released from incarceration. FORA uses a peer mentorship model (alumni or current residents) to help newly recovering residents. Additionally, ATF funding will support substance use prevention education sessions that focus on delaying the onset of substance use in youth, along with increasing linkages to care.

**Results Projected:** The goal of the program is to increase awareness, positive activities, self-efficacy, and skill building with a Recovery Center model to allow those in recovery to remain alcohol and drug free. In 2026, FORA projects that 75% of Oxford House residents will remain in housing for 90 days or more. FORA will deliver prevention education to at least 200 Johnson County residents. Additionally, at least 75% of clients served by outreach staff will remain engaged in services for 90 days or longer. FORA anticipates serving 1326 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** FORA served a total of 998 Johnson County individuals (858 adults and 140 youth) with 3,128 hours of service units in 2024. The average recidivism was 1.2% for clients housed at Oxford Houses. About 90% of residents remained employed during their stay in Oxford Houses, and 5% relapsed. Approximately 43% of residents successfully transitioned out of Oxford House and reintegrated back into the community in 2024.

#### **Friends of Recovery Association**

**OSF Request: \$184,638**

**OSF Recommendation: \$75,000**

**OSF Abatement Strategies:** Recovery, Harm Reduction, Public Safety

**OSF Description:** The DAC recommends an OSF award of \$75,000 for Friends of Recovery Association (FORA). FORA did not have a 2025 OSF request and was awarded \$10,000 in 2024. OSF funds will be used to expand recovery support and harm reduction services in Johnson County through the distribution of naloxone kits, overdose prevention training, and access to Medication Assisted Treatment (MAT). Additionally, FORA will expand their Recovery Resource Center to include walk-in screenings, psychoeducational workshops, bi-weekly, peer-led recovery support groups, and service navigation. Services utilize evidence-based and promising practices endorsed by the [CDC](#) and [SAMHSA](#). These are delivered by a certified Peer Mentor and/or Recovery Coach, with oversight from a Clinical Coordinator.

**Results Projected:** The goal of the program is to support harm reduction, early intervention, and recovery support services. In 2026, FORA will reach 1,000 Johnson County residents through its naloxone distribution initiative, including training 500 individuals on overdose response. At least 40% of Recovery Resource Center participants will be linked to appropriate treatment or services. Additionally, 75% of peer-led recovery group participants will attend at least three sessions. FORA anticipates serving 1,200 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** In 2024, Oxford Houses served 922 Johnson County residents (848 adults and 74 youth) through 2,254 hours of naloxone training. All Oxford Houses in Johnson County were equipped with two doses of naloxone nasal spray, with additional supplies available at the FORA office to replenish expired naloxone or replace doses used, in the event of an overdose. All staff serving Johnson County were trained to identify symptoms of withdrawal and overdoses, along with the usage and impact of naloxone. Additionally, FORA purchased medication lock boxes for all Johnson County Oxford Houses. This initiative ensured the safety of all residents by securing each

individual's medications and keeping them separate, thereby promoting a safe and organized living environment.

### **Health Partnership Clinic (HPC)**

**ATF Request: \$99,363**

**ATF Recommendation: \$89,250**

**ATF Description:** The DAC recommends an ATF award of \$89,250, level funding from 2025, to support Health Partnership Clinic's (HPC) Substance Use Disorder Services. This includes partial funding for a psychiatric nurse practitioner who will provide Medication Assisted Treatment (MAT) and a contracted substance use counselor. HPC is a Patient-Centered Medical Home and the only Federally Qualified Healthcare Center (FQHC) in the region and provides care for low-income and uninsured populations on a sliding scale. HPC's Substance Use Disorder program provides up to 5 hours of programming per week for adolescents and 8 hours per week for adults, including behavioral intervention, relapse prevention, social support and education in individual, group, and family therapy settings. HPC utilizes the [SAMHSA](#) endorsed Screening, Brief Intervention, and Referral to Treatment (SBIRT) tool during primary care visits and Hazelton's Living in Balance treatment, endorsed by [National Institute on Drug Abuse](#), including cognitive-behavioral and experimental therapeutic methods for substance use disorder treatment. In substance use disorder treatment, HPC utilizes evidence-based Motivational Interviewing and MAT to support recovery of clients.

**Results Projected:** The overall program goal is for patients to successfully complete recommended treatment and remain sober. In 2026, HPC projects serving 83 Johnson County clients through 555 patient visits; 90% of patients will indicate that they are satisfied with the services they receive through post-treatment surveys. Patients without housing will be connected to housing resources. MAT services will be provided to patients who demonstrate a need, with at least 70% of clients remaining in compliance with MAT services.

**Outcomes Achieved During 2024:** In 2024, HPC provided substance use disorder and MAT services to 61 Johnson County patients (58 adults and three youth) through 519 visits. An additional 31 patients who did not reside in Johnson County were served through 201 patient visits, for a total of 92 patients and 720 visits. 94.6% of patients indicated they were either satisfied or very satisfied with the overall care they received. 100% of patients receiving substance use disorder services who reported homelessness on the PRAPARE tool were referred to homeless shelters. Patients reporting homelessness were referred to and are currently in contact with resources to help with their current housing situation, such as services from Catholic Charities, United Way, or Salvation Army. Of the patients receiving MAT services, 70% were compliant with their medications. HPC had six patients successfully discharged from SUD services as well as 11 compliant MAT patients (compliant with treatment, medical services and negative urinary analysis).

### **Heartland Regional Alcohol & Drug Assessment Center (RADAC)**

**ATF Request: \$243,800**

**ATF Recommendation: \$243,800**

**ATF Description:** The DAC recommends an ATF award of \$243,800, an increase of \$13,800 from 2025, to support HRADAC's Intensive Case Management (ICM) program. The ICM program focuses on crisis management, intervention and stabilization, connection to recovery services (both SUD and mental health issues) and assistance in securing safe and sober housing. The ICM program applies a whole-person approach. Services begin with intensive outreach and engagement, clinical case management and Recovery Coach (RC) support, and barrier reduction funds to stabilize individuals and initiate

recovery, regardless of their current substance use and other co-occurring issues. ATF supports staff salaries and direct assistance for housing services and barrier reduction.

**Results Projected:** The overarching goal of HRADAC's program is to intervene with individuals who have substance use disorder and other co-occurring issues, stabilize them in their home community, and engage in recovery activities. In 2026, 76% of HRADAC ICM clients will secure safe housing while receiving services. A total of 94% of clients will address substance use during the program by engaging in recovery activities. 68% of clients will access mental health services after enrollment. HRADAC's ICM program expects to serve 145 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** During 2024, HRADAC served 190 Johnson County adults through 190 service encounters. 94% of clients accessed recovery activities while receiving ICM Services. 67% of clients accessed substance abuse treatment. 70% of clients accessed 12-step and other recovery support groups and 44% of clients engaged in Recovery-Oriented Systems of Care (ROSC) activities with a Recovery Coach. Additionally, 76% of individuals secured safe housing while receiving services. 37 individuals secured permanent housing, 109 individuals secured transitional housing, and 28 individuals secured permanent housing. 180 HRADAC clients had co-occurring mental health issues, of those 51% were receiving mental health services when they began and 68% were receiving mental health services by the end of 2024.

#### **KidsTLC**

**ATF Request: \$60,397**

**ATF Recommendation: \$60,397**

**ATF Description:** The DAC recommends an ATF award of \$60,397 to KidsTLC for its Psychiatric Residential Drug and Alcohol Program (PRTF). Funding will support individual and group substance use therapy and prevention/education services to youth 13 and older who struggle with co-occurring mental health and substance use issues. The evidence-based Seeking Safety curriculum is utilized in treatment, as well as Cognitive Behavioral Therapy (CBT), Eye Motion Desensitization Reprocessing (EMDR), Dialectical Behavioral Therapy (DBT), and Motivational Interviewing. Additionally, family involvement is a high priority, and parents and caregivers may participate in family therapy and regular peer support and education sessions.

**Results Projected:** KidsTLC provides substance use prevention groups and intervention/therapy services for youth. In 2026, 10 Johnson County youth will receive 40 total clinical service hours of Substance Abuse Therapy as part of PRTF. 100% of youth in the three PRTF adolescent units will participate in one 60-minute psychoeducation prevention group each week during their treatment, regardless of initial substance use screening results. 80% of program participants will abstain from drugs/alcohol during passes/breaks, and 80% of youth in treatment will respond favorably regarding program access on the program satisfaction survey. Pre/post-treatment assessments will show 80% of participants will gain an improved outlook. 90% of substance use program participants will have at least one community follow-up appointment scheduled at the time of discharge.

**Outcomes Achieved During 2024:** In 2024, PRTF provided 36 clinical and education hours to 7 Johnson County youth. 87% of youth receiving substance use services abstained from drugs/alcohol during passes (break outside of the PRTF facility) with a parent/guardian, as measured by a physician-ordered urine analysis upon the youth's return. 95% of youth demonstrated an improved outlook after treatment, measured by their self-assessment of change on the substance use survey between admission and discharge. 66% of youth who have been discharged from the PRTF program, and who

have received substance use treatment, self-reported maintenance or a decrease in problem severity between admission and discharge, as measured by the Ohio Scales. 95% of youth reported an increase in hopefulness and increase in functioning (Ohio Scales). 100% of youth rated 4 or 5 on the substance use program satisfaction survey that they felt “my counselor is willing to help me access services that I need.” 100% of youth discharging from the substance use program had at least one community follow-up appointment scheduled at the time of discharge. 91% of youth in the three PRTF program adolescent units (ages 13+) received one 60-minute psychoeducation prevention group each week during their treatment—regardless of their substance use screening at intake.

### **KVC Behavioral HealthCare**

**ATF Request: \$93,515**

**ATF Recommendation: \$66,000**

**ATF Description:** The DAC recommends an ATF award of \$66,000, level funding from 2025, to KVC Behavioral HealthCare for its Family Substance Abuse Recovery Services. The Family Substance Abuse Recovery Services provide in-home substance abuse treatment and recovery services to caregivers and youth who are being served within the child welfare system. During assessment by the case manager, caregivers and family members are screened using UNCOPE, a substance use disorder tool used in child welfare settings. If indication of substance abuse exists, professionals will refer them to Family Substance Abuse Recovery Services. Outpatient, in-home treatment will be determined using the KS Client Placement Criteria (KCPC) recommendations and the families' willingness to participate. When the KCPC indicates that a higher level of service is needed, the Substance Abuse Counselor works with the family and the case team to refer for services and reduce barriers to obtaining treatment. Referrals to KVC come from the Kansas Department for Children and Families, along with case management and therapist staff.

**Results Projected:** KVC provides the treatment and recovery services necessary to youth and adults and acts as a referral source for additional services that impact social determinants of health. 80% of outpatient services will be provided in home, and 80% of families will report increased efforts to improve family stability through lifestyle changes. Each family works with KVC to set and monitor outcome goals. Goals may include maintaining sobriety and housing stability, avoiding criminal activities, and retaining access to and/or actively connecting to resources and services that can help them maintain their program goals. KVC projects that 80% of program participants will maintain established goals at both 30 and 60 days, post-program completion. KVC anticipates serving 54 Johnson County residents in 2026.

**Outcomes Achieved During 2024:** Family Substance Abuse Recovery served 41 Johnson County residents (30 adults and 11 youth) through 414 hours of assessment and treatment in 2024. 83% of KVC's outpatient services were provided in home, or via telehealth in the client's home, when requested by the client. 17% of services were provided in the office when requested by the client due to lack of internet access, privacy, or safety in the home. Based on the AWARE relapse assessment and Ecomaps, 19% of clients remained in the lowest probability group for relapse after intake, 64% were in the mid-range and 17% were in the highest risk range. Of the 21 clients who responded to subsequent post discharge AWARE assessments, five clients were in the lowest risk range, three were in the mid-range, and 13 were in the highest risk range for relapse. Ecomaps data showed average community connections per client at admission was three, and all clients at least maintained their connections by the time of discharge despite challenges engaging and sustaining treatment. Of the clients served, 20% doubled their number of connections. KVC has seen clients with higher acuity and treatment resistance than in prior years.

**Mirror, Inc.**

**ATF Request: \$302,000**

**ATF Recommendation: \$302,000**

**ATF Description:** The DAC recommends an ATF award of \$302,000, an increase of \$490 from 2025, to Mirror for its Co-Occurring Disorder (COD) Residential Treatment Program for Johnson County residents. More than half of COD program clients are justice-involved, and many have financial barriers to treatment, including a lack of health insurance. The COD program shortens wait time for clients, removing them from lengthy waitlists for state-funded beds. Expedited services help clients stabilize and engage in recovery sooner, increasing the likelihood of successful treatment. Mirror's services include access to person-centered case management (PCCM) and peer mentoring services. The organization also makes transportation to mental health, dental, medical and other social service appointments available. All of Mirror's services are evidence-based or promising practices, and clinical and supervisory staff are required to maintain licensure through the Kansas Behavioral Sciences Regulatory Board.

**Results Projected:** The goal of the program is to provide more timely access to treatment services for Johnson County residents with limited resources, allowing them to access support services and stable housing after treatment completion and discharge. Average waitlist time for Mirror COD clients is 15 days. Projected outcomes for 2026 include: 70% retention in the treatment program; increased confidence levels from admission to discharge; 80% of clients with an identified need will receive appropriate service referrals; and 80% of participants who identify as housing insecure will receive housing support services. Mirror projects serving 92 Johnson County residents with 1,500 COD service days in 2026.

**Outcomes Achieved During 2024:** Mirror served 99 Johnson County residents through 3,111 service days in the COD program in 2024. COD clients had a 71.39% successful completion rate. COD client confidence in their ability to manage high-risk situations that can lead to substance use rose by 69% while in treatment. 100% of COD clients who successfully completed the program were given appropriate referrals within their home community. 100% of COD clients who successfully completed and applied for assistance towards Oxford House deposits were approved. 58 clients received Oxford House deposits of \$200.

**Mirror, Inc.**

**OSF Request: \$5,227**

**OSF Recommendation: \$5,227**

**OSF Abatement Strategies:** Treatment, Recovery, Linkage to Care

**OSF Description:** The DAC recommends an OSF award of \$5,227 to Mirror, Inc. to continue its Medication Assisted Treatment (MAT) services for clients with co-occurring substance use and mental health disorders. Additionally, funds will provide additional training for Mirror staff in crisis intervention and facilitate care coordination services through certified, person-centered case managers and peer mentors. Services will promote increased retention in treatment, abstinence, decreased hospitalizations, and increased employment.

**Results Projected:** In 2026, the program will retain 60% of COD clients in outpatient treatment. At discharge, 80% of employment-eligible COD clients will be employed, enrolled in an employment program, or participating in some form of education. Additionally, 80% of clients will be housing secure at discharge. Mirror projects serving 67 Johnson County adults through 5,313 units of individual or group intervention and/or transportation in 2026.

## **NCircle**

**OSF Request: \$74,660**

**OSF Recommendation: \$74,660**

**OSF Abatement Strategies:** Prevention, Harm Reduction, Workforce Development

**OSF Description:** The DAC recommends an OSF award of \$74,660, an increase of \$16,747 from 2025, to NCircle. NCircle partners with Johnson County Department of Corrections to provide the College of Trades (COT) program on-site for incarcerated individuals in Johnson County's residential substance use Therapeutic Community. COT provides employment and life skills training for individuals at high-risk of unemployment or recidivism upon release, with a goal to end the cycle of incarceration and stabilize families. Program participants are assessed using the Employment Readiness Scale before and after the 12-week training. NCircle coordinates with Johnson County Community College, Engage South KC, the Johnson County Library, and the Johnson County Community College Foundation to deliver job training and classes. There is no cost to participate in this program.

**Results Projected:** In 2026, 90 participants will receive 2,800 hours of workforce development services through NCircle's COT. NCircle will use the Employment Readiness Scale (ERS) to measure program efficiency. NCircle anticipates an increase of 10% or more in job maintenance and social support, along with an increase of 10% or more in career decision making and job search, as measured by ERS pre/post-testing. Additionally, NCircle anticipates at least 75% of clients exiting the COT program will have secured employment prior to release. NCircle will track recidivism rates and report on the data when it is available.

**Outcomes Achieved During 2024:** In 2024, NCircle's COT served 108 Johnson County adults through 2,420 hours of service. COT participants had ERS results increase by 12% in Job Maintenance, 21% increase in social supports, and 22% increase in career decision making. 93% of participants completed Essential Skills for Workplace Advancement. NCircle, in partnership with Johnson County Department of Corrections, collected first year data about individuals receiving services and will have ability to download customizable reports to track progress.

## **The Family Conservancy**

**ATF Request: \$40,000**

**ATF Recommendation: \$40,000**

**ATF Description:** The DAC recommends an ATF award of \$40,000 to The Family Conservancy (TFC). ATF supports two programs: Substance Use Screening for new mothers experiencing substance misuse, and education and implementation of *Conscious Discipline* programming for Johnson County childcare centers that serve families living at or below the federal poverty level. Those who screen positive for substance misuse receive substance use education, as needed, and are referred to community resources, when appropriate. *Conscious Discipline* is an evidence-based, self-regulation program that integrates social-emotional learning and discipline to foster healthy development and reduces future risk of substance abuse. Programming promotes positive parenting practices and strengthens the parent-child relationship by encouraging open communication.

**Results Projected:** During 2026, TFC anticipates serving 430 Johnson County residents. Among parents and caregivers who attend at least three of five *Conscious Discipline* program sessions, 80% will increase their positive parenting skills/abilities in at least 4 of 7 areas and will indicate utilization of five or more strategies learned. 100% of clients who self-identified as having a family member with substance misuse concerns will receive additional information or resources to support the family's

health. By the end of treatment, new mothers will no longer meet diagnostic criteria for the mental health condition(s) identified during intake.

**Outcomes Achieved During 2024:** In 2024, Family Conservancy served 657 Johnson County residents (241 adults and 416 youth) with 5,687 hours of programming, including coaching sessions. 79% of individuals achieved successful completion of their counseling treatment plan. Among clients who self-identified as having a family member with substance misuse concerns, data demonstrated a 100% improvement, including in increased knowledge or attitude changes that support overall family health at the closure of the case. 43 individuals participated in at least one family class. Ten individuals scored in the low to moderate range in the pre assessment who also attended three or more classes. A total of 80% of individuals improved in at least 4 of 7 areas, as measured by the Mindset Assessment Pre/Post. An additional five individuals attended at least three or more classes but did not score in the low to moderate range in the pre assessment. 100% of parents and/or teachers who attended at least three classes of a five-session *Conscious Discipline* parent class indicated utilization of five positive impacts or successful applications of the strategies learned.

### **Valley Hope Foundation**

**ATF Request: \$50,000**

**ATF Recommendation: \$50,000**

**ATF Description:** The DAC recommends an ATF award of \$50,000, an increase of \$20,000 from 2025, for Valley Hope's Patient Assistance Program. The Patient Assistance Program provides financial assistance to Johnson County clients who are otherwise unable to pay for necessary substance abuse treatment services. Valley Hope provides intensive outpatient services in Overland Park and Atchison for adults with substance use disorder. Financial assistance for treatment is distributed based on financial need and the patient's positive and productive engagement.

**Results Projected:** Within 12 months of enrollment, at least 30 Johnson County clients will receive funds from the Patient Assistance Program to complete their treatment. Patients supported by the Patient Assistance Program will complete at least 18 of the recommended 28-day length of stay in residential care. At minimum, 75% of patients will complete a discharge plan, prior to discharge, to ensure continued connection to treatment and a commitment to recovery. Valley Hope anticipates providing Patient Assistance funds to 23 Johnson County clients in 2026.

**Outcomes Achieved During 2024:** In 2024, Valley of Hope Foundation served 366 Johnson County adults through 363 hours of treatment. Valley of Hope Foundation provided 25 Johnson County patients financial assistance for the cost of treatment. 96% of patients in the program completed at least half of the recommended length of stay in residential care. 75% of the Johnson County patients joined the Alumni Program.

**2026 Substance Use Continuum of Care Fund  
Participating Jurisdictions**

<b>Jurisdiction</b>	<b>2026</b>
Johnson County Government	\$ 243,000
Johnson County OSF	\$ 100,000
De Soto	\$ 21,000
Gardner	\$ 38,000
Leawood	\$ 320,000
Leawood OSF	\$ 65,000
Lenexa	\$ 200,000
Lenexa OSF	\$ 50,000
Merriam	\$ 28,000
Mission	\$ 70,000
Olathe	\$ 250,000
Olathe OSF	\$ 25,000
Overland Park	\$ 1,326,152
Overland Park OSF	\$ 150,000
Prairie Village	\$ 50,000
Prairie Village OSF	\$ 23,000
Shawnee	\$ 130,000
Shawnee OSF	\$ 70,000
Total ATF	\$ 2,676,125
Total OSF	\$483,000
Total SUF Funds	\$3,159,125
ATF funds allocated to a 2025 grantee that were unspent due to closure of services. Returned to the pool for reallocation.	\$50,000
<b>Grand Total SUF Funds</b>	<b>\$3,209,125</b>

**The recommended grant awards represent the maximum SUF award for the calendar year. They are based on estimates from local jurisdictions of local liquor tax revenue, along with estimates of opioid settlement fund distributions. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent on local liquor tax revenue and opioid settlement fund distributions received by participating jurisdictions. Neither United Community Services (UCS), nor the Drug and Alcoholism Council, are responsible for a reduction in SUF awards payable by participating jurisdictions.**

**APPENDIX A**  
**DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES**

**Alcohol Tax Funds (ATF)**

By legislative mandate (KSA §79-41a04 as amended), ATF dollars must be used to fund services or programs whose principal purpose is substance abuse education, prevention, detoxification, intervention and/or treatment. Programs funded through the ATF grant process create a substance use continuum of services. Programs are defined as follows:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use and may include involvement in activities applied during early stages of substance use which may prevent the transition from drug use to abuse.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance use disorder treatment services, including detoxification, and are designed to assist clients with discontinuing the use of alcohol and drugs and recovery programs supporting a reduction in relapse.

**Opioid Settlement Funds (OSF)**

OSF are special purpose, special revenue funds distributed by the Kansas Attorney General’s Office to municipalities that joined the statewide opioid settlement agreement. Pursuant to state statute and a Memorandum of Understanding, funds are distributed based on each municipality’s population and must be used for **“projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct.”** KSA 75-775—781.

The national opioid settlement agreements governing this funding provide a [List of Opioid Remediation Uses](#), including Core Strategies and nonexclusive Approved Uses to support treatment of Opioid Use Disorder (OUD) and co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs and strategies, such as:

- Naloxone and Medication-Assisted Treatment (MAT) distribution, education, and training.
- Treatment, intervention, and wrap-around services to specialized populations, such as pregnant and postpartum women and families and incarcerated individuals.
- Expansion of recovery and reintegration services for OUD, SUD and SUD/MH, including peer support and comprehensive wrap-around services such as housing, transportation, job training/placement, education, and/or childcare.
- Education and prevention programs, including media campaigns, K-12 education, drug disposal, diversion programs, and syringe service programs.

**JOHNSON COUNTY REGION FUNDING PRIORITIES FOR SUF**

**In addition to consideration of core purposes of ATF and OSF referenced above, overall priority is given to:**

- Programs that target populations who are at-risk for substance use or abuse including individuals who have mental health issues, people who are homeless and/or have other co-occurring issues, women who are pregnant or nursing, and individuals involved in the child welfare or criminal justice system.
- Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.

- If fees are charged for services, there are accommodations for clients with no ability, or limited ability, to pay the fees including a sliding fee scale based upon income.
- Programs that demonstrate competency in addressing language and cultural barriers and provide bilingual services in multiple languages, such as Spanish.
- Programs that provide services to meet a current community need defined through indicator data.
- Programs that demonstrate an awareness of the negative impact of trauma in the prevention and treatment of substance use and co-occurring substance use and mental health disorders and utilize a trauma-informed care approach in the delivery of services.
- Programs that are evidence-based or reflect a best or promising practice and include measures to ensure fidelity.
- Programs that utilize measurable outcome data to improve service delivery.
- Strategies and services that involve families, parents, guardians, and/or other support systems.
- Programs that demonstrate coordination and collaboration with other agencies that support the substance abuse continuum of services in Johnson County and provide connection to community supports.
- Programs that demonstrate through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above.

**Priorities for Education and Prevention Programs include:**

- Strategies that seek to delay the onset of the initial use of substances.
- Programs that target use of gateway drugs and address new trends in drug use across all age groups.
- Programs that utilize *Risk and Protective Factors* strategies across all age groups.

**Priorities for Treatment and Intervention Programs include:**

- Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
- Programs that serve targeted populations and introduce early intervention strategies.
- Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery. These include providing peer support, housing, case management, and/or to linkages to recovery communities and activities.

***For Opioid Settlement Funds only, priorities further include:***

- Programs that support early education evidence-based prevention programs and mental health services and supports in schools, including school-based contacts and outreach.
- Programs and services providing training and workforce development for individuals providing support for this population.
- New and/or expansions of existing evidence-based or evidence-informed programs specifically focused on OUD and OUD/MH.
- Programs that expand warm hand-off and recovery services for OUD, SUD and SUD/MH to provide comprehensive wrap-around services, including housing, transportation, education, job training, and childcare.
- Programs that expand reintegration services for individuals in recovery, including recovery centers and peer support as well as supportive housing, and community navigators.

*Approved by the Drug and Alcoholism Council  
April 18, 2025*

## APPENDIX B

### 2025 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY 2026 SUF GRANT REVIEW COMMITTEE MEMBERS

*Piper Reimer, Chair, City of Prairie Village Representative*

*Steven Shrout, Vice Chair, City of Lenexa, City of Lenexa Representative*

*Jason Bohn, LPC, Renew Counseling Center, Community Volunteer*

*Major Chris Brokaw, Merriam Police Department, City of Merriam Representative*

*Mike Brouwer, Johnson County Government\*\**

*Jenny Cappelatti, City of Gardner, City of Gardner Representative*

*Meredith Conklin, City of Overland Park Representative*

*Vicki Charlesworth, City of Shawnee Representative*

*Dr. Sarah Gilliland, DNP, Olathe School District, School District Representative\*\**

*Judge John McEntee, 10<sup>th</sup> Judicial District Court, Community Volunteer*

*Sandra Miller, 10<sup>th</sup> Judicial District Court, Community Volunteer*

*Sharon Morris, Community Volunteer\*\**

*Ashley Reece, Community Volunteer*

*Joy Springfield, Kansas Legal Services, Community Volunteer*

*Elizabeth Landau, City of Olathe Representative*

*David Spizman, City of Leawood Representative*

*Scott Higgins, Johnson County Board of County Commissioners Representative*

*Judge Jason Billam, Community Volunteer*

**\*\*Denotes Non-Voting Member**

UCS Staff Support: Erika García Reyes, Director of Resource Allocation and Erin Weston, Manager of Special Projects



## MUNICIPAL COURT

Council Meeting Date: November 17, 2025

**COU2025-49: Consider adoption of the 2025 Standard Traffic Ordinance for Kansas Cities and the 2025 Uniform Public Offense Code for Kansas Cities**

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### RECOMMENDATION

Staff recommends that the Governing Body adopt Ordinance No. 2511 incorporating the Standard Traffic Ordinance, (STO), and Ordinance No. 2512 incorporating the Uniform Public Offense Code, (UPOC), 2025 editions.

**Council Action Requested on: November 17, 2025**

**SUGGESTED MOTIONS - *Each ordinance must be addressed individually.***

I move to adopt Ordinance No. 2511 incorporating the Standard Traffic Ordinance, 2025 edition.

I move to adopt Ordinance No. 2512 incorporating the Uniform Public Offense Code, 2025 edition.

### BACKGROUND

On an annual basis, the City receives the latest edition of the STO and the UPOC from the League of Kansas Municipalities. Prior to the request for incorporation, the offense codes and traffic ordinances are reviewed against current City ordinances for any discrepancies. Any changes were reviewed and approved by the City Prosecutor and City Attorney.

The changes include the following:

#### STO Ordinance:

Overall Changes: Change the STO edition year to 2025, reference to Ordinance No. 2507, "Laws for Electric-Assisted Bicycles and Scooters," and general housekeeping items regarding the new edition.

**UPOC Ordinance:**

Overall Changes: Change the UPOC edition year to 2025 and general housekeeping items.

**ATTACHMENTS**

Ordinance 2511

Ordinance 2512

**PREPARED BY**

Deana Scott

Court Administrator

Date: November 5, 2025

**ORDINANCE NO. 2511**

**AN ORDINANCE ADOPTING THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, 52nd EDITION (2025), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AMENDING ARTICLE 6 (STANDARD TRAFFIC ORDINANCE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), AND AMENDING SEC. 11-716 OF ARTICLE 7 (LOCAL TRAFFIC REGULATIONS) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), OF THE PRAIRIE VILLAGE MUNICIPAL CODE.**

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

**Section 1.** Section 11-601 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN.**

- A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", 52nd Edition (2025), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.
- B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":
- (d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

**Section 2.** Section 11-602 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

- (a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118, as amended.
- (b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

**Section 3.** Section 11-603 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-603. PENALTY FOR SCHEDULED FINES.**

- (a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.
- (b) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-6710).

**Section 4.** Section 11-604 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES**

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by deleting and replacing subsection (c) with the following:

- “(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency

or public works vehicles, in the course of such person's emergency or public safety duties:

- (1) Publicly owned fire department vehicles;
- (2) Publicly owned police vehicles;
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations."

**Section 5.** Section 11-605 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-605. DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS.**

Article 6, Section 30 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended to read as follows:

**Sec. 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.**

- (a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
  - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
  - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
  - (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
  - (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
  - (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.
- (b) (1) Driving under the influence is:
  - (A) An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750 nor more than \$1,000.
  - (B) On a second conviction of a violation of this section the person convicted shall be sentenced to not less

than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

- (i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, in such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and
- (ii)
  - (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and
  - (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (C) On a third conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:
- (i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and
  - (ii)
    - (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program for the first 240 hours of confinement and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and
    - (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within

the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.”
- (c) Any person 18 years of age or older convicted of violating this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f)
  - (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
  - (2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the \$250 required to be remitted to the state treasurer pursuant to K.S.A 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.

- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (h) For the purpose of determining whether a conviction is a first, second, or third conviction in sentencing under this section:
  - (1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
  - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
    - (A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
    - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
    - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
    - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
    - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
  - (3) Conviction includes:
    - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and
    - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any

- law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);
- (4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;
  - (5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
  - (6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime."
- (i) For the purposes of determining whether an offense is comparable, the following shall be considered:
    - (1) The name of the out-of-jurisdiction offense;
    - (2) The elements of the out-of-jurisdiction offense;
    - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
  - (j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
  - (k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
  - (l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:
    - (1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
    - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
  - (m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A 22-2906 *et seq.*, and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or

dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.

- (n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.
- (o) As used in this section:
  - (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
  - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

**Section 6.** Section 11-606 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-606 DRIVING COMMERCIAL MOTOR VEHICLE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS**

A new Section 30.1.1 is hereby added to Article 6 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, as follows:

**Sec. 30.1.1 Driving a Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.**

- (a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle, as defined in Section 1, within this city while:
  - (1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;
  - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or
  - (3) Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.
- (b) (1) Driving a commercial motor vehicle under the influence is:
  - (A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months'

imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than \$750 nor more than \$1,000.

(B) On a second conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest

program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence.

(C) On a third conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the

beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C) the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (c) Any person 18 years of age or older convicted of a violation of this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of Section 30(a)(4) or (a)(5), as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the

fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

- (g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
  - (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
  - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.
- (l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

- (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
  - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
    - (A) This section or K.S.A. 8-2,144, and amendments thereto;
    - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
    - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
    - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
    - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
  - (3) **Conviction** includes:
    - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);
    - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);
  - (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
  - (5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.
- (n) For the purposes of determining whether an offense is comparable, the following shall be considered:
- (1) The name of the out-of-jurisdiction offense;
  - (2) The elements of the out-of-jurisdiction offense;

- (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
- (o) For the purpose of this section:
  - (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and
  - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-2,144)

**Section 7.** Section 11-607 of the Prairie Village Municipal Code is reserved for future use.

**Section 8.** Section 11-608 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-608. USE OF WIRELESS COMMUNICATION DEVICES**

Article 14, Section 126.2 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by deleting and replacing subsection (a) thereof with the following:

- “(a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to either write, send or read a written communication, and/or watch, record, video chat, or send a video and/or pictures.”

**Section 9.** Section 11-609 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-609. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:**

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, edition of 2024, is hereby amended by adding a new Sec. 193(1) to Article 19, immediately after Sec. 193, to read as follows:

**“Sec. 193(1) Driver’s License Notice of Change of Address or Name.**

Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

**Section 10.** Section 11-716 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-716. CHEMICAL TEST.**

Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcohol and/or drug content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor, drugs, or both in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence of intoxicating liquor, drugs, or both. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the Kansas Department of Revenue a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor, drugs, or both.

**Section 11.** The amendments enacted by Ordinance No. 2507 remain in full force and affect, and will continue to amend the referenced subsections as they now appear in the 52nd Edition of the "Standard Traffic Ordinance for Kansas Cities."

**Section 12.** Any previous ordinances or provisions in conflict herewith are hereby repealed.

**Section 13.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Alex J. Aggen, City Attorney

ORDINANCE NO. ~~2502~~2511

AN ORDINANCE ADOPTING THE STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, ~~52<sup>nd</sup>~~54<sup>th</sup> EDITION (202~~5~~4), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AMENDING ARTICLE 6 (STANDARD TRAFFIC ORDINANCE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), AND AMENDING SEC. 11-716 OF ARTICLE 7 (LOCAL TRAFFIC REGULATIONS) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC), OF THE PRAIRIE VILLAGE MUNICIPAL CODE.

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

**Section 1.** Section 11-601 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN.**

- A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities", ~~52<sup>nd</sup>~~54<sup>th</sup> Edition (202~~5~~4), prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.
- B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":
- (d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

**Section 2.** Section 11-602 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

- (a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118, as amended.
- (b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

**Section 3.** Section 11-603 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-603. PENALTY FOR SCHEDULED FINES.**

- (a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.
- (b) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-6710).

**Section 4.** Section 11-604 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES**

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by deleting and replacing subsection (c) with the following:

- “(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency

or public works vehicles, in the course of such person's emergency or public safety duties:

- (1) Publicly owned fire department vehicles;
- (2) Publicly owned police vehicles;
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations."

**Section 5.** Section 11-605 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-605. DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS.**

Article 6, Section 30 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended to read as follows:

**Sec. 30. Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties.**

- (a) Driving under the influence is operating or attempting to operate any vehicle within this city while:
  - (1) The alcohol concentration in the person's blood or breath as shown by any competent evidence, including other competent evidence, as defined in Section 1 of this ordinance, is .08 or more;
  - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of operating or attempting to operate a vehicle, is .08 or more;
  - (3) Under the influence of alcohol to a degree that renders the person incapable of safely driving a vehicle;
  - (4) Under the influence of any drug or combination of drugs to a degree that renders the person incapable of safely driving a vehicle; or
  - (5) Under the influence of a combination of alcohol and any drug or drugs to a degree that renders the person incapable of safely driving a vehicle.
- (b) (1) Driving under the influence is:
  - (A) An ordinance violation. On a first conviction of a violation of this section, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months' imprisonment, or in the court's discretion 100 hours of public service, and fined not less than \$750 nor more than \$1,000.
  - (B) On a second conviction of a violation of this section the person convicted shall be sentenced to not less

than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

- (i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, in such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and
- (ii)
  - (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and
  - (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (C) On a third conviction of a violation of this section, a person shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:
- (i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and
  - (ii)
    - (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 30 days of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program for the first 240 hours of confinement and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and
    - (b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within

the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C), the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.”
- (c) Any person 18 years of age or older convicted of violating this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment must be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of subsection (a)(4) or (a)(5), the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f)
  - (1) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the fine required to be paid by the person, the remaining balance of the fine shall become due on that date.
  - (2) The court may, in its discretion, waive any portion of a fine imposed pursuant to this section, except the \$250 required to be remitted to the state treasurer pursuant to K.S.A 12-4120(a) upon a showing that the person successfully completed court-ordered education or treatment.

- (g) The court shall electronically report every conviction of a violation of this section and every diversion agreement entered into in lieu of further criminal proceedings on a complaint alleging a violation of this section to the division including any finding regarding the alcohol concentration in the offender's blood or breath. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.
- (h) For the purpose of determining whether a conviction is a first, second, or third conviction in sentencing under this section:
  - (1) Convictions for a violation of this section, K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county which prohibits the acts that this section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
  - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
    - (A) Driving a commercial motor vehicle under the influence, K.S.A. 8-2,144, and amendments thereto, or section 30.1 of this ordinance;
    - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
    - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
    - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
    - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
  - (3) Conviction includes:
    - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging an offense described in subsection (h)(2); and
    - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any

- law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (h)(1) or (h)(2);
- (4) Multiple convictions of any crime described in subsection (h)(1) or (h)(2) arising from the same arrest shall only be counted as one conviction;
  - (5) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
  - (6) A person may enter into a diversion agreement in lieu of further criminal proceedings for a violation of this section, and amendments thereto, only once during the person's lifetime."
- (i) For the purposes of determining whether an offense is comparable, the following shall be considered:
    - (1) The name of the out-of-jurisdiction offense;
    - (2) The elements of the out-of-jurisdiction offense;
    - (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
  - (j) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
  - (k) Upon conviction of a person of a violation of this section, the court may order the convicted person to pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
  - (l) Upon the filing of a complaint, citation, or notice to appear alleging a person has violated the acts prohibited by this section, and prior to conviction thereof, a city attorney shall request and shall receive from the:
    - (1) Division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and
    - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
  - (m) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section to avoid the mandatory penalties established by this section. For the purpose of this subsection, entering into a diversion agreement pursuant to K.S.A. 12-4413 *et seq.*, or K.S.A 22-2906 *et seq.*, and amendments thereto, shall not constitute plea bargaining. This subsection shall not be construed to prohibit an amendment or

dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt of such charge.

- (n) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or more of such alternatives prior to submission of the case to the fact finder.
- (o) As used in this section:
  - (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city.
  - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-1567)

**Section 6.** Section 11-606 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-606 DRIVING COMMERCIAL MOTOR VEHICLE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS**

A new Section 30.1.1 is hereby added to Article 6 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, as follows:

**Sec. 30.1.1 Driving a Commercial Motor Vehicle Under the Influence of Intoxicating Liquor or Drugs; Penalties.**

- (a) Driving a commercial motor vehicle under the influence is operating or attempting to operate any commercial motor vehicle, as defined in Section 1, within this city while:
  - (1) The alcohol concentration in the person's blood or breath, as shown by any competent evidence, including other competent evidence, is .04 or more;
  - (2) The alcohol concentration in the person's blood or breath, as measured within three hours of the time of driving a commercial motor vehicle, is .04 or more; or
  - (3) Committing a violation of subsection (a) of Section 30 of this ordinance, or the ordinance of a city or resolution of a county which prohibits any of the acts prohibited thereunder or is otherwise comparable.
- (b) (1) Driving a commercial motor vehicle under the influence is:
  - (A) An ordinance violation. On a first conviction, the person convicted shall be sentenced to not less than 48 consecutive hours nor more than six months'

imprisonment, or in the court's discretion, 100 hours of public service, and fined not less than \$750 nor more than \$1,000.

(B) On a second conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,250 nor more than \$1,750. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 120 hours of confinement. The hours of confinement shall include at least 48 hours of imprisonment and otherwise may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the beginning of the person's next work day. When under a house arrest

program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence.

(C) On a third conviction, the person convicted shall be sentenced to not less than 90 days nor more than one year's imprisonment and fined not less than \$1,750.00 nor more than \$2,500.00. The following conditions shall apply to such sentence:

(i) As a condition of any probation granted under this subsection, the person shall serve at least 30 days of confinement. After at least 48 consecutive hours of imprisonment, the remainder of the period of confinement may be served by a combination of: Imprisonment; a work release program, if such work release program requires such person to return to the confinement at the end of each day in the work release program; or a house arrest program pursuant to K.S.A. 2021 Supp. 21-6609, and amendments thereto; and

(ii) (a) if the person is placed into a work release program or placed under a house arrest program for any portion of the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum sentence is met. If the person is placed into a work release program or placed under a house arrest program for more than the minimum of 120 hours of confinement mandated by this subsection, the person shall receive hour-for-hour credit for time served in such program until the minimum of 120 hours of confinement is completed, and thereafter, the person shall receive day-for-day credit for time served in such program unless otherwise ordered by the court; and

(b) when in a work release program, the person shall only be given credit for the time served in confinement at the end of and continuing to the

beginning of the person's next work day. When under a house arrest program, the person shall be monitored by an electronic monitoring device that verifies the person's location and shall only be given credit for the time served within the boundaries of the person's residence;

- (2) In addition, prior to sentencing for any conviction pursuant to subsection (b)(1)(A), (b)(1)(B), or (b)(1)(C) the court shall order the person to participate in an alcohol and drug evaluation conducted by a provider in accordance with K.S.A. 8-1008, and amendments thereto. The person shall be required to follow any recommendation made by the provider after such evaluation, unless otherwise ordered by the court.
- (c) Any person 18 years of age or older convicted of a violation of this section who had one or more children under the age of 18 years in the vehicle at the time of the offense shall have such person's punishment enhanced by one month of imprisonment. This imprisonment shall be served consecutively to any other minimum mandatory penalty imposed for a violation of this section. Any enhanced penalty imposed shall not exceed the maximum sentence allowable by law. During the service of the enhanced penalty, the judge may order the person on house arrest, work release or other conditional release.
- (d) If a person is charged with a violation of Section 30(a)(4) or (a)(5), as incorporated in this section, the fact that the person is or has been entitled to use the drug under the laws of this state shall not constitute a defense against the charge.
- (e) The court may establish the terms and time for payment of any fines, fees, assessments and costs imposed pursuant to this section. Any assessment and costs shall be required to be paid not later than 90 days after imposed, and any remainder of the fine shall be paid prior to the final release of the defendant by the court.
- (f) In lieu of payment of a fine imposed pursuant to this section, the court may order that the person perform community service specified by the court. The person shall receive a credit on the fine imposed in an amount equal to \$5 for each full hour spent by the person in the specified community service. The community service ordered by the court shall be required to be performed not later than one year after the fine is imposed or by an earlier date specified by the court. If by the required date the person performs an insufficient amount of community service to reduce to zero the portion of the

fine required to be paid by the person, the remaining balance of the fine shall become due on that date.

- (g) The court shall electronically report every conviction of a violation of this section to the division. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the:
  - (1) Division a record of all prior convictions obtained against such person for any violation of any of the motor vehicle laws of this state; and
  - (2) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (h) Upon conviction of a person of a violation of this section, the division, upon receiving a report of conviction, shall: (1) Disqualify the person from driving a commercial motor vehicle under K.S.A. 8-2,142, and amendments thereto; and (2) suspend, restrict or suspend and restrict the person's driving privileges as provided by K.S.A. 8-1014, and amendments thereto.
- (i) The court is authorized to order that the convicted person pay restitution to any victim who suffered loss due to the violation for which the person was convicted.
- (j) Upon the filing of a complaint, citation or notice to appear alleging a violation of this section, and prior to conviction thereof, a city attorney shall request and shall receive from the: (A) Division of vehicles a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state; and (B) Kansas bureau of investigation central repository all criminal history record information concerning such person.
- (k) No plea bargaining agreement shall be entered into nor shall any judge approve a plea bargaining agreement entered into for the purpose of permitting a person charged with a violation of this section which prohibits the acts prohibited by this section, to avoid the mandatory penalties established by this section. This subsection shall not be construed to prohibit an amendment or dismissal of any charge where the admissible evidence is not sufficient to support a conviction beyond a reasonable doubt on such charge.
- (l) The alternatives set out in subsection (a) may be pleaded in the alternative, and the city may, but shall not be required to, elect one or two of the three prior to submission of the case to the fact finder.
- (m) For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section:

- (1) Convictions for a violation of K.S.A. 8-1567, and amendments thereto, or a violation of an ordinance of any city or resolution of any county that prohibits the acts that such section prohibits, or entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging any such violations, shall be taken into account, but only convictions or diversions occurring on or after July 1, 2001. Nothing in this provision shall be construed as preventing any court from considering any convictions or diversions occurring during the person's lifetime in determining the sentence to be imposed within the limits provided for a first, second, third, fourth or subsequent offense;
  - (2) Any convictions for a violation of the following sections occurring during a person's lifetime shall be taken into account:
    - (A) This section or K.S.A. 8-2,144, and amendments thereto;
    - (B) Operating a vessel under the influence of alcohol or drugs, K.S.A. 32-1131, and amendments thereto;
    - (C) Involuntary manslaughter while driving under the influence of alcohol or drugs, K.S.A. 21-3442, prior to its repeal, or K.S.A. 21-5405(a)(3) or (a)(5), and amendments thereto;
    - (D) Aggravated battery as described in K.S.A. 21-5413(b)(3) or (b)(4), and amendments thereto; and
    - (E) Aggravated vehicular homicide, K.S.A. 21-3405a, prior to its repeal, or vehicular battery, K.S.A. 21-3405b, prior to its repeal, if the crime was committed while committing a violation of K.S.A. 8-1567, and amendments thereto;
  - (3) **Conviction** includes:
    - (A) Entering into a diversion agreement in lieu of further criminal proceedings on a complaint alleging a violation of a crime described in subsection (m)(2);
    - (B) Conviction of a violation of an ordinance of a city in this state, a resolution of a county in this state or any law of another jurisdiction that would constitute an offense that is comparable to the offense described in subsection (m)(1) or (m)(2);
  - (4) It is irrelevant whether an offense occurred before or after conviction for a previous offense; and
  - (5) Multiple convictions of any crime described in subsection (m)(1) or (m)(2) arising from the same arrest shall only be counted as one conviction.
- (n) For the purposes of determining whether an offense is comparable, the following shall be considered:
- (1) The name of the out-of-jurisdiction offense;
  - (2) The elements of the out-of-jurisdiction offense;

- (3) Whether the out-of-jurisdiction offense prohibits similar conduct prohibited by the closest approximate Kansas offense.
- (o) For the purpose of this section:
  - (1) **Imprisonment** shall include any restrained environment in which the court and law enforcement agency intend to retain custody and control of a defendant and such environment has been approved by the board of county commissioners or the governing body of a city; and
  - (2) **Drug** includes toxic vapors as such term is defined in K.S.A. 21-5712, and amendments thereto. (K.S.A. 8-2,144)

**Section 7.** Section 11-607 of the Prairie Village Municipal Code is reserved for future use.

**Section 8.** Section 11-608 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-608. USE OF WIRELESS COMMUNICATION DEVICES**

Article 14, Section 126.2 of the Standard Traffic Ordinance for Kansas Cities, as adopted by the City, is hereby amended by deleting and replacing subsection (a) thereof with the following:

- “(a) Except as provided in subsections (b) and (c), no person shall operate a motor vehicle on a public road or highway while using a wireless communications device to either write, send or read a written communication, and/or watch, record, video chat, or send a video and/or pictures.”

**Section 9.** Section 11-609 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-609. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:**

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, edition of 2024, is hereby amended by adding a new Sec. 193(1) to Article 19, immediately after Sec. 193, to read as follows:

**“Sec. 193(1) Driver’s License Notice of Change of Address or Name.**

Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

**Section 10.** Section 11-716 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-716. CHEMICAL TEST.**

Any person who operates a motor vehicle upon a public highway in this state shall be deemed to have given his or her consent to submit to a chemical test of his or her breath, blood, urine or saliva for the purpose of determining the alcohol and/or drug content of his or her blood whenever he or she is arrested or otherwise taken into custody for any offense involving operating a motor vehicle under the influence of intoxicating liquor, drugs, or both in violation of a state statute or a city ordinance and the arresting officer has reasonable grounds to believe that prior to his or her arrest the person was driving under the influence of intoxicating liquor, drugs, or both. The test shall be administered at the direction of the arresting officer. If the person so arrested refuses a request to submit to the test, it shall not be given and the arresting officer shall mail to the vehicle department of the Kansas Department of Revenue a sworn report of the refusal, stating that prior to the arrest he or she had reasonable grounds to believe that the person was driving under the influence of intoxicating liquor, drugs, or both.

[Section 11. The amendments enacted by Ordinance No. 2507 remain in full force and affect, and will continue to amend the referenced subsections as they now appear in the 52nd Edition of the "Standard Traffic Ordinance for Kansas Cities."](#)

**Section 142.** Any previous ordinances or provisions in conflict herewith are hereby repealed.

**Section 123.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 20242025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Alex J. Aggen, City Attorney

**ORDINANCE NO. 2512**

**AN ORDINANCE ADOPTING THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, 41ST EDITION (2025), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AND AMENDING ARTICLE 1 (UNIFORM OFFENSE CODE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC) OF THE PRAIRIE VILLAGE MUNICIPAL CODE.**

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

**Section 1.** Section 11-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.**

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," 41st Edition (2025), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified, or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open for inspection and available to the public at all reasonable hours.

**Section 2.** Section 11-102 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-102. ARTICLE 1 OF THE UNIFORM PUBLIC OFFENSE CODE.**

The definition of the term "smoking" as set forth in Sec. 1.1 (Definitions) of the Uniform Public Offense Code, as adopted by the City, under subsection (o) of the definitions listed under "Smoking; Definitions" is deleted in its entirety and amended to read as follows:

- (o) **Smoking** or **to smoke** or words of similar connotation means possession of a lighted cigarette, cigar, pipe, or burning tobacco in any other form or device designed for the use of tobacco, and also the use of any electronic cigarette.

**Section 3.** Section 11-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-103. ARTICLE 2 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 4.** Section 11-104 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-104. ARTICLE 3 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 5.** Section 11-105 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-105. ARTICLE 4 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 6.** Section 11-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-106. ARTICLE 5 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 7.** Section 11-107 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-107. ARTICLE 6 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 6 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

**Section 6.28-6.29** [Reserved.]

**Section 6.30 Unlawful Posting of Pictures and Advertisements**

- (a) Unlawful posting of pictures and advertisements is:
  - (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power, or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
  - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
  - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
  - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills,

dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

### **Section 6.31 Opening, Damaging or Removing Coin-Operated Machines**

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

### **Section 6.32 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines**

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

**Section 8.** Section 11-108 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

#### **11-108. ARTICLE 7 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 9.** Section 11-109 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

#### **11-109. ARTICLE 8 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 10.** A new Section 11-110 is hereby added to the Prairie Village Municipal Code, as follows:

#### **11-110. ARTICLE 9 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 9 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

**Sec. 9.14 Loitering**

- (a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:
  - (1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
  - (2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.
- (b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

**Sec. 9.15 Unsolicited Publications — Penalty**

- (a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.
- (b) *Exceptions.* The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.
- (c) *Penalties.* Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100.00 for each such violation.

**Sec. 9.16 Residential Picketing**

It is unlawful for any person to engage in picketing that proceeds on a definite course or route in front of a residence or dwelling of any individual in the city, and that is directed at picketing such residence or dwelling. Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500.00 or by both such fine and imprisonment, provided

that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

**Section 11.** A new Section 11-111 is hereby added to the Prairie Village Municipal Code, as follows:

**11-111. ARTICLE 10 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 10 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provision:

**Sec. 10.3.2. Possession of a Firearm While Under the Influence**

- (a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.
- (b) Possession of a firearm under the influence is a class A nonperson misdemeanor.
- (c) This section shall not apply to:
  - (1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or
  - (2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.
- (d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.
- (e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:
  - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;
  - (B) A registered nurse or a licensed practical nurse;
  - (C) Any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-

intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

- (D) A phlebotomist.
- (2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).
- (3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.
- (4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.
- (5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.
- (6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).
- (7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:
  - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person

acting under the direction of any such licensed person;

- (B) A registered nurse or a licensed practical nurse; or
- (C) A law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

- (8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.
- (f)
    - (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.
    - (2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.
    - (3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$1,000.00 for each violation.
  - (g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.
  - (h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

- (1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.
  - (2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.
  - (3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.
- (i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.
  - (j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (K.S.A. 21-6332)

Article 10 of the Uniform Public Offense Code, edition of 2025, is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

**Sec. 10.5 UNLAWFUL DISCHARGE OF FIREARMS.**

- (a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.
- (b) This section shall not be construed to apply:
  - (1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
  - (2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
  - (3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or
  - (4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

Article 10 of the Uniform Public Offense Code, edition of 2025, is hereby supplemented to add the following provisions:

**Sec. 10.31-10.33 [Reserved.]**

**Sec. 10.34 Intoxicating Liquor and Cereal Malt Beverage — Consumption and Possession of Open Containers Prohibited at Certain Places**

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads, or highways, or upon property owned by the City.

- (a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:
- (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
  - (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

**Sec. 10.35 Drunkenness**

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

**Sec. 10.36 Impersonating an Officer**

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

**Sec. 10.37 Vehicles in City Parks**

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

**Sec. 10.38 Public Urination or Defecation**

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

**Sec. 10.39 Public Nudity**

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area, or buttocks with less than a full opaque covering or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

**Section 12.** A new Section 11-112 is hereby added to the Prairie Village Municipal Code, as follows:

**11-112. ARTICLE 11 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 11 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

**Sec. 11.17-11.19** [Reserved.]

**Sec. 11.20 Window Peeping**

Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

**Section 13.** A new Section 11-113 is hereby added to the Prairie Village Municipal Code, as follows:

**11-113. ARTICLE 12 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 14.** A new Section 11-114 is hereby added to the Prairie Village Municipal Code, as follows:

**11-114. ARTICLE 13 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 15.** Any previous ordinances or provisions of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

**Section 16.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Eric Mikkelsen, Mayor

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Alex J. Aggen, City Attorney

ORDINANCE NO. ~~2503~~ 2512

AN ORDINANCE ADOPTING THE UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, ~~40TH~~ 41ST EDITION (20245), AMENDING CERTAIN PROVISIONS THEREIN AND ADDING CERTAIN PROVISIONS THERETO, AND AMENDING ARTICLE 1 (UNIFORM OFFENSE CODE) OF CHAPTER XI (PUBLIC OFFENSES AND TRAFFIC) OF THE PRAIRIE VILLAGE MUNICIPAL CODE.

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

**Section 1.** Section 11-101 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.**

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," ~~40th~~ 41st Edition (20245), prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified, or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open ~~to~~ for inspection and available to the public at all reasonable hours.

**Section 2.** Section 11-102 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-102. ARTICLE 1 OF THE UNIFORM PUBLIC OFFENSE CODE.**

The definition of the term "smoking" as set forth in Sec. 1.1 (Definitions) of the Uniform Public Offense Code, as adopted by the City, under subsection (o) of the definitions listed under "Smoking; Definitions" is deleted in its entirety and amended to read as follows:

- (o) **Smoking** or **to smoke** or words of similar connotation means possession of a lighted cigarette, cigar, pipe, or burning tobacco in any other form or device designed for the use of tobacco, and also the use of any electronic cigarette.

**Section 3.** Section 11-103 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-103. ARTICLE 2 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 4.** Section 11-104 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-104. ARTICLE 3 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 5.** Section 11-105 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-105. ARTICLE 4 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 6.** Section 11-106 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-106. ARTICLE 5 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 7.** Section 11-107 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

**11-107. ARTICLE 6 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 6 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

**Section 6.28-6.29** [Reserved.]

**Section 6.30 Unlawful Posting of Pictures and Advertisements**

- (a) Unlawful posting of pictures and advertisements is:
  - (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power, or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
  - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
  - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
  - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills,

dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

### **Section 6.31 Opening, Damaging or Removing Coin-Operated Machines**

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

### **Section 6.32 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines**

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

**Section 8.** Section 11-108 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

#### **11-108. ARTICLE 7 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 9.** Section 11-109 of the Prairie Village Municipal Code is hereby deleted in its entirety and amended to read as follows:

#### **11-109. ARTICLE 8 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 10.** A new Section 11-110 is hereby added to the Prairie Village Municipal Code, as follows:

#### **11-110. ARTICLE 9 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 9 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provisions:

**Sec. 9.14 Loitering**

- (a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:
  - (1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;
  - (2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.
- (b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

**Sec. 9.15 Unsolicited Publications — Penalty**

- (a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.
- (b) *Exceptions.* The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.
- (c) *Penalties.* Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100.00 for each such violation.

**Sec. 9.16 Residential Picketing**

It is unlawful for any person to engage in picketing that proceeds on a definite course or route in front of a residence or dwelling of any individual in the city, and that is directed at picketing such residence or dwelling. Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500.00 or by both such fine and imprisonment, provided

that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

**Section 11.** A new Section 11-111 is hereby added to the Prairie Village Municipal Code, as follows:

**11-111. ARTICLE 10 OF THE UNIFORM PUBLIC OFFENSE CODE.**

Article 10 of the Uniform Public Offense Code, as adopted by the City, is hereby supplemented to add the following provision:

**Sec. 10.3.2. Possession of a Firearm While Under the Influence**

- (a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.
- (b) Possession of a firearm under the influence is a class A nonperson misdemeanor.
- (c) This section shall not apply to:
  - (1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or
  - (2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.
- (d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.
- (e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:
  - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;
  - (B) A registered nurse or a licensed practical nurse;
  - (C) Any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-

intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

- (D) A phlebotomist.
- (2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).
- (3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.
- (4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.
- (5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.
- (6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).
- (7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:
  - (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person

acting under the direction of any such licensed person;

- (B) A registered nurse or a licensed practical nurse; or
- (C) A law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

- (8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.
- (f)
    - (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.
    - (2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.
    - (3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$1,000.00 for each violation.
  - (g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.
  - (h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

- (1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.
  - (2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.
  - (3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.
- (i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.
  - (j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (K.S.A. 21-6332)

Article 10 of the Uniform Public Offense Code, edition of 2024<sup>5</sup>, is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

**Sec. 10.5 UNLAWFUL DISCHARGE OF FIREARMS.**

- (a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.
- (b) This section shall not be construed to apply:
  - (1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;
  - (2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;
  - (3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or
  - (4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

Article 10 of the Uniform Public Offense Code, edition of 2024<sup>5</sup>, is hereby supplemented to add the following provisions:

**Sec. 10.31-10.33 [Reserved.]**

**Sec. 10.34 Intoxicating Liquor and Cereal Malt Beverage — Consumption and Possession of Open Containers Prohibited at Certain Places**

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads, or highways, or upon property owned by the City.

- (a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:
- (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
  - (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

**Sec. 10.35 Drunkenness**

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

**Sec. 10.36 Impersonating an Officer**

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

**Sec. 10.37 Vehicles in City Parks**

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

**Sec. 10.38 Public Urination or Defecation**

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

**Sec. 10.39 Public Nudity**

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area, or buttocks with less than a full opaque covering or the depiction of covered male genitals in a discernible state of sexual arousal.

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Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

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[Reserved.]

**Section 14.** A new Section 11-114 is hereby added to the Prairie Village Municipal Code, as follows:

**11-114. ARTICLE 13 OF THE UNIFORM PUBLIC OFFENSE CODE.**

[Reserved.]

**Section 15.** Any previous ordinances or provisions of the Prairie Village Municipal Code, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

**Section 16.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

**PASSED** by the City Council of the City of Prairie Village, Kansas on \_\_\_\_\_, 2024<sup>5</sup>.

**APPROVED:**

---

Eric Mikkelson, Mayor

**ATTEST:**

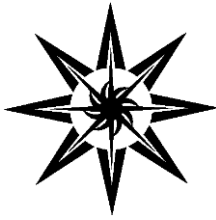
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Adam Geffert, City Clerk

**APPROVED AS TO LEGAL FORM:**

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Alex J. Aggen, City Attorney



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: November 17, 2025

COU2025-50

### CONSIDER TRAFFIC CALMING ON TOMAHAWK ROAD FROM ROE AVENUE TO 71<sup>st</sup> STREET

#### RECOMMENDATION

Staff recommends City Council approve the installation of traffic calming measures on Tomahawk Road from Roe Ave to 71<sup>st</sup> Street.

#### BACKGROUND

Residents along Tomahawk Road desire to have traffic calming measures installed. Attached is the traffic calming report justifying the installation of the measures. A resident meeting was held and then the final petition reached the 60% threshold to install the measures. Residents have requested the lanes be narrowed to 10 feet via pavement markings as well as adding two speed display signs as shown on the attached traffic calming layout. A letter was sent to all the residents along Tomahawk between Roe and 71<sup>st</sup> notifying them of the proposed traffic measures and stated that City Council would consider this at this meeting.

The approximate cost of these traffic calming measures is \$10,000.

#### FUNDING SOURCE

Funding is available under Traffic Calming and the Pavement Marking budgets.

#### ATTACHMENTS

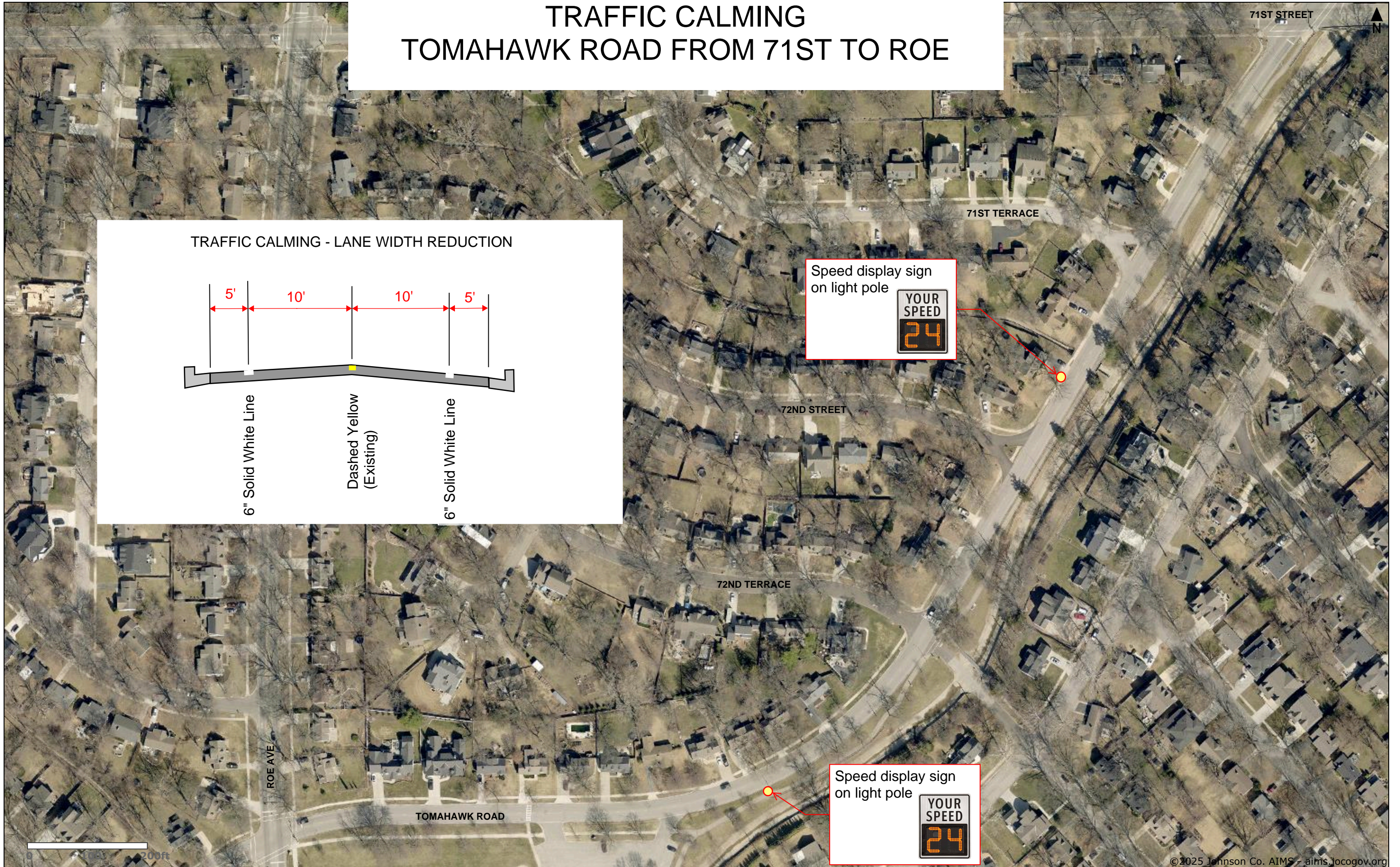
1. Traffic Calming Layout
2. Traffic Calming Study

#### PREPARED BY

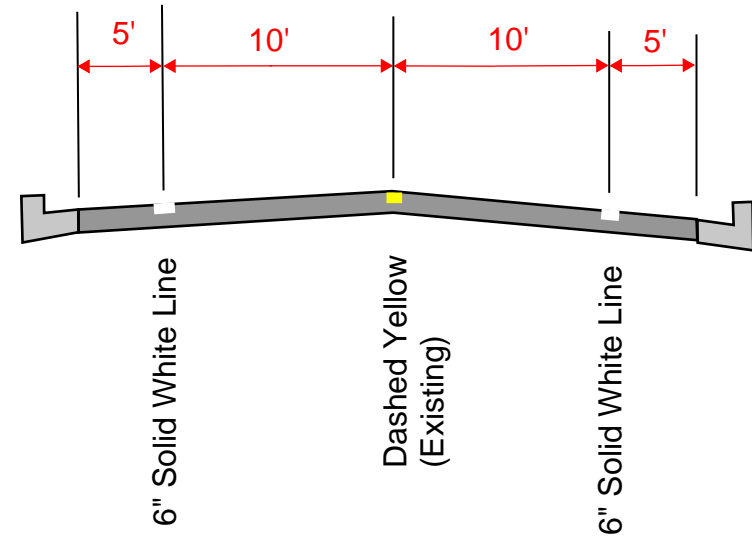
Keith Bredehoeft, Director of Public Works

November 12, 2025

# TRAFFIC CALMING TOMAHAWK ROAD FROM 71ST TO ROE



TRAFFIC CALMING - LANE WIDTH REDUCTION



Speed display sign  
on light pole

A speed display sign on a light pole showing 'YOUR SPEED' and the number '24' in orange digits.

Speed display sign  
on light pole

A speed display sign on a light pole showing 'YOUR SPEED' and the number '24' in orange digits.

## MEMORANDUM

To: Keith Bredehoeft, PE  
City of Prairie Village  
3535 Somerset Drive  
Prairie Village, KS 66208

From: Jeff Wilke, PE, PTOE  
Kimley-Horn and Associates, Inc.

Date: January 28, 2024

Subject: Tomahawk Road Traffic Calming Eligibility Assessment  
Prairie Village, Kansas

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## INTRODUCTION

Kimley-Horn has prepared the following memorandum to evaluate traffic calming eligibility for the segment of Tomahawk Road between Roe Avenue and 71<sup>st</sup> Street in Prairie Village, Kansas. The assessment was prepared in accordance with the criteria listed in the Prairie Village Traffic Calming Program. The street was evaluated using average daily traffic volumes, the 85<sup>th</sup> percentile speed of vehicles, and the adjacent residential zoning. A complex street segment must receive a minimum score of 60 points to be eligible for a Complex Street Traffic Calming Project.

## DATA COLLECTION

The following provides a summary of characteristics of Tomahawk Road within the study area:

- The study segment of Tomahawk Road follows somewhat of a diagonal alignment. For the purposes of this study, Tomahawk Road is described as a north-south street.
- Tomahawk Road is a two-lane street with curbs and gutters and is designated as a collector type street. The street is generally 34 feet wide, measured between the backs of curbs.
- There is a continuous sidewalk along the west side of the street and a shared-use path along the east side of the street. The distance from the back of curb to the sidewalk and shared-use path varies throughout the study segment.
- The posted speed limit on Tomahawk Road between Roe Avenue and 71<sup>st</sup> Street is 30 miles per hour (mph).
- The vertical alignment of the roadway is fairly level, without any significant grade changes or vertical curves.
- There is a horizontal curve north and east of Porter Park with a large radius. The section of Tomahawk Road between 72<sup>nd</sup> Terrace and 71<sup>st</sup> Street is generally straight.
- The study segment of Tomahawk Road is primarily located in a residential area. Single-family homes are set back approximately 50 feet from the street along the north and west sides of the street. A majority of the adjacent homes have at least one driveway onto Tomahawk Road. There is a concrete-lined drainage channel located along the east side of Tomahawk Road through the study network.

- At the south end of the study segment, Porter Park includes a playground, two baseball diamonds, two soccer fields, and walking path. The park includes a 44-space parking lot that is accessed from two driveways along Tomahawk Road.
- Tomahawk Road is signalized at both ends of study segment at the intersections with Roe Avenue and 71<sup>st</sup> Street.
- There are several local streets that extend west from Tomahawk Road. These local streets are typically stop-controlled where they intersect Tomahawk Road while Tomahawk Road is allowed uninterrupted flow. Due to the drainage channel, only one local street, 74<sup>th</sup> Street, extends east of Tomahawk Road, and it is also stop-controlled.
- Tomahawk Road is designated as an emergency response route by the Prairie Village Police Department.

**AVERAGE DAILY TRAFFIC VOLUMES**

Traffic counts were collected at two locations along Tomahawk Road from Tuesday, November 12, 2024, to Thursday, November 14, 2024. The average daily traffic volumes collected at the count locations are shown in **Table 1**. The count data is included in the Appendix of this study.

**Table 1: Average Daily Traffic Volume**

Location	Average Daily Traffic Volume
Tomahawk Road, between Porter Park driveways	3,051
Tomahawk Road, between 71 <sup>st</sup> Terrace & 72 <sup>nd</sup> Street	3,427

The average daily traffic volume along Village Drive is within the “3,001-5,000 vehicles per day (vpd)” range, which corresponds to a score of 30 points according to the Traffic Calming Program criteria.

**VEHICLE SPEEDS**

Spot speed studies were conducted using the vehicle speed-measuring feature of the traffic counters. One of the more important statistics obtained from a spot speed study is the 85th percentile speed. This statistic represents the speed at which 85 percent of the observed vehicles are traveling at or below, and it is generally regarded as the speed considered reasonable and appropriate by most drivers. The results of the spot speed studies are shown below in **Table 2**. Relative frequency distributions for the data at the two locations have also been prepared and are included in the Appendix of this study.

**Table 2: Vehicle Speed Data**

Location	85 <sup>th</sup> Percentile Speed (mph)	Average Speed (mph)	Median Speed (mph)	Pace (mph)
Tomahawk Road, between Porter Park Driveways	34.8	30.0	30.4	26 - 35
Tomahawk Road, between 71 <sup>st</sup> Terrace & 72 <sup>nd</sup> Street	37.3	33.0	33.5	29 - 38

The results in **Table 2** indicate the 85<sup>th</sup> percentile speed along Tomahawk Road near Porter Park is 34.8 mph. Between 71<sup>st</sup> Terrace and 72<sup>nd</sup> Street, the 85<sup>th</sup> percentile speed is 37.3 mph. The average 85<sup>th</sup> percentile speed of 36.1 mph for the entire study segment is within the “6-10 mph over the posted speed limit” range and results in a score of 20 points.

**ADJACENT RESIDENTIAL ZONING**

The land adjacent to study segment of Tomahawk Road is residentially zoned except for the portion of the street adjacent to the drainage channel, which is property of the City of Prairie Village. The area directly east of the drainage channel is zoned residential. For the purposes of this study, the area adjacent to Tomahawk Road where the drainage channel is located was assumed to be residential. The study segment of Tomahawk Road is within the “above 75% adjacent residential zoning” category and results in a score of 20 points.

**SUMMARY**

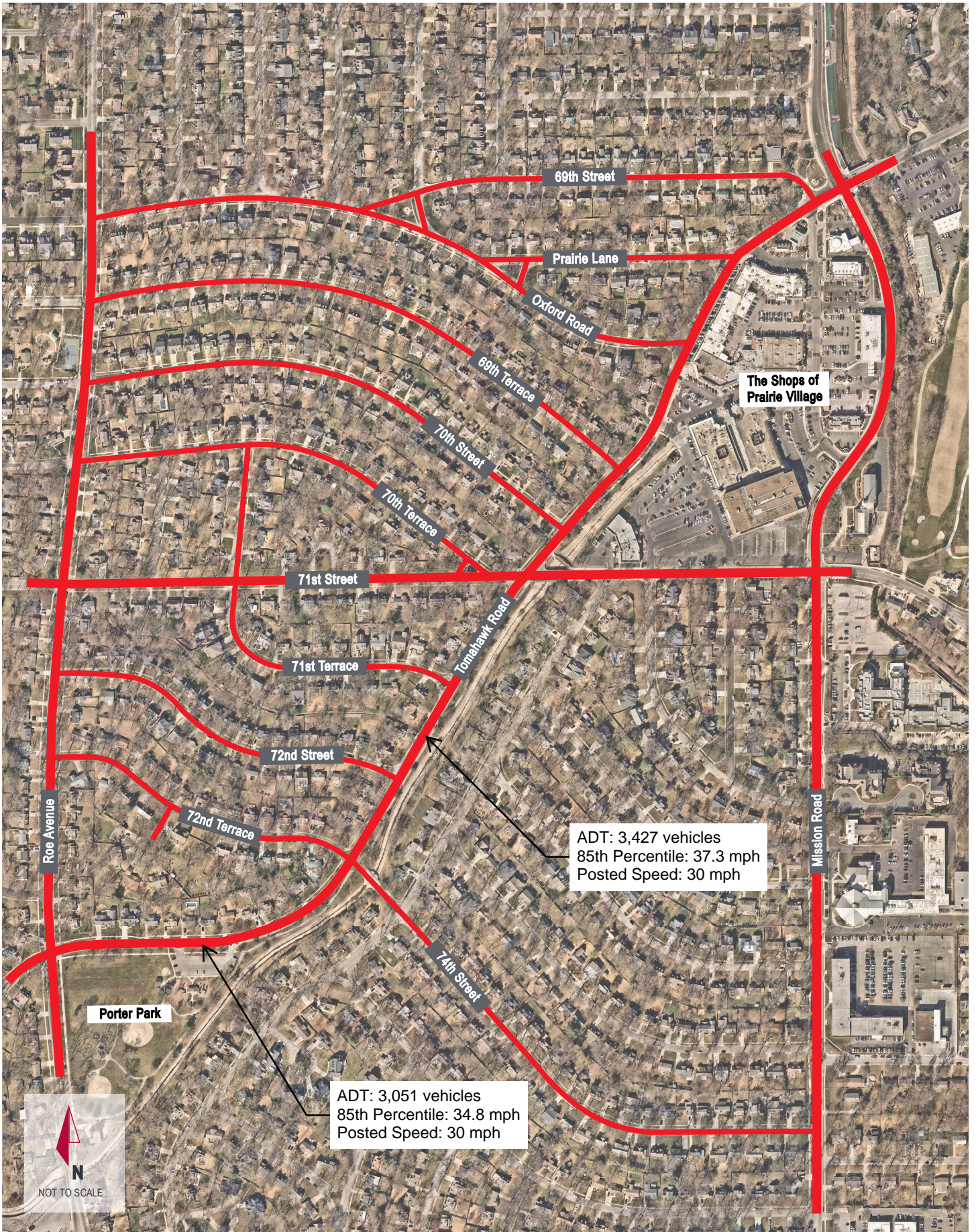
According to the criteria outlined in the Traffic Calming Program, a street must receive a minimum score of 60 points in order to be eligible for traffic calming measures. **Table 3** summarizes the points asses for each of the criteria.

**Table 3: Total Eligibility**

Eligibility Criteria	Measurement	Basis for Point Assignment	Point Assignment
Volumes	3,239	3,001-5,000 vpd	30
85 <sup>th</sup> Percentile Speed	34.8 mph	6-10 mph above limit	20
Adjacent Residential Zoning	100%	above 75%	20
Total			70

The study segment of Tomahawk Road is assessed at 70 points, indicating that the study segment is eligible for a Complex Street Traffic Calming Project. Since Tomahawk Road is an emergency response route, speed humps or bumps are not to be used according to the policies of the Traffic Calming Program.

# Appendix



# Tomahawk Road Traffic Calming Study

## Prairie Village, Kansas

Location: Tomahawk Road, between Porter Park Driveways

Date: Tuesday, November 12, 2024

Time	NB	SB	Total
12:00 AM	0	0	0
12:15 AM	0	1	1
12:30 AM	0	0	0
12:45 AM	0	0	0
1:00 AM	0	0	0
1:15 AM	0	0	0
1:30 AM	0	1	1
1:45 AM	0	0	0
2:00 AM	0	0	0
2:15 AM	0	0	0
2:30 AM	0	0	0
2:45 AM	0	0	0
3:00 AM	0	0	0
3:15 AM	0	0	0
3:30 AM	0	0	0
3:45 AM	0	0	0
4:00 AM	0	0	0
4:15 AM	0	0	0
4:30 AM	0	0	0
4:45 AM	1	1	2

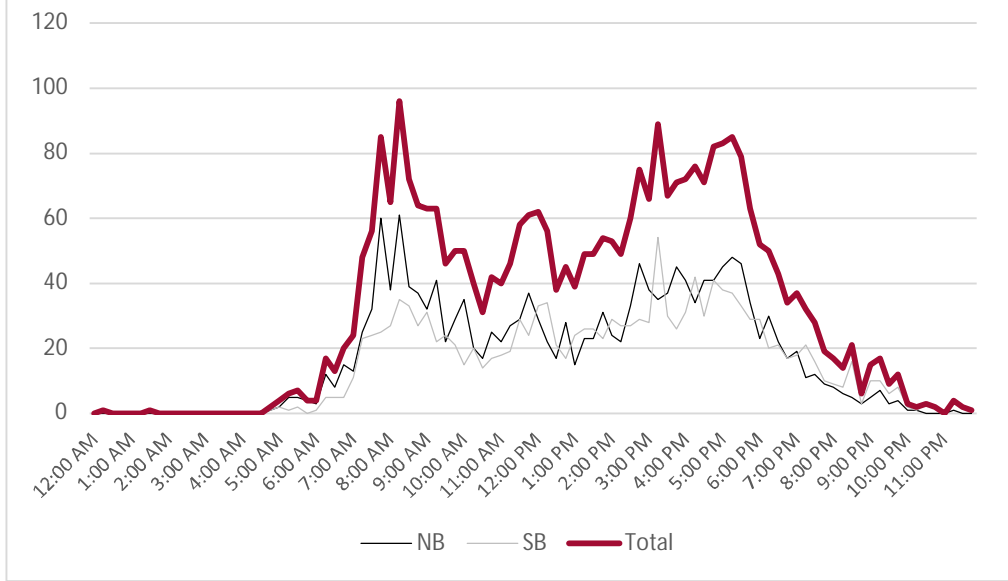
Time	NB	SB	Total
5:00 AM	2	2	4
5:15 AM	5	1	6
5:30 AM	5	2	7
5:45 AM	4	0	4
6:00 AM	3	1	4
6:15 AM	12	5	17
6:30 AM	8	5	13
6:45 AM	15	5	20
7:00 AM	13	11	24
7:15 AM	25	23	48
7:30 AM	32	24	56
7:45 AM	60	25	85
8:00 AM	38	27	65
8:15 AM	61	35	96
8:30 AM	39	33	72
8:45 AM	37	27	64
9:00 AM	32	31	63
9:15 AM	41	22	63
9:30 AM	22	24	46
9:45 AM	29	21	50

Time	NB	SB	Total
10:00 AM	35	15	50
10:15 AM	20	20	40
10:30 AM	17	14	31
10:45 AM	25	17	42
11:00 AM	22	18	40
11:15 AM	27	19	46
11:30 AM	29	29	58
11:45 AM	37	24	61
12:00 PM	29	33	62
12:15 PM	22	34	56
12:30 PM	17	21	38
12:45 PM	28	17	45
1:00 PM	15	24	39
1:15 PM	23	26	49
1:30 PM	23	26	49
1:45 PM	31	23	54
2:00 PM	24	29	53
2:15 PM	22	27	49
2:30 PM	33	27	60
2:45 PM	46	29	75

Time	NB	SB	Total
3:00 PM	38	28	66
3:15 PM	35	54	89
3:30 PM	37	30	67
3:45 PM	45	26	71
4:00 PM	41	31	72
4:15 PM	34	42	76
4:30 PM	41	30	71
4:45 PM	41	41	82
5:00 PM	45	38	83
5:15 PM	48	37	85
5:30 PM	46	33	79
5:45 PM	34	29	63
6:00 PM	23	29	52
6:15 PM	30	20	50
6:30 PM	22	21	43
6:45 PM	17	17	34
7:00 PM	19	18	37
7:15 PM	11	21	32
7:30 PM	12	16	28
7:45 PM	9	10	19

Time	NB	SB	Total
8:00 PM	8	9	17
8:15 PM	6	8	14
8:30 PM	5	16	21
8:45 PM	3	3	6
9:00 PM	5	10	15
9:15 PM	7	10	17
9:30 PM	3	6	9
9:45 PM	4	8	12
10:00 PM	1	2	3
10:15 PM	1	1	2
10:30 PM	0	3	3
10:45 PM	0	2	2
11:00 PM	0	0	0
11:15 PM	1	3	4
11:30 PM	0	2	2
11:45 PM	0	1	1

Hourly	NB	SB	Total
12:00 AM	0	1	1
1:00 AM	0	1	1
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	1	1	2
5:00 AM	16	5	21
6:00 AM	38	16	54
7:00 AM	130	83	213
8:00 AM	175	122	297
9:00 AM	124	98	222
10:00 AM	97	66	163
11:00 AM	115	90	205
12:00 PM	96	105	201
1:00 PM	92	99	191
2:00 PM	125	112	237
3:00 PM	155	138	293
4:00 PM	157	144	301
5:00 PM	173	137	310
6:00 PM	92	87	179
7:00 PM	51	65	116
8:00 PM	22	36	58
9:00 PM	19	34	53
10:00 PM	2	8	10
11:00 PM	1	6	7



**AM Peak** 318      **Mid-day Peak** 237      **PM Peak** 329  
 7:45 AM              11:30 AM              4:45 PM

1,681 Northbound  
 1,454 Southbound  


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**3,135 Total of Both Directions**



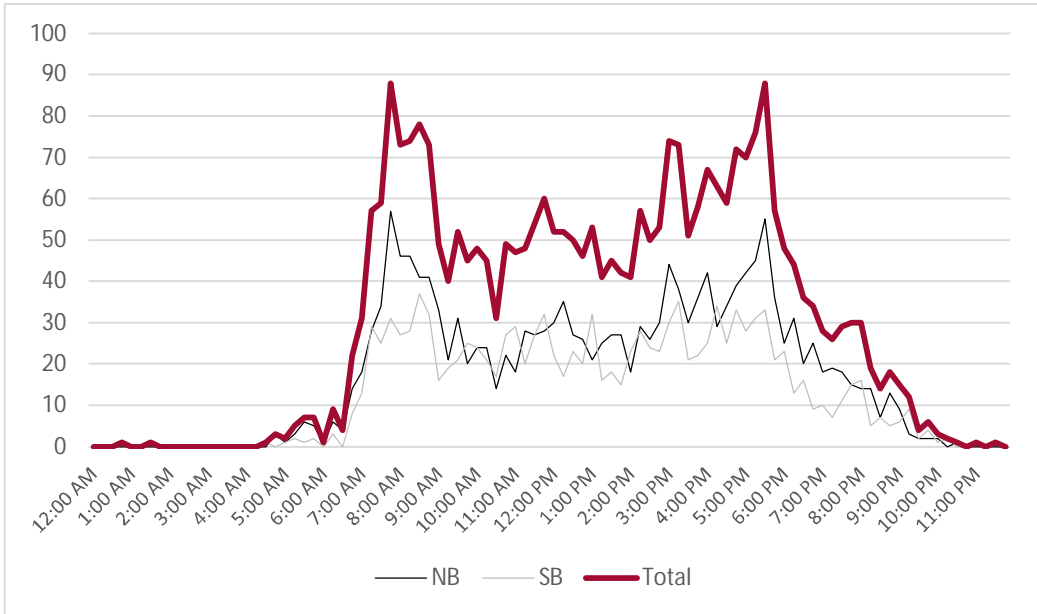
# Tomahawk Road Traffic Calming Study

## Prairie Village, Kansas

Location: Tomahawk Road, between Porter Park Driveways  
 Date: Wednesday, November 13, 2024

Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total
12:00 AM	0	0	0	5:00 AM	1	1	2	10:00 AM	24	24	48	3:00 PM	44	30	74	8:00 PM	14	16	30
12:15 AM	0	0	0	5:15 AM	3	2	5	10:15 AM	24	21	45	3:15 PM	38	35	73	8:15 PM	14	5	19
12:30 AM	0	0	0	5:30 AM	6	1	7	10:30 AM	14	17	31	3:30 PM	30	21	51	8:30 PM	7	7	14
12:45 AM	0	1	1	5:45 AM	5	2	7	10:45 AM	22	27	49	3:45 PM	36	22	58	8:45 PM	13	5	18
1:00 AM	0	0	0	6:00 AM	1	0	1	11:00 AM	18	29	47	4:00 PM	42	25	67	9:00 PM	9	6	15
1:15 AM	0	0	0	6:15 AM	6	3	9	11:15 AM	28	20	48	4:15 PM	29	34	63	9:15 PM	3	9	12
1:30 AM	0	1	1	6:30 AM	4	0	4	11:30 AM	27	27	54	4:30 PM	34	25	59	9:30 PM	2	2	4
1:45 AM	0	0	0	6:45 AM	14	8	22	11:45 AM	28	32	60	4:45 PM	39	33	72	9:45 PM	2	4	6
2:00 AM	0	0	0	7:00 AM	18	13	31	12:00 PM	30	22	52	5:00 PM	42	28	70	10:00 PM	2	1	3
2:15 AM	0	0	0	7:15 AM	28	29	57	12:15 PM	35	17	52	5:15 PM	45	31	76	10:15 PM	0	2	2
2:30 AM	0	0	0	7:30 AM	34	25	59	12:30 PM	27	23	50	5:30 PM	55	33	88	10:30 PM	1	0	1
2:45 AM	0	0	0	7:45 AM	57	31	88	12:45 PM	26	20	46	5:45 PM	36	21	57	10:45 PM	0	0	0
3:00 AM	0	0	0	8:00 AM	46	27	73	1:00 PM	21	32	53	6:00 PM	25	23	48	11:00 PM	0	1	1
3:15 AM	0	0	0	8:15 AM	46	28	74	1:15 PM	25	16	41	6:15 PM	31	13	44	11:15 PM	0	0	0
3:30 AM	0	0	0	8:30 AM	41	37	78	1:30 PM	27	18	45	6:30 PM	20	16	36	11:30 PM	0	1	1
3:45 AM	0	0	0	8:45 AM	41	32	73	1:45 PM	27	15	42	6:45 PM	25	9	34	11:45 PM	0	0	0
4:00 AM	0	0	0	9:00 AM	33	16	49	2:00 PM	18	23	41	7:00 PM	18	10	28				
4:15 AM	0	0	0	9:15 AM	21	19	40	2:15 PM	29	28	57	7:15 PM	19	7	26				
4:30 AM	0	1	1	9:30 AM	31	21	52	2:30 PM	26	24	50	7:30 PM	18	11	29				
4:45 AM	3	0	3	9:45 AM	20	25	45	2:45 PM	30	23	53	7:45 PM	15	15	30				

Hourly	NB	SB	Total
12:00 AM	0	1	1
1:00 AM	0	1	1
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	3	1	4
5:00 AM	15	6	21
6:00 AM	25	11	36
7:00 AM	137	98	235
8:00 AM	174	124	298
9:00 AM	105	81	186
10:00 AM	84	89	173
11:00 AM	101	108	209
12:00 PM	118	82	200
1:00 PM	100	81	181
2:00 PM	103	98	201
3:00 PM	148	108	256
4:00 PM	144	117	261
5:00 PM	178	113	291
6:00 PM	101	61	162
7:00 PM	70	43	113
8:00 PM	48	33	81
9:00 PM	16	21	37
10:00 PM	3	3	6
11:00 PM	0	2	2



<b>AM Peak</b>	313	<b>Mid-day Peak</b>	218	<b>PM Peak</b>	306
7:45 AM		11:30 AM		4:45 PM	
		1,673 Northbound			
		1,282 Southbound			
		<b>2,955 Total of Both Directions</b>			

# Tomahawk Road Traffic Calming Study

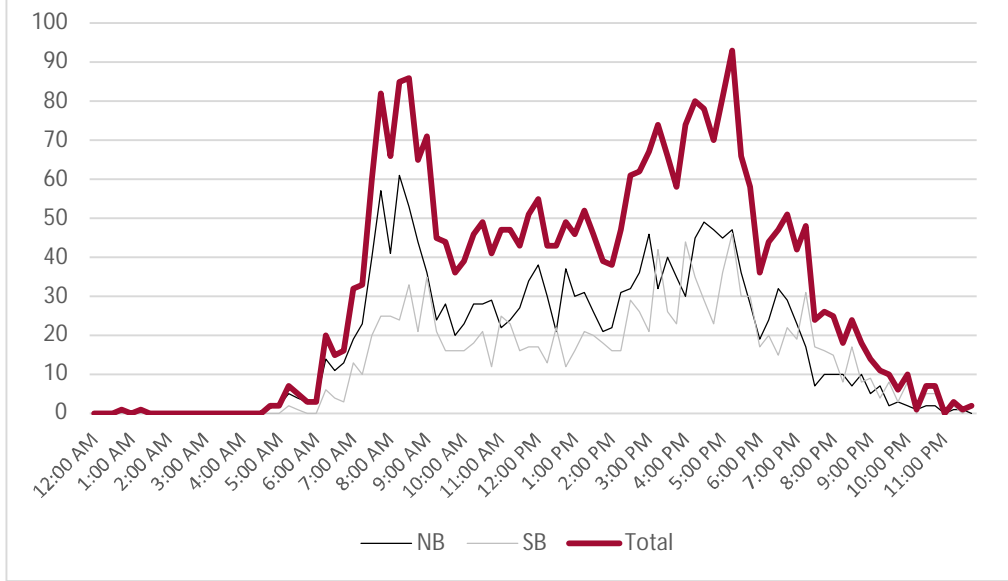
## Prairie Village, Kansas

Location: Tomahawk Road, between Porter Park Driveways

Date: Thursday, November 14, 2024

Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total
12:00 AM	0	0	0	5:00 AM	2	0	2	10:00 AM	23	16	39	3:00 PM	46	21	67	8:00 PM	10	15	25
12:15 AM	0	0	0	5:15 AM	5	2	7	10:15 AM	28	18	46	3:15 PM	32	42	74	8:15 PM	10	8	18
12:30 AM	0	0	0	5:30 AM	4	1	5	10:30 AM	28	21	49	3:30 PM	40	26	66	8:30 PM	7	17	24
12:45 AM	1	0	1	5:45 AM	3	0	3	10:45 AM	29	12	41	3:45 PM	35	23	58	8:45 PM	10	8	18
1:00 AM	0	0	0	6:00 AM	3	0	3	11:00 AM	22	25	47	4:00 PM	30	44	74	9:00 PM	5	9	14
1:15 AM	1	0	1	6:15 AM	14	6	20	11:15 AM	24	23	47	4:15 PM	45	35	80	9:15 PM	7	4	11
1:30 AM	0	0	0	6:30 AM	11	4	15	11:30 AM	27	16	43	4:30 PM	49	29	78	9:30 PM	2	8	10
1:45 AM	0	0	0	6:45 AM	13	3	16	11:45 AM	34	17	51	4:45 PM	47	23	70	9:45 PM	3	3	6
2:00 AM	0	0	0	7:00 AM	19	13	32	12:00 PM	38	17	55	5:00 PM	45	36	81	10:00 PM	2	8	10
2:15 AM	0	0	0	7:15 AM	23	10	33	12:15 PM	30	13	43	5:15 PM	47	46	93	10:15 PM	1	0	1
2:30 AM	0	0	0	7:30 AM	40	20	60	12:30 PM	21	22	43	5:30 PM	36	30	66	10:30 PM	2	5	7
2:45 AM	0	0	0	7:45 AM	57	25	82	12:45 PM	37	12	49	5:45 PM	28	30	58	10:45 PM	2	5	7
3:00 AM	0	0	0	8:00 AM	41	25	66	1:00 PM	30	16	46	6:00 PM	19	17	36	11:00 PM	0	0	0
3:15 AM	0	0	0	8:15 AM	61	24	85	1:15 PM	31	21	52	6:15 PM	24	20	44	11:15 PM	1	2	3
3:30 AM	0	0	0	8:30 AM	53	33	86	1:30 PM	26	20	46	6:30 PM	32	15	47	11:30 PM	1	0	1
3:45 AM	0	0	0	8:45 AM	44	21	65	1:45 PM	21	18	39	6:45 PM	29	22	51	11:45 PM	0	2	2
4:00 AM	0	0	0	9:00 AM	36	35	71	2:00 PM	22	16	38	7:00 PM	23	19	42				
4:15 AM	0	0	0	9:15 AM	24	21	45	2:15 PM	31	16	47	7:15 PM	17	31	48				
4:30 AM	0	0	0	9:30 AM	28	16	44	2:30 PM	32	29	61	7:30 PM	7	17	24				
4:45 AM	2	0	2	9:45 AM	20	16	36	2:45 PM	36	26	62	7:45 PM	10	16	26				

Hourly	NB	SB	Total
12:00 AM	1	0	1
1:00 AM	1	0	1
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	2	0	2
5:00 AM	14	3	17
6:00 AM	41	13	54
7:00 AM	139	68	207
8:00 AM	199	103	302
9:00 AM	108	88	196
10:00 AM	108	67	175
11:00 AM	107	81	188
12:00 PM	126	64	190
1:00 PM	108	75	183
2:00 PM	121	87	208
3:00 PM	153	112	265
4:00 PM	171	131	302
5:00 PM	156	142	298
6:00 PM	104	74	178
7:00 PM	57	83	140
8:00 PM	37	48	85
9:00 PM	17	24	41
10:00 PM	7	18	25
11:00 PM	2	4	6



<b>AM Peak</b> 319	<b>Mid-day Peak</b> 196	<b>PM Peak</b> 322
7:45 AM	11:15 AM	4:30 PM
1,779 Northbound		
1,285 Southbound		
<b>3,064 Total of Both Directions</b>		



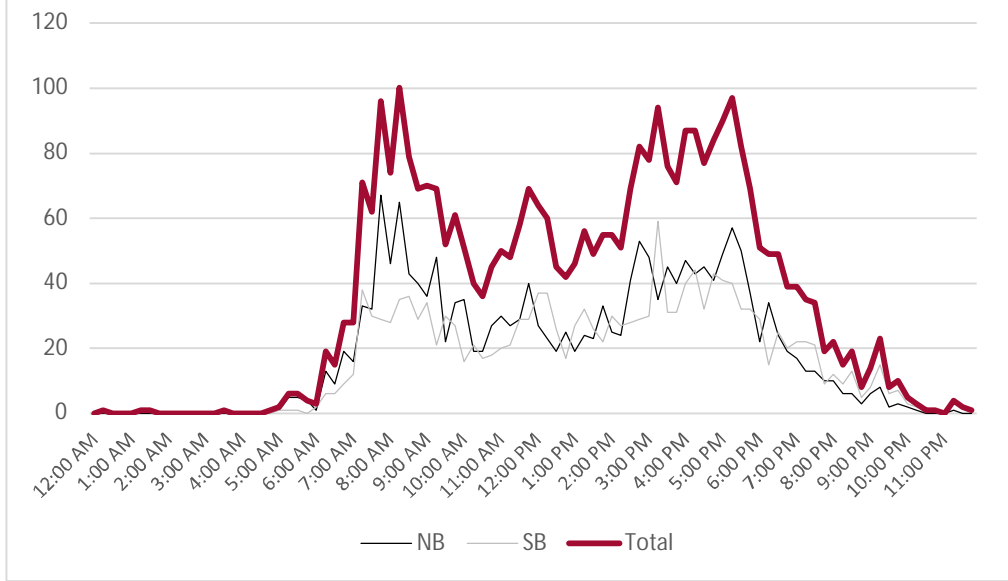
# Tomahawk Road Traffic Calming Study

## Prairie Village, Kansas

Location: Tomahawk Road, between 71st Terrace & 72nd Street  
 Date: Tuesday, November 12, 2024

Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total
12:00 AM	0	0	0	5:00 AM	1	1	2	10:00 AM	35	16	51	3:00 PM	48	30	78	8:00 PM	10	12	22
12:15 AM	0	1	1	5:15 AM	5	1	6	10:15 AM	19	21	40	3:15 PM	35	59	94	8:15 PM	6	9	15
12:30 AM	0	0	0	5:30 AM	5	1	6	10:30 AM	19	17	36	3:30 PM	45	31	76	8:30 PM	6	13	19
12:45 AM	0	0	0	5:45 AM	4	0	4	10:45 AM	27	18	45	3:45 PM	40	31	71	8:45 PM	3	5	8
1:00 AM	0	0	0	6:00 AM	1	2	3	11:00 AM	30	20	50	4:00 PM	47	40	87	9:00 PM	6	8	14
1:15 AM	0	1	1	6:15 AM	13	6	19	11:15 AM	27	21	48	4:15 PM	43	44	87	9:15 PM	8	15	23
1:30 AM	0	1	1	6:30 AM	9	6	15	11:30 AM	29	29	58	4:30 PM	45	32	77	9:30 PM	2	6	8
1:45 AM	0	0	0	6:45 AM	19	9	28	11:45 AM	40	29	69	4:45 PM	41	43	84	9:45 PM	3	7	10
2:00 AM	0	0	0	7:00 AM	16	12	28	12:00 PM	27	37	64	5:00 PM	49	41	90	10:00 PM	2	3	5
2:15 AM	0	0	0	7:15 AM	33	38	71	12:15 PM	23	37	60	5:15 PM	57	40	97	10:15 PM	1	2	3
2:30 AM	0	0	0	7:30 AM	32	30	62	12:30 PM	19	26	45	5:30 PM	50	32	82	10:30 PM	0	1	1
2:45 AM	0	0	0	7:45 AM	67	29	96	12:45 PM	25	17	42	5:45 PM	37	32	69	10:45 PM	0	1	1
3:00 AM	0	0	0	8:00 AM	46	28	74	1:00 PM	19	27	46	6:00 PM	22	29	51	11:00 PM	0	0	0
3:15 AM	0	0	0	8:15 AM	65	35	100	1:15 PM	24	32	56	6:15 PM	34	15	49	11:15 PM	1	3	4
3:30 AM	0	1	1	8:30 AM	43	36	79	1:30 PM	23	26	49	6:30 PM	24	25	49	11:30 PM	0	2	2
3:45 AM	0	0	0	8:45 AM	40	29	69	1:45 PM	33	22	55	6:45 PM	19	20	39	11:45 PM	0	1	1
4:00 AM	0	0	0	9:00 AM	36	34	70	2:00 PM	25	30	55	7:00 PM	17	22	39				
4:15 AM	0	0	0	9:15 AM	48	21	69	2:15 PM	24	27	51	7:15 PM	13	22	35				
4:30 AM	0	0	0	9:30 AM	22	30	52	2:30 PM	41	28	69	7:30 PM	13	21	34				
4:45 AM	1	0	1	9:45 AM	34	27	61	2:45 PM	53	29	82	7:45 PM	10	9	19				

Hourly	NB	SB	Total
12:00 AM	0	1	1
1:00 AM	0	2	2
2:00 AM	0	0	0
3:00 AM	0	1	1
4:00 AM	1	0	1
5:00 AM	15	3	18
6:00 AM	42	23	65
7:00 AM	148	109	257
8:00 AM	194	128	322
9:00 AM	140	112	252
10:00 AM	100	72	172
11:00 AM	126	99	225
12:00 PM	94	117	211
1:00 PM	99	107	206
2:00 PM	143	114	257
3:00 PM	168	151	319
4:00 PM	176	159	335
5:00 PM	193	145	338
6:00 PM	99	89	188
7:00 PM	53	74	127
8:00 PM	25	39	64
9:00 PM	19	36	55
10:00 PM	3	7	10
11:00 PM	1	6	7



<b>AM Peak</b> 349	<b>Mid-day Peak</b> 251	<b>PM Peak</b> 353
7:45 AM	11:30 AM	4:45 PM
1,839 Northbound 1,594 Southbound <hr style="width: 50%; margin: 0 auto;"/> <b>3,433 Total of Both Directions</b>		



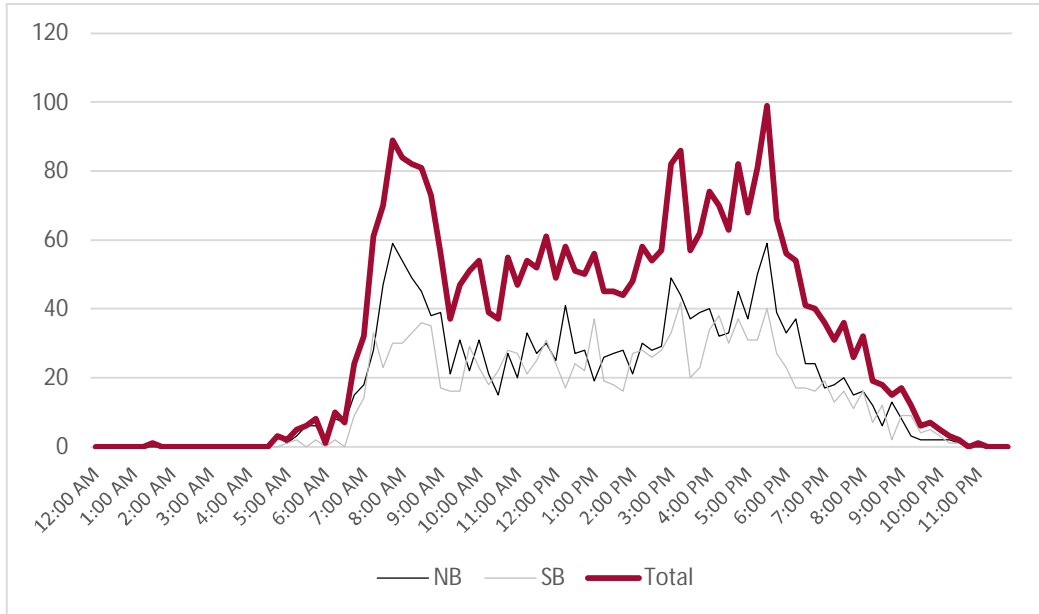
# Tomahawk Road Traffic Calming Study

## Prairie Village, Kansas

Location: Tomahawk Road, between 71st Terrace & 72nd Street  
 Date: Wednesday, November 13, 2024

Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total	Time	NB	SB	Total
12:00 AM	0	0	0	5:00 AM	1	1	2	10:00 AM	31	23	54	3:00 PM	49	33	82	8:00 PM	16	16	32
12:15 AM	0	0	0	5:15 AM	3	2	5	10:15 AM	21	18	39	3:15 PM	44	42	86	8:15 PM	12	7	19
12:30 AM	0	0	0	5:30 AM	6	0	6	10:30 AM	15	22	37	3:30 PM	37	20	57	8:30 PM	6	12	18
12:45 AM	0	0	0	5:45 AM	6	2	8	10:45 AM	27	28	55	3:45 PM	39	23	62	8:45 PM	13	2	15
1:00 AM	0	0	0	6:00 AM	1	0	1	11:00 AM	20	27	47	4:00 PM	40	34	74	9:00 PM	8	9	17
1:15 AM	0	0	0	6:15 AM	8	2	10	11:15 AM	33	21	54	4:15 PM	32	38	70	9:15 PM	3	9	12
1:30 AM	0	1	1	6:30 AM	7	0	7	11:30 AM	27	25	52	4:30 PM	33	30	63	9:30 PM	2	4	6
1:45 AM	0	0	0	6:45 AM	15	9	24	11:45 AM	30	31	61	4:45 PM	45	37	82	9:45 PM	2	5	7
2:00 AM	0	0	0	7:00 AM	18	14	32	12:00 PM	25	24	49	5:00 PM	37	31	68	10:00 PM	2	3	5
2:15 AM	0	0	0	7:15 AM	28	33	61	12:15 PM	41	17	58	5:15 PM	50	31	81	10:15 PM	2	1	3
2:30 AM	0	0	0	7:30 AM	47	23	70	12:30 PM	27	24	51	5:30 PM	59	40	99	10:30 PM	1	1	2
2:45 AM	0	0	0	7:45 AM	59	30	89	12:45 PM	28	22	50	5:45 PM	39	27	66	10:45 PM	0	0	0
3:00 AM	0	0	0	8:00 AM	54	30	84	1:00 PM	19	37	56	6:00 PM	33	23	56	11:00 PM	0	1	1
3:15 AM	0	0	0	8:15 AM	49	33	82	1:15 PM	26	19	45	6:15 PM	37	17	54	11:15 PM	0	0	0
3:30 AM	0	0	0	8:30 AM	45	36	81	1:30 PM	27	18	45	6:30 PM	24	17	41	11:30 PM	0	0	0
3:45 AM	0	0	0	8:45 AM	38	35	73	1:45 PM	28	16	44	6:45 PM	24	16	40	11:45 PM	0	0	0
4:00 AM	0	0	0	9:00 AM	39	17	56	2:00 PM	21	27	48	7:00 PM	17	19	36				
4:15 AM	0	0	0	9:15 AM	21	16	37	2:15 PM	30	28	58	7:15 PM	18	13	31				
4:30 AM	0	0	0	9:30 AM	31	16	47	2:30 PM	28	26	54	7:30 PM	20	16	36				
4:45 AM	3	0	3	9:45 AM	22	29	51	2:45 PM	29	28	57	7:45 PM	15	11	26				

Hourly	NB	SB	Total
12:00 AM	0	0	0
1:00 AM	0	1	1
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	3	0	3
5:00 AM	16	5	21
6:00 AM	31	11	42
7:00 AM	152	100	252
8:00 AM	186	134	320
9:00 AM	113	78	191
10:00 AM	94	91	185
11:00 AM	110	104	214
12:00 PM	121	87	208
1:00 PM	100	90	190
2:00 PM	108	109	217
3:00 PM	169	118	287
4:00 PM	150	139	289
5:00 PM	185	129	314
6:00 PM	118	73	191
7:00 PM	70	59	129
8:00 PM	47	37	84
9:00 PM	15	27	42
10:00 PM	5	5	10
11:00 PM	0	1	1



<b>AM Peak</b> 336	<b>Mid-day Peak</b> 220	<b>PM Peak</b> 330
7:45 AM	11:30 AM	4:45 PM
	1,793 Northbound	
	1,398 Southbound	
	<b>3,191 Total of Both Directions</b>	

# Tomahawk Road Traffic Calming Study

## Prairie Village, Kansas

Location: Tomahawk Road, between 71st Terrace & 72nd Street  
 Date: Thursday, November 14, 2024

Time	NB	SB	Total
12:00 AM	0	0	0
12:15 AM	0	1	1
12:30 AM	1	0	1
12:45 AM	0	0	0
1:00 AM	0	0	0
1:15 AM	1	0	1
1:30 AM	0	0	0
1:45 AM	0	0	0
2:00 AM	0	0	0
2:15 AM	0	0	0
2:30 AM	0	0	0
2:45 AM	0	0	0
3:00 AM	0	0	0
3:15 AM	0	1	1
3:30 AM	0	0	0
3:45 AM	0	0	0
4:00 AM	0	0	0
4:15 AM	0	0	0
4:30 AM	0	0	0
4:45 AM	2	0	2

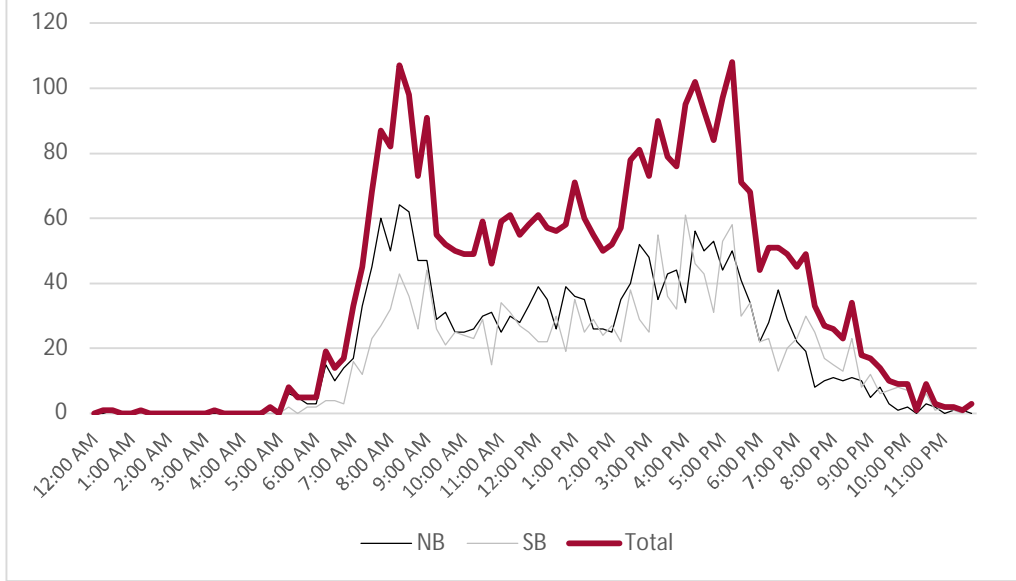
Time	NB	SB	Total
5:00 AM	0	0	0
5:15 AM	6	2	8
5:30 AM	5	0	5
5:45 AM	3	2	5
6:00 AM	3	2	5
6:15 AM	15	4	19
6:30 AM	10	4	14
6:45 AM	14	3	17
7:00 AM	17	16	33
7:15 AM	33	12	45
7:30 AM	45	23	68
7:45 AM	60	27	87
8:00 AM	50	32	82
8:15 AM	64	43	107
8:30 AM	62	36	98
8:45 AM	47	26	73
9:00 AM	47	44	91
9:15 AM	29	26	55
9:30 AM	31	21	52
9:45 AM	25	25	50

Time	NB	SB	Total
10:00 AM	25	24	49
10:15 AM	26	23	49
10:30 AM	30	29	59
10:45 AM	31	15	46
11:00 AM	25	34	59
11:15 AM	30	31	61
11:30 AM	28	27	55
11:45 AM	33	25	58
12:00 PM	39	22	61
12:15 PM	35	22	57
12:30 PM	26	30	56
12:45 PM	39	19	58
1:00 PM	36	35	71
1:15 PM	35	25	60
1:30 PM	26	29	55
1:45 PM	26	24	50
2:00 PM	25	27	52
2:15 PM	35	22	57
2:30 PM	40	38	78
2:45 PM	52	29	81

Time	NB	SB	Total
3:00 PM	48	25	73
3:15 PM	35	55	90
3:30 PM	43	36	79
3:45 PM	44	32	76
4:00 PM	34	61	95
4:15 PM	56	46	102
4:30 PM	50	43	93
4:45 PM	53	31	84
5:00 PM	44	53	97
5:15 PM	50	58	108
5:30 PM	41	30	71
5:45 PM	34	34	68
6:00 PM	22	22	44
6:15 PM	28	23	51
6:30 PM	38	13	51
6:45 PM	29	20	49
7:00 PM	22	23	45
7:15 PM	19	30	49
7:30 PM	8	25	33
7:45 PM	10	17	27

Time	NB	SB	Total
8:00 PM	11	15	26
8:15 PM	10	13	23
8:30 PM	11	23	34
8:45 PM	10	8	18
9:00 PM	5	12	17
9:15 PM	8	6	14
9:30 PM	3	7	10
9:45 PM	1	8	9
10:00 PM	2	7	9
10:15 PM	0	1	1
10:30 PM	3	6	9
10:45 PM	2	1	3
11:00 PM	0	2	2
11:15 PM	1	1	2
11:30 PM	1	0	1
11:45 PM	0	3	3

Hourly	NB	SB	Total
12:00 AM	1	1	2
1:00 AM	1	0	1
2:00 AM	0	0	0
3:00 AM	0	1	1
4:00 AM	2	0	2
5:00 AM	14	4	18
6:00 AM	42	13	55
7:00 AM	155	78	233
8:00 AM	223	137	360
9:00 AM	132	116	248
10:00 AM	112	91	203
11:00 AM	116	117	233
12:00 PM	139	93	232
1:00 PM	123	113	236
2:00 PM	152	116	268
3:00 PM	170	148	318
4:00 PM	193	181	374
5:00 PM	169	175	344
6:00 PM	117	78	195
7:00 PM	59	95	154
8:00 PM	42	59	101
9:00 PM	17	33	50
10:00 PM	7	15	22
11:00 PM	2	6	8



<b>AM Peak</b> 374	<b>Mid-day Peak</b> 245	<b>PM Peak</b> 382
7:45 AM	12:30 PM	4:30 PM
1,988 Northbound 1,670 Southbound <hr style="width: 50%; margin: 0 auto;"/> <b>3,658 Total of Both Directions</b>		



## Tomahawk Road Speed Limit Evaluation Prairie Village, Kansas

Location: Tomahawk Road, between Porter Park Driveways

Start Time: 12:00 AM

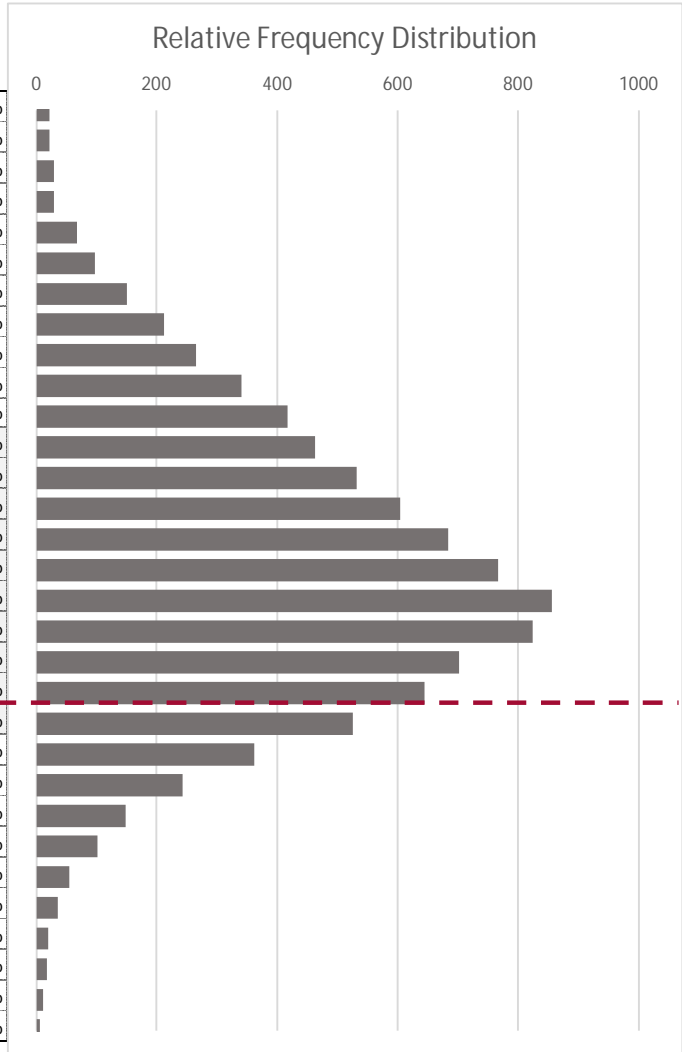
Start Date: 11/12/2024

End Time: 11:59 PM

End Date: 11/14/2024

Speed Limit: 25 mph

Speed	Frequency	Percentage	Cumulative Frequency	Cumulative Percentage
15	22	0.2%	22	0.2%
16	22	0.2%	44	0.5%
17	29	0.3%	73	0.8%
18	29	0.3%	102	1.1%
19	68	0.7%	170	1.8%
20	97	1.0%	267	2.9%
21	151	1.6%	418	4.5%
22	212	2.3%	630	6.8%
23	265	2.9%	895	9.7%
24	341	3.7%	1236	13.4%
25	417	4.5%	1653	17.9%
26	463	5.0%	2116	22.9%
27	532	5.7%	2648	28.6%
28	604	6.5%	3252	35.1%
29	684	7.4%	3936	42.5%
30	767	8.3%	4703	50.8%
31	856	9.2%	5559	60.0%
32	824	8.9%	6383	68.9%
33	702	7.6%	7085	76.5%
34	645	7.0%	7730	83.5%
35	526	5.7%	8256	89.2%
36	362	3.9%	8618	93.1%
37	243	2.6%	8861	95.7%
38	149	1.6%	9010	97.3%
39	102	1.1%	9112	98.4%
40	55	0.6%	9167	99.0%
41	36	0.4%	9203	99.4%
42	20	0.2%	9223	99.6%
43	18	0.2%	9241	99.8%
44	11	0.1%	9252	99.9%
45	6	0.1%	9258	100.0%
9258		100.0%		



85th %: 34.8 mph  
 AVG: 30.0 mph  
 MEDIAN: 30.4 mph

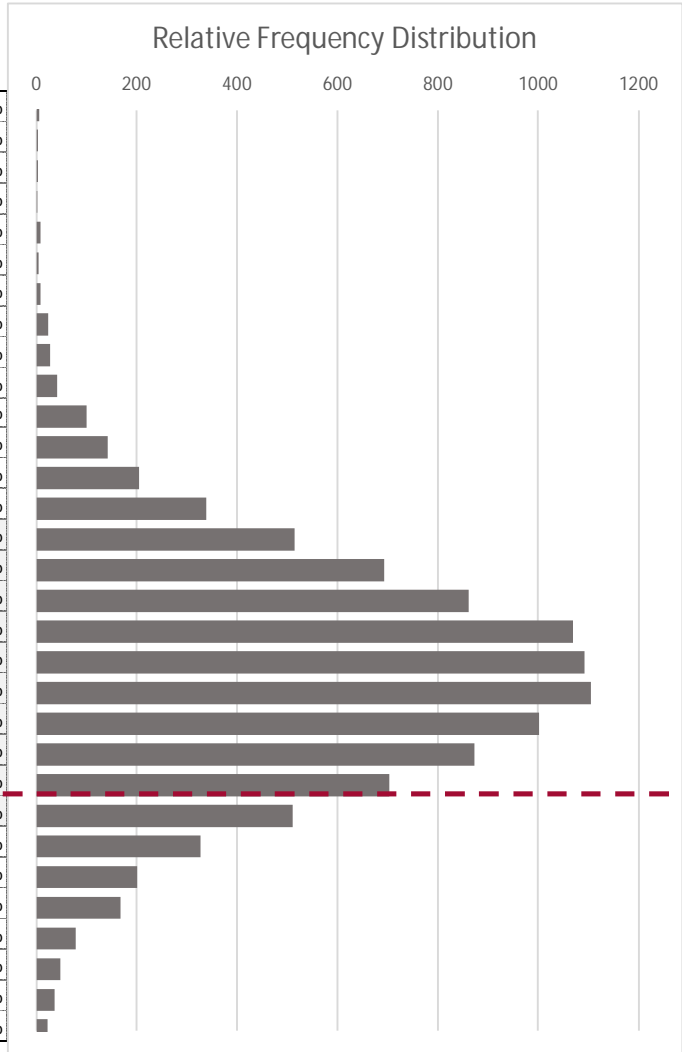
MODE: 31.2 mph  
 PACE: 26-35 mph  
 STD DEV: 4.7

## Tomahawk Road Speed Limit Evaluation Prairie Village, Kansas

Location: Tomahawk Road, between 71st Terrace & 72nd Street  
 Start Time: 12:00 AM  
 End Time: 11:59 PM  
 Speed Limit: 25 mph

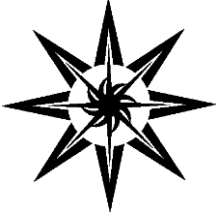
Start Date: 11/12/2024  
 End Date: 11/14/2024

Speed	Frequency	Percentage	Cumulative Frequency	Cumulative Percentage
15	6	0.1%	6	0.1%
16	3	0.0%	9	0.1%
17	3	0.0%	12	0.1%
18	2	0.0%	14	0.1%
19	8	0.1%	22	0.2%
20	5	0.0%	27	0.3%
21	9	0.1%	36	0.4%
22	24	0.2%	60	0.6%
23	28	0.3%	88	0.9%
24	42	0.4%	130	1.3%
25	100	1.0%	230	2.2%
26	143	1.4%	373	3.6%
27	205	2.0%	578	5.7%
28	339	3.3%	917	9.0%
29	515	5.0%	1432	14.0%
30	693	6.8%	2125	20.8%
31	862	8.4%	2987	29.2%
32	1069	10.5%	4056	39.7%
33	1092	10.7%	5148	50.3%
34	1105	10.8%	6253	61.1%
35	1002	9.8%	7255	70.9%
36	873	8.5%	8128	79.5%
37	704	6.9%	8832	86.4%
38	511	5.0%	9343	91.4%
39	328	3.2%	9671	94.6%
40	201	2.0%	9872	96.5%
41	168	1.6%	10040	98.2%
42	79	0.8%	10119	99.0%
43	48	0.5%	10167	99.4%
44	37	0.4%	10204	99.8%
45	22	0.2%	10226	100.0%
10226		100.0%		



85th %: 37.3 mph  
 AVG: 33.0 mph  
 MEDIAN: 33.5 mph

MODE: 33.0 mph  
 PACE: 29-38 mph  
 STD DEV: 3.8



## POLICE DEPARTMENT

Council Committee Meeting Date: November 17, 2025  
Council Meeting Date: December 1, 2025

**COU2025-51**      **Consider Amendments to Chapter II. Animal Control and Regulation Article 1.**

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### **RECOMMENDATION**

Staff recommends the Governing Body approve proposed amendments to Chapter II Ordinances governing Animal Control and Regulation.

### **BACKGROUND**

The City Prosecutor and Police Department collaborated to amend and change portions of the animal control and regulation ordinance. In addition to general clean up and definition changes, the public nuisance section, 2-125, was changed to animal nuisance and removed the reference to the City Noise Ordinance. The departments feel these changes will be more operationally effective for animal control personnel and allow proper prosecution when necessary.

One other noteworthy change in the ordinance is amending the definition of a dangerous wild animal to remove language allowing monkeys of a species whose average adult weight is under 20 pounds. This change would align the City with best practices and many agencies in the metro that do not allow monkeys of any size. Monkeys of any size can be dangerous from bites, scratches, and disease concerns. Council is advised that the Police Department is aware of one licensed spider monkey under 20 pounds within the City. This change in the ordinance would prohibit the owner from keeping the monkey. City Staff recommends that the changes to the ordinance not take effect for 90 days, giving the owner time to remove the monkey from the City.

The changes have been reviewed by the City Attorney and City Prosecutor.

### **ATTACHMENTS**

Draft Ordinance with changes noted

### **PREPARED BY**

Chief Eric McCullough  
Date: November 10, 2025

**CHAPTER II ANIMAL CONTROL AND REGULATION**  
**ARTICLE 1. GENERAL PROVISIONS**

**2-101. PURPOSE.**

The purpose of this chapter is to promote harmonious relationships in the interaction between humans and animals by:

- (a) Protecting animals from improper use, abuse, neglect, exploitation, inhumane treatment and health hazards;
- (b) Delineating the responsibility of persons for the acts and behavior of such persons' animals at all times;
- (c) Providing regulations that foster a reduced risk to residents from annoyance, intimidation, injury and health hazards by animals; and
- (d) Encouraging responsible pet ownership.

**2-102. DEFINITIONS.**

- (a) Abandon includes the leaving of an animal by the person responsible therefor without making effective provisions for its proper care.
- (b) Adequate care means normal and prudent attention to the needs of an animal, including that care which is normally necessary to maintain good health in a specific animal.
- (c) Adequate food means supplying at suitable intervals (not to exceed 24 hours) of a quantity of food suitable and sufficient to maintain a reasonable level of nutrition for each animal.
- (d) Adequate health care means the provision to each healthy animal of all immunizations and preventative care required to maintain good health, space adequate to allow the animal rest and exercise sufficient to maintain good health, and the provision to each sick, diseased, or injured animal of necessary veterinary care or humane death.
- (e) Adequate shelter means a structurally sound, properly ventilated, sanitary and weatherproof shelter, which provides access to shade from direct sunlight and ~~regress~~ protection from exposure to inclement weather conditions.
- (f) Adequate water means a continual access to a supply of clean, fresh, potable water provided in a sanitary manner.
- (g) Animal is any living creature, other than humans.
- (h) Animal bite is any contact between an animal's mouth, teeth, or appendages and the skin of a bite victim that causes any visible puncture, scratch, or break to the skin.
- (i) Animal control officer is a duly authorized person employed by the city who is charged with the duties of enforcing this chapter and/or related ordinances.
- (j) At-large is to be off the property of the person responsible for an animal, except when the animal is taken off such person's property on a leash, in a cage, or other conveyance.

- 
- (k) City is a reference to the City of Prairie Village, Kansas and its corporate limits.
- (l) Confined to the premises means confined or restricted either inside the residential structure of the person responsible for an animal; or if outside the residential structure, confined or restricted to the backyard of the premises fenced in a manner that prohibits escape, or by being physically restrained on a chain or leash or other proper method of physical restraint from which the animal cannot escape.
- (m) Dangerous wild animal means any animal, which is wild by nature and of a species which, due to size, vicious nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, aguars, mountain lions, cheetahs, caracals, bobcats, lynx or other big cats, bears, wolves, wolf hybrids, coyotes, apes, gorillas, monkeys ~~of a species whose average adult weight is 20 pounds or more~~, foxes, elephants, alligators, crocodiles, monitor lizards, and animals which are venomous and/or poisonous, and any animals which could otherwise present a risk or serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors.
- (n) Dangerous animal means an animal which:
- (1) When unprovoked, aggressively bites, attacks or endangers the safety of humans or domestic animals;
  - (2) When unprovoked, has a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals;
  - (3) Has been found to be potentially dangerous and after the person responsible therefor has notice that the animal is potentially dangerous, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals; or
  - (4) Is owned, harbored, sheltered, kept, controlled, managed, or possessed primarily or in part for the purpose of fighting or is trained for fighting.
- (o) ~~Domesticated cat or dog is a cat or dog that tends to possess reliability of temperament, tractability, docility, predictability and trainability, and has adapted to life among humans~~ animal means a dog, cat or other animal that is domesticated and may be kept as a household pet. "Domestic animal" does not include livestock, as defined in K.S.A. 47-1001, and amendments thereto, or native wildlife.
- (p) Impound means taking any animal into the confinement, care, or custody of the city.
- (q) Municipal Court means the Municipal Court of the city.
- (r) Person is any natural person, association, firm, partnership, organization, or corporation.
- (s) Person responsible (for an animal) includes any person which owns, harbors, shelters, keeps, controls, manages, possesses, or has a part interest in any animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. There may be more than one person responsible for an animal. Any person keeping any animal in the city for three consecutive days shall be conclusively presumed to be the person responsible for such animal.
- (t) Potentially dangerous animal means any animal which, when unprovoked:
- (1) Inflicts a bite or bites on a human or domestic animal either on public or private property; or

- 
- (2) Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise to threaten the safety of humans or domestic animals.
- (u) Unprovoked means that the person or domestic animal approached, chased, bitten or attacked where it:
- (1) Did not mischievously or carelessly provoke or aggravate the animal;
  - (2) Was not committing a willful trespass or other tort upon the premises occupied by the person responsible for the animal;
  - (3) Was not tormenting, abusing, assaulting or attacking the animal;
  - (4) Has not in the past been observed or reported to have tormented, abused, assaulted or attacked the animal; or
  - (5) Was not committing or attempting to commit a crime.
- (v) Vicious animal means an animal which ~~has~~:
- (1) When unprovoked, has inflicted a vicious bite to any person or domestic animal on public or private property;
  - (2) When unprovoked, has killed a domestic animal while off the property of the person responsible for such vicious animal; or
  - (3) Has been declared to be dangerous and after the person responsible therefor has notice that the animal has been declared dangerous, the animal aggressively bites, attacks or endangers the safety of humans or domestic animals.
- (w) Vicious bite is any attack by any animal, which results in serious physical injury or death to a human and/or other domestic animal in which the attacking animal uses its teeth and/or claws.

(Ord. 1562 (part), 1985; Ord. 1677, ss2 (a), 3(d), 1988; Ord. 2091 (part); Ord. 2106 (part), 2005; Ord. 2213, Sec. 1 & 2, 2009; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

## **2-103. KEEPING OF LIVESTOCK, POULTRY ~~AND~~, FOWL AND NATIVE WILDLIFE PROHIBITED.**

- (a) Except as provided in subsection (b) below, and as provided in section 2-143 below, it shall be unlawful for any person to own, harbor, shelter, keep, control, manage, or possess livestock, poultry ~~or~~ fowl or any other native wildlife on any premises within the city and no special or temporary permit will be issued for these. For the purpose of this section, livestock, poultry, ~~and~~ fowl and native wildlife include, but are not limited to: cows, pigs, horses, donkeys, mules, sheep, goats, chickens, ducks, geese, guinea fowl, peacocks, pigeons, swans and those animals considered miniature or pygmy breeds, e.g., pot-bellied pigs, miniature donkeys, miniature horses, and pygmy goats, squirrels, prairie dogs, racoons, opossums, skunks, badgers, beavers, muskrat, deer, bats, prairie chickens, pheasant, or quail.
- (b) The following persons or organizations shall be allowed to own, harbor, shelter, keep, control, manage, or possess any livestock, poultry ~~and~~ fowl and native wildlife:

- 
- (1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;
  - (2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;
  - (3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;
  - (4) Commercial establishments processing such animals for the purpose of sale or display; and
  - (5) The keeping of chickens as provided in section 2-143 below.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 3, 7-6-2020)

#### **2-104. KEEPING OF DANGEROUS WILD ANIMALS PROHIBITED.**

- (a) No person shall keep or permit to be kept on such person's premises any dangerous wild animals for display or for exhibition purposes whether gratuitously or for a fee. This section will not be construed to apply to zoological parks, performing animal exhibits or circuses, bona fide licensed veterinary hospital for treatment, bona fide educational or medical institutions, museums or any other place where they are kept as live exhibits or for study.
- (b) No person shall keep or permit to be kept any dangerous wild animal as a pet.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

#### **2-105. RESERVED.**

(Ord. 1677 Sec. 4, 1988; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017; Ord. 2413, Sec. 1, 2020)

#### **2-106. POTENTIALLY DANGEROUS, DANGEROUS AND VICIOUS ANIMALS.**

- (a) Determination.
  - (1) In the event that the animal control officer or a law enforcement officer has probable cause to believe that an animal is potentially dangerous, dangerous or vicious, as defined in section 2-102, such officer may petition the Municipal Court to set a hearing for the purpose of determining whether or not the animal in question should be declared potentially dangerous, dangerous or vicious. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis to support a finding of probable cause shall be made by declaration under penalty of perjury by the complainant in the manner provided by K.S.A. 53-601, and shall be attached to the petition. The Municipal Court, upon the finding of probable cause, shall notify the person responsible for the animal, personally or by certified mail, and the animal control officer or law enforcement officer and City Prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person

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- responsible may present evidence to the Municipal Court as to why the animal should not be declared potentially dangerous, dangerous or vicious.
- (2) The failure of the person responsible to attend or participate in the hearing shall not prevent the Municipal Court from hearing evidence in the matter and making a determination whether the animal is potentially dangerous, dangerous or vicious as alleged, or from entering further orders pursuant to such finding. The hearing shall be informal and shall be open to the public.
  - (3) The Municipal Court, after considering the evidence, may issue its determination and order declaring the animal to be potentially dangerous, dangerous or vicious based upon such evidence. The order shall be delivered to the person responsible either personally or by first class mail. If a determination is made that the animal is potentially dangerous, dangerous or vicious, the person responsible shall comply with the provisions of this chapter as directed by the Municipal Court in accordance with a timetable established by the Municipal Court, within 30 days after the date of the determination. If the person responsible for the animal contests the determination, he or she may within ten days, exclusive of Saturdays, Sundays and holidays, of such determination appeal to the district court.
  - (4) In the event that pending the determination by the Municipal Court and/or in any appeals taken, the animal is not restrained, and the animal control officer or law enforcement officer has probable cause to believe that the animal in question may pose a threat of serious harm to human beings or other domestic animals, the animal control officer or law enforcement officer may seize and impound the animal pending the aforesaid Municipal Court determination and/or the determination in any appeals taken. Upon the Municipal Court's determination that the impounded animal is potentially dangerous, dangerous or vicious, the person responsible for the animal shall be liable to the city for the costs and expenses of impounding such animal.
- (b) Control of Potentially Dangerous and Dangerous Cats or Dogs. If the Municipal Court determines that an animal is potentially dangerous or dangerous, the person responsible for such animal shall comply with the requirements of sections 2-107, 2-109 and 2-117 through 2-121 of this chapter.
  - (c) Disposition of Vicious Animals. If the Municipal Court determines that an animal is vicious, the Municipal Court shall order that the animal be euthanized or that the person responsible for such animal remove the animal from the city limits and shall provide the Municipal Court with the exact location, address, and contact information for the new person responsible where the animal has been moved. The ~~Municipal Court~~City shall notify the receiving jurisdiction that the animal has been determined to be a vicious animal. The animal shall not be returned to the city limits after removal. It shall be unlawful for the person responsible for a vicious animal to maintain such animal in violation of the Municipal Court's order and this section.
  - (d) Dangerous and Potentially Dangerous Animal Designation Review. Beginning one year after an animal is declared potentially dangerous or dangerous, a person responsible therefor may petition annually that the Municipal Court review the designation by requesting a review hearing in the Municipal Court. If a petition for a review hearing is filed, the Municipal court shall notify the person responsible for the animal, personally or by certified mail, and the animal control officer or law enforcement officer and city prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person

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responsible must provide evidence that the animal is no longer potentially dangerous or dangerous due to the animal's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. The city prosecutor may present evidence as well. The hearing shall be informal and shall be open to the public. If the Municipal Court finds sufficient evidence that the animal's behavior has changed, the Municipal Court may rescind that potentially dangerous or dangerous animal designation.

(Ord. 2368, Sec. 1, 2017)

## **2-107. POTENTIALLY DANGEROUS OR DANGEROUS ANIMAL PERMIT REQUIRED.**

- (a) Any person who owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, any animal which has been declared to be potentially dangerous or dangerous by the Municipal Court of the city, or any other jurisdiction, shall secure and renew an annual potentially dangerous or dangerous animal permit in accordance with this chapter and comply with all terms and conditions this chapter to maintaining such permit.
- (b) Failure to obtain and maintain a potentially dangerous or dangerous animal permit as required by subsection (a) shall be adequate grounds for the animal control officer to impound the animal until a permit is obtained.

(Ord. 2368, Sec. 1, 2017)

## **2-108. EXEMPTIONS.**

The provisions of this chapter shall not apply to the transportation of prohibited animals or potentially dangerous, dangerous or vicious cats or dogs through his city when such transport has taken adequate safeguards to protect the public and has notified the local law enforcement agency of the proposed route of transportation and the time thereof.

(Ord. 2368, Sec. 1, 2017)

## **2-109. HARBORING OR KEEPING OF PERMITTED ANIMALS.**

- (a) No person shall own, harbor, shelter, keep, control, manage, or possess, within the city, any potentially dangerous or dangerous animal, or any safe animal including the domestic dog (*Canis familiaris*) and the domestic cat (*Felis domesticus*), without obtaining permits and licenses required under this chapter. The following animals are the only animals allowed without a permit or license:
  - (1) Gerbils (*Tateriltus gracillio*);
  - (2) Hamsters (*Critecus critecus*);
  - (3) Rabbits (*Lepus Cunicullus*);
  - (4) Domestic Mice (*Mus musculus*);
  - (5) Domestic Rat (*Rattus norvegicus*),
  - (6) Any animal, usually tame and commonly sold at pet stores, including:

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Ferrets (*Mustela furo*), Chinchillas (*Chinchillidae*), Canaries (*Serinus canaria*), Cockatoos, Macaws, Parakeets, and Parrots (*Psittacines*);

(7) Bees, subject to section 2-140; and

(8) Chickens, subject to section 2-143.

- (b) Any person who owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, any animal without a permit, except as exempted by this section, shall be charged with a misdemeanor and upon conviction thereof, shall be subject to the penalties in section 2-144, and/or such specific penalties as be provided elsewhere in this article. This shall include instances where any person owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, an animal which has been declared by another municipality to be potentially dangerous or dangerous, or similar designation.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 4, 7-6-2020)

## **2-110. REGISTRATION—TAGS.**

The person responsible for any cat or dog present in the city shall cause the same to be registered at the office of the city clerk. The registration shall contain the name, address and phone number of the person responsible for such animal, the animal's breed, name, sex, whether neutered, color and description and such other information as may be deemed necessary by the city clerk. Subject to the provisions of section 2-114, the city clerk or authorized assistant shall upon payment of the license fee as provided in section 2-111, issue a permanent tag, bearing a number and Prairie Village, KS.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-111. LICENSE FEE—DESIGNATED.**

- (a) In addition to any permit fees required by this chapter, there is levied and imposed an annual license fee upon the person responsible for each cat or dog of the age of over six months, attaining such age during the license year. The license fee shall be adopted by the governing body and the amount of the fee will be kept on record in the office of the city clerk.
- (b) The license year shall be for a 12-month period commencing on the date the animal is first licensed. The license is valid for one year from issuance of license or until the expiration of rabies vaccination whichever is greater. The fee shall be payable within 60 days of the expiration of the license. An animal for which a licensed fee is required as set forth in this section; over six months of age should be licensed within 30 days of being brought into the city or attaining six months of age.

(Ord. 1562 (part), 1985; Ord. 1650, Sec. 2, 1988; Ord. 1764, Sec. 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 6, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

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## **2-112. LICENSE FEE—OVERDUE.**

- (a) If the license fee required in section 2-111 is not paid within the time provided in this section, penalties will apply in addition to the normal license fee. The amount and dates penalty will be charged shall be adopted by the governing body and on record in the Office of the City Clerk.
- (b) After 60 days after the due date, if the fee imposed and required to be paid by section 2-111 remains unpaid, the city prosecutor may issue a complaint against the person responsible for violation of section 2-111.

(Ord. 1562 (part), 1985; Ord. 1773, Sec. 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-113. LICENSE FEE—EXEMPTIONS.**

Any person who owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, a dog which is a "service animal" as defined by the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., or a dog that is utilized by law enforcement personnel, shall be exempt from the license fee payment upon submittal of adequate proof that the animal is current for the year on its rabies vaccination.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-114. INOCULATION AGAINST RABIES REQUIRED.**

- (a) No city license tag required by this section shall be issued until the person responsible for a cat or dog shall furnish to the city clerk a current inoculation certificate signed by a registered veterinarian, showing thereon that the cat or dog has been vaccinated against rabies. The inoculation certificate shall be deemed current if it has not expired before the person responsible submits it to the city along with the application for license.
- (b) It shall be the responsibility of the person responsible for the cat or dog to ensure that the animal's inoculation against rabies is maintained throughout the license period.
- (c) A rabies vaccination shall not be required if a licensed veterinarian recommends that a dog or cat not be inoculated with rabies vaccine for health purposes, and the person responsible provides the office of the city clerk with a statement from a licensed veterinarian on official letterhead specifying the reason that the animal shall not be vaccinated for health purposes.

(Ord. 2005, Sec. 1, 2001; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-115. ENUMERATION OF ANIMALS.**

The governing body may require the annual enumeration of all cats or dogs present within the city. The enumeration shall account for the number and persons responsible for all cats and dogs.

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(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-116. LIMITATIONS ON NUMBER OF ANIMALS.**

No person, residential premises or household within this city shall have, hold, maintain or contain more than a combined total of four dogs and cats over three months of age; provided, however, that in no event shall the combination of dogs or cats exceed three dogs or three cats. Any violation of this section is, upon conviction thereof, a misdemeanor and subject to the penalties provided in this chapter.

(Ord. 1562 (part), 1985; Ord. 1689, Sec. 2, 1989; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-117. APPLICATION FOR POTENTIALLY DANGEROUS AND DANGEROUS ANIMAL PERMIT.**

An application for any permit required pursuant to section 2-107 shall be made to the city clerk in writing upon a form furnished by the city clerk. Said application shall be verified by the person who desires to have, keep, maintain or have in his/her possession or under his or her control, in the city, the animal for which a permit is required, and shall set forth the following:

- (a) The name, address and telephone number of the applicant.
- (b) The applicant's interest in such animal.
- (c) The proposed location, and the name, address and telephone number of the owner of such location, and of the lessee, if any.
- (d) The number and general disposition of all animals for which the permit is being sought.
- (e) Any information known to the applicant concerning dangerous propensities of said animals.
- (f) Housing arrangements for all said animals with particular details as to the safety, structure, locks, fences, warning sign, etc.
- (g) Safety precautions proposed to be taken.
- (h) Noises or odors anticipated in the keeping of such animals.
- (i) The prior history of incidents involving the public health or safety involving any of said animals.
- (j) A statement, signed by the applicant, indemnifying the city and its agents and employees for any and all injuries that may result from the animal.
- (k) Proof of liability insurance, when a permit is issued in accordance with this chapter and is for an animal deemed a "dangerous cat" or "dangerous dog", in the minimum amount of \$300,000.00 per occurrence covering any damage or injury which may be caused by such dangerous animal shall be required. The city shall be listed as certificate holder, and shall be required to be notified of any cancellation, termination or expiration of the liability insurance policy. The person responsible shall maintain the liability insurance required by this subsection at all times, unless and until the person responsible shall cease to own, harbor, shelter, keep, control, manage, or possess the dangerous animal.

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- (l) Any additional information required by the animal control officer or law enforcement officer authorized by the chief or police or his or her designee to enforce the provisions of this chapter at the time of filing such application or thereafter.

(Ord. 2368, Sec. 1, 2017)

## **2-118. PROVISIONS AND/OR REQUIREMENTS FOR KEEPING POTENTIALLY DANGEROUS AND DANGEROUS CATS OR DOGS.**

The keeping of potentially dangerous and dangerous cats and dogs in the city shall be subject to, but not be limited to the following provisions and/or requirements:

- (a) **Leash and muzzle.** An animal that has been declared to be a potentially dangerous or dangerous animal and is kept in this city will be required to be securely leashed and, in the case of dogs which have been declared dangerous, muzzled when it is taken outside of its area of confinement. The leash shall be no longer than four feet in length and under control of an adult capable of exercising control over the animal. The muzzling device must not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.
- (b) **Confinement.**
  - (1) A dog that has been declared to be a potentially dangerous or dangerous animal shall be securely confined indoors or in a securely enclosed and locked pen or kennel; or in a yard fenced in a manner that prohibits escape, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used for confinement must be locked with a key or combination lock when such animals are within the structure. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
  - (2) A cat which has been declared to be a potentially dangerous or dangerous animal shall be securely confined indoors at all times, except when secured on a leash or in a carrier for transport to the veterinarian.
- (c) **Confinement Indoors.** No animal that has been declared to be a potentially dangerous or dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the animal from exiting the structure.
- (d) **Signs.** All persons responsible for any dog that has been declared to be a dangerous dog must display in a prominent place on their premises a sign which shall be at least ten inches by 14 inches using the words "Beware of Dog" in at least two-inch block letters. In addition, a similar sign is required to be posted on the kennel or pen of such animal, and on each entry point of fences that will be used to confine the dog.
- (e) **Identification Photographs.** All persons responsible for any animal that has been declared to be a potentially dangerous or dangerous animal must provide to the city clerk two color photographs of such animal clearly showing the general appearance, color and approximate size of the animal.

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- (f) Microchip Identification. The person responsible for any animal that has been declared to be a potentially dangerous or dangerous animal must have a microchip implanted in the animal for identification, and the name of the microchip manufacturer and the identification number of the microchip must be provided to the city clerk.
  - (g) Mandatory Spay and Neuter. All declared potentially dangerous and dangerous cats and/or dogs shall be required to be spayed or neutered.
  - (h) Training. All declared potentially dangerous and dangerous dogs shall be required to be enrolled in a behavior modification program administered by a Certified Pet Dog Trainer (CPDT), Certified Dog Behavior Consultant (CDBC), Veterinary Behaviorist certified through the American College of Veterinary Behaviorists (ACVB), or comparable certification. Upon successful completion of said program, verification must be provided to the city clerk.
  - (i) Reporting Requirements. All persons responsible for any animal that has been declared to be a potentially dangerous or dangerous animal must provide written notification to the city clerk at least ten days prior to any of the following situations:
    1. The removal from the city of such animal, and provide the city clerk with the contact information of the new person responsible for such animal.
    2. The birth of offspring of such animal.
    3. The new address of the person responsible for such animal should the person responsible move within the corporate city limits.
    4. In the event of the death of such animal, the city clerk must be notified in writing within ten days of the death.
  - (j) Sale or Transfer Prohibited. No person shall sell, transfer, barter or in any other way dispose of a declared potentially dangerous or dangerous animal to any person within the city unless the recipient person resides permanently in the same household and on the same premises as the registered person responsible for such animal; provided that the registered person responsible for such animal may sell or otherwise dispose of such animal to persons who do not reside within the city.

(Ord. 2368, Sec. 1, 2017)

## **2-119. POTENTIALLY DANGEROUS OR DANGEROUS ANIMAL PERMIT FEE.**

The fee for a potentially dangerous or dangerous animal permit application shall be adopted by the governing body and on record in the Office of the City Clerk. The fee will be based upon the number of potentially dangerous and dangerous animal permits being applied for and shall be non-refundable. The fee shall be payable to the city clerk at the time of application. Accretions by natural birth shall not require additional permits during the period of a valid permit.

(Ord. 2368, Sec. 1, 2017)

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## **2-120. TERM AND RENEWAL OF DANGEROUS AND POTENTIALLY DANGEROUS ANIMAL PERMIT.**

No potentially dangerous or dangerous animal permit required by this chapter shall be granted for a period in excess of one year. An application for renewal of any such permit shall be made not less than 45 days prior to the expiration thereof, and shall be accompanied by the same fee as required upon making the original application.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-121. INSPECTIONS FOR RENEWAL.**

The holder of a potentially dangerous or dangerous animal permit shall notify the city at least 45 days prior to the permit expiration date of any request for renewal. Prior to the annual renewal of any potentially dangerous or dangerous animal permit, an animal control officer or law enforcement officer shall inspect the premises subject to such permit to determine whether the person to whom it has been issued is continuing to comply with all of the conditions specified in this chapter. If the animal control officer or law enforcement officer determines during any such inspection that any of the conditions therein specified are being violated, the officer shall recommend denial of a renewal of any such permit or shall recommend the immediate revocation of such permit in the event that such violation is not corrected within such period of time as the officer shall direct. Upon completion of the inspection process provided herein, the animal control officer or law enforcement officer shall report to the Municipal Court that the dangerous animal permit has been renewed, that the renewal application has been denied, or that the permit has been revoked. If the application is denied, or there is a revocation of a permit, a copy of the report shall be given to the person responsible for the potentially dangerous or dangerous animal. The report shall include the basis for the denial or revocation. The person responsible shall have the right to appeal the denial or revocation of permit to the Municipal Court. An appeal shall be taken by the filing of a written request for a review hearing with the Municipal Court within 30 days of the denial or revocation of the permit. If an appeal is filed, the Municipal Court shall notify the animal control officer or law enforcement officer and city prosecutor, by best means possible, that a hearing will be held within 14 days, at which time the person responsible must provide evidence of compliance with the conditions of this chapter. The hearing shall be informal and shall be open to the public. The Municipal Court, after considering the evidence, shall issue its determination as to whether the permit should be renewed, denied or revoked. The determination of the Municipal Court shall be final.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-122. COLLAR OR HARNESS REQUIRED.**

The person responsible for any cat or dog shall cause the same to wear a collar or harness outside the dwelling of the person responsible. The registration tag required in section 2-110 shall be securely affixed to the collar or harness of each cat or dog registered. The tags shall be situated on the collar or harness in such a manner that it may at all times be easily visible to law enforcement officers or animal control officers of the city. Replacement tags shall be issued for a fee which is recorded in the city clerk's office and may be changed from time to time.

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(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-123. CAT AND DOG CONTROL.**

- (a) All cats must be under the control of the person responsible therefor at all times. For the purpose of this section, a cat shall be considered not under control and in violation of this section in the following situations:
- (1) If a cat causes injury to persons or animals.
  - (2) If a cat causes damage to property off the property of the person responsible for such cat, to include, but not limited to, breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flowerbed, plant, shrub or tree in any manner or defecating or urinating upon any private property.
- (b) It is unlawful for the person responsible for any dog to permit such dog to run at large within the city. For the purpose of this section, a dog shall be considered running at large and in violation of this section in the following situations:
- (1) If a dog is off the property of the person responsible for such dog, and is not firmly attached to a hand-held leash and under the physical control of the person responsible. Electronic collars may not be used to control a dog when off the property of the person responsible for such dog.
  - (2) If a dog is off the property of the person responsible for such dog, and is not prevented from making uninvited contact with humans or other animals. This includes a situation when a dog is secured on a leash.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 7, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2450, § 1, 5-3-2021)

## **2-124. ELECTRONIC FENCES AND ELECTRONIC COLLARS.**

Dogs may be confined to the residential property of the person responsible for such dogs by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or collar that controls the movement of the dog by emitting an electrical shock when the animal wearing the collar nears the boundary of such property. Dogs confined to residential property by an electronic fence or collar shall at all times be required to wear the collar or other required device which must be functional, and shall not be permitted to be nearer than ten feet from any public walkway or street. All persons who use an electronic fence or an electronic collar shall clearly post their property to indicate to the public that such a fence or collar is in use. Electronic collars may not be used to control a dog when it is off the property of the person responsible for such dog. An electronic fence or electronic collar shall not be used to confine a potentially dangerous or dangerous dog.

(Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-125. PUBLIC ANIMAL NUISANCE.**

- (a) An animal~~public~~ nuisance is created when an animal:

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- (1) ~~Any animal that materially damages private or public property~~ Molests or disturbs persons or vehicles by chasing, barking, growling, charging or biting;
  - (2) ~~Any animal that~~ Produces or scatters solid waste that is not bagged or otherwise contained;
  - (3) ~~Any animal that excessively barks, whines, howls, or creates any other disturbance which is continuous or during times covered by the City Noise Ordinance, as amended from time to time (disturbance factors include, but are not limited to: time of day, volume, length of time, etc.). If the violation is not witnessed by the animal control officer and/or law enforcement officer, the complainant making such statement must agree to sign a complaint and testify in court if requested; or~~ Barks, whines, howls, brays, cries or makes other noise excessively, which is so loud, continuous, or untimely so as to cause unreasonable annoyance, disturbance or discomfort to any reasonable person;
  - (4) ~~Any violation of this article that constitutes a health hazard, or that unreasonably interferes with the use and enjoyment of neighboring property~~ Is found on public property and obstructs or interferes with vehicular or pedestrian traffic;-
  - (5) ~~Any animal that~~ Materially damages private or public property.
- ~~(b) It is unlawful for the person responsible for any animal to negligently, carelessly, willfully or maliciously permit such animal to become a public nuisance.~~
- ~~(c) Anyone having the authority of an animal control officer, including but not limited to law enforcement officers, is given the authority to seize and impound any animal which is a public nuisance as defined by this section.~~

(Ord. 2213, Sec. 4, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 5, 7-6-2020)

## **2-126. UNLAWFUL TO HARBOR OR KEEP ANY ANIMAL WITHOUT PROPER AND NECESSARY PRECAUTIONS.**

- (a) Any person responsible for an animal within the city shall take all proper and necessary precautions to ensure and promote conditions that restrict the animal when unleashed to such person's property and prevent injury to other humans, domestic animals and/or damage to property.
- (b) No person responsible for an animal shall fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry, and compatible with the condition, age and species. An animal must also have the opportunity for adequate daily exercise. This requires that the person responsible must offer some freedom from continuous chaining and tethering.

(Ord. 1562 (part), 1985; Ord. 1809, Sec. 1, 1992; Ord. 2106 (part), 2005; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

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## **2-127. TETHERING.**

- (a) It is unlawful to attach chains or other tethers, restraints or implements directly to a dog without the proper use of a collar, harness or other device designed for that purpose and made from a material that prevents injury to the dog.
- (b) It is unlawful for any person to:
  - (1) Continuously tether a dog for more than one continuous hour. A dog may be tethered three hours total within a 24-hour time period providing there is a three hour break between each period of tethered time. For the purpose of tethering a dog, a chain, leash, rope or tether must be at least ten feet in length.
  - (2) Use a chain, leash, rope, collaring device, tether, which restricts the free movement of the animal (i.e., the device should not weigh more than one eighth of the animal's body weight).
  - (3) Tether a dog in such a manner as to cause injury or strangulation, or entanglement of the dog on fences, trees, posts or other manmade or natural obstacles.
  - (4) Tethered for any length of time anywhere in the city when they are off the property of the person responsible for such animal.
  - (5) Tether without providing adequate care, food, shelter, and water as outlined in sections 2-126 and 2-128.

(Ord. 1562 (part), 1985; Ord. 1776, Sec. 2, 1991; Ord. 1779, Sec. 2, 1991; Ord. 1860, Sec. 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2268, Sec. 1, 2013; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-128. CRUELTY TO ANIMALS.**

Reference [K.S.A. 21-6412 Cruelty to animals and amendments thereto, the Kansas Animal Cruelty Act, K.S.A. 21-6411 et seq., incorporated in part into Section 11.11 of the 2019 Uniform Public Offense Code for Kansas Cities, as either may be amended from time to time.](#)

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 3, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 6, 7-6-2020)

## **2-129. AUTHORITY OF ANIMAL CONTROL OFFICER OR LAW ENFORCEMENT OFFICER TO RESCUE AN ENDANGERED ANIMAL.**

- (a) Whenever an animal is found confined and/or unattended in a motor vehicle or other location, which subjects it to certain weather conditions that endangers its life as determined by the animal control officer or law enforcement officer, the animal control officer may enter such vehicle or property with the assistance from the police for the purpose of rescuing such animal, and transporting it to a shelter house designated by the Governing Body for treatment, boarding, or care. A written notice shall be left on or in the motor vehicle or other applicable property advising that the animal has been removed under authority of this section and the location where the animal has been impounded.

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- (b) Nothing in this section shall be deemed to prevent the animal control officer law enforcement officer from entering upon property without consent when the condition or animal is found in plain sight and not within a private structure or under conditions constituting an emergency.
  - (c) No animal control officer or law enforcement officer shall be held criminally or civilly liable for action under this section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 3, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### **2-130. SEIZURE PROHIBITED ANIMALS.**

- (a) Upon the written complaint of any person that a person owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, an animal prohibited by this chapter, the animal control officer or a law enforcement officer shall conduct an investigation and if the investigation reveals evidence that indicates that such person named in the complaint in fact owns, harbors, shelters, keeps, controls, manages, or possesses, within the city, an animal prohibited by this chapter, the animal control officer or law enforcement officer shall forthwith send written notice to such person requiring such person to safely remove said animal from the city within three days of the date of said notice. Notice as herein provided shall not be required where such animal has previously caused serious physical harm or death to any person or has escaped and is at large, in which case the animal control officer or law enforcement officer shall cause said animal to be immediately seized and impounded or killed, if seizure and impoundment are not possible without risk of serious physical harm or death to any person.
- (b) The animal control officer or law enforcement officer shall forthwith cause to be seized and impounded any animal prohibited by this chapter where the person responsible therefor has failed to comply with the notice sent. Upon a seizure and impoundment, said animal shall be delivered to a place of confinement, which may be with any organization which is authorized by law to accept, own, keep or harbor such animals. If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, the animal control officer or law enforcement officer may render said animal immobile by means of tranquilizers or other safe drugs, or if that is not safely possible, then said animal may be killed.
- (c) Any reasonable costs incurred by the animal control officer or law enforcement officer in seizing, impounding and for confining any animal prohibited in the city by this chapter shall be charged against the person responsible for such animal. Such charges shall be in addition to any fine or penalty provided for violating this chapter.

(Ord. 1562 (part), 1985; Ord. 1776, Sec. 2, 1991; Ord. 1779, Sec. 2, 1991; Ord. 1860, Sec. 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### **2-131. SEIZURE PERMITTED ANIMALS.**

- (a) Any animal control officer, law enforcement officer or other person designated by the governing body of the city is authorized to capture any dog found running at large in

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violation of section 2-123 and any cat which is not under control as defined in section 2-123 and place such animal in an animal shelter designated by the governing body for that purpose. In addition to or in lieu of seizing the cat or dog, the animal control officer, law enforcement officer or city prosecutor may charge the person responsible for such animal with violating section 2-123 of this chapter.

- (b) Any animal control officer, law enforcement officer or other person designated by the governing body of the city is authorized to capture any animal which is a public nuisance as defined by section 2-125 and place such animal in an animal shelter designated by the governing body for that purpose. In addition to or in lieu of seizing the animal, the animal control officer, law enforcement officer or city prosecutor may charge the person responsible for such animal with violating section 2-125 of this chapter.
- (c) An animal control officer or law enforcement officer shall forthwith cause to be seized and impounded any potentially dangerous or dangerous animal, when the person responsible for such animal has failed to comply with the requirements of this chapter relating to permitting and keeping potentially dangerous or dangerous cats and dogs. Such officer may place such animal in an animal shelter designated by the governing body for that purpose. In addition to seizing the animal, the animal control officer, law enforcement officer or city prosecutor may charge the person responsible for such animal with violating the requirements of this chapter relating to permitting and keeping potentially dangerous or dangerous cats and dogs. If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, or the animal is considered a threat to public safety by the animal control officer or any law enforcement officer, such officer may render said animal immobile by means of tranquilizers or other safe drugs; or if that is not safely possible, then said animal may be destroyed.
- (d) Any reasonable costs incurred by the animal control officer or law enforcement officer in seizing, impounding and for confining any animal permitted in the city by this chapter shall be charged against the person responsible for such animal. Such charges shall be in addition to any fine or penalty provided for violating this chapter, and payment of such charges shall be a condition to the redemption and release to persons responsible for such animals.

(Ord. 1562 (part), 1985; Ord. 1776, Sec. 2, 1991; Ord. 1779, Sec. 2, 1991; Ord. 1860, Sec. 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-132. PROCEDURE FOR FAILURE TO REDEEM.**

Any animal captured or apprehended under the terms and conditions of this chapter shall be held in a shelter approved by the city for a period of three business days from the date of impoundment, such period of time beginning at 9:00 a.m. the morning following the day of impoundment. If the person responsible does not reclaim his or her animal during the period specified in the preceding sentence, or if the animal control officer or animal shelter is unable to locate and notify the person responsible after making a good faith effort to do so within the three business day period then the animal becomes the property of the intake facility.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

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### 2-133. PRESENTATION OF ANIMAL.

The person responsible for any animal shall physically produce the animal for observation, identification or inspection when requested to do so by an animal control officer or law enforcement officer investigating a violation of the animal control and/or welfare laws of the city, provided the officer has probable cause to believe a crime or violation of the animal control laws has been committed. Failure to do so is a violation of this section.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### 2-134. DUTY TO REPORT ANIMAL BITES AND SCRATCHES.

When any animal, while within the boundaries of the city, inflicts an animal bite on any person or domestic animal, or when an animal is suspected of having rabies; it shall be the duty of any person having knowledge of such facts to report the same immediately, or as soon as practicable, to the police department or the animal control officer.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### 2-135. ANIMAL BITE PROCEDURE.

- (a) Except as provided in subsection (e) of this section, an animal which inflicts an animal bite on any person ~~or domestic animal~~ shall immediately, or as soon as practicable, be quarantined at the expense of the person responsible for such animal with a licensed veterinarian of such person's choice or with the city's approved animal shelter for a period of not less than ten days ~~nor more than 12 days~~.
- (b) If the person responsible for the animal cannot be immediately notified, city personnel shall immediately, or as soon as practicable, impound such animal with a city-approved shelter, at the expense of the person responsible, for a period of not less than ten days ~~nor more than 12 days~~. If the address of the person responsible for the animal can be determined, the animal control officer or police department shall make a reasonable effort to notify such person that said animal is impounded under the provisions of this section and that such person has the right to redeem the animal at the expiration of confinement upon the payment of impoundment fees, any veterinarian fees, and any license and penalty fees then due and owing to the city.
- (c) In the event the original place of impoundment is not the choice of the person responsible for such animal, such person may cause the animal's place of impoundment to be changed to a licensed veterinarian of such person's choice; provided all other provisions of this chapter are complied with. The total period of confinement of the animal at the one or more locations is to be for a period of not less than ten days ~~nor more than 12 days~~.
- (d) The veterinarian or city approved shelter with whom the animal is impounded, shall give immediate written notice to the chief of police that such animal has been confined and will be confined for not less than ten days ~~no more than 12 days~~. At the expiration of the aforesaid confinement period, the veterinarian or city approved shelter shall give immediate

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written notice to the chief of police as to the health of such animal pertaining to the diagnosis of rabies.

- (e) In the event the investigating officer determines that the animal had an effective rabies inoculation, and was duly licensed under this chapter at the time of the injury, ~~or the animal had an effective rabies inoculation and caused bite or injury to an immediate family member, or~~ and the person responsible agrees to obtain a city license for the animal prior to the completion of rabies observation, provided both the victim and person responsible agree, then the animal need not be impounded in accordance with subsection (a) of this section but the following alternative procedure shall be followed:
- (1) If the injured person, his parent, or guardian desires that the animal be impounded and agrees in writing to pay for its board during the period of impoundment, it shall be so impounded for the period specified in subsection (a) of this section notwithstanding any other provision of this chapter.
  - (2) If the injured party, his parent, or guardian is unwilling to agree in writing to pay for the animal's board during the period of impoundment, the animal shall be permitted to remain confined in the residence or enclosed yard of the person responsible; provided no animal shall be allowed to remain on the property of the person responsible therefor under this section unless such person signs a written agreement to keep the animal on the property in confinement for the period specified in subsection (a) of this section and further agrees to allow the animal to be examined periodically to determine its physical condition during the confinement period. At the end of the observation period, the animal control officer may require that a licensed veterinarian examine the animal and furnish written notification to the animal control officer regarding the animal's health. All costs associated with the exam are the responsibility of the person responsible. If the person responsible for such animal is unwilling to sign such an agreement, the animal shall be immediately, or as soon as practicable, impounded in accordance with subsection (a) of this section.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-136. ANIMAL BITE VIOLATION.**

Persons who are responsible for or in control of animals in the city shall prevent such animals from inflicting animal bites on any person or domestic animal. It shall be a violation of this section by the person responsible for or in control of an animal if the animal, when unprovoked, inflicts an animal bite on any person or domestic animal.

(Ord. 2368, Sec. 1, 2017)

## **2-137. DISEASE CONTROL.**

- (a) When rabies or other communicable diseases associated with animals are known to exist in the community, or when they are known to exist in neighboring communities the mayor may declare a quarantine of any or all animals. It shall be the duty of the person responsible for such animal to keep such animal confined to the premises of the person responsible therefor and under control. For the purposes of this section, animals are not to

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be considered confined to the premises of the residential property the person responsible therefor if the only restraining device is an invisible electric fence.

- (b) It shall be the duty of all animal control officers or law enforcement officers, or those having the authority of law enforcement officers to enforce such quarantine. The mayor and chief of police shall have a right to deputize other persons as needed. Such deputized persons need not seize such animals, but shall aid in determining the person responsible to the end that warrants of arrest can be issued against violating persons responsible.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### **2-138. REMOVAL OF ANIMAL FECES.**

- (a) Any person in charge of an animal, when such animal is off the property of the person responsible therefor, shall be responsible for the removal of any feces deposited by such animals on public walks, streets, recreation areas, or private property, and it shall be a violation of this provision for such person to fail to remove or provide for the removal of such feces before the animal leaves the immediate area where such defecation occurred.
- (b) It shall be unlawful for any person to dispose of removed feces by intentionally or recklessly depositing, or causing to be deposited, feces removed pursuant to this section into, upon or about any public place, or any private property without the consent of the owner or occupant of the property.

(Ord. 1921, Sec. 1, 1997; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### **2-139. REMOVAL OF DEAD ANIMAL.**

It shall be the responsibility of the person responsible for a deceased animal to provide for its removal from private property.

(Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

### **2-140. FEES TO GENERAL FUND.**

All fees, charges and penalties paid to or collected by any officers of the city under or pursuant to the provisions of this chapter shall be paid over to the city treasurer and credited to the general operating fund.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

### **2-141. ENFORCEMENT.**

It is the duty of the animal control officer or anyone having the authority of an animal control officer, including but not limited to law enforcement officers, to enforce the terms and provisions of this chapter and the mayor or the chief of police may appoint by and with the consent of the governing body some suitable person to be known as an animal control officer whose duties it shall be to assist in the enforcement of this chapter and to work under an

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immediate supervision and direction of the police department. Anyone having the authority of an animal control officer is given the authority to seize any animal found outside the city limits when he/she has reasonable grounds to believe said animal committed any act within the city which is prohibited by the provisions of this chapter or which subjects said animal to seizure if found within the city. Any private person may, upon signed complaint, bring charges against any person responsible for an animal for the violation of any of the provisions of this chapter.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017)

## **2-142. BEEKEEPING.**

Any person keeping bees shall comply with the following:

- (a) Minimize swarming of bees;
- (b) Provide and maintain a source of water located on the premises;
- (c) Maintain no more than two hives per property/lot;
- (d) Hives will be located only within a fenced back yard. The minimum height of fence will be 42 inches. A flyway structure/barrier (shrubby or fencing) is necessary if the exterior fence is less than six feet in height;
- (e) Hives will be maintained at least ten feet from all property lines; and
- (f) Maintain and manage such boxes or hives so as not to create a nuisance by any of the following circumstances: unhealthy condition(s), interfere with the normal use and enjoyment of human or animal life, or interfere with the normal use and enjoyment of any public property or private property of others.
- (g) Remove hives if established guidelines are not maintained as determined by Codes or animal control officers.

(Ord. 2325, Sec. 1, 2015; Ord. 2368, Sec. 1, 2017)

## **2-143. KEEPING OF CHICKENS WITHIN THE CITY LIMITS.**

(a) Definitions.

- (1) Chicken means *Gallus gallus domesticus* of the female sex; this definition does not include male chickens or roosters, or other fowl, such as, but not limited to, peacocks, turkeys, or waterfowl, all of which are not permitted under this section.
- (2) Chicken Coop or Coop means an enclosed structure for housing chickens that provides shelter from the elements.
- (3) Chicken Run or Run means an enclosed outside yard or area for keeping chickens.
- (4) Chicken Tractor or Tractor means a movable chicken coop lacking a floor.
- (5) Chick means a chicken of less than 16 weeks of age.
- (6) Dwelling shall have such meaning as provided in chapter 16 (zoning and subdivision regulations).

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- (7) Lot shall have such meaning as provided in chapter 16 (zoning and subdivision regulations).

Other terms used herein but not defined herein shall have such meanings as provided in section 2-102 of this article, if so defined.

- (b) Keeping of Chickens Allowed. Subject to the provisions of this section 2-143, and the other provisions of this article, the keeping of chickens shall be permitted within the city limits.

(1) No person or household shall own or harbor more than six chickens of 16 weeks of age or older, or more than one clutch (eight) of chicks, on any one lot, regardless of how many dwellings are on the lot.

(2) Only female chickens are allowed.

(3) The keeping of chickens, as outlined in this section, shall only be permitted in the R-1A, R-1B, and R-2 zoning districts, as defined in the city's zoning and subdivision regulations.

(4) Nothing in this section shall permit the keeping and selling of chickens for profit, and commercial chicken operations are prohibited.

It shall be unlawful to keep chickens except in accordance with this section.

- (c) Requirements for Enclosures; Locations and Setbacks.

(1) Chickens must be kept in a coop or chicken tractor at all times. A coop must include an attached adjacent chicken run. A chicken tractor must include an enclosed coop portion and a separate attached area lacking a floor. Only one coop (with run) or one chicken tractor may be maintained on any one lot.

(2) Coops (including the chicken run) and tractors must be built with a minimum of 12 square feet per chicken, not to exceed 84 square feet total. Of this, a minimum of two-square-feet-per-chicken of inside or enclosed space in the coop or tractor must be provided. If and to the extent setbacks or other requirements of this section limit the size of a coop/run or tractor, then a person shall only own or harbor such number of chickens as may fit within such limited size, in consideration of the minimum requirements for coops, runs, and chicken tractors.

a. Coops (including the coop portion of any chicken tractor) shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked. Opening windows and vents, whether in the coop, the run, or the tractor, must be covered with predator- and bird-proof wire of less than one-inch openings.

b. The coop, run, and tractor shall be constructed with durable materials that will hold up to weather and the environment. Sturdy wire and/or wooden fencing shall be used to keep chickens within the run or tractor. New materials shall be used, unless used or reclaimed materials are approved by the city building inspector. The use of scrap, waste board, sheet metal, or similar materials is prohibited.

(3) Coops, runs, and tractors may only be located in the rear yard of a parcel, as such rear yard is defined in chapter 16 (zoning and subdivision regulations). Coops, runs, and tractors must be located at least ten feet from the property line of a lot, and at least 25 feet from any dwelling, church, school, or business structure located on any other parcel.

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(d) Standards of Care; Feed; Waste.

- (1) Chickens shall be provided with adequate care, adequate food, adequate health care, adequate shelter, and adequate water, as defined in this article.
  - (2) All feed and other items associated with the keeping of chickens shall be protected from or to prevent rats, mice, or other rodents or other vermin from gaining access to or coming into contact with the feed. The owner and persons responsible for the chickens shall take such actions as are necessary to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.
  - (3) Odors from chickens, chicken manure, chicken waste, chicken feed, or other substances related to the keeping of chickens shall not be perceptible beyond the property lines of any lot. Noise from chickens shall not be loud enough at the property lines of any lot as to disturb persons of reasonable sensibilities.
  - (4) Owners and persons responsible for chickens shall handle the care and disposal of any chicken waste. The coop, yard, and tractor, and the whole of any lot, must be kept free from trash and accumulated waste or droppings. Any composting of droppings/manure must comply with the provisions of chapter XV, article 2, of the City Code, including but not limited to as to aggregate size of any compost pile which may contain chicken waste.
  - (5) Notwithstanding any provision or exception contained under section 2-128 and the Kansas animal cruelty act, K.S.A. 21-6411 et seq. (incorporated in part into Section 11.11 of the 2019 Uniform Public Offense Code for Kansas Cities as adopted by the city), as any of the foregoing may be amended from time to time, no person shall kill or slaughter any chicken on such person's lot.
  - (6) The provisions of this article, including but not limited to sections 2-125 (Public Nuisance), 2-126 (Unlawful to Harbor or Keep any Animal without Proper and Necessary Precautions), 2-128 (Cruelty to Animals), 2-137 (Disease Control), 2-138 (Removal of Animal Feces), and 2-139 (Removal of Dead Animal) shall otherwise apply as to the keeping of chickens as described in this section.
- (e) Application of Dangerous Animal Regulations. Notwithstanding anything in this article to the contrary, the attack or killing of a chicken by an animal shall not, by itself, cause such animal to be classified as a dangerous animal, a potentially dangerous animal, or a vicious animal.
- (f) Enforcement. Violations of this section shall be handled by either the city building inspector, code enforcement, animal control, the director of solid waste management, or through police action, as may be necessary given the nature of the violation.

(Ord. No. 2421, § 2, 7-6-2020)

Ord. No. 2421, § 1, adopted July 6, 2020, renumbered the former §§ 2-143—2-145, as §§ 2-144—2-146. Said Ord. No. 2421 enacted new provisions to read as herein set out in § 2-143.

**2-144. VIOLATION—PENALTY.**

- (a) It is unlawful for any person to violate any of the provisions of this chapter. Any person convicted of the violation of any provision of this chapter where a specific penalty is not

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otherwise prescribed shall be fined up to \$1,000.00 or 30 days imprisonment, or a combination of fine and imprisonment. Upon conviction, the Municipal Court may order restitution be paid to the victim of the violation.

- (b) Each day any violation of this chapter to which this penalty applies continues constitutes a separate offense.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 1, 7-6-2020)

## **2-145. NUISANCE, INJUNCTION.**

In addition to any other relief provided by this chapter, the city attorney may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this chapter. Such application for relief may include the seeking of temporary and permanent injunctive relief.

(Ord. No. 2421, § 1, 7-6-2020)

## **2-146. SEVERABILITY.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this chapter or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. 8, 2009; Ord. 2325, Sec. 1, 2015, Ord. 2368, Sec. 1, 2017; Ord. No. 2421, § 1, 7-6-2020)

**MAYOR'S ANNOUNCEMENTS**  
**Monday, November 17, 2025**

Thanksgiving Observed – City Offices Closed	11/27/2025 – 11/28/2025
City Council	12/01/2025 6:00 p.m.
Planning Commission	12/02/2025 6:00 p.m.
Holiday Tree Lighting	12/04/2025 6:00 p.m.
Gingerbread House Decorating Party	12/07/2025 1:30 p.m.
Environmental Committee	12/10/2025 5:30 p.m.
City Council	12/15/2025 6:00 p.m.

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**INFORMATIONAL ITEMS**  
**November 17, 2025**

1. Tree Board meeting minutes – September 30, 2025
2. Diversity Committee meeting minutes – October 14, 2025

## Meeting Minutes Tree Board for 9-3-2025

Kevin Dunn, Bridget Tolle, Mark Morgan, Lindsey Voitik, Kirk Walters, Robert Schmitz, Mike Konovalske, and Whitney Wilson

Call the meeting at 6:02.

Approved meeting minutes - Mark and Michael approved meeting minutes

### Fall Seminar Notes

- Acknowledgement What is Bugging my Tree packet
- Print out 25 packets for the seminar
  - Update packets if needed.
- Reviewing Seminars Notes
  - Shad Hufnagel with Kansas Forest Service
  - Johnson County Extension Master Naturalists Besty Betros
  - Arbor Masters Tree Service Jacqueline Palmer Plant Care Health Care Coordinator
  - Lindsey will put a bio packet together for Kevin
  - Watch tree planting per season based on current tree disease.
  - Kermes scale was bad on Oaks last year which brought the topic for this tree seminar.
  - How much pest management to perform on a tree?
  - Blue Spruce tree good for Prairie Village climate
  - Can we predict the pest for 2026 based on season
  - Add Besty Betros to the seminar on bugs on the tree.
  - Beneficial bugs for trees
  - Published tree seminar in Johnson County Master Naturalists
  - Tree Seminar at Meadowbrook Club house at 7:00 pm on October 1<sup>st</sup>.
  - Video tape seminar and ask panelist if its ok to video.
  - Bring sample container trees to the seminars from Kansas Forest Service
    - What species do we want for the seminar? Vote for Chinkapin Oaks for Kansas Forest Service
    - Do we want to add shrubs to the seminar?
  - Promotions for Tree Seminar:
    - Add in Kansas Gardner
    - Seminar will count as continuing education for Master Gardner
    - Bridget will have sign in sheet to get continuing education credits.
    - Prairie Village staff will send out information on social media.

- Refreshment
  - Bring coffee from Hattie's at Corinth Square
  - Lindsey will pick up Cookies
  - Kirk will pick up party mix from Costco
  - Bring napkins, cups and plates
- Display QR code Tree Board Website
- No slide show.
- Tree Board members where name tags.
- Panelists suggest any other information packets.
- Name templates for Panelists
- Suggestion box for future seminars or improvements
- Tree Mapping update
  - Prairie Village Public Works is waiting for the software update for 2026, and the budget has been improved.
- Top 100 Trees in Prairie Village
  - Any tree in the park with information or plaque, arbor day trees.
  - Trees are in PV parks
  - Revisit the care of the plaques to the trees
- Deep Roots Free Tree on September 13<sup>th</sup>.
  - All free trees are spoken for.
  - Residents can register for the purchase of trees by September 8<sup>th</sup>.
  - Free trees were funded through Contain the Rain
- Next meeting is November 5<sup>th</sup>
  - Let board members if you want to continue in 2026.
- If PV residents see any tree issues during house construction or trees hurting in the ROW they can take pictures and report to PV Public works. PV can respond to the concern within 10 days.
- Poster contest at St Ann and Highland.
- The meeting was adjourned at 7:44 pm, Lindsey and Kirk seconded.

Minutes Prepared by Kirk Walters.

# Diversity Committee Meeting – 10/14/25

The meeting began with an acknowledgment of the city's ancestral land and approval of previous meeting minutes. Leon Patton discussed his views on election fraud and the impact of political language on race relations. A member of indigenous descent countered, emphasizing the importance of land acknowledgements and the ongoing genocide of indigenous cultures. The committee discussed a community forum event on November 8, a Hispanic Heritage event with increased attendance, and a potential mural project. They also planned a ceremony for a new interpretive panel on November 8 and a town hall event on November 5. The meeting concluded with discussions on future events and committee activities.

## Action Items

- Finalize details for the November 5th community forum event and promote it to the community.
- Coordinate with Public Works to determine when the interpretive panel can be installed and communicate that to the Diversity Committee.
- Organize a celebration event for the unveiling of the interpretive panel on November 8th at 3:00 PM.
- Reach out to the Mayor to invite him to the interpretive panel celebration.
- Prepare a land acknowledgment and proclamation for Native American Heritage Month to be presented at the November 3rd City Council meeting.

## Outline

### Call to Order

- The meeting was called to order by the Chair, Chi Nguyen, at 4:33pm on October 14, 2025.
- Acknowledgement of the ancestral land of Kickapoo, Ohsheti, Sakawan, Osage, and Kansas tribes and emphasizes the importance of community inclusion.

### Approval of Meeting Minutes and Opening Remarks

- Chi did not have any opening remarks
- A motion to approve the minutes of the last meeting was made, seconded, and unanimously approved by the group.
- There were no preliminary presentations.

### Public Comment

- Leon Patton introduces himself as a lifelong Republican and retired federal prosecutor, specializing in election fraud. Patton shares personal anecdotes about judicial appointments and land acknowledgements, expressing discomfort with the latter.

## **Response to Leon Patton's Comments**

- A committee member expressed her appreciation for the different perspectives and acknowledged the lack of communication across political viewpoints. The committee member discusses the importance of diverse sources of information and the need for a balanced view in reporting federal criminal cases.
- Another committee member responds to Patton's speech, emphasizing the importance of land acknowledgements and the ongoing genocide of indigenous cultures.
- Speaker 1 transitions the meeting to committee discussions and project updates, mentioning an email from Trudy Williams about a community forum event.

## **Project Updates and Future Plans**

- Chi shares details about the upcoming Environmental Justice forum, including the date, time, and the educational session on goals.
- A committee member discusses the Hispanic Heritage event, noting increased attendance and the challenges with mariachi payments.
- Another committee member mentions a potential collaboration with a muralist on an immigration-themed mural, but there are questions about costs and logistics. Committee members discussed the timing and logistics of the mural project. The Committee decided to schedule it for discussion at the next meeting.
- Staff shares updates on the interpretive panel project, including the installation of the panel and plans for a ceremony.

## **Planning for the Interpretive Panel Ceremony**

- Committee members discuss the timing and logistics of the interpretive panel ceremony, considering various dates and times. The group decides on a tentative date of November 8 for the ceremony, with plans to confirm the date with the mayor.
- Committee members suggest inviting key stakeholders, including the mayor and representatives from Parks and Recreation to the ceremony.
- The group discusses the possibility of having a call to action at the end of the event, with input from the moderator and speakers.

## **Final Discussions and Meeting Adjournment**

- Chi brings up the topic of welcoming KC, but it is decided to table the discussion for now.
- A committee member suggests focusing on kid-friendly events, such as cultural events and playdates, to educate them about their heritage.
- The committee discusses recent conversations with the Global Montessori school about potential collaboration on a cultural event.
- The group discusses the importance of language access for voters and plans to address this issue in the next meeting.

## **Meeting Schedule and Future Plans**

- Chi outlines the meeting schedule for the rest of the year, including the town hall event on November 5 and the planning meeting on December 9.
- The group discusses the possibility of holding a year-end meeting to review the 2026 agenda.
- Chi mentions the upcoming council meeting on November 3, where a land acknowledgement and proclamation for National American Indian Heritage Month will be discussed.

## **Adjournment**

- The meeting is adjourned at 5:30pm.