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**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Tuesday, January 20, 2026  
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **INTRODUCTION OF STUDENTS AND SCOUTS**
- VI. **PRESENTATIONS**
- VII. **PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on January 20. Comments will be shared with Councilmembers prior to the meeting.

VIII. **CONSENT AGENDA**

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

By Staff:

1. Consider approval of regular city council meeting minutes – January 5, 2026
2. Consider purchase request for police vehicle
3. Consider approval of 2026 agreements with Johnson County Parks and Recreation District
4. Consider 2026 recreation fee schedule
5. Consider approval of 2026 SuperPass interlocal agreement and swim meet letter of understanding

- IX. **COMMITTEE REPORTS**
- X. **MAYOR'S REPORT**
- XI. **STAFF REPORTS**
- XII. **OLD BUSINESS**
- XIII. **NEW BUSINESS**

- COU2026-02 Consider reappointment of the city attorney  
Mayor Mikkelson
- COU2026-03 Consider reappointment of the assistant city attorney  
Mayor Mikkelson
- COU2026-04 Consider design agreement with Trekk Design Group, LLC for the conceptual design phase of 83<sup>rd</sup> Street, east city limit to Nall Avenue (2027 CARS)  
Keith Bredehoeft

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

- Discuss offer from Verizon to purchase lease interest for cell tower  
Nickie Lee
- COU2026-05 Consider amendments to Chapter XI, Article 16 – Unmanned Aerial Vehicles  
Alex Aggen
- Discuss questions for the 2026 citizen satisfaction survey  
Meghan Buom

**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).**



**PRAIRIE VILLAGE**  
KANSAS

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
JANUARY 5, 2026**

The City Council of Prairie Village, Kansas, met in regular session on Monday, January 5, at 6:00 p.m. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the city clerk with the following councilmembers in attendance: Cole Robinson, Terry O’Toole, Inga Selders, Ron Nelson, Shelby Bartelt, Nathan Vallette, Tyler Agniel, Nick Reddell, Betsy Lawrence, Ian Graves and Jim Sellers. 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; Tim Schwartzkopf, Assistant City Administrator; Meghan Buum, Assistant City Administrator; Jason Hannaman, Finance Director; 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. O’Toole and passed 11-0.

**INTRODUCTION OF STUDENTS AND SCOUTS**

There were no students or scouts present at the meeting.

**PRESENTATIONS**

None.

**PUBLIC PARTICIPATION**

- Pam Justus, Ward 6, and Steve Snitz, Ward 1, thanked former councilmember Lori Sharp for her contributions to the city.
- The following individuals expressed their support for the inclusion of a “grandfather clause” in the city’s animal regulations to allow an existing pet monkey to remain in the city:
  - Heather G., no address provided
  - Chris Nash, no address provided
  - Sarah Keller, Ward 1
  - Tish Wallace, Ward 6
  - Tony Wallace, Ward 6



- Amber Welsh, no address provided
- Lacy Moore, no address provided
- Toni Skelton, Ward 6

### **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 - December 15, 2025
2. Consider approval of 2026 legislative platform
3. Consider approval of proposal from ETC Institute to conduct a citizen satisfaction survey
4. Consider interlocal agreement with Johnson County for Roe Avenue, 63<sup>rd</sup> Street to 83<sup>rd</sup> Street (ROAV0008 2026 CARS)

Ms. Selders asked that item #3 be removed for further discussion.

**Mr. Nelson made a motion to approve items #1, #2, and #4 as presented. A roll call vote was taken with the following votes cast: “aye”: Robinson, O’Toole, Selders, Nelson, Bartelt, Vallette, Agniel, Lawrence, Graves, Sellers; “nay”: Reddell. The motion passed 10-1.**

Ms. Selders noted that citizen satisfaction surveys had only been completed in the city in 1999 and 2018, and shared concern that the survey company’s pricing proposal appeared to indicate that each resident that completed the survey would receive a \$500 gift card, which could end up costing the city thousands of dollars. She added that she preferred to have a discussion about the survey in council committee of the whole to develop specific questions before approving it.

Ms. Buum said that the proposed survey company, ETC, was well-regarded in the community, and had been used by many surrounding municipalities to conduct surveys. She added that the city’s 2018 survey had also been conducted by ETC, so the company was selected again to benchmark 2026 results to those that had been received in 2018.

Ms. Buum noted that the council would have an opportunity to review and approve survey questions at an upcoming meeting, and that a single \$500 gift card would be given away “raffle-style” to one resident as an incentive to complete the survey.

Mr. Graves and Mr. Robinson shared their support for the survey, noting that the information gathered would be more comprehensive than what candidates had heard while campaigning in 2025.

**After further discussion, Mr. Robinson made a motion to approve the proposal from the ETC Institute to conduct a citizen satisfaction survey. A roll call vote was taken with the**



following votes cast: “aye”: Robinson, O’Toole, Selders, Nelson, Bartelt, Vallette, Agniel, Reddell, Lawrence, Graves, Sellers. The motion passed 11-0.

### COMMITTEE REPORTS

- **75<sup>th</sup> Anniversary Committee**

Ms. Buum shared information about planned events for the city’s 75<sup>th</sup> anniversary in 2026, as well as branding designs for signage and merchandise.

- Ms. Selders stated that the city’s fifth annual Martin Luther King, Jr. Day celebration would be held on January 17 at Village Presbyterian Church.
- Mr. Nelson said that the Martin Luther King, Jr. Day of Service event would be held on January 19 at city hall.

### MAYOR’S REPORT

- The Mayor shared information about events that had taken place since the prior council meeting:
  - A D.A.R.E. graduation at Prairie Elementary School
  - MARC Board and Total Transportation Policy meetings
  - A Coffee with a Cop event at Hy-Vee
  - The annual holiday lunch with the Northeast Johnson County Mayors group
  - Several one-on-one meeting with residents
- The Mayor shared information about the following upcoming events:
  - The Northeast Johnson County Chamber of Commerce’s “State of the Cities” event on January 6
  - Meetings with Northeast Johnson County legislators
  - A Martin Luther King, Jr. Day dinner sponsored by the Johnson County NAACP on January 19
- The Mayor also noted the following:
  - Applications for the Ward 3 councilmember vacancy would continue to be accepted through January 11
  - Plans for a council work session had begun
  - Former councilmember Charles Clark had recently passed away

### STAFF REPORTS

- Mr. Hannaman provided an update on the timeline for municipal complex improvements, starting with a summary of the project since an initial facilities review and assessment was completed in 2021. Based on the council’s review of the assessment and options for renovation vs. new construction, staff worked with the city’s architects, construction manager, and owner’s representative to put together



a plan for final council action. This work followed council approvals to both acquire the property at 7820 Mission Road and plan for new construction on that site with renovations to the existing spaces at 7700 and 7710 Mission Road. In early 2025, the city issued general obligation temporary notes to acquire 7820 Mission Road in anticipation of the municipal complex project.

At its June 16, 2025 meeting, the council authorized pursuing the issuance of general obligation bonds to permanently finance the costs of the municipal complex project, including takeout financing to retire the temporary notes. Final issuance on the bonds was delayed for several months due to a lawsuit that was filed in state district court, then withdrawn and refiled in federal district court. After the lawsuit was dismissed, the city was able to issue the bonds for the project, as approved at the December 1, 2025 council meeting.

Council authorized issuing bonds in an amount not to exceed \$28,000,000 to finance the costs of acquiring, constructing, and equipping the municipal complex project. Due to the actual amount needed to fund the project as well as receiving multiple premium bids, the final par value of bonds issued was \$25,625,000. The bonds closed on December 23, 2025.

Mr. Hannaman shared proposed dates to continue moving the project forward:

- January 5: City council meeting:
  - Presentation of project timeline to council
- January 6: McCown Gordon to send out for final bidding
- January 15: Pre-bid meeting with bidders on-site
- March 2: City council meeting:
  - City council approval of GMP construction contract
  - Updated project timeline presented to council
- April 1: City takes possession of church property
  - Mobilization of contractor
  - Asbestos remediation can begin
  - Preparation for 7820 Mission Road demolition

Mr. Hannaman noted that the dates had been developed by staff in conjunction with the city's external professionals, and that because they were interrelated, a delay in one step would likely require future dates to be adjusted.

- Mr. Jordan shared information about the financial contribution of \$22,900 that the city had made to its sister-city, Dolyna, Ukraine, for the purchase of medicine and other humanitarian goods.

On December 30, 2025, the city received communication from Dolyna Mayor Ivan Dyriv expressing their sincere gratitude and noting the following items that had been purchased with the funds:



- 4 DJI Mavic 3 T Enterprise quadcopters
- 80 CAT Generation 7 turnstile tourniquets
- 20 bed linen sets
- Assorted medicine

Mr. Jordan also shared a video that was sent to the city by Mayor Dyriv.

### **OLD BUSINESS**

There was no old business to come before the council.

### **NEW BUSINESS**

**COU2026-01      Consider amendments to Chapter II. Animal Control and Regulation, Article 1**

Chief McCullough stated that 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 the reference to the city noise ordinance was removed. He added that the departments felt the changes would be more operationally effective for animal control personnel and allow proper prosecution when necessary.

At its November 17, 2025, meeting, the council committee of the whole voted 10-1 in favor of the proposed changes as presented. During the December 1, 2025, council meeting, the council voted to approve the changes to the animal control and regulation ordinance but requested staff to draft a version with a conditional license allowing the one currently licensed spider monkey to remain within the city with reasonable restrictions.

A draft conditional license was completed, with the majority of included restrictions coming from the city’s existing ordinance for permitting potentially dangerous or dangerous animals. Chief McCullough reviewed the proposed ordinance changes with the council.

Mayor Mikkelson noted that with the new regulations, an alleged violation would still give the owner of the monkey her due process rights and an opportunity to have a hearing in municipal court in front of a judge.

Ms. Lawrence stated that she felt she needed more time to review the proposed changes and consider a decision. She also asked for additional details about Section 2-107a(13), which permitted city staff to perform site inspections at the owner’s home without prior notice.

Chief McCullough said that the language matched what was already in the city code regarding the permitting of dangerous and potentially dangerous animals.



Ms. Lawrence added that she didn't believe it was necessary to require the owner to provide documentation related to the provenance of the monkey since it was already living in the city.

Mr. Reddell stated that he would prefer some advance notice be given to the owner prior to an inspection.

After further discussion, Ms. Lawrence moved to defer a final decision and direct staff to amend the draft ordinance to completely ban the monkey from public property, remove Section 2-107a(12) in its entirety, and give consideration to other concerns raised during public comment. Mr. Reddell seconded the motion. A roll call vote was taken with the following votes cast: "aye": O'Toole, Reddell, Lawrence, Sellers; "nay": Robinson, Selders, Nelson, Bartelt, Vallette, Agniel, Graves. The motion failed 7-4.

Ms. Selders made a motion to approve the ordinance with the following changes:

- Remove the words "where there are gatherings of more than ten people" from Section 2-107a(6)
- Remove Section 2-107a(12) in its entirety

Ms. Bartelt seconded the motion.

Mr. Graves stated that he wished to keep Section 2-107a(12) because there could be health and/or safety risks to residents based on where the monkey came from.

Mr. Reddell asked whether Ms. Selders would support a friendly amendment removing the words "or without" from Section 2-107a(13), which would require city staff to alert the owner prior to performing an inspection. Ms. Selders and Ms. Bartelt stated that they supported the friendly amendment.

Mr. Nelson made a motion to amend the motion to reinstate Section 2-107a(12). Mr. Graves seconded the motion to amend.

A roll call vote on the motion to amend the motion was taken with the following votes cast: "aye": Robinson, O'Toole, Selders, Nelson, Vallette, Agniel, Graves, Sellers; "nay": Bartelt, Reddell, Lawrence. The motion passed 8-3.

A roll call vote of the original motion as amended was taken with the following votes cast: "aye": Robinson, Selders, Nelson, Bartelt, Vallette, Agniel, Graves; "nay": O'Toole, Reddell, Lawrence, Sellers. The motion passed 7-4.

#### COUNCIL COMMITTEE OF THE WHOLE

There was no business to come before the council committee of the whole.



PRAIRIE VILLAGE  
KANSAS

**ANNOUNCEMENTS**

Announcements were included in the council meeting packet.

**ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 8:00 p.m.

Adam Geffert  
City Clerk



## **POLICE DEPARTMENT**

**Council Meeting Date: January 20, 2026**

**CONSENT AGENDA: PURCHASE REQUEST FOR POLICE VEHICLE**

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### **RECOMMENDATION**

Staff recommends the purchase of one (1) 2026 Ford Police Interceptor Utility Hybrid SUV to replace one current patrol vehicle.

COUNCIL ACTION REQUESTED ON January 20, 2026.

### **BACKGROUND**

On an annual basis, the Police Department replaces older police units due to age, mileage, and/or maintenance problems. The Police Department is seeking authorization to place an order for one (1) new police unit. Due to a partnership between the Mid-America Regional Council and the Mo-Kan Council of Public Procurement (MKCPP), the Police Department obtained competitive pricing bids for the Ford Police Interceptors. Prices were obtained from three vendors for the vehicle purchase, and Shawnee Mission Ford was selected as they offered the lowest price. The purchase price for one vehicle will be \$43,976.00.

This purchase was previously approved by the City Council as part of the 2026 Public Safety Budget.

### **FUNDING SOURCE**

01-03-25-8006-000 / \$43,976.00

### **PREPARED BY**

Captain Joel Porter

Patrol Commander

Date: January 8, 2026



## PARKS AND RECREATION

Parks & Recreation Committee: January 14, 2026

City Council Meeting Date: January 20, 2026

**Consent Agenda:** Consider approval of 2026 agreements with Johnson County Park and Recreation District

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### **RECOMMENDATION**

Recommend approval of the Day Camp agreements with Johnson County Park and Recreation District.

### **BACKGROUND**

The City contracts with Johnson County Park and Recreation District (JCPRD) annually to provide day camp and tennis lessons at Harmon Park. The contract is similar to those signed in previous years and full details are outlined in the agreements.

### **FINANCIAL IMPACT**

There are no direct costs to the City to administer these contracts outside of normal park maintenance costs and administrative staff time. JCPRD directly charges and collects fees of which a nominal portion is passed on to the City to cover the above costs.

### **ATTACHMENTS**

Day Camp agreement

Tennis Lessons agreement

### **PREPARED BY**

Meghan Boom

Assistant City Administrator

Date: January 11, 2026

## 2026 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of children; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the "Park", and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the "Pool"; and

WHEREAS, JCPRD desires to obtain permission of the City to operate a summer day camp program at the Park and to lease from the City the right to use parts of the Pool and the Park in program activities and the City is willing to lease the Park and parts of the Pool to JCPRD; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_\_ day of \_\_\_\_\_, 2026; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 13, 2026 through the period ending July 31, 2026 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.

6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.
7. Administration of Program. The day camp program shall be administered, staffed, and operated solely by JCPRD.
8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2026.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary, during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 26, through July 31, 2026 except as otherwise provided herein.
  - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 13, 2026, from 6 p.m. to 8:00 p.m. for parent orientation.
  - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
  - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 26 through July 31, 2026.
  - e. If dangerous weather is imminent, access to the City Hall basement will be provided.
  - f. Will provide access to a lockable closet for the storage of camp supplies.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

Commercial General Liability:	
General Aggregate	\$2,000,000
Products and Complete Operations	\$2,000,000
Personal and Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions
- a. JCPRD shall pay to the City shelter rental on or before September 30, 2026.
  - b. JCPRD shall pay to the City Pool fees daily based on usage.

- c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
  - d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. No assignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. JCPRD shall comply with all applicable local, state and federal laws in carrying out this Agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of this Agreement and the City may cancel, terminate or suspend this agreement in whole or in part, pursuant to the terms contained in paragraph 2.

The parties do not intend this provision to subject any party to liability under any local, state or federal law unless it applies.

IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Date

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

ATTEST:

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

APPROVED AS TO FORM:

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

BOARD OF PARK AND RECREATION COMMISSIONERS  
JOHNSON COUNTY PARK AND RECREATION DISTRICT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslee Rivarola, Chair

ATTEST:

\_\_\_\_\_  
Gary Ristow, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew V. Logan, JCPRD Legal Counsel

The following is list of dates and times the 2026 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday	May 13	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 26 – May 29	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 1 - June 5	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 8– June 12	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Thursday	June 15 – June 18,	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 22 – June 26	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Thursday	June 29 - July 3	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 6 – July 10	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 13- July 17	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 20 - July 24	7:00 a.m. - 5:30 p.m.	Day Camp
Monday – Friday	July 27 – July 31	7:00 a.m. – 5:30 p.m.	Day Camp

The dates and times the 2026 Summer Escapades Camp run by Johnson County Park and Recreation District will swim at the Prairie Village Pool will be determined in coordination with the Prairie Village, KS Assistant City Administrator.

**Johnson County Park and Recreation District  
Tennis Lesson Program  
2026 Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Tennis Lesson programs for the City of Prairie Village (the City). The programs will be held at the Harmon Park Complex at 77<sup>th</sup> Place and Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:

- Group Tennis Lessons
- Sufficient onsite staff
- Promotion of the program
- Registration of the participants
- Equipment needed for the program
- Emergency procedures and first aid kit

The City of Prairie Village will provide:

- A key to the tennis equipment shed for the purpose of storing program equipment.
- Promotion of the program where applicable
- Access to tennis courts

2. The Johnson County Park and Recreation District will have use of the facility beginning June 1, 2026 and ending August 5, 2026. Lessons will be held on the southeastern most (2) tennis courts in the Harmon Park complex (court 5 and court 6). Morning lessons will be held from 9:00 a.m. until 12:00 p.m. Evening lessons will be held from 5:30 p.m. – 8:30 p.m. JCPRD shall develop appropriate tennis programs to maximize the utilization of the courts within the allotted times provided by the City. JCPRD will set fees for lessons and follow JCPRD’s standard procedures for determining program fees. JCPRD will provide all program information to the City for review prior to opening for registration. JCPRD reserves the right to cancel any and all lessons due to low enrollment or unavailability of instructors and will communicate any such need for cancellations to the City.

3. Non-Discrimination Clause

JCPRD shall comply with all applicable, local, state and federal laws in carrying out this agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code.

In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD 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 in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

4. JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 22, 2026.

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage sustained by JCPRD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of tennis lessons at the Harmon Park Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original, which together shall constitute only one instrument. A counterpart of this Agreement transmitted by email or other electronic means shall, if it is executed, be deemed in all respects to be an original document. The use of electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed.

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF PARK AND RECREATION  
COMMISSIONERS  
JOHNSON COUNTY PARK AND RECREATION  
DISTRICT

---

Mayor Eric Mikkelson

---

Leslee Rivarola, Chair

ATTEST:

ATTEST:

---

Adam Geffert, City Clerk

---

Gary Ristow, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

---

Alex Aggen, City Attorney

---

JCPRD Legal Counsel



## **PARKS AND RECREATION**

**Parks & Recreation Meeting Date: January 14, 2026**

**City Council Date: January 20, 2026**

### **CONSENT AGENDA:**

**Consider 2026 Recreation Fee Schedule**

---

### **RECOMMENDATION**

Recommend approval of the 2026 Recreation Fee Schedule.

### **BACKGROUND**

Per Council direction, staff reviews recreation fees annually to ensure they are reasonable and keep pace with any operational increases with a goal of evaluating every five years. Fees were increased in 2023, and no changes are recommended at this time.

### **ATTACHMENTS**

2026 Recreation Fee Schedule

### **PREPARED BY**

Meghan Buom

Assistant City Administrator

Date: January 11, 2026

## 2026 Recreation Fee Schedule

CATEGORY	2021	2022	2023	2024	2025	2026
----------	------	------	------	------	------	------

<b>RESIDENT POOL PASS</b>						
Individual*	\$50	\$50	\$60	\$60	\$60	\$60
Senior Citizen (60+)*	\$45	\$45	\$50	\$50	\$50	\$50
5 Swim Card	\$35	\$35	\$35	\$35	\$35	\$35

\*\$10 early bird special in April

Under Age 3 - Free

<b>NON-RESIDENT POOL PASS</b>						
Individual*	\$80	\$80	\$90	\$90	\$90	\$90
Senior Citizen (60+)*	\$70	\$70	\$80	\$80	\$80	\$80
5 Swim Card	\$40	\$40	\$40	\$40	\$40	\$40

\*\$10 early bird special in April

Under Age 3 - Free

<b>DAILY POOL GATE FEES</b>	\$10	\$10	\$10	\$10	\$10	\$10
TWILIGHT (after 4:30 pm)	\$5	\$5	\$5	\$5	\$5	\$5
DAYCARE	\$5	\$5	\$5	\$5	\$5	\$5

<b>SWIM &amp; DIVE TEAMS</b>						
Resident	\$110	\$110	\$120	\$120	\$120	\$120
additional child	\$105	\$105	\$115	\$115	\$115	\$115
Non-Resident without membership	\$165	\$165	\$175	\$175	\$175	\$175
Non-Resident with membership	\$115	\$115	\$125	\$125	\$125	\$125
Lessons (30 minutes)	\$45	\$45	\$60	\$60	\$60	\$60

<b>YOUTH SWIM LESSONS</b>						
Resident	-	-	-	\$60	\$60	\$60
Non-Resident	-	-	-	\$70	\$70	\$70

<b>ATHLETIC FIELD RENTAL</b>						
Individual Rental (hourly)	\$7.50	\$7.50	\$10	\$10	\$10	\$10
Seasonal Practices	\$40	\$40	\$50	\$50	\$50	\$50
Commercial Use (hourly)	\$20	\$20	\$20	\$20	\$20	\$20

<b>TENNIS COURT RENTAL</b>						
Individual Rental (hourly)	\$7	\$7	\$10	\$10	\$10	\$10
School Tournament	\$150/day	\$150/day	\$150/day	\$150/day	\$150/day	\$150/day
Private Tournament	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$175/day + \$250 deposit	\$60/court/day	\$60/court/day	\$60/court/day
Seasonal School Rental (per court)	\$50	\$50	\$55	\$55	\$55	\$55
Commercial Use (hourly)		\$20	\$20	\$20	\$20	\$20



## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 14, 2026

City Council Meeting Date: January 20, 2026

**CONSENT AGENDA:** Consider approval of the 2026 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

---

### RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the the City of Mission, Kansas, the City of Fairway, Kansas, and the City of Roeland Park, Kansas for use of swimming pool facilities.

### BACKGROUND

The SuperPass program allows residents of partner cities to pay a fee in addition to their regular pool membership to gain access to the other cities' pools during the summer season. The program is in its 13th year and is considered a success by all participating municipalities. In 2026, the City of Roeland Park is returning the program after several years of non-participation, and the non-resident SuperPass fee is increasing from \$25 to \$30. The 2026 agreement also includes a mutually agreed upon change to the revenue sharing model to make the program more equitable among participating cities.

In 2025, usage for all participating pools included more than 6,000 SuperPass visits. Prairie Village SuperPass participants made 3,400 visits to other pools. The Prairie Village Pool hosted 1,600 visits from members of other pools.

In addition to the SuperPass agreement, the partnering cities also annually approve a Letter of Understanding to allow all residents with a regular pool membership to attend each other's pools on dates the host pools are closed for swim/dive meets. This occurs approximately four days per summer and provides resident pool members an alternative option when the pool is closed for meets. There is no fee charged or incurred for this service enhancement.

### FINANCIAL IMPACT

In 2025, the program generated \$9,422 for Prairie Village.

### ATTACHMENTS

2026 SuperPass Interlocal Agreement  
2026 Swim Meet Letter of Understanding

### PREPARED BY

Meghan Boom  
Assistant City Administrator  
Date: January 11, 2026

## **AGREEMENT FOR USE OF SWIMMING POOL FACILITIES**

THIS AGREEMENT FOR USE OF SWIMMING POOL FACILITIES (“Agreement”) is made and entered into as of the last date of signature indicated below (the “Effective Date”) by and among the City of Fairway, Kansas (“Fairway”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”) (each a “City” and collectively the “Cities”).

### **RECITALS**

A. Each of the Cities operate the public outdoor swimming pool facilities within such City (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2026 Swim Season, (defined below,) with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this Agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities, and in consideration of the mutual advantage received by each party, the Cities hereby enter into this Agreement upon, and subject to, the following terms and conditions:

#### **I. PURPOSE AND INTENT.**

The purpose of this Agreement is to establish cooperation among the Cities by making all of the Pool Facilities available for use by the Qualified Patrons (defined below) of all the Cities with the purchase of a special pass during or for the 2026 swim season, which commences approximately May 24, 2026 and ends approximately September 1, 2026 (“2026 Swim Season”).

#### **II. EFFECTIVE DATE AND TERM.**

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect for a term of one (1) year from and after the Effective Date.

#### **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2026 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, who are purchasing a family or individual season pass to that City's Pool Facilities. As to each City, the term "Qualified Patron" means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year. Non-residents are not eligible to purchase the Super Pool Pass in Roeland Park for the 2026 swim season.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$20 per individual. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$30 per individual.

c. Qualified Patrons who are residents of a City may only purchase Super Pool Passes from the City in which they reside, after purchasing a city pool membership from the City in which they reside.

d. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

e. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

f. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2026 Swim Season.

g. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities; and report these counts by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

h. Each City shall use its best efforts to operate its respective Pool Facilities on a full-time basis, and generally the same schedule from May 24, 2026 through July 31, 2026, outside of emergency closures. Closures due to staffing issues or construction projects are not considered emergency closures.

i. Each City's total program revenue will be summed to reach a total of pooled Shared Revenue, and such pooled Shared Revenue will be used initially to pay for the cost of the stickers. The remaining pooled Shared Revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2026 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the Shared Revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

#### **IV. POOL SAFETY STANDARDS**

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, or (b) operated by a professional pool management company engaged by the City.

c. All Pool Facilities must meet facility standards in regard to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

#### **V. LIABILITY**

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third

party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signature pages follow]

**SIGNATURE PAGE TO  
AGREEMENT BY FOR USE OF SWIMMING POOL FACILITIES**

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the day and year  
indicated below.

CITY OF FAIRWAY, KANSAS

By \_\_\_\_\_

Melanie Hepperly, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF MISSION, KANSAS

By \_\_\_\_\_

Sollie Flora, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By \_\_\_\_\_

Eric Mikkelson, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

CITY OF ROELAND PARK, KANSAS

By \_\_\_\_\_

Michael Poppa, Mayor

Attest:

\_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

**Exhibit A**

<b>CITY</b>	<b>OUTDOOR POOL FACILITIES</b>
Fairway	6136 Mission Road Fairway, KS 66205
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park	4950 Roe Blvd Roeland Park, KS 66205

## Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into as of the last date of signature indicated below by and between the **Cities of Fairway, Prairie Village, Mission, and Roeland Park** (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

### RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

### CONDITIONS

1. This Arrangement shall only apply to the 2026 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Each City will keep track of the number of times a visiting member from each city enters any of its pool facilities and report these counts in their Super Pool Pass reporting by email at the end of the season to the Assistant City Administrator at Prairie Village.
5. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
6. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2026 season.
7. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

**[Signatures]**

CITY OF FAIRWAY, KANSAS

By: \_\_\_\_\_  
Melanie Hepperly, Mayor

Attest: \_\_\_\_\_

CITY OF MISSION, KANSAS

By: \_\_\_\_\_  
Sollie Flora, Mayor

Attest: \_\_\_\_\_

CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Eric Mikkelson, Mayor

Attest: \_\_\_\_\_

CITY OF ROELAND PARK, KANSAS

By: \_\_\_\_\_  
Michael Poppa, Mayor

Attest: \_\_\_\_\_



**MAYOR**

**Council Meeting Date: January 20, 2026**

**COU2026-02: Consider reappointment of the City Attorney**

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### **SUGGESTED MOTION**

Move to approve Mayor Mikkelson's reappointment of Alex Aggen, Hunter Law Group, as the City Attorney.

### **BACKGROUND**

The City Attorney is a two-year appointment as specified by ordinance. Alex Aggen has served as the designated primary attorney with Mandi Hunter and her firm serving in assisting roles. The following rates were negotiated and agreed to as part of the Mayor's recommendation of appointment.

- All attorneys will bill their services at a rate of \$315.00 per hour. In addition, paralegal work will be at \$150.00 per hour and their legal assistant will bill time at \$105.00 per hour.
- There will be a billing time cap of 3 hours for any Council meeting

Attachment(s): Letter of engagement

### **PREPARED BY**

Wes Jordan  
City Administrator  
Date: January 14, 2026

January 14, 2026

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

VIA EMAIL: [wjordan@pvkansas.com](mailto:wjordan@pvkansas.com)

Re: Engagement Agreement for Legal Services

Dear Wes,

The City of Prairie Village, Kansas (collectively referred to herein as “Client” or “You”) hereby engages the Hunter Law Group, P.A. (“Attorney”), attorneys at law to provide Client with representation from time to time (the “legal services”) through January 31, 2028. In this Agreement, “we” or “us” refers to Hunter Law Group, P.A., and its attorneys and employees.

#### FEES

The amount of our fees is determined as the services are rendered and will be based primarily on the time and effort required and on the experience and skill of the person performing the services.

The hourly rates of attorneys in our office are as follows:

Attorneys:	\$315/hour
Paralegals:	\$150/hour
Legal Assistants:	\$105/hour

Our billing rates and fee structure are subject to revision from time to time, typically at the beginning of each year, and will take effect prospectively. You will be advised prior to any such changes taking effect. All fees for our services will be based on billing rates and the fee structure in effect at the time the services are provided. Termination of our services will not affect your obligation to pay for all services rendered.

Attorney agrees to not bill Client more than three (3) hours for Client’s regularly scheduled City Council meetings (“Meeting Cap”). Client agrees to revisit the Meeting Cap and consider a broader base amount of hours to qualify for the cap if at any point either 1) three out of the six most recent regularly scheduled meetings exceed three hours; or 2) two out of the most recent three regularly scheduled meetings exceed four and a half hours.

In addition, we often collaborate with other law firms, with your consent, to provide specialized counsel for matters pursuant to this Agreement and fees may be shared between firms for such purposes. You shall be asked to approve the inclusion of such counsel and the rate for such services, as required.

#### INVOICES AND TERMS OF PAYMENT

Our normal billing period is the calendar month. After each month we bill for our services and provide invoices setting forth a description of the work done, the associated charges, and the costs incurred. You agree to make timely payments on such basis, interim billings may be provided when considered appropriate.

#### USE OF E-MAIL, TEXT MESSAGING AND OTHER FORMS OF ELECTRONIC COMMUNICATION

At times we may communicate with you electronically, including by e-mail or text messaging, concerning our representation. You may also choose to communicate with us by e mail, text messaging, or other forms of electronic communication. Some e-mails or text messages may contain confidential and privileged documentation and information about you or our representation of the Client. There is risk that e-mail, text messaging and other forms of electronic communication just like other forms of communication, may not be kept confidential. Therefore, if you do not authorize us to use e-mail or text messaging to discuss our representation, including confidential matters relating to that representation, please advise us immediately in writing. If you do not so advise us, we will assume that you authorize us to use e-mail, text messaging and other forms of electronic communication, to communicate with you about all matters. We reserve the right to not respond to text messaging, as that is not our preferred method of communication with our clients.

#### TAX ADVICE DISCLAIMER

Your legal matters which are the subject of our engagement (whether they involve litigation or are transactional in nature) directly or indirectly may have federal, state or local income tax implications or consequences to you (including, but not limited to, the tax deductibility of our fees) even though the legal services you request us to provide do not expressly involve a request for tax advice. Due to the inherent complex nature of tax issues and how such issues may be related to individual circumstances, we do not undertake to provide or render tax advice on any matter.

#### TERMINATION OF OR WITHDRAWAL FROM REPRESENTATION

You may terminate this Agreement at any time, by informing us of your decision to do so. Should you terminate this Agreement, you still would be responsible for compensating us for

services provided and paying the costs expended on your behalf up through the termination point, as provided in this Agreement.

Circumstances also may permit or require our terminating this Agreement and withdrawing from the representation. The reasons may include breach of your duties and obligations under this Agreement, events or circumstances which would make our continued representation improper, or other circumstances which, under rules governing the conduct of attorneys, would require or permit our withdrawal. If permission for our withdrawal is required by the rules of court, we will request the court's permission, you will be notified of the request and you will be allowed an opportunity to object. If representation is terminated, we are entitled to be compensated as provided in this Agreement.

#### DOCUMENT RETENTION POLICY

When a matter is closed, original client documents will be sent to you unless those documents are necessary for us to retain in the matter for which legal services are provided. If the documents are needed only as reference material, then copies will be made for the file and the originals will be sent to you. Unless otherwise agreed upon, your file regarding the representation may be destroyed by us six (6) years from the date of its closing.

By execution of this Agreement, the undersigned acknowledges and represents reading, understanding and agreeing to all provisions set forth in this agreement.

We ask that you return a signed copy of this Agreement pursuant to this Agreement for us to commence work hereunder. We sincerely appreciate the opportunity to work with you, and we look forward to working with you on this matter.

Best regards,  
HUNTER LAW GROUP, P.A.  
Mandi R. Hunter

CLIENT has read the above agreement and agrees to each of its terms and conditions.

City of Prairie Village, Kansas

By: \_\_\_\_\_

Dated \_\_\_\_\_

Name: Wes Jordan

Title: City Administrator



## ADMINISTRATION

Council Meeting Date: January 20, 2026

**COU2026-03: Consider reappointment of the Assistant City Attorney**

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### **SUGGESTED MOTION**

Move to approve Mayor Mikkelson's reappointment of Jeffrey Deane, Lauber Municipal Law, as the assistant city attorney.

### **BACKGROUND**

Jeffrey Deane with Lauber Municipal Law has served as the assistant city attorney since his initial appointment in February, 2024. The assistant city attorney is an appointed position as outlined in Prairie Village Municipal Code sections 1-301 and 1-310, and serves a two-year term. Mr. Deane has indicated that he would like to continue serving in the role, and noted that there are no changes to the existing contract or hourly rates that were approved in 2024:

- General municipal work: \$260.00 per hour
- Law clerk or paralegal work: \$100.00 per hour

### **ATTACHMENTS**

Letter of engagement

### **PREPARED BY**

Adam Geffert  
City Clerk  
Date: January 14, 2026



## LAUBER MUNICIPAL LAW

*Serving those who serve the public*

February 1, 2024

City of Prairie Village  
7700 Mission Road  
Prairie Village KS, 66208  
Attn. Meghan Buum, Asst. City Administrator

**Re: Special Counsel-General Municipal Legal Services**

Ms. Buum:

Thank you for meeting with us regarding the Prairie Village City Attorney RFP. While we were disappointed to learn we were not selected as the named City Attorney, we are grateful and excited for the opportunity to serve the City of Prairie Village in a supporting capacity. As we understand the role, we will provide general municipal legal services to the City of Prairie Village, Kansas (the "Matters") as needed. This fits into the scope of our Special Counsel-General Municipal Legal Services engagement definition. This letter is intended to confirm the engagement of our services and form the written agreement for the Firm's engagement to provide the requested legal services to the City of Prairie Village, Kansas.

The City will be our client for this engagement. I will be primarily responsible for the engagement on behalf of the Firm; as we described in the proposal and expanded upon in the interview, Madison Touchstone, Joe Lauber and the other experienced municipal attorneys in our firm will assist in providing legal services pursuant to this engagement.

In accordance with the Compensation and Billing Practices set out in our reply to the RFQ, our normal municipal rate is \$260 per hour. While we were not selected as the City Attorney and are acting in a general municipal role in this engagement, if we should later become the named City Attorney for Prairie Village we would revert to the \$215 per hour City Attorney rate, or the then-current City Attorney rate in effect. Should any work be accomplished more economically by a law clerk or paralegal, such work would be done by those personnel at \$100 per hour. The Firm reserves the right to charge an hourly rate less than those indicated in this agreement at its sole discretion. The hourly rates are subject to annual adjustment as described in the Additional Terms of Engagement. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City is not required to utilize a minimum number of hours each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided.

For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$320 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the standard rate of \$260 per hour.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter.

Please let me know if you have any questions regarding this engagement. Once executed, please return a copy of this executed engagement letter to me. A scanned and emailed copy (to me at [JDeane@laubermunicipal.com](mailto:JDeane@laubermunicipal.com)) is perfect, but you can also send a physically signed copy if that is more convenient. Thank you for choosing Lauber Municipal Law to provide these important legal services to the City.

Sincerely,



*Electronically Signed*

Jeffrey W. Deane, J.D.  
(913) 717-0090 (direct)  
[Jdeane@laubermunicipal.com](mailto:Jdeane@laubermunicipal.com)

**CITY OF PRAIRIE VILLAGE, KANSAS**

Accepted and agreed:

  
\_\_\_\_\_  
(signature)

2/20/2024  
\_\_\_\_\_  
(date)

By: ERIC MIKELSON, MAYOR  
(name), (title)



LAUBER MUNICIPAL LAW  
*Serving those who serve the public*

## Additional Terms of Engagement

Lauber Municipal Law (the “Firm”), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee’s Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

**Provision of Legal Services.** This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

**Entire Agreement.** The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

**Expectations.** Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

**Subcontractors.** From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

**Periodic Billings for Legal Services.** It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

**Annual Rate Adjustment.** All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice of at least thirty days.

**Client Disbursements.** Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

**File Retention.** After the Firm’s services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

**Disbursements and Other Charges.** We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.15 per page (or the Firm’s cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm’s service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm’s actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

**Termination of Services.** You may terminate the services of Lauber Municipal Law at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

**Questions.** One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm’s partners.



## PUBLIC WORKS DEPARTMENT

Council Agenda: January 20, 2026

### **COU2026-04 CONSIDER DESIGN AGREEMENT WITH TREKK DESIGN GROUP LLC FOR THE CONCEPTUAL DESIGN PHASE OF 83<sup>RD</sup> STREET, EAST CITY LIMIT TO NALL AVENUE (2027 CARS)**

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#### **RECOMMENDATION**

Move to approve the design agreement with TREKK Design Group LLC for the concept design phase (2027 CARS project), 83<sup>rd</sup> Street, east city limit to Nall Avenue in the amount of \$78,475.

#### **BACKGROUND**

**ENGINEER** 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. TREKK has provided construction observation services in the past on the Paving and CARS Program to supplement City inspection staff. TREKK has performed well with good customer service to both staff and residents.

**PROJECT** This agreement is for the first phase of design for 83<sup>rd</sup> Street from the east city limit to Nall Avenue. There are two areas that require more concept development than the normal mill and overlay project. Staff will be coordinating with the City of Leawood on the portion of the corridor from the city limit to Mission Road in front of Corinth Elementary. Additionally, the portion of the corridor from Mission Road to Somerset Drive within the Corinth Shops area is part of the larger Village Vision 2.0 plan and concepts will be brought forward to the governing body with options to increase pedestrian circulation and create a cohesive connection between the two shopping areas.

The project scope will be increased at the request of Overland Park Traffic Engineering to include the replacement of the signal at 83<sup>rd</sup> and Nall. An agreement for the design of the signal will be brought forward along with an interlocal agreement with Overland Park in the near future. Funding for this work will be included in the 2027 budget development.

#### **FUNDING SOURCE**

Funding source is multi-jurisdictional between Prairie Village, and the CARS program. Funding is available in the CIP project NAAV0007.

#### **ATTACHMENTS**

1. Agreement with TREKK Design Group LLC

#### **PREPARED BY**

Melissa Prenger, City Engineer

January 14, 2026



**AGREEMENT FOR PROFESSIONAL ENGINEER**

**For**

**DESIGN SERVICES**

**Of**

**83<sup>RD</sup> STREET, EAST CITY LIMIT TO NALL AVENUE (83ST0003 2027 CARS)**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_ day of \_\_\_\_\_ 2026, 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 1310 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 83<sup>rd</sup> Street, East City Limit to Nall Avenue (83ST003 2027 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:
  - Johnson 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 in Exhibit A with limits of survey shown on Exhibit B.

## 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 Exhibit A (and noted below):

Presentation of concepts to Council	March 16, 2026
Presentation of selected concept to Council	April 6, 2026

## Article V Compensation

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

Concept Design, and Public Engagement	\$78,475.00
---------------------------------------	-------------

- 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:

1310 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



## Exhibit A - Scope of Services

**Project Name:** 83<sup>rd</sup> Street (Nall Avenue to eastern city limits)  
**Client:** City of Prairie Village, Kansas  
**TREKK Project Number:** 23-0537

### Project Description:

The project includes design, plans, cost estimates, specifications (only special provisions that differ from standard specifications) and construction support services for improving 83<sup>rd</sup> Street from east of Nall Avenue to the eastern city limits of Prairie Village.

The project is being let in combination with a traffic signal replacement project by the City of Overland Park and the City of Prairie Village.

### Task 1 – Project Administration

- Invoice preparation & progress reports
  - Includes 7 months of billings
- General project coordination with City
  - Includes 7 months of coordination through public meeting
  - Average of 1 hour per week estimated

### Task 2 – Conceptual Phase / Public Engagement

- Kick-off meeting with design team, including Landworks Studio
- Project site visit
  - Reconnaissance of existing site conditions by design team
  - Between Somerset Drive and E. city limits
- Monthly progress meetings
  - Design team coordination during conceptual phase
  - 6 months estimated
- Coordination with subconsultant
  - Routine design coordination and file sharing
  - Contract management coordination
- Brainstorm concepts
  - Collaborative effort with City staff
  - Deliverable of mark-ups on aerial PDFs
  - Maximum of 5 concepts
- Focus group meetings
  - 1 staff to attend meetings
  - 2 3-hour sessions assumed
  - Time for preparation of meetings included

- Time for preparation of a summary memo included
- Development of concepts
  - Geometric design considerations of corridor improvements between Somerset Drive and E. city limits
  - Traffic design considerations of corridor improvements between Somerset Drive and E. city limits, including:
    - Modifications to existing traffic signals at Somerset Drive and Mission Road
    - Modifications to access between Somerset Drive and E. city limits
    - Evaluation of new pedestrian crossing between Somerset Drive and E. city limits
  - Conceptual drainage design considerations of corridor improvements between Somerset Drive and E. city limits
  - Assist Landworks Studio with engineering aspects of conceptual renderings
  - Deliverable of CAD drawings on aerial PDFs
  - Maximum of 3 concepts
- First presentation to City Council
  - Provide content for City staff to present concepts
  - 1 staff to attend City Council meeting
- Refinement of final concept
  - Refine final concept based on feedback
  - Deliverable of CAD drawing on aerial PDFs
- Second presentation to City Council
  - Provide content for City staff to present recommendation
  - 1 staff to attend City Council meeting
- Open house meeting
  - Assist Landworks Studio with preparation of exhibits
  - 2 staff to attend meeting
- Summary Memo
  - Documentation of Concept Phase and Open House Comments

### Schedule:

- |                                               |                                  |
|-----------------------------------------------|----------------------------------|
| ● Notice to Proceed                           | 1/19/2026                        |
| ● Brainstorm initial concepts                 | Weeks of 2/2/2026 and 2/9/2026   |
| ● Focus group meetings                        | Week of 2/23/2026                |
| ● Further develop and revise initial concepts | Weeks of 3/2/2026 and 3/9/2026   |
| ● First presentation to City Council          | 3/16/2026                        |
| ● Refine final concept                        | Weeks of 3/23/2026 and 3/30/2026 |
| ● Second presentation to City Council         | 4/6/2026                         |
| ● Open house public meeting                   | Week of 7/27/2026                |

### Assumptions and Exclusions:

- The initial contract includes conceptual design and public engagement. A future supplemental will include survey, preliminary and final design, as well as construction support services.

- Supplemental contract is estimated to be executed at the April 20, 2026 City Council Meeting. This timing allows for surveying to be completed so that Field Check plans can be developed prior to the public meeting.
- Concepts will be developed on aerial data provided through Johnson County AIMS.
- Minor traffic signal modifications are expected at Somerset Drive and Mission Road.



**Prairie Village**  
23-0537 - 83rd Street (E. City Limits to Nall Avenue)

	Project Manager	Professional Engineer II	Senior Project Designer	Admin	Professional Land Surveyor II	Survey Crew	Survey Technician II	Senior Utility Coordinator	Labor Sub-Total
Billing Rate	\$329.00	\$218.00	\$163.00	\$116.00	\$158.00	\$220.00	\$105.00	\$137.00	
<b>TASK DESCRIPTION</b>									
<b>1 Project Administration</b>	35	0	0	7	0	0	0	0	42
Invoice Preparation & Progress Reports	7			7					
General Project Coordination with City	28								
<b>2 Conceptual Phase / Public Engagement</b>	54	55	47	0	0	0	0	0	156
Kick-Off Meeting	2	1	1						
Project Site Visit		4	4						
Monthly Progress Meetings	6	6	6						
Coordination with Subconsultant	8	4	4						
Brainstorm Concepts (up to 5)	8								
Focus Group Meetings	10								
Development of Concepts (up to 3)		24	16						
First Presentation to City Council	2								
Refinement of Final Concept	4	4	8						
Second Presentation to City Council	2								
Open House Meeting	8	8	8						
Summary Memo	4	4							
<b>3 Survey &amp; Property Research</b>	0	0	0	0	0	0	0	0	0
To be included in supplemental contract									
<b>4 Field Check Plans (50%)</b>	0	0	0	0	0	0	0	0	0
To be included in supplemental contract									
<b>5 Office Check Plans (95%)</b>	0	0	0	0	0	0	0	0	0
To be included in supplemental contract									
<b>6 Final Plans (100%)</b>	0	0	0	0	0	0	0	0	0
To be included in supplemental contract									
<b>7 Construction Assistance</b>	0	0	0	0	0	0	0	0	0
To be included in supplemental contract									
<b>TOTAL HOURS</b>	89	55	47	7	0	0	0	0	198
<b>BILLING RATE</b>	\$329.00	\$218.00	\$163.00	\$116.00	\$158.00	\$220.00	\$105.00	\$137.00	
<b>TOTAL LABOR COST</b>	\$29,281.00	\$11,990.00	\$7,661.00	\$812.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,744.00
<b>Direct Expenses</b>									<b>Expense Sub-Total</b>
<u>Subconsultant</u>									
Landworks Studio									\$ 28,605.00
<u>Mileage</u>									
120 miles @ \$0.700 per mile (Survey Vehicle)									\$ 84.00
60 miles @ \$0.700 per mile (Personal/Company Vehicle)									\$ 42.00
									\$ -
<b>TOTAL EXPENSES</b>									\$ 28,731.00
									<b>\$ 78,475.00</b>

# Proposed Scope and Fee

## 83rd Street Streetscape - Prairie Village, KS

prepared on 1/12/26 by:  
Erica - Sr. LA-3

<b>Phase 1 - Project Kick-Off</b>		<b>\$2,325</b>	<b>  16 Hrs</b>
Task 1	Project Kick-Off Meeting		
Task 2	Existing Conditions Site Visit		
<b>Phase 2 - Public Engagement</b>		<b>\$4,600</b>	<b>  30 Hrs</b>
Task 1	Attend Public Open House		
<b>Phase 3 - Conceptual Design</b>		<b>\$21,390</b>	<b>  150 Hrs</b>
Task 1	Develop 3 Concepts		
Task 2	Develop Renderings for Open House		
Task 3	Develop Final Concept for Council Feedback		

### \*Special Provisions or Notes

The above scope and fee includes all design team coordination and production necessary for conceptual design for the project. Design development, construction documents, and construction administration are excluded from this scope and will require additional services. Reimbursable expenses consist of printing costs and mileage.

**+ REIMBURSABLE EXPENSES**                      **\$ 290**

(reimbursable expenses are on a "Not to Exceed" basis and will only be billed as needed)

**Maximum Invoice Amount**                      **\$ 28,605**



## ADMINISTRATION

Council Committee Meeting Date: January 20, 2026

### Discuss Offer from Verizon to Purchase Lease Interest for Cell Tower

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#### BACKGROUND:

The City owns the cell tower located immediately North of the current City Hall building. The existing tower was built in 1992 by Verizon and deeded to the City. The cell tower hosts a combination of City equipment and private equipment.

The City currently has lease agreements for the City Hall cell tower with three mobile service providers - Sprint, AT&T, and Verizon. All of the contracts with these service providers were negotiated in 2018 and anticipated 3 additional 5 year renewal terms ending in 2033. The City received \$137,830 (Approx. \$46,000 per carrier) in 2025 and the contracts increase 15% per renewal term.

The City has received numerous inquires over time to renegotiate the rate, most recently from Verizon. Verizon sent the City an offer to provide a lump sum payment of \$571,223.52 to buy out their lease interest. This is equivalent to 12 years of their lease payment at today's rate. If the City accepted this offer, we would also no longer receive the monthly payments from the other two carriers.

Additionally, Verizon had previously requested a new rate amount of \$2,400/month with a 3% escalator every year. The City currently receives \$3,820.48 so staff declined the offer. Staff is seeking confirmation of this approach.

#### RECOMMENDATION

Staff is recommending denial of the lump sum payment offer. Staff also does not recommend renegotiating the rates until the renewal term ending date.

#### ATTACMENTS

Verizon Offer Letter

#### PREPARED BY

Nickie Lee  
Deputy City Administrator  
Date: January 8, 2026



950 W. Bethany Dr, Suite 700  
Allen, TX 75013

October 2, 2025

CITY OF PRAIRIE VILLAGE  
7700 Mission Road  
Attn: Director of Public Works  
Prairie Village, KS 66208

RE: **Site Name: KCYPRAIRIE VILLAGE**  
**Contract: 10984**

Dear CITY OF PRAIRIE VILLAGE:

At Verizon Wireless, we're committed to maintaining an efficient and economically viable portfolio of cell sites, ensuring both our company and our valued landlords benefit from our partnerships. As part of our ongoing efforts to adapt to evolving market conditions, we're reaching out to discuss our newest program.

In today's landscape, we know it is highly likely that you are being contacted by third party companies looking to provide lump sum payments in exchange for your Verizon lease. Verizon understands that this might be an avenue you would like to consider, which is why we have partnered with MD7, a wireless lease management and services company, to manage our prepayment program.

If you would like to get the current market value of your cell site or have an interest in exploring the next steps in selling your lease interest, please reach out to [prepayments@verizon.com](mailto:prepayments@verizon.com).

We can provide a potential lump sum payment of \$571,223.52, according to our initial review. Please contact us below to discuss your site.

We value the established relationship we've built with you and are committed to finding solutions that ensure our continued partnership.

Respectfully,

**ShaRon E. J. Bynum**  
Program Manager – CENRE  
Verizon Wireless  
180 Washington Valley Road, Bedminster, NJ 07921

cc: MD7  
**Ryan Renfro**  
Senior Acquisition Lead  
Lease Optimization - CENREV  
O (713) 589-3808



## POLICE DEPARTMENT

Council Meeting Date: January 19, 2026

COU2026-05 Consider Amendments to Chapter XI, Article 16 - Unmanned Aerial Vehicles.

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### RECOMMENDATION

Staff recommends the City Council approve the proposed ordinance amending Chapter XI governing the regulation of unmanned aerial vehicles.

### SUGGESTED MOTION

Move to approve proposed amendments as specified to Chapter XI, Article 16 - Unmanned Aerial Vehicles.

### BACKGROUND

The Federal Aviation Administration has recommended certain best practices and limits to what local government can regulate concerning the operation of unmanned aerial vehicles, including to avoid preemption by federal regulations and statutes. This includes the restriction of what height of airspace a local government can regulate. After consultation with counsel for the Federal Aviation Administration, staff recommends that the regulation of unmanned aerial vehicles is limited to the first 200 feet of airspace above the City. Additionally, certain sections were added to clarify the reasoning for some regulations, and a provision was added enabling law enforcement to have extra flexibility during special events, including during the World Cup.

These amendments have been reviewed by staff and the City Attorney has drafted the proposed ordinance.

### PREPARED BY

Alex Aggen  
City Attorney  
Date: January 14, 2026

Attachment:  
[Proposed] Ordinance No. 2517

**ORDINANCE NO. 2517**

**AN ORDINANCE AMENDING AND ADDING CERTAIN PROVISIONS OF CHAPTER XI – PUBLIC OFFENSES AND TRAFFIC, ARTICLE 16 – UNMANNED AERIAL VEHICLES, OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS.**

**WHEREAS**, the City Council desires to promote public health, safety, and welfare of the residents of Prairie Village and the public at large in the operation and use of unmanned aerial vehicles; and

**WHEREAS**, the City Council has considered and evaluated the existing ordinance in light of federal guidance on unmanned aerial vehicles, and determined that certain revisions are needed to address evolving issues and to be in compliance with federal standards, and to clarify the distance restrictions around operating such a vehicle; and

**WHEREAS**, the City may see surges of use and presence of unmanned aerial vehicles and their operators during special events, and desires to protect and clarify rights and obligations of third-parties and of operators, including during such special events.

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

**Section 1.** Subparagraph (a) of Section 11-1601 of Chapter XI, Article 16, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

- (a) *City airspace* means the airspace up to two hundred feet (200') above the land and waterways within the jurisdiction of the city.

**Section 2.** Section 11-1602 of Chapter XI, Article 16, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

**11-1602. OPERATING REGULATIONS.**

- (a) All UAVs shall be operated in accordance with Federal Aviation Administration regulations as well as the Academy of Model Aeronautics Safety Code or such other community-based safety guidelines as the city may approve from time to time. Except as otherwise provided in section 11-1603, and unless any of the following prohibitions are superseded by applicable state or Federal law, no person shall operate any UAV for recreational purposes in city airspace:
  - i. Intentionally or negligently, and in such proximity to any person who is not involved in the operation of the UAV that is offensive to a reasonable expectation of safety from bodily harm, without such person's consent;
  - ii. Intentionally or negligently in the immediate reaches of property to the extent that such operations substantially interfere with the property owner's actual use and enjoyment of the property or expectation of privacy;
  - iii. Intentionally or negligently, over an individual or over an open-air event venue wherein more than 100 individuals are gathered for such event,

- without the consent of both the venue owner or operator and the event sponsor or organizer;
- iv. Intentionally or negligently taking off or landing within 500 horizontal feet of gatherings of more than 100 individuals, without the consent of both the venue owner or operator and the event sponsor or organizer;
  - v. Intentionally or negligently operating the UAV within 500 horizontal feet of critical infrastructure owned or operated by government or public utilities;
  - vi. For the purposes of conducting surveillance, or to remain in a relatively stable fixed position, including in a manner similar to hovering;
  - vii. While under the influence of alcohol, or other drug or drugs, that renders the operator incapable of safely operating the UAV;
  - viii. That is equipped with a firearm or other weapon; or
  - ix. Otherwise in a reckless or careless manner.

(b) The foregoing regulations of the preceding subsection (a) shall not prohibit operation of a UAV for recreational or hobby purposes in a city-owned park so long as the operator and UAV comply with all other requirements and restrictions of this article.

(c) A UAV operator who is operating during special events, including multi-day events which may be occurring on a broader scale throughout the Kansas City metropolitan area, is subject to being approached by law enforcement to verify proper operator certification and identification; during such special events, if the UAV is operating recklessly or carelessly, law enforcement can require the operator to land and cease further operations of the UAV.

**Section 3.** 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. 2517

AN ORDINANCE AMENDING AND ADDING CERTAIN PROVISIONS OF CHAPTER XI – PUBLIC OFFENSES AND TRAFFIC, ARTICLE 16 – UNMANNED AERIAL VEHICLES, OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

WHEREAS, the City Council desires to promote public health, safety, and welfare of the residents of Prairie Village and the public at large in the operation and use of unmanned aerial vehicles; and

WHEREAS, the City Council has considered and evaluated the existing ordinance in light of federal guidance on unmanned aerial vehicles, and determined that certain revisions are needed to address evolving issues and to be in compliance with federal standards, and to clarify the distance restrictions around operating such a vehicle; and

WHEREAS, the City may see surges of use and presence of unmanned aerial vehicles and their operators during special events, and desires to protect and clarify rights and obligations of third-parties and of operators, including during such special events.

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

Section 1. Subparagraph (a) of Section 11-1601 of Chapter XI, Article 16, of the Code of the City of Prairie Village, Kansas, is hereby deleted in its entirety and amended to read as follows:

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11-1602. OPERATING REGULATIONS.

(a) All UAVs shall be operated in accordance with Federal Aviation Administration regulations as well as the Academy of Model Aeronautics Safety Code or such other community-based safety guidelines as the city may approve from time to time. Except as otherwise provided in section 11-1603, 11-1603, and unless any of the following prohibitions are superseded by applicable state or Federal law, no person shall operate any UAV for recreational purposes in city airspace:

- (a) i. Intentionally or negligently, and in such proximity to any person who is not involved in the operation of the UAV that is offensive to a reasonable expectation of safety from bodily harm, without such person's consent;

(b)

- ii. Intentionally or negligently in the immediate reaches of property to the extent that such operations substantially interfere with the property owner's actual use and enjoyment of the property or expectation of privacy;

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iii. Intentionally or negligently, over an individual or over an open-air event venue wherein more than 100 individuals are gathered for such event, without the consent of both the venue owner or operator and the event sponsor or organizer;

(e)

~~Intentionally or negligently, over property that the operator does not own, without the consent of the property owner or such other person lawfully occupying the property; and subject to any restrictions that may be placed on the operation by the property owner or such other person lawfully occupying the property; provided, that the foregoing shall not prohibit operation of a UAV for recreational or hobby purposes in a city-owned park so long as the operator and UAV comply with all other requirements and restrictions of this article;~~

(d)

iv. Intentionally or negligently taking off or landing within 500 horizontal feet of gatherings of more than 100 individuals, without the consent of both the venue owner or operator and the event sponsor or organizer;

v. Intentionally or negligently operating the UAV within 500 horizontal feet of critical infrastructure owned or operated by government or public utilities;

vi. For the purposes of conducting surveillance, or to remain in a relatively stable fixed position, including in a manner similar to hovering;

(e)

vii. While under the influence of alcohol, or other drug or drugs, that renders the operator incapable of safely operating the UAV;

(f)

viii. That is equipped with a firearm or other weapon; or

(g)

ix. Otherwise in a reckless or careless manner.

(b) ~~The foregoing regulations of the preceding subsection (a) shall not prohibit operation of a UAV for recreational or hobby purposes in a city-owned park so long as the operator and UAV comply with all other requirements and restrictions of this article.~~

(c) ~~A UAV operator who is operating during special events, including multi-day events which may be occurring on a broader scale throughout the Kansas City metropolitan area, is subject to being approached by law enforcement to verify proper operator certification and identification; during such special events, if the UAV is operating recklessly or carelessly, law enforcement can require the operator to land and cease further operations of the UAV.~~

**Section 3.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

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**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

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## ADMINISTRATION

Council Committee of the Whole: January 20, 2026  
City Council Meeting Date: February 2, 2026

Discuss questions for the 2026 citizen satisfaction survey

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### BACKGROUND

At the January 5, 2026 City Council meeting, the governing body approved moving forward with ETC group to develop a citizen satisfaction survey.

The 2018 survey will serve as the starting point for developing the 2026 survey and is included as an attachment.

- **Questions 1-17** related to basic city services will remain as close to the same as possible for benchmarking against the city's previous survey as well as regional and national peers, with only minor changes to this section.
- **Questions 18-25** are "point in time" questions. The 2018 items will be removed and replaced with relevant questions for current topics and community needs. Options for the 2026 questions will be discussed at the meeting.
- **Questions 26-30** are demographic questions and will largely remain the same.
- **Question 31** will remain to allow for open ended feedback.

### ATTACHMENTS

2018 Citizen Satisfaction Survey

### PREPARED BY

Meghan Buum  
Assistant City Administrator  
January 14, 2026



PRAIRIE VILLAGE, KANSAS

# 2018 City of Prairie Village Citizen Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's planning process and will be used by City leaders to make planning and investment decisions. If you have questions, please call Alley Porter at 913-385-4635.

1. **Overall.** Please rate your overall satisfaction with the following major categories of services provided by the City of Prairie Village using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police services	5	4	3	2	1	9
02. Overall maintenance of city streets, sidewalks and infrastructure	5	4	3	2	1	9
03. Overall quality of city parks/trails/open spaces	5	4	3	2	1	9
04. Overall enforcement of City codes and ordinances	5	4	3	2	1	9
05. Overall quality of customer service you receive from City employees	5	4	3	2	1	9
06. Overall effectiveness of City communication with the public	5	4	3	2	1	9
07. Overall flow of traffic and congestion management in the City	5	4	3	2	1	9
08. Overall quality of the City's stormwater runoff/stormwater management system	5	4	3	2	1	9
09. Overall quality of trash collection services	5	4	3	2	1	9
10. Overall quality of curbside recycling services	5	4	3	2	1	9

2. Which THREE of the services listed in Question 1 do you think are MOST IMPORTANT for the city to provide? [Write in your answers below using the numbers from the list in Question 1, or circle "NONE".]

1st: \_\_\_\_ 2nd: \_\_\_\_ 3rd: \_\_\_\_ NONE

3. **Perceptions of Prairie Village.** Several items that may influence your perception of the City of Prairie Village are listed below. Please rate your satisfaction with each item using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
2. Overall image of the city	5	4	3	2	1	9
3. How well the city is planning growth	5	4	3	2	1	9
4. Overall quality of life in the city	5	4	3	2	1	9
5. Overall feeling of safety in the community	5	4	3	2	1	9
6. Overall quality of services provided by the city	5	4	3	2	1	9

4. Please rate the City of Prairie Village with regard to each of the following using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor."

How would you rate The City of Prairie Village...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to retire	5	4	3	2	1	9
4. As a community that is moving in the right direction	5	4	3	2	1	9

5. **City Leadership.** Please rate your satisfaction with each of the following using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of leadership provided by the city's elected officials	5	4	3	2	1	9
2. Overall effectiveness of appointed boards and committees	5	4	3	2	1	9
3. Overall effectiveness of City Administration	5	4	3	2	1	9

6. **Police Department.** Please rate your satisfaction with each of the following using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The visibility of police in neighborhoods	5	4	3	2	1	9
2. The visibility of police in commercial and retail areas	5	4	3	2	1	9
3. How quickly police respond to emergencies	5	4	3	2	1	9
4. The City's efforts to prevent crime	5	4	3	2	1	9
5. Enforcement of local traffic laws	5	4	3	2	1	9
6. Quality of animal control services	5	4	3	2	1	9

7. Which TWO of the Police Department services listed in Question 6 do you think are MOST IMPORTANT for the city to provide? [Write in your answers below using the numbers from the list in Question 6, or circle "NONE".]

1st: \_\_\_\_ 2nd: \_\_\_\_ NONE

8. **City Maintenance.** Please rate your satisfaction with each of the following using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of City streets	5	4	3	2	1	9
02. Maintenance of City sidewalks	5	4	3	2	1	9
03. Maintenance of street signs and traffic signals	5	4	3	2	1	9
04. Condition of pavement markings on streets	5	4	3	2	1	9
05. Accessibility of streets, sidewalks, & buildings for people with disabilities	5	4	3	2	1	9
06. Maintenance of city buildings	5	4	3	2	1	9
07. Snow removal on major City streets	5	4	3	2	1	9
08. Snow removal on neighborhood streets	5	4	3	2	1	9
09. Mowing and trimming of island and other City owned property	5	4	3	2	1	9
10. Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
11. Adequacy of City street lighting	5	4	3	2	1	9

9. Which TWO of the city maintenance services listed in Question 8 do you think are MOST IMPORTANT for the city to provide? [Write in your answers below using the numbers from the list in Question 8, or circle "NONE".]

1st: \_\_\_\_ 2nd: \_\_\_\_ NONE

10. **Code Enforcement.** Please rate your satisfaction with each of the following using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the cleanup of litter and debris on private property	5	4	3	2	1	9
2. Enforcing the mowing and trimming of grass and weeds on private property	5	4	3	2	1	9
3. Enforcing the exterior maintenance of residential property	5	4	3	2	1	9
4. Enforcing the exterior maintenance of business property	5	4	3	2	1	9

11. Which TWO of the code enforcement services listed in Question 10 do you think are MOST IMPORTANT for the city to provide? [Write in your answers below using the numbers from the list in Question 10, or circle "NONE".]

1st: \_\_\_\_ 2nd: \_\_\_\_ NONE

12. **Parks and Recreation.** Please rate your satisfaction with each of the following using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of City parks	5	4	3	2	1	9
02. The number of City parks	5	4	3	2	1	9
03. Walking and biking trails in the city	5	4	3	2	1	9
04. City swimming pool	5	4	3	2	1	9
05. Quality of outdoor practice ball fields (e.g. baseball, soccer, and softball)	5	4	3	2	1	9
06. Condition of equipment, such as shelters and playgrounds, at City parks	5	4	3	2	1	9
07. Amount of park programming (tennis lessons, skateboarding lessons, etc.) offered by the city	5	4	3	2	1	9
08. Fees that are charged for recreation programs	5	4	3	2	1	9
09. Ease of registering for programs	5	4	3	2	1	9
10. Mowing in City parks	5	4	3	2	1	9

13. Which TWO of the Parks and Recreation services listed in Question 12 do you think are MOST IMPORTANT for the city to provide? [Write in your answers below using the numbers from the list in Question 12, or circle "NONE".]

1st: \_\_\_\_ 2nd: \_\_\_\_ NONE

14. **City Communication.** Where do you currently get news and information about city programs, services, and events? [Check all that apply.]

- |                                          |                               |                                                                   |
|------------------------------------------|-------------------------------|-------------------------------------------------------------------|
| ____ (1) Village Voice (City newsletter) | ____ (4) City website         | ____ (7) City's social networking sites (Facebook, Twitter, etc.) |
| ____ (2) Kansas City Star                | ____ (5) Shawnee Mission Post | ____ (8) Other: _____                                             |
| ____ (3) Television news                 | ____ (6) E-mail updates       |                                                                   |

15. From which THREE sources of information listed in Question 14 would you prefer to get information from the city? [Write in your answers below using the numbers from the list in Question 14, or circle "NONE".]

1st: \_\_\_\_ 2nd: \_\_\_\_ 3rd: \_\_\_\_ NONE

16. Please rate your satisfaction with each of the following using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied".

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	The availability of information about City programs and services	5	4	3	2	1	9
2.	City efforts to keep you informed about local issues	5	4	3	2	1	9
3.	The level of public involvement in local decision making	5	4	3	2	1	9
4.	Village Voice (City newsletter)	5	4	3	2	1	9
5.	The usefulness of the city's website	5	4	3	2	1	9
6.	E-mail updates	5	4	3	2	1	9
7.	City social media accounts	5	4	3	2	1	9

17. **Customer Service.** Have you called or visited the city with a question, problem, or complaint during the past year?

\_\_\_(1) Yes [Answer Q17a-b.]    \_\_\_(2) No [Skip to Q18.]    \_\_\_(9) Don't Know [Skip to Q18.]

17a. How easy was it to contact the person you needed to reach?

\_\_\_(4) Very Easy                      \_\_\_(2) Difficult                      \_\_\_(9) Don't Know  
 \_\_\_(3) Somewhat Easy                \_\_\_(1) Very Difficult

17b. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. For each item, please rate how often the employees you have contacted during the past year have displayed the behavior described using a scale of 1 to 5, where 5 means "Always" and 1 means "Never".

Frequency that...		Always	Usually	Sometimes	Seldom	Never	Don't Know
1.	They were courteous and polite	5	4	3	2	1	9
2.	They gave prompt, accurate, and complete answers to questions	5	4	3	2	1	9
3.	They did what they said they would do in a timely manner	5	4	3	2	1	9
4.	They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

18. **Bicycling.** Listed below are various bicycle riding activities. For each activity, please indicate how many members of your household UNDER AGE 18 currently ride a bicycle for that activity, and approximately how often they ride a bicycle for that activity.

Activity	Number of Riders Under 18:	Frequency				
		Always	At Least Once/Week	Once/Month	Occasionally	Never
1. Exercise		5	4	3	2	1
2. Transportation		5	4	3	2	1
3. Recreation		5	4	3	2	1

19. Listed below are various bicycle riding activities. For each activity, please indicate how many members of your household AGE 18 AND OVER currently ride a bicycle for that activity, and approximately how often they ride a bicycle for that activity.

Activity	Number of Riders 18 and Over:	Frequency				
		Always	At Least Once/Week	Once/Month	Occasionally	Never
1. Exercise		5	4	3	2	1
2. Transportation		5	4	3	2	1
3. Recreation		5	4	3	2	1

20. How important is it that the city allocate funds to bicycle infrastructure (e.g. bike lanes, signs, pavement markings, trails)?

\_\_\_(5) Very Important      \_\_\_(3) Neutral      \_\_\_(1) Not at All Important  
\_\_\_(4) Important      \_\_\_(2) Not Important

21. **Art.** How important is it for the city to allocate additional funds to the arts in Prairie Village?

\_\_\_(5) Very Important      \_\_\_(3) Neutral      \_\_\_(1) Not at All Important  
\_\_\_(4) Important      \_\_\_(2) Not Important

21a. What specific arts would you like to see? \_\_\_\_\_

22. Community amenities provided by the city can enhance the quality of life in Prairie Village. If you could identify ONE new community amenity that could be provided by the city, what would it be?

\_\_\_\_\_

22a. If you listed something in Q22, would you be willing to pay more in taxes or fees to support this new community amenity?

\_\_\_(4) Very Willing [Answer Q22b.]      \_\_\_(1) Not at all Willing [Skip to Q23.]  
\_\_\_(3) Somewhat Willing [Answer Q22b.]      \_\_\_(9) Don't know [Skip to Q23.]  
\_\_\_(2) Not Willing [Skip to Q23.]

22b. If you would be willing to pay more, how do you propose paying?

\_\_\_(1) Increase property tax      \_\_\_(3) Increase user fees      \_\_\_(5) Other: \_\_\_\_\_  
\_\_\_(2) Increase sales tax      \_\_\_(4) No preference

23. What THREE ideas do you think are MOST IMPORTANT for Prairie Village to focus on during the next two years (number one being highest priority)?

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

24. **Teardown/Rebuild.** Because Prairie Village is fully developed, residential development increasingly involves demolishing an existing home and building a new home in its place. Are you concerned with "teardown/rebuilds"?

\_\_\_(1) Yes [Answer Q24a.]      \_\_\_(2) No [Skip to Q25.]

24a. What is the reason for your concern with the increase in "teardown/rebuilds"?

\_\_\_\_\_

25. The Mayor and 12 elected Council Members serve as the legislative and policy-making body of the city. How supportive are you of Council Members and the Mayor receiving some form of pay for their service to the community?

\_\_\_(4) Very Supportive      \_\_\_(2) Not Supportive      \_\_\_(9) Don't know  
\_\_\_(3) Somewhat Supportive      \_\_\_(1) Not at all Supportive

**DEMOGRAPHICS**

**26. Including yourself, how many people in your household are...**

Under age 5: \_\_\_\_      Ages 15-19: \_\_\_\_      Ages 35-44: \_\_\_\_      Ages 65-74: \_\_\_\_  
Ages 5-9: \_\_\_\_      Ages 20-24: \_\_\_\_      Ages 45-54: \_\_\_\_      Ages 75+: \_\_\_\_  
Ages 10-14: \_\_\_\_      Ages 25-34: \_\_\_\_      Ages 55-64: \_\_\_\_

**27. Approximately how many years have you lived in Prairie Village? \_\_\_\_\_ years**

**28. Where do you plan to retire?**

\_\_\_\_(1) Current Home      \_\_\_\_ (2) Senior Living in Prairie Village      \_\_\_\_ (3) Other: \_\_\_\_\_

**29. Do you own or rent your current residence?      \_\_\_\_ (1) Own      \_\_\_\_ (2) Rent**

**30. What is your age? \_\_\_\_\_ years**

**31. If you have any other suggestions you would like to make, please write them in the space provided below.**

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**This concludes the survey – Thank you for your time!**  
Please return your completed survey in the enclosed postage-paid envelope addressed to:  
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.

**MAYOR'S ANNOUNCEMENTS**  
**Tuesday, January 20, 2026**

Environmental Committee	01/28/2026	5:30 p.m.
VillageFest Committee	01/29/2025	5:30 p.m.
City Council	02/02/2026	6:00 p.m.
Planning Commission	02/03/2026	6:00 p.m.

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**INFORMATIONAL ITEMS**  
**January 20, 2026**

1. Parks and Recreation Committee meeting minutes – October 8, 2025
2. Diversity Committee meeting minutes – November 10, 2025

**PARKS AND RECREATION COMMITTEE**  
**4:00 p.m. | October 8, 2025**  
**City Hall**

**MINUTES**

**Attendance:** Council Member Tyler Agniel, Council Member Cole Robinson; Committee: Greg Bortnick, David Gleason, Diane Mares, Matthew Moeder, Andrew Mohn, Kevin Murphy; Staff: Meghan Boom, James Carney, Melissa Prenger

**Public Participation** – None

**Reports**

1. Chairperson’s Report – Chairman Tyler Agniel opened the meeting.
2. Recreation Report – Ms. Boom reported that the City Committee application process will take place in a bit later this year with applications beginning in January. Appointment will still be scheduled to occur in February/March. Half the committee is up for reappointment each year. She reminded committee members that there is an attendance requirement of 75% of the meetings. If you no longer wish to participate on the committee, please let staff and the Council Chairs know.

Ms. Boom reported that the compost pilot program has been extremely successful. Last spring, the committee approved the placement of compost bins within the park system, and two bins were placed at Harmon Park, near the skate park, and Wassmer Park. The program launched in July of 2025 has exceeded expectations with more than 10 tons of waste diverted from the landfill and almost 500 program participants. The City Council approved the expansion of the program to include the placement of three additional bins. A survey of the community is exploring potential locations with Franklin and Porter parks as the front runners.

The committee supported more diverse locations throughout the city with easy to access parking.

3. Public Works Report—Mr. Carney provided an update:
  - Rubber mulch in the 5-12 play area of Windsor Park being removed this week. Replacing with kiddie cushion mulch. All other parks have received the yearly refreshing of kiddie cushion in the play areas.
  - Tree trimming was completed at Franklin Park, Porter Park, Wassmer Park, and the old playground area of Harmon Park this summer.
  - Fence installation for City Hall basketball court completed.
  - Aeration and over-seeding occurring at all parks.
  - Play stream at Franklin has been closed down for the season.
  - Statue covers being installed in November.

- Franklin Park nature play has been replaced.
- Bennett Park receiving new benches and tables.
- Upgrade of disc golf course at Harmon Park in-progress, back to nine holes.

### **Consent Agenda**

1. Minutes from May 14, 2025 – Mr. Mohn moved to approve the meeting minutes. Mr. Bortnick seconded the motion and it passed unanimously.

### **Old Business – None**

### **New Business**

1. 2025 Recreation Report

Ms. Buum reviewed the 2025 Summer Recreation Report, highlighting the following items related to the aquatics complex and programs:

- Overall, it was another great summer, and the bather load was the highest on record by a few hundred swimmers despite a cold start to the year – we didn't reach 80 degrees until mid-June which impacted the ability to open.
  - The City uses a combined air and water temperature of 130 degrees to determine opening. This was the first time in Ms. Buum's tenure that the policy was invoked. A change in policy to increase that threshold will likely be considered in advance of the 2026 season.
- Membership sales were slightly down from the previous season, but still higher than average.
- The SuperPass program saw fewer visitors overall both to and from Prairie Village. Fairway and Mission both experienced a slight decrease as well.
- Participation in the swim and dive programs remained steady.
- In 2024, the City brought the youth swim lessons program in-house, and we saw good growth in that program in its second year.

Ms. Buum provided a 2025 look ahead:

- Despite hiring around 15 more guards than previous years, staffing levels continue to struggle during the month of August.
- Prairie Village is one of the few pools in our area that opens every weekday once school is back in session. Staff is not currently suggesting a change to our reduced hours policy.
- Hiring adult staff for management positions is becoming more challenging. Staff is working now to get the pool management team set for 2026

Ms. Buum reported on other programs:

- Skateboarding 101 continues to be popular. The first session overlapped with spring break in the Shawnee Mission School District, which led to the only session that was not sold out. The conflict will be avoided moving forward. The instructor experienced an injury that required the city to cancel the last session of the year.

- Junior Tennis League had been experiencing a decline in participation but experienced a bounce back in 2025. An assistant coach was added to help manage the program.
- The partnership with JCPRD for youth tennis lessons and day camp at Harmon Park continues to be successful and valuable to the community.

The committee shared a desire to see an increase in the number of lounges on the pool deck, and an improved sound system as the music is extremely loud in certain areas but difficult to hear in others.

2. Windsor Park Trail Discussion – Ms. Prenger reported that the city received \$200,000 in federal funds for trail improvements at Windsor Park to include improved connection to the senior center, ADA compliance, and expansion of the existing trail to eight feet wide. It originally proposed to use concrete for the trail. When presented to the governing body, a council member suggested using asphalt for the trail for ease of walking. A change in material would not impact receipt of funding. Public works will bid both concrete and asphalt so the governing body can make a materials decision at the time of award. A council member also inquired about pour-in-place soft surface, typically seen on playgrounds, for the trail. It is more expensive as it requires both concrete and the soft surface material. Additionally, public works would not be able to maintain the surface internally unlike asphalt and concrete.

Diane Mares supported exploring soft surface as a third option because of the comfort of walking on this type of material. Mr. Gleason expressed concern over the cost, with limited difference in ease on the joints except for serious runners and athletes. Council Members Agniel and Robinson expressed a preference for concrete and asphalt. In an informal show of hands, the majority of committee members present preferred exploring just asphalt and concrete. Ms. Mares preferred exploring the third option.

## **Information Items**

Matt Moeder moved to cancel the November 12, 2025 meeting. Andy Mohn seconded the motion and it passed unanimously.

## **Adjournment**

# Prairie Village Diversity Committee Meeting

## November 10, 2025 Minutes

Attendees: David Magariel, Joe Pachman, Anitha Patterson, Ron Nelson, Karen Heath, Chi Nguyen, Chief McCullough, Tim Schwartzkopf

### 1. Approval of Agenda and Land Acknowledgement

- Chi Nguen called the meeting to order and requested a motion to approve the agenda.
- A motion is made by David and seconded to approve the minutes for the last meeting. The committee unanimously approves the minutes as presented. Minutes from the October 14 meeting are approved
- Land acknowledgment is made, recognizing the ancestral land of the Kickapoo, Osage, and Kansas tribes.

### Introduction of Guests and Committee Member's Departure

- Ron Nelson introduced Fred Sherman from the Johnson County Election Office and members from the ACLU who are in attendance.
- Ron Nelson announced that this is Chi's last committee meeting as a councilmember and thanked her for her service.

### Discussion on Voter Access Resolution

- Chi Nguen introduced the new business topic: voter access discussion with the Johnson County Election Office.
- Ron Nelson explained the purpose of the meeting and the non-binding voter access resolution.
- Fred Sherman from the Johnson County Election Office began to address concerns but does not have a formal presentation.
- Fred Sherman explained the structure of election administration in Kansas, including the role of the Secretary of State and the four counties with appointed Election Commissioners. He discussed the federal guidelines for providing election materials in alternative languages and the threshold for counties to meet. The Secretary of State provides materials in Spanish for the six counties that meet the federal threshold.

### Concerns and Clarifications on Resolution Language

- Fred Sherman questioned the specifics of the proposed non-binding resolution, particularly the requirement to provide materials in Spanish to all voters.

- David Magariel clarified that the resolution only requires materials to be available upon request at in-person polling places and through the advanced voting process.
- Fred Sherman expressed concerns about the potential legal and policy implications of providing materials in only one language.
- David Magariel and Fred Sherman then discussed the importance of educating voters about their rights and the existing legal framework for language access.
  
- The Committee discussed the logistics of implementing the resolution, including the role of the Secretary of State and the Johnson County Election Office. The Committee emphasized the importance of the resolution in empowering voters and ensuring accessibility. The committee discusses the timing of the resolution's presentation to the city council and the potential impact of new council members.
  
- Logan DeMond from the ACLU of Kansas spoke in support of the resolution, emphasizing the importance of taking further action to make elections more accessible.
- A motion was made, seconded, and passed to send the resolution to the city council for consideration on a date to be determined in consultation with staff.

## **Future Planning**

- The committee discussed the logistics of the December meeting and the possibility of having a planning meeting in January.
- The committee discussed the importance of the MLK service day and the need to plan it early to ensure sufficient participation and donations.
- The meeting concluded with a discussion on the upcoming city council meeting and the importance of community engagement and inclusivity.