

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 03, 2018
6:00 PM**

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

Citizens Police Academy Graduation

- VII. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

- 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. Approve the regular City Council meeting minutes - November 19, 2018
- 2. Approve the contract for electrical services to Pro Circuit for 2019 and renewal in 2020 and 2021
- 3. Approve the contract for painting services to In and Out Painting for 2019 and renewal in 2020 and 2021
- 4. Approve the contract for tree planting services to Rosehill Gardens for 2019 and renewal in 2020 and 2021
- 5. Approve the contract for materials testing service with Kaw Valley Engineering for 2019 with renewal in 2020 and 2021
- 6. Approve December 2018 Cereal Malt Beverage license
- 7. Approve 2019 Cereal Malt Beverage licenses
- 8. Approve the renewal of the Blue Valley Public Safety contract for the City's outdoor warning siren system maintenance for 2019
- 9. Approve the renewal of Information Technology Services between Johnson County DTI and the City of Prairie Village

- IX. **COMMITTEE REPORTS**

- X. **MAYOR'S REPORT**

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

United Community Services (UCS) presentation
Marya Schott

COU2018-51 Consider approval of the 2019 contribution allocation recommended by UCS for the Human Services Fund grants
Marya Schott/Lisa Santa Maria

COU2018-52 Consider approval of the 2019 contribution allocation recommended by UCS for the Alcohol Tax Fund
Marya Schott/Lisa Santa Maria

COU2018-53 Ratify the Mayor's appointment of Adam Geffert to serve as the City Clerk
Alley Porter

Swear in Adam Geffert as City Clerk
Dan Runion

ADA Appeal by James Olenick related to City planned playground projects
James Olenick

COU2018-54 Consider approval of the purchase and installation of the 2018 parks play set package at Franklin Park
Keith Bredehoeft

COU2018-55 Consider approval of the submittal of the Preliminary Engineering Study (PES) to the Johnson County SMAC Program for the 68th and Mission Road Stormwater Improvements Project
Keith Bredehoeft

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

XV. ANNOUNCEMENTS

XVI. 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 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



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
November 19, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 19, 2018, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Laura Wassmer presided.

ROLL CALL

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Ronald Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden (via telephone), Ted Odell, and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Melissa Prenger, Public Works Project Manager; Interim City Attorney David Waters and Tammy Somogye, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Alley Porter, Assistant City Administrator, Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk. Also present were Teen Council members Ethan Wolf, Wenhan Sun, Mary Kate Gallagher and Sophie Rice.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Brooke Morehead moved the approval of the agenda for November 19, 2018 as presented. Tucker Poling seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS & SCOUTS

No students or scouts were in attendance.

PRESENTATIONS

Annual CID Update

Michelle Pitsenberger, Regional Property Manager, and Gregg Zike, Senior Vice President with First Washington, provided the annual update on the City's CID projects at Corinth Square and Prairie Village Shopping Centers. They reviewed capital investments and improvements undertaken in the past year, community activities supported and plans for the future. Mr. Zike reviewed tenant renewals and new tenants at the shopping centers, noting that the centers are 98.2% leased. He responded to questions from the Council.

Johnson County Parks & Recreation District - Meadowbrook Update



Jeff Stewart, Deputy Director of Johnson County Parks & Recreation District, provided the City Council with an update on Meadowbrook Park reviewing the status of development for each of the areas of the park and potential future amenities. Mr. Stewart noted that the area south of Meadowbrook Parkway including 3.75 miles of trails is open to the public. The activity center, which will feature a rentable event space and be home to a childcare center and JCPRD 50+ Program staff, is still under construction. An aerial tour of the site was presented.

PUBLIC PARTICIPATION

Mayor Wassmer opened public participation for comments on the proposed non-discrimination ordinance asking speakers to limit their comments to three minutes and that only individuals who had not addressed the Council previously speak unless they have new information.

The following individuals spoke in support of the proposed non-discrimination ordinance: Piper Reimer, 4711 West 80th Street; Beth Koon, 7315 West 55th Place, Overland Park; Jeff Harris, 2512 West 51st Street, Westwood; Doug Smith, 5808 West 90th Terrace, Overland Park; Leigh Rysko, 4516 West 70th Street; Zach Mardan, 8833 Ensley Court, Leawood; Jerry Stogsdill, 4414 Tomahawk Road; Leslie Abbey, 7615 Chadwick; Melissa Gard, 7325 Birch; Amy Bucher-Long, 2904 West 72nd Street; Al Frisby, Merriam City Councilman; Paul Gorelick, 8040 Pawnee and Cindy Connellan, 5516 West 81st Terrace.

The following individuals spoke in opposition to the proposed non-discrimination ordinance: Susan Birchler, 5417 West 65th Terrace and Helen Quarnstrom, 5121 West 76th Street.

With no one else to address the Council, public participation was closed at 7:00 p.m.

CONSENT AGENDA

Mayor Laura Wassmer asked if there were any items to be removed from the consent agenda and discussed.

Sheila Myers moved for the approval of the Consent Agenda of November 19, 2018:

- 1. Approval of the Regular City Council meeting minutes for November 5, 2018.**
- 2. Ratification of the Mayor's appointment of Fred Grunwald, Beth Held and Jessica Skyfield to the Prairie Village Environmental Committee completing unexpired terms expiring February 2021.**
- 3. Ratification of the Mayor's appointment of Cathy Groves to the Prairie Village Foundation completing the unexpired term of Brandi Fisher ending March 2019.**
- 4. Approval of a waiver of the past due storm water special assessments on Lot 23 in Paddock Court in the amount of \$17,611.19.**



A roll call vote was taken with the following votes cast: “aye” Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

COMMITTEE REPORTS

Parks and Recreation Committee

Consider renaming Prairie Park to Shaffer Park in accordance with City Council Policy CP501.

Chad Herring reported at their October 10th meeting the committee considered and approved the request to recommend the City rename Prairie Park to “Shaffer Park” in accordance with City Council Policy CP501. It was noted the policy does not include procedures for implementation, some parks had been named for Mayors not serving four years and suggested that at a later meeting the Council re-examine the policy.

Brooke Morehead moved the City Council approve the renaming of Prairie Park to Shaffer Park in accordance with City Council Policy CP501. The motion was seconded by Serena Schermoly and passed unanimously.

MAYOR’S REPORT

Mayor Wassmer attended the Council of Mayors Legislative Dinner where the mayors shared with legislative members their continuing priorities including the return of local control and reversal of the tax lid. She has met with Mayor-elect Mikkelson to discuss transition planning and participated in the interviews for a new City Clerk. She attended the Lathrop & Gage open house, NE Mayors Lunch, NEJC Chamber Gala and the presentation by the Jewish Community Relations Board dinner where the Henry Bloch award was presented to Irv Hockaday.

Ron Nelson noted and recognized three newly elected legislators in attendance at the meeting. Mayor Wassmer also acknowledged the presence of newly appointed Environmental Committee members Fred Grunwald and Beth Held.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported MADD recognized Officers Zac Blakemore, Sarah Magin and Jon Mixdorf for their efforts in combating drunk driving at a reception on November 3.
- The Department’s annual “Shop with a Cop” will be held on Thursday, December 6.
- Chief Schwartzkopf provided an update on the Mental Health Co-responder Program noting that in 2019 the co-responder shared services would be with Leawood with other NE cities making other arrangements for service. This



amended agreement will increase the amount of time the Mental Health representative is assigned to Prairie Village.

Public Works

- Melissa Prenger provided an update on North Park plans announcing that an open meeting would be held on Tuesday, November 27 at the Community Center between 5:30 and 7:30 for residents to review plans.
- Public Works crews are putting up holiday lights at city facilities and gearing up for possible snow.
- City construction projects are in the process of wrapping up. Roe Avenue will have concrete laid this week, an asphalt ledge put in next week and complete the remainder of the project next spring.

Administration

- Lisa Santa Maria reported the City has received a Aaa Bond Rating for the 10th year. Prairie Village is the smallest Kansas city to hold a Aaa rating.

Brooke Morehead thanked Mrs. Santa Maria for the budget insert included in the latest Village Voice.

OLD BUSINESS

COU2018-50 Consider approval of the adoption of a non-discrimination ordinance

At the October 15, 2018 City Council meeting the City Attorney and staff were directed to consider several revisions to the proposed non-discrimination ordinance to strengthen the operational structure and framework of the enforcement process. City Administrator Wes Jordan reviewed the following changes made to the original draft ordinance:

- Utilizes the City Prosecutor as the “Investigator” and the Municipal Judge(s) as the “Hearing Officer”.
- Focused enforcement on the areas of employment, housing and public accommodation.
- Strengthen language to compel respondent compliance with the investigation
- Address how evidence is handled
- Remove provision for fees to be assessed to the non-prevailing party
- Revise definition of sexual orientation to align with a more inclusive definition.

Tammy Somogye reviewed section by section changes made to the draft ordinance that were intended to enhance the clarity of the ordinance, particularly as it relates to enforcement provisions. The Council engaged in extensive discussion on what organizations would be subject to the provisions of the ordinance, how the ordinance would be enforced (particularly as it relates to religious organizations/schools), proposed penalties for violation, how the rulings could be appealed and wording of definitions and provisions. Different scenarios were presented and clarified as to whether they would be covered by the ordinance.



Ted Odell moved the City Council approve the ordinance against discrimination as presented. The motion was seconded by Andrew Wang.

Mayor Wassmer noted there were several concerns and potential changes discussed and requested the Council take action on those items before voting on Mr. Odell's motion.

Tucker Poling moved to amend the ordinance by removing paragraph D(2) from Section 5-803 entitled "Unlawful Practices" The motion was seconded by Jori Nelson and failed by a vote of 5 to 7 with council members Schermoly, Wang, Morehead, Runion, McFadden, Odell and Gallagher voting in opposition..

Terrence Gallagher moved to amend the ordinance by removing the words "with more than four tenant units" from Section 5-801 (k) entitled "Place of public accommodation". The motion was seconded by Serena Schermoly and passed by a vote of 9 to 3 with council members Wang, Runion and Odell voting in opposition.

Tucker Poling moved to further amend the ordinance by changing \$500 to \$1000 in Section 5-804(f) entitled "Enforcement" subject to the city's authority to do so. Jori Nelson seconded the motion which failed by a vote of 5 to 7 with council members Nelson, Wang, Morehead, McFadden, Runion, Odell and Gallagher voting in opposition.

Ron Nelson moved to further amend the ordinance by changing \$500 to "up to \$1000" in Section 5-804(f) entitled "Enforcement" subject to the city's authority to do so. Chad Herring seconded the motion which passed by vote of 9 to 3 with council members Wang, Morehead and Odell.

Chad Herring moved to further amend the ordinance by replacing "he/she" in Section 5-801 (a) to "such individual"; replacing "i.e." with "e.g." in Section 5-801(f) and Section 5-801(d) and adding the word "next" before day in Section 5-801(d). The motion was seconded by Ron Nelson and passed unanimously.

Chad Herring moved to further amend the ordinance amending Section 5-801(g) "Gender Identity" by adding "(by the individual or another)" to parallel Section 5-801(p) "Sexual orientation". The motion was seconded by Tucker Poling and passed unanimously.

Serena Schermoly moved to further amend the ordinance amending Section 5-801(f) replacing "employing four or more employees" with "employing one or more employees". The motion was seconded by Tucker Poling and passed by a vote by a vote of 8 to 4 with Wang, Morehead, Runion, Odell.

Mayor Wassmer confirmed that a majority of the Council did not desire to exempt any additional entities such as State, Federal, County and School Districts.

Mayor Wassmer called for a vote on the motion approving the non-discrimination ordinance with the amendments approved. The motion passed unanimously. She stated the ordinance will need to come back to the City Council in December for formal approval.



Mayor Wassmer stated staff is seeking direction on notification of businesses and rental property owners that will be impacted by this ordinance.

Terrence Gallagher moved to direct staff to develop a communication tool for the notification of businesses and rental property owners of the non-discrimination ordinance and its impact on them. The motion was seconded by Sheila Myers and passed by a vote of 10 to 2 with Mr. Nelson and Mr. Odell voting in opposition.

Staff confirmed the Council is no longer directing staff to prepare a non-discrimination resolution specifying that the City is committed to complying with Federal and State law prohibiting illegal discrimination.

NEW BUSINESS

There was no New Business to come before the City Council.

COUNCIL COMMITTEE OF THE WHOLE

There were no items for consideration by the Council Committee of the Whole.

Executive Session

Dan Runion moved that the Governing Body, recess into Executive Session for 15 minutes to provide an update on the staffing transition for the City Clerk's position pursuant to KSA 75-4319 (b) (1) for the purpose of consulting with the City Attorney on personnel matters of nonelected personnel. Present will be the Mayor, City Council, City Administrator, Assistant City Administrator and City Attorney. The motion was seconded by Brooke Morehead and passed unanimously. The open meeting will resume in the City Council Chambers at 9:20 p.m.

Mayor Wassmer stated it is 9:20 p.m. and the Governing Body is reconvened in open session from executive session where no binding action was taken.

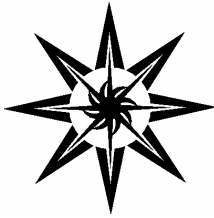
ANNOUNCEMENTS

Mayor Wassmer noted the announcements were included in the Council packet.

ADJOURNMENT

With no further business to come before the City Council, Mayor Wassmer declared the meeting adjourned at 9:21 p.m.

Joyce Hagen Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/3/2018

Consider Bid Award for Electrical Services

RECOMMENDATION

Staff recommends the City Council approve the contract for Electrical Services to Pro Circuit for 2019 and renewal in 2020 and 2021.

BACKGROUND

On Friday, November 2, 2018 the City Clerk received bids for a three year contract to provide Electrical Services. The contract is to provide Electrical Services for all City facilities. There were three bidders which included Brooks Electrical, Mark One and Pro Circuit. After bid review, Pro Circuit is the apparent low bidder. As this is a new Contractor, City staff completed reference checks which were positive.

FUNDING SOURCE

Funding is available in the 2019 Operating Budget totalling \$32,500.

ATTACHMENTS

1. Bid sheet
2. Contract for Electrical Services with Pro Circuit

PREPARED BY

Suzanne Lownes, Office Manager, Public Works

November 21, 2018

Bid Tab: Electrical Service
Opened on November 2, 2018

Bidder: Mark One

BID ITEMS	2019	2020	2021
Hourly Rate	\$ 80.00	\$ 80.00	\$ 80.00
Overtime Rate	\$ 120.00	\$ 120.00	\$ 120.00
Holiday Rate	\$ 160.00	\$ 160.00	\$ 160.00
Equipment Rates			
Scaffold	\$80.00/\$10.00	\$80.00/\$10.00	\$80.00/\$10.00
Scissor Lift	\$300.00/\$37.50	\$300.00/\$37.50	\$300.00/\$37.50
Genie Lift	\$300.00/\$37.50	\$300.00/\$37.50	\$300.00/\$37.50
Bucket Truck	\$300.00/\$37.50	\$300.00/\$37.50	\$300.00/\$37.50
Materials			
Purchase Invoice Cost Plus	10%	10%	10%

Bidder: Brooks Electrical

	2019	2020	2021
	\$ 65.00	\$ 65.00	\$ 65.00
	\$ 97.50	\$ 97.50	\$ 97.00
	\$ 130.00	\$ 130.00	\$ 130.00
Market Price	Market Price	Market Price	Market Price
Market Price	Market Price	Market Price	Market Price
Market Price	Market Price	Market Price	Market Price
	\$95.00 HR	\$95.00 HR	\$95.00 HR
	20%	20%	20%

Bidder: Pro Circuit

BID ITEMS	2019	2020	2021
Hourly Rate	\$ 60.00	\$ 60.00	\$ 60.00
Overtime Rate	\$ 80.00	\$ 80.00	\$ 80.00
Holiday Rate	\$ 100.00	\$ 100.00	\$ 100.00
Equipment Rates			
Scaffold	\$50.00/\$10.00	\$50.00/\$10.00	\$50.00/\$10.00
Scissor Lift	\$80.00/\$15.00	\$80.00/\$15.00	\$80.00/\$15.00
Genie Lift	\$60.00/\$12.00	\$60.00/\$12.00	\$60.00/\$12.00
Bucket Truck	\$400.00/\$75.00	\$400.00/\$75.00	\$400.00/\$75.00
Materials			
Purchase Invoice Cost Plus	10%	10%	10%

Bidder:

	2019	2020	2021

Bidder:

BID ITEMS	2019	2020	2021
Hourly Rate			
Overtime Rate			
Holiday Rate			
Equipment Rates			
Scaffold			
Scissor Lift			
Genie Lift			
Bucket Truck			
Materials			
Purchase Invoice Cost Plus			

Bidder:

	2019	2020	2021

AGREEMENT for ELECTRICAL SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2019 through 2021 with the following terms and conditions.

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

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

1.0 Service Specifications

- 1.1 The Contractor will provide electrical repair services and data cabling in City buildings and on City grounds.
- 1.2 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.3 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.4 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.5 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.6 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be preformed between 7:00am through 3:30pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the

Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.16 This Agreement is for the period of January 1, 2019 through December 31, 2021. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.
- 2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of these services are:

Contractor Rates	2019 Rate	2020 Rate	2021 Rate						
Hourly Rate	60	60	60						
Overtime Rate	80	80	80						
Holiday Rate	100	100	100						
Equipment Rates	2019 Daily Rate	2019 Hourly Rate		2020 Daily Rate	2020 Hourly Rate		2021 Daily Rate	2021 Hourly Rate	
Scaffold	50	10		50	10		50	10	
Scissor Lift	80	15		80	15		80	15	
Genie Lift	60	12		60	12		60	12	
Bucket Truck	400	75		400	75		400	75	
Materials	2019 % of Markup			2020 % of Markup			2021 % of Markup		
Purchase Invoice Cost Plus	10			10			10		

4.0 References

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

Company: Port Authority of Kansas City Contact: James Mulick

Phone #: 816-559-3727 Email: jmulick@portkc.com

Brief Description on Work: Maintain all electrical systems for interior/exterior lighting and data cable terminations for Port Authority facilities and public offerings.

Company: Eitas of Jackson County Contact: Marvin Blake

Phone #: 816-804-5077 Email: 1facility@eitas.org

Brief Description on Work: Maintain electrical systems and lighting repairs for twelve facilities, including offices, vehicle fleet facilities, and maintenance department.

Company: City of Grandview, Missouri Contact: Guy Vincent

Phone #: 816-564-5746 Email: gvincent@grandview.org

Brief Description of Work: Maintain electrical systems, including exterior holiday lighting.

Contractor Contact: Gary Smith

Company Name: Pro Circuit, Inc.

Address: 4925 Deramus Ave.

Kansas City, MO 64120

Telephone Number: 816-474-9292

Fax Number: 816-474-7878

Email: garysmith@procircuitinc.com

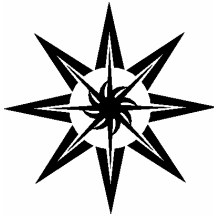
/s/  11-2-2018
Contractor Agent Date

ATTEST:

/s/ _____
Joyce Hagen Mundy, City Clerk Date

/s/ _____
David Waters, City Attorney Date

/s/ _____
Laura Wassmer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/3/2018

Consider Bid Award for Painting Services

RECOMMENDATION

Staff recommends the City Council approve the contract for Painting Services to In and Out Painting for 2019 and renewal in 2020 and 2021.

BACKGROUND

On Friday, November 2, 2018, the City Clerk received bids for a three year contract to provide Painting Services. The contract is to provide Painting Services for all City facilities. There were two bidders; Blue Bear and In and Out Painting. After bid review, In & Out Painting is the apparent low bidder. In and Out Painting has provided this service in the past.

FUNDING SOURCE

Funding is available in the 2019 Operating Budget totalling \$29,500.

ATTACHMENTS

1. Bid Sheet
2. Contract for Painting Services with In and Out Painting

PREPARED BY

Suzanne Lownes, Office Manager, Public Works

November 21, 2018

AGREEMENT for PAINTING SERVICES

This Agreement, made this 2nd day of November, 2018, by and between In And Out Painting, LLC, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2019 through 2021 with the following terms and conditions.

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

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

1.0 **Service Specifications**

- 1.1 The Contractor will provide painting services in City buildings and on City grounds.
- 1.2 The Contractor is required to properly prepare all interior/exterior work to eliminate all defects.
- 1.3 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.4 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.5 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.6 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 **General**

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone: (913) 385-4644, fax: (913) 642-0117, email: jcarney@pvkansas.com will be the City coordinator for the Contractor in providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise scheduled or approved by the City. Work after normal working hours may be required due to building scheduling.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing

fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.16 This Agreement is for the period of January 1, 2019 through December 31, 2021. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.
- 2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of these services are:

Description	Units	Pricing 2019	Pricing 2020	Pricing 2021
<i>Interior Painting</i>				
Gypsum Walls	Per sq. ft.	.47	.48	.49
Gypsum Ceilings	Per sq. ft.	.50	.51	.52
Standard Wood Door	Per unit	42.00	43.00	44.00
Standard Metal Door	Per unit	42.00	43.00	44.00
Standard Doorframe	Per unit	42.00	43.00	44.00
Standard Metal Doorframe	Per unit	42.00	43.00	44.00
Wood Trim "Running"	Per ft.	.60	.61	.62
<i>Exterior Painting</i>				
CMU Walls	Per sq. ft.	.44	.45	.46
Wood Siding & Misc.	Per sq. ft.	.56	.57	.58
<i>Trim</i>				
Wood Fence	Per sq. ft.	.77	.78	.79
Metal Chain Link Fence	Per sq. ft.	.78	.79	.80
<i>Swimming Pool</i>				
Pool Painting Preparation	Per sq. ft.	1.50	1.55	1.60
Epoxy Pool Coatings (2 coats)	Per sq. ft.	1.17	1.18	1.19
Epoxy Lane Marking (2 coats)	Per running ft.	2.60	2.65	2.70

4.0 References

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

Company: Baron Contracting Contact: Jeff Bakarich
 Phone #: 913-322-4400 Email: jeffb@baroncontracting.com
 Brief Description on Work: Corporate Woods Office Park painting and wallcovering work through the entire office park.

Company: Jonkman Construction Contact: Ryan Doll
 Phone #: 816-221-4751 Email: ryan@jonkmanconstruction.com
 Brief Description on Work: olathe Tech Park Farmers Insurance painting interior and exterior of all six office buildings.

Company: First Federal Bank Contact: Bob Lewis
 Phone #: 816-223-3364 Email: bob.lewis@ffbkc.com
 Brief Description of Work: Painting and wallcovering work at various bank and office locations throughout Missouri and Kansas

Contractor Contact: Frank Martino Jr.
 Company Name: In and Out Painting LLC
 Address: 118 NW Business Park Lane
Riverside, Missouri 64150
 Telephone Number: 816-783-5555
 Fax Number: 816-399-2737
 Email: frank@inandoutpaintkc.com

/s/  10-30-2018
 Contractor Agent Date

ATTEST:

/s/ _____
 Joyce Hagen Mundy, City Clerk Date

/s/ _____
 David Waters, City Attorney Date

/s/ _____
 Laura Wassmer, Mayor Date



Consider Bid Award for Tree Planting Services

RECOMMENDATION

Staff recommends the City Council approve the contract for Tree Planting Services to Rosehill Gardens for 2019 and renewal in 2020 and 2021.

BACKGROUND

On Friday, November 2, 2018, the City Clerk received bids for a three year contract to provide Tree Planting Services. The contract is to provide Tree Planting Services for the City replacement trees. There was one bidder, Rosehill Gardens. Rosehill Gardens has provided tree planting services in the past for the City with good results.

Rosehill Gardens	2019	2020	2021
1-1/2 to 2 inch Caliper Tree Installation	\$156.00	\$161.00	\$165.00
2-1/2 to 3 inch Caliper Tree Installation	\$193.00	\$200.00	\$205.00
% of Markup on Tree Cost	0% (wholesale cost)	0% (wholesale cost)	0% (wholesale cost)

Given current wholesale tree pricing for a 1-1/2 to 2 inch caliper tree the total cost to install a new tree would be an approximate 15% increase compared to 2018 pricing. To plant a 2-1/2 to 3 inch caliper tree would be an approximate 4% increase from 2018 pricing. In 2018 our contractor charged a 10% markup on the cost of the tree. Rosehill does not charge a markup. Rosehill's bid prices are an increase over the 2018 but we do believe that these are reasonable prices for these services.

FUNDING SOURCE

Funding is available in the 2019 Grounds Operating Budget totalling \$30,000.

ATTACHMENTS

1. Contract for Tree Planting Services with Rosehill Gardens

PREPARED BY

Suzanne Lownes, Office Manager, Public Works

November 21, 2018

AGREEMENT for TREE PLANTING SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2019 through 2021 with the following terms and conditions.

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

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

1.0 **Service Specifications**

- 1.1 The Contractor will provide services of planting trees throughout the City. The types and species of trees as indicated in Attachment #1.
 - 1.2 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
 - 1.3 The Contractor will contact the City coordinator immediately if a problem or conflict arises on the jobsite or with a homeowner. The City coordinator can be reached at the phone numbers provided in section 2.2.
 - 1.4 The City will inspect the work and report to the Contractor's supervisor any problems.
 - 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working condition.
 - 1.6 The Contractor shall provide to the property owner 24 hours notice prior to commencing any work. The Contractor shall communicate immediately any changes in work schedule to the City. The City will approve the notice prior to use.
 - 1.7 The Contractor shall assign one person who shall serve as contact for the City for purposes of scheduling work and maintaining communication. The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
 - 1.8 The Contractor will advise the City coordinator each day of work schedule and work completion. The Contractor may do this in person or by calling the City coordinator at the numbers provided in section 2.2.
 - 1.9 The Contractor is admonished that the crews will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- ### 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

- 5.6 Inspection of the planting work, to determine its completion for beginning the Guarantee Period, will be made by the City upon notice requesting such inspection by the Contractor at least seven (7) calendar days prior to the anticipated date. All trees must be alive, healthy and planted properly in order to be considered complete. Each phase of this project will be inspected separately if the project is installed in phases.
- 5.7 The City will make final inspection of the planting to determine its final acceptance at the conclusion of the Guarantee Period. No trees will be accepted unless they are alive and healthy.
- 5.8 The Contractor shall replace any plants that are dead or, in the opinion of the City, in an unhealthy or unsightly condition, and/or have lost their natural shape due to dead branches. The cost of such replacement(s) shall be borne 100 percent by the Contractor.

6.0 Fee Schedule

6.1 2019 Pricing

Tree Planting:

1 ½" - 2" Caliper Tree

\$156

Planting Price Per Tree

2 ½" - 3" Caliper Tree

\$193

Planting Price Per Tree

Tree Purchasing:

Purchase invoice cost plus

0%

Percentage of Markup

6.2 2020 Pricing

Tree Planting:

1 ½" - 2" Caliper Tree

\$161

Planting Price Per Tree

2 ½" - 3" Caliper Tree

\$200

Planting Price Per Tree

Tree Purchasing:

Purchase invoice cost plus

0%

Percentage of Markup

6.3 2021 Pricing

Tree Planting:

1 ½" - 2" Caliper Tree

\$165

Planting Price Per Tree

2 ½" - 3" Caliper Tree

\$205

Planting Price Per Tree

Tree Purchasing:

Purchase invoice cost plus

0%

Percentage of Markup

- 6.4 If the Contractor is providing the Trees for purchase from their own nursery and will not be purchasing them from an outside supplier and will not be instituting a Percentage of Markup as indicated in bid items 6.1 through 6.3 for **Tree Purchases**, then the Contractor should submit their current wholesale pricelist with the bid submission so that the City can easily determine best cost between the bids.

7.0 References

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

Company: City of Lawrence Contact: Crystal Miles
Phone #: 785 423-0877 Email: cmiles@lawrenceks.org
Brief Description on Work: Planting Street trees in Row for both old & new residential

Company: City of Lees Summit Contact: Andy Carr
Phone #: 816 738-0153 Email: andrew.carr@cityofls.net
Brief Description on Work: planting & maintaining various city properties

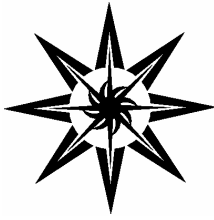
Company: City of KCMO Contact: Devin Wetzel
Phone #: 816 729-1252 Email: devin.wetzel@kcmo.org
Brief Description of Work: landscaping various city owned properties

Contractor Contact: John McLenon
Company Name: Roschill Gardens
Address: 311 E 135th St
KCMO 64145
Telephone Number: (816) 941-4777
Fax Number: 816 941-4779
Email: jmlenon@roschillgardens.com
/s/ [Signature] 10/18/18
Contractor Agent Date

ATTEST:
/s/ _____
Joyce Hagen Mundy, City Clerk Date

/s/ _____
David Waters, City Attorney Date

/s/ _____
Laura Wassmer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 3, 2018

CONSIDER ANNUAL SERVICE AGREEMENT FOR 2019 to 2021 MATERIALS TESTING WITH KAW VALLEY ENGINEERING, INC.

RECOMMENDATION

Staff recommends the City Council approve the 2019 to 2021 Materials Testing Service Agreement with Kaw Valley Engineering, Inc.

BACKGROUND

Two companies submitted bids for this program. Since this is an on-call contract, the low bidder was determined by estimating the number and type of tests that will be required and multiplying those times the unit prices submitted by each company.

Kaw Valley Engineering, Inc.	\$33,600.00
PSI, Inc.	\$40,615.00

Kaw Valley Engineering had the previous three year contract for the testing program and they have performed well.

FUNDING SOURCE

Funds for this program are budgeted in each individual project.

ATTACHMENTS

1. Agreement with Kaw Valley Engineering, Inc.

PREPARED BY

Melissa Prenger, Senior Project Manager

November 28, 2018

AGREEMENT FOR MATERIAL TESTING SERVICES

Agreement, made this ____ day of _____, by and between KAW VALLEY ENGINEERING, INC. hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar year's 2019, 2020, and 2021 with the following terms and conditions.

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

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

1.0 SERVICE SPECIFICATIONS

- 1.1 The Contractor will provide the services of drilling core samples and testing of construction materials throughout the City. The testing of materials includes, but may not be limited to, asphalt, concrete, aggregate, sub-base and subgrade.
- 1.2 The Contractor shall assign one person who shall serve as the contact for the City for purposes of scheduling tests and maintaining communication.
- 1.3 The Contractor is admonished that the technicians will be properly attired, refrain from abusive language, refrain from improper behavior and be aware that they are representing the City.
- 1.4 The City will inspect the work and report to the Contractor's supervisor any problems.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working condition.

2.0 GENERAL

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City from time to time.
- 2.2 Melissa Prenger, P.E. Sr. Project Manager, at phone: (913) 385-4655, fax: (913) 642-0117, email: mprenger@pvkansas.com will be the City coordinator for the Contractor in providing any service and responding to any special needs.
- 2.3 The City will contact the Contractor 24 hours in advance of any necessary testing. All work shall be performed between 7:00 am and 6:00 pm, Monday through Friday unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

- 2.5 All invoices shall be grouped by the City project number with a clear description of the specific testing provided at each specific location. Invoices are to be sent to Melissa Prenger, Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this Contract, General Liability Insurance covering any and all actions of the Contractor in the performance of this Contract. Minimum limits shall be Bodily Injury \$500,000/\$500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this Contract, Automobile Liability Insurance which shall be written in comprehensive form and shall be protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$350,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The Contractor shall be responsible for death or injury to any persons and for any property damage while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of the Contractor, nor shall it provide to any employee of the Contractor any fringe benefits of any kind.
- 2.8 This agreement is for the period of **January 1, 2019** through **December 31, 2021**. Either party may terminate this agreement by giving thirty (30) days prior written notice to the other party.

3.0 TECHNICAL

- 3.1 The Contractor shall perform all testing, requested by the City, in conformance with all current standards of AASHTO, APWA, ASTM and KDOT.
- 3.2 The City representative who will request inspection services from the Contractor is defined as the Construction Inspector, and will be either the City coordinator or a consultant to the City at the project site.
- 3.3 The Contractor shall furnish a clear, accurate, typed report with all the results of each test within 48 hours of collecting the samples. This report shall include a clear description of the location of each test, the City project number and the name of the City representative on site. Both the test results and the standard specifications should be shown, along with an indication if the material met the appropriate specifications. (i.e. APWA, KCMMB, KDOT) The material mix type shall also be indicated in the report.

- 3.4 The Contractor representative shall attend preconstruction meetings, which will include the City Prime Contractor as well as the City Design Consultant. The Contractor will not charge a fee to the City for attending these meetings.
- 3.5 The Contractor may be directed by the City Inspector to perform testing under the following City Contracts. Project construction dollars for the three years of this agreement is expected to be around \$7,000,000:
- A) Annual Street Resurfacing Program
 - B) Annual Concrete Repair Program
 - C) Annual Storm Drainage Program
 - D) Annual Street Repair Program
 - E) Annual Crack/Slurry Program
 - F) Annual CARS
 - G) Random Testing of Public Works Field Operations
 - L) Other as necessary

SUPPLEMENTAL TERMS AND CONDITIONS:

Consequential Damages - Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Testing and Observations - City understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Contractor will provide test results and opinions based on tests and field observations only for the work tested. City understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. City agrees to the level or amount of testing performed and the associated risk. City is responsible (even if delegated to contractor) for notifying and scheduling Contractor so Contractor can perform these Services. Contractor shall not be responsible for the quality and completeness of other contractor's work or their adherence to the project documents, and Contractor's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Contractor will not supervise or direct the work performed by other contractors or their subcontractors and is not responsible for their means and methods.

Assignment - Contractor shall not assign or subcontract the services provided for herein.

Contractor Contact:

Michael Osbourn

ATTEST:

Address:

Kaw Valley Engineering Inc.

Joyce Hagen Mundy, City Clerk Date

14700 W 114th Terrace

Lenexa, KS 66215

David Waters, City Attorney Date

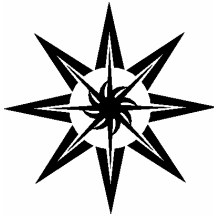
Telephone Number: 913-894-5150

Fax Number: 913-894-5977

Email: mikeo@kveng.com

Laura Wassmer, Mayor Date

CONTRACTOR AGENT DATE



City Clerk

Council Meeting Date: December 3, 2018
Consent Agenda

Approve the issuance of Cereal Malt Beverage License for December, 2018 to the following business

RECOMMENDATION

Staff recommends the City Council approve the issuance of a Cereal Malt Beverage License for December 2018 to the following business:

Minit Mart LLC - Minit Mart located at 9440 Mission Rd

BACKGROUND

The State of Kansas requires a Cereal Malt Beverage license for each business selling cereal malt beverages. The listed business is under new ownership and has submitted an application for December, 2018 Cereal Malt Beverage License to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

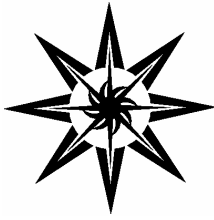
ATTACHMENTS

None

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: 11/27/18



City Clerk

Council Meeting Date: December 3, 2018
Consent Agenda

Approve the issuance of Cereal Malt Beverage Licenses for 2019 to the following businesses

RECOMMENDATION

Staff recommends the City Council approve the issuance of Cereal Malt Beverage Licenses for 2019 to the following businesses:

- Four B Corp - Hen House 22 located at 4050 W 83rd Street
- Four B Corp - Hen House 28 located at 6950 Mission Rd
- Hy-Vee Inc - Store located at 7620 State Line Rd
- Walgreen Co - Store #13032 located at 4016 W 95th Street
- Riamann Liquors of Prairie Village- located at 3917 Prairie Lane
- Minit Mart LLC - Minit Mart located at 9440 Mission Rd

BACKGROUND

The State of Kansas requires a Cereal Malt Beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2019 Cereal Malt Beverage License to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

ATTACHMENTS

None

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: 11/27/18



POLICE DEPARTMENT

Council Meeting Date: December 3, 2018

CONSENT AGENDA: Consider Renewal of the Blue Valley Public Safety Contract for the City's Outdoor Warning Siren System Maintenance for 2019.

RECOMMENDATION

Staff recommends approval of the agreement between the City of Prairie Village and Blue Valley Public Safety in the amount of \$4,356.00 to be paid out of 01-03-21-6000-000 for 2019.

BACKGROUND

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

The Department has experienced no problems with the past contracts and the City Attorney has previously reviewed and approved this document.

ATTACHMENTS

2019 Maintenance Agreement, including Terms and Conditions.

PREPARED BY

Tim M. Schwartzkopf
Chief of Police
November 28, 2018



509 JAMES ROLLO DRIVE ♦ PO BOX 363
 GRAIN VALLEY, MO 64029
 (816) 847-7502

MAINTENANCE AGREEMENT

PO # _____

Maintenance Period: 01-01-19 thru 12-31-19

Payment Period: Annual

Customer Address		Billing Address		
Prairie Village Police Department ATTN: Jennifer Wright, Ex. Asst. 7710 Mission Road Prairie Village, KS 66208				
Phone	Attention of			
Qty.	Model and Description	Unit per Month	Month Total	Annual
4	M/N 2001 Sirens	16.50	66.00	
2	Eclipse-8 Sirens	16.50	33.00	
6	M/N FCTD/DCFCTB Radio Controls	18.00	108.00	
24	Batteries	6.50	156.00	
	Monthly Total:		363.00	
	ANNUAL TOTAL:			\$ 4,356.00

BLUE VALLEY PUBLIC SAFETY

Dee A. Wieduwilt

Dee A. Wieduwilt, Office Manager

Date: 11/27/2018 3:10:00 PM

CUSTOMER

City of Prairie Village, KS

By: _____

Date: _____

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement.

In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.

2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.

3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.

4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.

6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

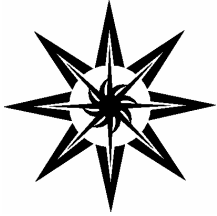
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

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

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

12. *SPECIAL PROVISIONS

_____ 96 _____ Hours response time.



POLICE DEPARTMENT

Council Meeting Date: December 3, 2018

**CONSENT AGENDA: Consider the Renewal of Information Technology Services
between Johnson County DTI and the City of Prairie Village**

RECOMMENDATION

Staff recommends approval of the 2019 DTI contract for \$42,405.00.

COUNCIL ACTION REQUESTED ON: December 3, 2018

BACKGROUND

Johnson County DTI has provided network services and support for the past four years. In early 2017, the City of Prairie Village was able to reduce required services, but still relies on DTI to provide network and security services. DTI provides connectivity on a county-wide basis and allows for operations in each department at a reduced cost.

The included renewal contract is the standard agreement between Johnson County DTI and other municipalities. The only change in the contract is the fee increase of \$5185.00. The change is attributed to DTI raising their rates and also due to the City having an increase in the number of network users. The portions of the contract that pertain to description of managed services, network coverage, and security services have not changed. The City Attorney has previously reviewed and approved the contract.

The total cost of DTI contracted services is within the 2019 IT budget and will not require additional funding.

ATTACHMENTS

2019 Information Technology Services Agreement with DTI

PREPARED BY

Captain Dan Stewart
Staff Services Division Commander
November 27, 2018

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

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into this ____ day of _____, 2018 by and between the City of Prairie Village, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated August 21, 2014, and subsequent Renewal thereof dated January 1, 2017, regarding the provision of information technology services (together hereinafter the “Agreement”); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

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

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended, but with amendment, for an additional term from January 1, 2019 through December 31, 2019 (the “Renewal Term”), subject to the terms and conditions set forth hereinbelow.

2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A and the City agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a high speed data connection of at least 10mb between the City’s facility and any County facility on its high speed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal.

3. Additional Services. The parties agree that during the Renewal Term, if the City requests additional professional services that are not included in the services set forth in Exhibit A, then the County’s hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$41.49	Support Center
Tier 2 Support per hour	\$58.80	Systems, Phone
Tier 3 Support per hour	\$54.08	Networking
Tier 3 Support per hour	\$61.50	Applications
Tier 3 Support per hour	\$66.16	Security
DBA Support per hour	\$80.23	Data Administration
Consulting	\$70.55	Project Management

4. Agreement Effective. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS

By _____
Laura Wassmer, Mayor

By _____
Brian Thomas, Interm Chief Information Officer

Date _____

Date _____

APPROVED AS TO FORM:

Ryan Haga
Assistant County Counselor

EXHIBIT A--SERVICES

# Full Time Users # Part Time Users (<4 hrs)	City of Prairie Village Description of Managed Services	City 54 0	Police 62 0
Network	DTI will be responsible for network monitoring - Includes all network systems, core appliances and switches Network administration and support - Review of event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Network hardware replacement - Identify and recommend network hardware replacements, assisting with the installation as required and needed. Internet Connection including Guest WiFi (\$40.31 per emp)	\$6,989.00 \$2,177.00	\$8,025.00 \$2,499.00
Security	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Assist with firewall security reviews, limit 1 annually, to address best practices in controls. Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best practices. Anti-Virus and Threat Management - Monitor, maintain and support the client’s anti-virus to ensure AV signatures are current and active across all devices. Internet filtering per Count best practices	\$9,166.00	\$10,524.00
Sub Totals		\$18,332.00	\$21,048.00
Support Services		\$39,380.00	
Software	Check Point - 131 licenses @\$23.09 ea. (69 City, 62 PD)	\$1,593.00	\$1,432.00
Other Billable Items	1. Security Awareness Training;	tbd	tbd
Total - Managed Services		\$42,405.00	

* Standard Support Monday-Friday 7:30am-5pm. Emergency on-call phone support as needed



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 3, 2018
Consent Agenda

COU2018-51: Consider 2019 contribution allocation recommended by United Community Services for Human Service Fund grants

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2019 Human Service Fund Recommendation Report and a contribution to UCS of \$7,600

BACKGROUND

For the past several years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2019 budget has designated \$7,600 for this contribution. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2019 Human Service Fund Recommendation Report.

FUNDING SOURCE

Funding is included in the 2019 budget for the Parks and Community Programs.

ATTACHMENTS: 2019 Human Service Fund Recommendation Report

Prepared By: Lisa Santa Maria, Finance Director
Date: October 30, 2018



United Community Services of Johnson County

2019 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

- Justin Nichols, President
- Patricia A. All, EdD
- Kate Allen
- Brian S. Brown
- Jennifer Bruning
- Tara S. Eberline
- Hon. Steven M. Ellis
- Cheryl Harrison-Lee
- Michael Hockley
- Rev. Lee Jost
- Roxann Kerr Lindsey
- Donna Lauffer
- Leo J. Nunnink
- Sandra Sanchez
- Maury L. Thompson
- Kevin Tubbesing
- Rick Worrel
- Rebecca Yocham

Council of Advisors

- Gary Anderson
- Mary Birch
- Dick Bond
- Pat Colloton
- David Cook, PhD
- Hon. Peggy Dunn
- Hon. Ed Eilert
- Jeffrey O. Ellis
- SuEllen Fried
- Ellen Hanson
- Terrie Huntington
- Audrey Langworthy
- Jill Quigley
- Tom Robinett
- Clint Robinson
- Carol Sader
- Joseph Sopcich, PhD
- Brad Stratton
- Charlie Sunderland
- Elaine Tatham, PhD
- Stephen Tatum
- David Warm
- Hannes Zacharias

Executive Director

- Julie K. Brewer

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the Human Service Fund in 2019.

Together, Johnson County Government and 14 cities committed \$359,801 for the Human Service Fund in 2019. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 14 programs recommended for 2019 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2017 programs receiving Human Service Fund grants served nearly 55,000 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by January 1, 2019.



2019 Human Service Fund Applicant History and Recommendations

Applicant	2017 Grant	2018 Grant	2019 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$32,000	\$40,000	\$43,500	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Community Center of Shawnee, Inc.	No request	No request	\$5,000	Food pantry transportation- Costs associated with transporting food from source (food outlets and Harvesters) to the Community Center in Shawnee where it is distributed without cost to Johnson County households.
El Centro	\$20,000	\$20,000	\$22,736	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (Health Navigation and health promotion).
Growing Futures Early Education Center	\$9,265	\$9,265	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, which allows parents to maintain full-time education or employment. Emergency assistance for enrolled families who need help with food and housing.
Harvesters	\$10,000	\$12,000	\$15,000	BackSnack and Kids Café program provides a backpack of food for low-income school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$42,000	\$42,000	\$42,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica*	\$5,000	\$6,000	\$9,500	Transitional housing for homeless youth, single adults and families, including case management, budget counseling, and supportive services. *Formerly known as Hillcrest Transitional Housing.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$9,000	\$9,000	Case management for single females and families with children who are homeless. Clients receive shelter, meals, and transportation assistance from IHN.
Jewish Family Services	\$0	\$5,000	No request	The Food, Shelter and Employment program provides an array of safety-net services to low-income families.
Kansas Children's Service League	\$19,800	\$19,800	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$15,400	\$17,500	\$17,500	Street Outreach Services Program serves youth and families who are homeless or at-risk of homelessness. Helps clients obtain/maintain housing and provides related services and/or referral to services as needed.
SAFEHOME	\$18,000	\$19,865	\$21,000	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for clients in the agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$18,000	\$18,000	\$18,000	Temporary and transitional housing for families in Johnson County who are homeless, including related services and case management.
Sunflower House	\$32,500	\$37,500	\$37,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$10,000	\$10,000	No request	Implementation of "Talk, Read, Play" Intensive Model at early childhood centers which serve low-income children.
Total	\$310,965	\$335,930	\$339,801	The 2018 federal poverty level for a family of three is \$20,780.

2019 Human Service Fund Recommendations

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

\$43,500

Recommendation

Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 435 Johnson County children during 2019.

Catholic Charities of Northeast Kansas Funding is recommended for the Emergency Assistance and Supportive Housing program which operates out of two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents’ basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes practices to accomplish self-sufficiency, including asset development/financial literacy, life skills, and referrals to other available community resources.

\$70,000

Recommendation

Results Projected: During 2019 the agency anticipates serving 35,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. Seventy-five percent of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed financial need and capability.

Community Center of Shawnee, Inc. For the first time, funding is recommended for the Food Pantry Transportation component of the organization doing business as Shawnee Community Services. The organization transports food from Harvesters and a variety of food outlets to its center in Shawnee where families may receive one free food package per month which consists of nonperishable foods, frozen meat, fresh produce, bread and dairy products. Shawnee Community Services also provides free clothing, household goods at a nominal cost, and referrals to other community resources.

\$5,000

Recommendation

Result Projected: During 2019 4,680 households will receive free food packages, and 1,050,000 pounds of food will be distributed. The agency anticipates serving 5,880 Johnson County residents.

El Centro, Inc. Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), and access to healthcare (health navigation and promotion).

\$22,736

Recommendation

Results Projected: During 2019 El Centro expects to serve 1,675 Johnson County residents at the Olathe office. Results include meeting clients' basic needs, assisting clients in obtaining an ITIN (if needed) and filing income taxes, and clients successful access of community healthcare resources.

Growing Futures Early Education Center Funding is recommended for Growing Futures' Head Start Childcare and Emergency Assistance Scholarships. Most of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, scholarships (child care assistance) help low-income families experiencing financial hardships who are unable to pay their share of child care fees (federal Head Start grants fund 3.5 hours of the day and parents are responsible for costs wrapped around the Head Start funded hours). Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

\$9,265

Recommendation

Results Projected: Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2019 Growing Futures projects serving 30 Johnson County children with scholarships.

Harvesters Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. During the 2019 school year, Harvesters will collaborate with approximately 51 schools in Johnson County for BackSnack (number of schools is subject to change). Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During 2019 school year, there will be 20 Kids Café sites in Johnson County, and Harvesters will start a blended BackSnack/School

\$15,000

Recommendation

Pantry pilot where food is delivered to schools for distribution to families that need help feeding everyone in their household (not just the student).

Results Projected: In 2019, through the BackSnack program, the agency anticipates serving 1,850 Johnson County children and distributing 57,100 backpacks; and, providing 42,000 meals to children through Kids Café sites. Results include positive effects on children's grades, behavior and health.

Health Partnership Clinic (HPC)

\$42,000
Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. HPC's patients are primarily low income (82%), with 48% uninsured and 38% having public insurance. Health Partnership Clinic, Johnson County's largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services. Specialty care is provided through a network of providers.

Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2019 HPC anticipates serving 12,255 Johnson County residents through 36,137 patient office visits or encounters.

Hillcrest Ministries of MidAmerica

\$9,500
Recommendation

Funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (up to age 21), families (children and adults), and single adults will be provided in seven apartments located in Overland Park. Four apartments are for youth, and 3 are for families, singles and couples. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless. The majority of clients are at or below federal poverty guidelines. The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (3 months). A food and basic-needs pantry is also provided at the Overland Park facility.

Results projected: 35 homeless children/youth and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; 12 homeless adults will maintain or improve their employment.

Johnson County Interfaith Hospitality Network (JoCoIHN) JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,400 volunteers through partnerships with 36 faith congregations.

\$9,000 Recommendation

Results Projected: During 2019 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network.

Kansas Children’s Service League (KCSL) Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are “at-risk” for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a Parent Leadership Council.

\$19,800 Recommendation

Results Projected: During 2019, 195 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; and, children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

KidsTLC Funding is recommended for KidsTLC Street Outreach Services Program (SOS) which provides intervention services to families with children and transitional-age youth who are homeless or at-risk of homelessness. The main referral sources to the program are Olathe and Shawnee Mission School Districts through their IMPACT Olathe and Project Home programs. Referrals also come from other service providers, word-of-mouth, etc., and may include youth who have run-away or are transitioning out of foster-care. The primary goal is to assist clients in obtaining/maintaining permanent housing and navigating mental health and social service systems, including referrals to mental health services at KidsTLC, and guidance about accessing other services in the community.

\$17,500 Recommendation

Results Projected: During 2019 the organization estimates serving 150 Johnson County residents through this program. Program results include that people’s life sustaining basic needs are met, clients experience increased access to services and barriers to services are reduced, and clients express increased stability and awareness of resources.

SAFEHOME SAFEHOME provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support SAFEHOME’s Economic Empowerment Program. Through education, support, and referrals to community agencies, this program assists clients in taking control of their finances and moving towards financial independence. Clients participating in SAFEHOME’S outreach programs also have access to financial literacy classes.

\$21,000
Recommendation

Results Projected: Program participants secure employment, enroll in job training or education programs, and complete a budget. The agency projects this program will serve 230 Johnson County residents during 2019.

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

\$18,000
Recommendation

Results Projected: In addition to providing safe shelter, results include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.) and moving into transitional or permanent housing. The Family Lodge anticipates serving 150 Johnson County residents during 2019.

Sunflower House Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive play for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child’s disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

\$37,500
Recommendation

Results Projected: Children are knowledgeable of strategies to recognize, resist and report abuse; youth and adults increase their knowledge of online safety; and, mandated reporters and other adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 15,000 Johnson County residents during 2019.

APPENDIX A

2019 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS
JURISDICTION **CONTRIBUTION**

Johnson County	\$131,775
De Soto	\$2,180
Edgerton	\$1,800
Gardner	\$6,000
Leawood	\$15,000
Lenexa	\$18,500
Merriam	\$7,600
Mission	\$7,600
Olathe	\$50,100
Overland Park	\$80,200
Prairie Village	\$7,600
Roeland Park	\$4,371
Shawnee	\$23,900
Spring Hill	\$1,800
Westwood	<u>\$1,375</u>
Total from County Government & Cities	\$359,801
Interest	<u>\$5,000</u>
Subtotal	\$364,801
UCS Administration	<u>\$25,000</u>
Total Available to Allocate	\$339,801

2019 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- o Tara S. Eberline *Committee Chair*, Foulston Siefkin, LLP
- o Brian Brown, IPC Healthcare, Inc. (TeamHealth)
- o Justin Nichols, Kutak Rock LLP
- o Kevin Tubbesing, The Land Source
- o Rebecca Yocham, City of Lenexa

Community Members

- o Janet Barrow, WaterOne
- o Angeliina Lawson, Johnson County Community College Board of Trustees

Staff support: Marya Schott, UCS Director of Resource Allocation

APPENDIX B

2019 HUMAN SERVICE FUND GUIDELINES

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

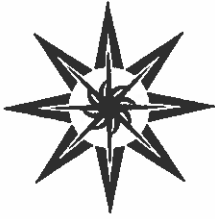
FUNDING PRIORITIES 2019

Programs funded by the HSF must deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

1. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
2. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
3. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.
4. Priority will be given to programs that are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

ELIGIBILITY

- Recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, gender identification, mental health disability, national origin or any other characteristic covered by law.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 3, 2018
Consent Agenda

COU2018-52: Consider 2019 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2019 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$40,000 from the 2019 Parks & Community Programs Budget.

BACKGROUND

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

The Council makes recommendations to cities for the expenditure of their funds. The City has ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. Information about the agencies requesting funds and the funding recommendation for the City of Prairie Village is attached

FUNDING SOURCE

Funding is included in the 2019 budget for the Parks and Community Programs.

ATTACHMENTS:

- 2019 Alcohol Tax Fund Recommendations Report
 - ATF 2019-2021 Funding Priorities Report
 - 2019 Alcohol Tax Distribution Chart
 - 2019 Grantee List
-

Prepared By: Lisa Santa Maria, Finance Director
Date: October 30, 2018



United Community Services of Johnson County

2019 ALCOHOL TAX FUND RECOMMENDATIONS REPORT

DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

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

Board Members

Justin Nichols, President
Patricia A. All, EdD
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Hon. Steven M. Ellis
Cheryl Harrison-Lee
Michael Hockley
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Leo J. Nunnink
Sandra Sanchez
Maury L. Thompson
Kevin Tubbesing
Rick Worrel
Rebecca Yochem

Council of Advisors

Gary Anderson
Mary Birch
Dick Bond
Pat Colloton
David Cook, PhD
Hon. Peggy Dunn
Hon. Ed Eilert
Jeffrey O. Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Elaine Tatham, PhD
Stephen Tatum
David Warm
Hannes Zacharias

Executive Director

Julie K. Brewer

The purpose of the grant review process conducted by the Drug and Alcoholism Council of Johnson County (DAC) is to direct local Alcohol Tax Funds (ATF) to alcohol and drug prevention, education, intervention, detoxification, treatment, and recovery programs that serve Johnson County residents. The entire community benefits when substance abuse is prevented and/or effectively treated. A continuum of services from education through treatment and recovery is vital to lowering drug and alcohol use and addiction, which in turn lowers healthcare costs, reduces crime and child abuse and neglect, and increases productivity in employment - thus lowering associated public costs.

Alcohol Tax Funds are derived from a state excise tax on liquor sold by the drink. Part of the revenue generated is returned to the jurisdiction (city or county) in which it was collected, with the stipulation that a specified portion be used for programs "whose principal purpose is alcoholism and drug abuse prevention or treatment of persons who are alcoholics or drug abusers, or are in danger of becoming alcoholics or drug abusers" (KSA 79-41a04).

The DAC's grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The recommendations are guided by funding priorities which are reviewed and approved by the DAC annually. Every three to five years the priorities are developed through a formal planning and research process that includes input from key stakeholders, a review of current literature, and analysis of indicator data in Johnson County. In 2018, UCS conducted this formal planning process which resulted in establishing funding priorities for the 2019, 2020 and 2021 grant cycles. The Funding Priorities Report is enclosed and available on UCS' website. It includes a description of the methodology and a summary of the information collected and reviewed.

The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to accept the recommendations by December 21, 2018.** Together, Johnson County Government and nine cities committed \$2,122,712 for 2019 ATF (*listed on page 14*). Twenty-five applications plus UCS administration fee totaled \$2,301,924 in funding requests. After reviewing applications, meeting with applicants and deliberating, the DAC developed funding recommendations. This report reflects those recommendations and is organized in two sections: Education, Prevention and Intervention; and, Treatment and Recovery.

For additional information on the process or programs, contact Marya Schott, UCS Director of Resource Allocation, 913-438-4764, maryas@ucsjoco.org.

2019 Alcohol Tax Fund Requests and Recommendations				
Applicant	2017 Allocation	2018 Allocation	2019 Request	2019 Recommendation
EDUCATION, PREVENTION and INTERVENTION				
Blue Valley USD 229	\$57,770	\$55,175	\$49,100	\$49,100
De Soto USD 232	\$22,775	\$21,584	\$32,229	\$32,229
Olathe USD 233	\$43,000	\$59,078	\$58,358	\$58,358
Shawnee Mission USD 512	\$27,000	\$27,000	\$27,000	\$27,000
Spring Hill USD 230	\$23,060	\$22,560	\$18,060	\$18,060
Artists Helping Homeless	\$10,000	\$25,000	\$25,000	\$25,000
Boys and Girls Club	\$10,000	\$15,000	\$15,000	\$15,000
Cornerstones of Care	\$55,000	\$60,000	\$60,000	\$60,000
First Call	\$26,500	\$30,000	\$65,000	\$65,000
Heartland RADAC	\$152,128	\$152,128	\$159,734	\$159,734
JoCo Court Services	\$90,536	\$141,377	\$146,836	\$141,377
JoCo Dept. of Corrections	\$12,410	\$12,300	\$15,725	\$12,300
JoCo Dept. of Corrections (Changing Lives Through Literature)			\$9,500	\$7,250
JoCo District Attorney (Changing Lives Through Literature)	\$6,000	\$7,250	No request	
JoCo MHC Prevention	\$100,000	\$100,000	\$133,000	\$120,000
SAFEHOME	\$22,386	\$25,570	\$24,301	\$24,301
The Family Conservancy	\$37,000	\$37,000	\$40,000	\$40,000
Subtotal	\$695,565	\$791,022	\$878,843	\$854,709
TREATMENT and RECOVERY				
Friends of Recovery	\$50,000	\$50,000	\$60,000	\$58,000
JoCo MHC Adolescent Center for Tx.	\$253,510	\$253,510	\$253,510	\$253,510
JoCo MHC Adult DeTox Unit	\$268,581	\$268,581	\$333,000	\$289,922
JoCo MHC Dual Diagnosis Adult Outpatient	\$140,000	\$165,000	\$165,000	\$165,000
KidsTLC	\$45,657	\$46,315	\$46,571	\$46,571
KVC Behavioral HealthCare	0	\$70,000	\$100,000	\$35,000
Lorraine's House	No request	\$16,644	\$60,000	\$25,000
Mirror Inc.	\$176,000	\$176,000	\$176,000	\$176,000
Preferred Family Healthcare	\$102,000	\$125,000	\$130,000	\$120,000
Subtotal	\$1,035,748	\$1,171,050	\$1,324,081	\$1,169,003
Total	\$1,731,313	\$1,962,072	\$2,202,924	\$2,023,712
UCS Administration Fee	\$99,000	\$99,000	\$99,000	\$99,000
Total allocation/request & UCS Adm.	\$1,830,313	\$2,061,072	\$2,301,924	\$2,122,712

2019 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

Alcohol Tax Funds (ATF) support numerous programs offered by public school districts and programs delivered by community-based organizations, the 10th Judicial District Court and departments of Johnson County government. In general school-based programs help to prevent and reduce substance abuse. Additionally, the programs lower risk factors associated with substance abuse, such as disruptive behavior and truancy. Community-based programs help lower the rates of substance abuse, which translate to lower mental and physical healthcare costs, and less expense for law enforcement and the criminal justice system. Funding recommendations are based upon a review of each proposal (see Appendix A for criteria) and take into consideration the type of programming, outcome achievement and accountability.

School District Programs

Each school district offers a unique mix of programs to its students and parents, and each district has a mix of funding to support these programs. As a result, the programs supported by ATF and the amount of ATF dollars recommended differ for each district.

Blue Valley School District

Request: \$49,100

Recommendation: \$49,100

The DAC recommends Blue Valley School District be awarded \$49,100 to support funding for continuation of sobriety support groups led by therapists from outside the district; building drug and alcohol coordinators and district coordinators; and, *AlcoholEdu* (an on-line program implemented in all high schools and the Academy). The coordinators provide leadership and ensure fidelity on district initiatives such as AlcoholEdu, Project Alert, Reconnecting Youth, CAST, and sobriety support groups, as well as examining the district's Kansas Communities That Care survey results.

Results Projected: Students who participate in *AlcoholEdu* will take a pre- and post-assessment which will indicate an increase in student knowledge. Through the work of the drug and alcohol coordinators, student participation in the KS Communities That Care Survey will increase; survey results will show student improvement and contribute to building plans; and, families will be provided information about resources available outside of the school setting. The district will make Sobriety Support Groups available to all high school students and there will be an increase in on-going participation. During the 2018-19 school year, the district anticipates serving approximately 12,993 students through ATF supported programs.

De Soto School District

Request: \$32,229

Recommendation: \$32,229

The DAC recommends the De Soto School District be awarded \$32,229 to support implementation of *Too Good for Drugs* (elementary school students), *AlcoholEdu* (high school), and high school prevention clubs. Additionally, ATF funding will support the district's coordinator for substance abuse programming, a district social worker (partial funding for work on student-related issues of substance abuse), staff development training related to substance abuse prevention and education,

student substance abuse evaluations, and a community town hall event that includes topics of substance abuse and other trends such as vaping.

Results Projected: All students will be exposed to prevention messages and parents will learn more about prevention and resources, both of which will help build protective factors within the family, and when applicable address substance use. Students who participate in *AlcoholEdu* will demonstrate increased knowledge regarding the harmful effects of substances. Students who participate in *Too Good for Drugs* will demonstrate increased knowledge about their ability to make good choices. Students who use social work services will demonstrate an improved ability to resist using substances and instead use other coping strategies/skills, thus deterring use of substances. During the 2018-19 school year, the district anticipates serving approximately 10,995 adults/parents and 7,330 youth/students through ATF supported programs.

Olathe School District

Request: \$58,358

Recommendation: \$58,358

The DAC recommends the Olathe School District be awarded \$58,358 to support sobriety support groups (high school), student substance abuse assessments, parent education through *Guiding Good Choices* (provided in English and Spanish for parents of students who are identified by school), *AlcoholEdu* (all high schools), and *Life Skills* (delivered in an alternative education program for grades 8-12).

Results Projected: Students who participate in *AlcoholEdu* will take a pre- and post-assessment which will indicate an increase in student knowledge. As a result of *AlcoholEdu*, *Life Skills*, and other programs that are not funded by ATF, the district's KS Communities That Care survey results will show a decrease in the number of students who report binge drinking and cigarette use, and an increase in the age of first use of alcohol, tobacco and other substances. A parent survey will be administered to those who participate in *Guiding Good Choices*. Parents will report they are prepared to implement family meetings to review boundaries about alcohol and drug use and refusal skills. During the 2018-19 school year the district anticipates serving 2,766 students through ATF supported programs.

Shawnee Mission School District

Request: \$27,000

Recommendation: \$27,000

The DAC recommends the Shawnee Mission School District be awarded \$27,000 to support implementation of *AlcoholEdu* (all high schools and Horizons).

Results Projected: Students who participate in *AlcoholEdu* will take a pre- and post-assessment which will indicate an increase in knowledge regarding the harmful effects of substances. During the 2018-19 school year the district anticipates serving approximately 1,566 students through this ATF supported program.

Spring Hill School District

Request: \$18,060

Recommendation: \$18,060

The DAC recommends the Spring Hill School District be awarded \$18,060 to support three evidence-based programs: *Project Alert* (7th grade), *Al's Pals: Kids Making Health Choices* (kindergarten), and *Peer Assistance and Leadership* (high school). Funding also includes support of *Students Against*

Destructive Decisions (SADD – high school), and the district’s Mental Health Social Worker who provides support to students in grades 6-12.

Results Projected: Children who complete *AI’s Pals* will show improvement in their use of positive social behavior and skills, and no increase in antisocial and aggressive behavior. Six new staff members will be trained in *Project Alert*. Monthly surveys will track the impact of *Peer Assistance and Leadership* and SADD sponsors will collect student data on the impact of SADD programs. The Mental Health Social Worker will provide data to the Director of Special Services regarding each of the student participants and how meeting with the Social Worker impacted them. The Social Worker will continue to have a positive impact on students’ lives. During the 2018-19 school year the district anticipates serving 2,600 students through ATF supported programs.

Note: Gardner Edgerton School District did not apply for 2019 ATF support.

Community-Based Programs

Artists Helping the Homeless

Request: \$25,000

Recommendation: \$25,000

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$25,000 for implementation of *Be The Change*, a program that helps people who are homeless access services to meet their needs and address underlying conditions of their homelessness. AHH provides transportation and sober living housing, and a continuum of support including coordination of care to homeless adults, most of whom have substance abuse issues. Since its inception in 2010, AHH has helped enroll over 1,000 adults in social detox and treatment programs. Referrals come from hospitals, law enforcement, mental health and aging service providers, agencies which provide substance abuse recovery services, and from other individuals who are homeless.

Results Projected: Artists Helping the Homeless will provide housing and other intervention and recovery services to individuals who are dealing with alcohol and substance use, and who are homeless and identify as Johnson County residents or are homeless in Johnson County. Clients will successfully complete the program and achieve reintegration which is indicated by reduced use of substances and criminal activity, and progress toward goals of education and employment. In 2019 Artists Helping the Homeless anticipates serving 250 Johnson County residents.

Boys and Girls Club

Request: \$15,000

Recommendation: \$15,000

The DAC recommends the Boys and Girls Club be awarded \$15,000 for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. Olathe School District provides transportation to the Club from Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

Results Projected: The overall objective is to prevent or delay the onset of alcohol and drug use. Program participants will demonstrate an increase in knowledge of the dangers of alcohol and drug use, and the use of tools and strategies to resist peer pressure and media influence. Youth will self-

report abstinence from alcohol and drug use. The organization anticipates serving 340 Olathe youth during 2019.

Cornerstones of Care Request: \$60,000

Recommendation: \$60,000

The DAC recommends that Cornerstones of Care be awarded \$60,000 for the implementation of Functional Family Therapy (FFT), an evidence-based in-home family intervention program which addresses a variety of problems facing at-risk youth and their families. ATF supports FFT for Johnson County youth who have an identified problem with substance abuse (identified by family or referral source such as the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections).

Results Projected: Following the completion of *Functional Family Therapy*, families will report improved family relationships (reduced levels of conflict and improved communication), and youth will demonstrate a decrease in delinquent behavior (not be adjudicated on a violation of the law or charges related to drugs and/or alcohol). During 2019 Cornerstones anticipates serving 70 Johnson County residents whose problems are related to substance abuse.

First Call Alcohol/Drug Prevention & Recovery

Request: \$65,000

Recommendation: \$65,000

The DAC recommends that First Call be awarded \$65,000 to deliver Family Prevention Services in Johnson County. These services include the following:

- 1) *How to Cope* - This program supports adults (parents/family members) in identifying enabling and co-dependency behaviors, and assists families in abstinence and recovery of their children.
- 2) *Caring for Kids* - Children and youth in the *Caring for Kids* program attend psycho-educational groups which teach them about the effects of substance abuse disorder in the family and help them to develop healthy lifestyles.
- 3) Services within Olathe schools: a sobriety group at Olathe South High School, Life Skills class at Olathe East High School, and Project Choices, Say It Straight at Olathe's North Lindenwood Support Center. (*First Call charges Olathe School District 45% of the actual cost of providing the programs. ATF helps to support the remaining balance of First Call's costs.*)
- 4) Educational presentations which reach school-aged youth and the general community.

With an increase in ATF support, First Call will add another certified prevention specialist to meet the growing demand and cultivate new partners in Johnson County, and anticipates expanding services within the Shawnee Mission School District.

Results Projected: The overall goal is that participants lead safe, healthy lives and avoid substance use, misuse and addiction. Participants in *How to Cope*, *Caring for Kids*, and *Say It Straight* will increase their knowledge of the harmful effects of alcohol, tobacco, and other drugs. Participants in the *Caring for Kids* programs will complete a plan of action to promote healthy relationships and resistance to abusing substances. Participants in Life Skills Training will demonstrate positive change in knowledge and attitudes related to alcohol, tobacco, drugs and protective life skills. Participants in Sobriety Group will maintain or increase their readiness to change. First Call anticipates serving 1,320 Johnson County residents during 2019.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)

Request: \$159,734

Recommendation: \$159,734

The DAC recommends that Heartland RADAC be awarded \$159,734 to support its recovery coaching, intensive case management (ICM) and care coordination for Johnson County individuals with co-occurring substance use disorders and mental health issues who are homeless or at-risk of homelessness, and need treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery and eliminate barriers to success. When clinically appropriate, HRADAC assists clients in accessing Medication Assisted Treatment (MAT).

Results Projected: When clients begin ICM typically they are homeless and experiencing un-treated mental health and substance abuse issues. Therefore, results focus on accessing services and maintaining conditions in three areas of improvement – housing, substance use, and mental health services. Housing includes accessing safe temporary, transitional, permanent or permanent supportive housing. Substance use includes accessing treatment, accessing a recovery group, and engaging in Recovery Oriented Systems of Care with a Recovery Coach. Mental health services include accessing services and remaining medically compliant, if medications are prescribed. During 2019 Heartland RADAC anticipates serving 129 Johnson County clients.

Johnson County Court Services: Juvenile Drug Court and Minor-In-Possession, Drug and Alcohol Diversion

Request: \$146,836

Recommendation: \$141,377

The DAC recommends that Johnson County Court Services be awarded \$141,377, the same amount Court Services is receiving in 2018. ATF will support the salary and benefits for two Court Service Officers who supervise clients in the Juvenile Drug Court, the Minor-In-Possession (MIP) program, and other clients who receive drug/alcohol contracts. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Drug and Alcohol contract cases are an Immediate Intervention with offenders who have a drug and/or alcohol problem that requires education, intervention, and/or completing random drug screens in addition to the requirements of the standard contract. These juvenile cases with drug/alcohol contracts do not reach the higher level of drug court, nor the lower level of MIP.

Results Projected: Youth will remain drug free and crime free. Youth will increase involvement in pro-social activities and improve their school grades. Parents will rate their child's compliance as increasing. During 2019, Court Services anticipates serving 574 Johnson County youth in these programs.

Johnson County Department of Corrections: Voucher Assistance

Request: \$15,725

Recommendation: \$12,300

The DAC recommends the Department of Corrections be awarded \$12,300, the same amount Corrections is receiving in 2018, for the Voucher Assistance program which supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC),

and adults who are under Intensive Supervised Probation, House Arrest or Bond Supervision. Evaluation and treatment services will be provided by Court approved providers and providers who are working under contract at the Adult Residential Center.

Results Projected: Adults who receive vouchers will obtain an evaluation within 45 days and initiate recommended treatment within 60 days, post evaluation. Corrections anticipates serving 41 Johnson County clients during 2019.

Johnson County Department of Corrections: Changing Lives Through Literature

Request: \$9,500

Recommendation: \$7,250

The DAC recommends the Department of Corrections be awarded \$7,250 for the *Changing Lives Through Literature program (CLTL)*. This is the same amount the program is receiving in its 2018 ATF grant. This alternative intervention program targets moderate risk criminal defendants. Participants frequently have histories of drug and/or alcohol use and are under court-ordered supervision (probation) or contracts of diversion. For those on diversion, a criminal conviction is likely averted with completion of *CLTL* and meeting other diversion conditions. The program uses literature to impact the lives of clients through reading and group discussion. The program is free of charge and offered outside of traditional work hours. *CLTL* defendant participants, judges, and probation officers read literature and participate in facilitated discussion which helps to promote behavioral change. Some of the reading material used during the program relates to drug and alcohol addiction and abuse. With ATF support, *CLTL* was offered by the Johnson County Library from 2001 through June 2015, and by the District Attorney's Office from 2016 through 2018. The District Attorney's Office chose not to continue the program in 2019. It will come under the auspices of the Department of Corrections in 2019.

Results Projected: Participants will successfully complete the program and not be arrested for new charges or show evidence of drug or alcohol use. Corrections anticipates serving 30 Johnson County participants during 2019.

Johnson County Mental Health Center, Prevention Services

Request: \$133,000

Recommendation: \$120,000

The DAC recommends Prevention Services be awarded \$120,000, an increase of \$20,000 from its 2018 ATF grant. ATF supports staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education/training, and community engagement; and, other expenses associated with the Youth Leadership Summit and Strengthening Families, the End the Trend Campaign (use of social media for public service announcements about vaping), as well as supplies, consumables and mileage. During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. Prevention Services also provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for parents and children in high risk families.

Results Projected: Youth Leadership Summit and Teen Task Force student participants will increase their knowledge of effective prevention strategies for impacting adolescent problem behaviors, and

increase confidence in their abilities to implement strategies. Teen Task Force members will contribute towards planning and implementing strategies and initiatives around drug and alcohol prevention. A new cohort of Strengthening Families will be mobilized. Participants in *Strengthening Families* will indicate an increase in knowledge and confidence. End the Trend will earn 100,000 impressions across social media platforms. Participants in the school prevention roundtable will indicate an increased level of knowledge and confidence. Technical assistance to school districts will help increase the participation rate of students taking the KS Communities That Care Survey. During 2019 Prevention Services anticipates serving 3,115 Johnson County residents.

SAFEHOME

Request: \$24,301

Recommendation: \$24,301

The DAC recommends SAFEHOME be awarded \$24,301 to continue its substance abuse support program. This program includes substance abuse education and an onsite substance abuse screening of every new resident in this domestic violence shelter. If applicable, an in-depth substance abuse interview is conducted. Assessments are provided as needed by Heartland Regional Alcohol and Assessment Center. SAFEHOME makes referrals to intervention and treatment programs and provides assistance with making connections to services. ATF dollars also support assistance to clients (such as transportation vouchers for travel to treatment), drug testing and bio waste disposal, and professional conferences/training.

Results Projected: Identified substance abusers will receive a referral to a substance abuse resource, and access that referral. The Adult Shelter Therapist will help the substance abuser identify healthy coping strategies which they can implement in place of unhealthy coping strategies. Identified substance abusers will indicate they feel supported by SAFEHOME staff. The organization anticipates serving 110 Johnson County participants during 2019.

The Family Conservancy

Request: \$40,000

Recommendation: \$40,000

The DAC recommends the Family Conservancy be awarded \$40,000 to implement *Conscious Discipline* programming in four Johnson County childcare centers that serve families at or below the Federal Poverty Level, and for substance abuse screening and education for all Johnson County clients served by Family Conservancy's counseling programs. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to prevent future risk of substance abuse.

Results Projected: Parents and teachers completing the *Conscious Discipline* program will maintain or show an increase in positive child guidance and use multiple applications of strategies they learned. Clients in counseling programs will successfully complete their counseling treatment plan and report increased knowledge of harmful effects of misuse of substances. Clients who report they have a family member with substance misuse problems, will report improved knowledge or experience attitude changes to support family health. During 2019 the agency anticipates serving 470 Johnson County residents.

Treatment and Recovery

Alcohol Tax Funds are recommended to support nine treatment and recovery programs delivered by community-based organizations and Johnson County Mental Health Center. In general, treatment programs help to reduce substance abuse, lead to positive individual change and productivity, reduce mental and physical healthcare costs, improve public safety, and reduce law enforcement and court costs. Funding recommendations are based upon a review of each proposal and take into consideration the type of programming, outcome achievement and accountability.

Friends of Recovery Association

Request: \$60,000

Recommendation: \$58,000

The DAC recommends that Friends of Recovery (FORA) be awarded \$58,000, an increase of \$8,000 from 2018. ATF supports case management (education, mediation, mentorship, crisis intervention and advocacy) for individuals living in Oxford Houses, and costs such as supplies, audit, office space, printing, and purchase of a computer and software, and a printer. Oxford Houses serve individuals who often have limited resources, and are seeking a supportive environment within which to recover from substance abuse. Friends of Recovery operates 37 Oxford Houses in Johnson County.

Results Projected: Two new houses will be opened in Johnson County, resulting in more individuals served. All houses will be trained on the use of Narcan and have it in their houses. Ten percent of houses in Johnson County will accept individuals who use Medication Assisted Treatment. There will be an increase in the number of alumni who return to their former houses to assist individuals in recovery. The number of individuals leaving the houses in good standing will increase. FORA will develop and administer a questionnaire regarding past use of opioids, and a report on the responses will be available by the end of the year. During 2019 FORA anticipates serving approximately 451 Johnson County participants.

Johnson County Mental Health Center, Adolescent Center for Treatment (ACT)

Request: \$253,510

Recommendation: \$253,510

The DAC recommends that the Johnson County Mental Health Center's Adolescent Center for Treatment be awarded \$253,510 to deliver an adolescent residential treatment program for youth ages 12-18. This 30-bed facility is the only specialized youth residential program for treatment of substance use disorders in the state of Kansas. The majority of residential patients are court-ordered. Clinicians use *Mapping-Enhanced Counseling*, *Thinking For Change*, and *Stacked Deck*. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons.

Results Projected – Clients remain in treatment for a minimum therapeutic length of stay and receive a “successful completion” upon discharge. On discharge surveys, clients will rate the program favorably in areas of program quality and staff performance. During 2019 ACT anticipates serving 68 Johnson County youth.

Johnson County Mental Health Center, Adult Detoxification Unit (ADU)

Request: \$333,000

Recommendation: \$289,922

The DAC recommends that the Johnson County Mental Health Center's Adult Detoxification Unit be awarded \$289,922, an increase of \$21,341 from 2018. The Adult Detox Unit is a social

detoxification center which delivers services at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions primarily come through hospitals and law enforcement. The ADU is the only social detoxification program located in Johnson County and is a cost-effective alternative to hospital emergency rooms or incarceration.

Results Projected: Clients will successfully complete detoxification as evidenced by remaining in detox until staff recommend discharge. Clients who successfully complete detox will have a written discharge plan documenting a referral for ongoing services. At time of discharge, clients will rate the program favorably in areas of program quality and staff performance. During 2019 the Mental Health Center ADU anticipates serving 378 clients from Johnson County.

Johnson County Mental Health Center, Dual Diagnosis Adult Outpatient Program

Request: \$165,000

Recommendation: \$165,000

The DAC recommends that the Johnson County Mental Health Center's Dual Diagnosis Adult Outpatient Program be awarded \$165,000 to offer integrated outpatient treatment to adults who have co-occurring substance use disorders and mental health disorders, and to provide Medication Assisted Treatment (MAT) on a limited basis for clients with Opioid Use Disorder and/or Alcohol Use Disorders who are appropriate for this treatment, but with no means to pay for it. The dual-diagnosis program uses a sliding fee scale to assure access for low-income residents. No one is turned away for inability to pay fees.

Results Projected: Clients with dual-diagnosis will remain alcohol/drug free while participating in the program. Clients will complete at least eight hours of treatment before discharge (excluding "evaluation only" individuals). Clients will not engage in new criminal activity while participating in the program. In 2019, 291 Johnson County residents are anticipated to be served through the Dual Diagnosis program.

KidsTLC

Request: \$46,571

Recommendation: \$46,571

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends KidsTLC be awarded \$46,571 to support substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 12-18 who reside within the agency's PRTF. Clinical treatment is provided to youth who are dually diagnosed with substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment. Relapse prevention sessions are provided to PRTF residents who are in recovery or were recently in treatment. Prevention education, which utilizes the evidence-based program *Positive Action*, is provided to all youth in the PRTF.

Results Projected: Youth will remain abstinent from drugs and alcohol during their treatment (evidenced by a urine analysis after youth returns from a pass outside the PRTF). Youth will feel they have sufficient access to substance abuse services and supports. At discharge youth will report overall improvement due to services received, and an increase in hopefulness and functioning. The program will help sustain the youth's recovery and provide linkages to community support. During 2019 the agency projects serving 46 Johnson County youth.

KVC Behavioral HealthCare**Request: \$100,000****Recommendation: \$35,000**

The DAC recommends KVC Behavioral HealthCare be awarded \$35,000 for Family Substance Abuse Recovery Services. This pilot program serves Johnson County families who have had children removed from their home (children are in foster care) and have been assessed by a KVC case manager; or, are referred by Kansas Department of Children and Families (DCF). During the family assessment, family members are screened for indication of substance abuse. If there is an indication, a referral is made to KVC's Licensed Addiction Counselor (LAC) for the KS Client Placement Criteria (KCPC) to be administered. If need for treatment is determined as result of the KCPC, KVC provides outpatient in-home treatment for families willing to participate. Other options include referring families to local support groups and in-patient therapy.

This program began in 2018 with ATF as the only source of funding. KVC encountered unexpected barriers which resulted in start-up delays and lag in participation. The DAC recommends support at a reduced level due to other priority funding choices and encourages KVC to diversify funding for this program.

Results Projected: Outpatient services will be provided in-home and families/individuals will report an increase in striving to improve family stability through lifestyle changes. Individuals/families coming into the program will complete intake within 10 days of being referred and assigned to a KVC LAC. If fully funded during 2019, KVC anticipates serving 50 Johnson County adults.

Lorraine's House**Request: \$60,000****Recommendation: \$25,000**

The DAC recommends Lorraine's House be awarded \$25,000, an increase of \$8,356 from 2018. Lorraine's House is a structured transitional living program for women recovering from addiction. Founded in 2016, Lorraine's House is comprised of three homes located in Johnson County. The target population is women who are transitioning from residential treatment, incarceration, unhealthy living environments or detox. Residents are expected to follow house rules, pay rent, be employed (or actively seeking employment), remain abstinent, and participate in recovery oriented groups. Referral sources include Heartland Regional Alcohol and Drug Assessment Center, Johnson County Mental Health, hospitals, crisis centers, and former residents.

Results Projected: Clients achieve their goal of living a sober, self-sufficient life in recovery. Results include stable housing, social connectedness, and employment. Residents will adhere to program guidelines, participate in a community-based support group, and secure and sustain employment. During 2019 Lorraine's House anticipates serving 67 Johnson County residents.

Mirror, Inc.**Request: \$176,000****Recommendation: \$176,000**

The DAC recommends Mirror be awarded \$176,000 to support its residential treatment component for Johnson County adults with co-occurring disorders (co-occurring disorder of substance use disorder and mental health disorder). Mirror is a statewide organization which has provided substance abuse services in Johnson County for 20 years. Located in Shawnee, this program addresses the needs of clients who fall below 200 percent of poverty and cannot access services in

a timely manner due to limited state block grant funding. Mirror's 34-bed facility is the only residential program located in Johnson County that serves this population.

Results Projected: The goal of the program is to provide quicker access to treatment services for Johnson County residents who have no resources to pay for treatment, and to aid them in accessing support services after treatment completion and discharge. Results include that time on wait list for Johnson County clients will be reduced (less than average wait time for Block Grant funded client). Discharged clients will remain in compliance with all discharge recommendations 30 days following treatment. (Recommendations may include continued mental health care, substance abuse aftercare, stable housing and use of support systems.) Clients' confidence level in handling high risk situations that could lead to substance use will increase from the time of admission to discharge. During 2019 with its ATF grant, Mirror anticipates serving 112 Johnson County residents who have co-occurring disorders.

Preferred Family Healthcare, Inc.

Request: \$130,000

Recommendation: \$120,000

The DAC recommends Preferred Family Healthcare (PFH) be awarded \$120,000. This amount is \$5,000 less than PFH's 2018 grant award, and \$18,000 more than PFH's 2017 award. The decrease from 2018 funding is not indicative of concerns about the program or organization, but a reflection of there being limited grant funds for allocation, more funds requested than available, and other priority funding choices. ATF supports the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy and Eye Movement Desensitization and Reprocessing Therapy. Preferred Family Healthcare is a Johnson County Court approved provider for substance abuse services and offers services on an income-based sliding fee scale. With approval of the clinical supervisor, individuals with extenuating circumstances who are unable to pay the fee based upon the sliding scale, are not assessed any fees, with the exception of drug/alcohol testing. ATF support in 2019 is contingent upon Preferred Family Healthcare maintaining an affordable sliding fee scale and continuing to be a court approved provider. During 2019 Preferred Family Healthcare projects serving 813 Johnson County residents.

Results Projected: Clients will successfully complete treatment. Clients who are not disabled or retired will obtain or maintain employment or involvement in educational activities. Clients will have no arrests while in treatment. Clients who are in treatment will remain abstinent from substance use. Clients will obtain and/or maintain housing.

**2019 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdiction	Amount
Johnson County Government	\$138,852
City of Gardner	\$19,200
City of Leawood	\$350,000
City of Lenexa	\$130,000
City of Merriam	\$20,000
City of Mission	\$40,000
City of Olathe	\$215,000
City of Overland Park	\$1,085,000
City of Prairie Village	\$40,000
City of Shawnee	\$84,660
Total Alcohol Tax Fund	\$2,122,712

The recommended grant awards represent the maximum ATF award for the calendar year and are based upon an estimate from local jurisdictions of local liquor tax revenue. Awards will only be made if jurisdictions receive adequate revenue. Actual dollars disbursed are dependent upon local liquor tax revenue received by participating jurisdictions. Neither United Community Services (UCS) nor the Drug and Alcoholism Council is responsible for a reduction in ATF fund awards payable by participating jurisdictions.

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

ATF Funding Priorities 2019

By legislative mandate, ATF dollars must be used to fund programs “whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.” KSA §79-41a04 (as amended).

For the purpose of the ATF application, these programs are generally defined as follows:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use, and may include activities applied during early stages of drug use which encompass preventing the transition from drug use to abuse.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance abuse treatment services and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

Following numbering of priorities does not indicate one is more important than another.

Overall priority is given to:

1. Programs that target populations who are at-risk for substance use or abuse such as individuals who have mental health issues, individuals who are homeless and/or have other co-occurring issues, and individuals involved in the child welfare or criminal justice system.
2. Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.
3. If fees are charged for services, there are accommodations for those clients with no ability, or limited ability, to pay the fees (such as a sliding fee scale based upon income).
4. Programs that demonstrate competency in addressing language and cultural barriers, and provide bi-lingual services in high demand languages, such as Spanish.
5. Programs that provide services to meet a current community need (defined through indicator data or *Communities That Care* survey trends).
6. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use and utilize a trauma informed care approach in delivery of services.
7. Programs that are evidence-based or reflect a best or promising practice, and include measures to ensure fidelity.
8. Programs that utilize measurable outcome data to improve service delivery.
9. Strategies and services that involve families, parents, guardians, and/or other support systems.
10. Programs that demonstrate through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above in priority number one.

Priorities for Education and Prevention Programs include:

1. Strategies that seek to delay onset of first use of substances.
2. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
3. Programs that utilize *Risk and Protective Factors* strategies.

Priorities for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations and sectors, and provide linkage to community supports.
4. Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery, including but not limited to providing peer support, housing, case management, and/or to linkages to recovery communities and activities.

Applications are evaluated according to these criteria:

- **Community Need**
 - How the program addresses a clearly-stated community need, or opportunity to address a community need.
 - Does the program coordinate with other community services to maximize the impact of available resources and meet needs of population?
 - How the program benefits local jurisdictions.
 - The purpose of proposed program or services is consistent with ATF funding priorities.
- **Responsiveness of Proposed Program Activities:** A detailed description of program activities proposed for funding, including a clear exposition of:
 - the targeted population, strategies for reaching the target population, and access to services (e.g. are barriers to activities/services reduced or eliminated). If applying for substance abuse prevention and education programming for youth, how program addresses risk and protective factors of target population.
 - services/activities that are responsive to needs of population.
 - the evidence base for the effectiveness of the prevention or treatment program or services with the targeted population.
 - the ability to accommodate for cultural differences within the population.
- **Measurable Outcomes**
 - The program includes clear and measurable outcomes, and includes a plan for related data collection in order to evaluate success in achieving those outcomes. Outcome data reflecting on abstinence, housing, employment, criminal activity, access to and/or retention in services are preferred.
 - The program demonstrates clear linkage between program activities and outcomes.
 - The program provides reasonable evidence of the achievement of previously identified outcome(s).
 - Reasonable levels of service are provided for resources expended.
- **Organizational Capacity and Funding**
 - The organization is stable (financial position, legal issues, etc.)
 - The program has attracted sufficient community resources from public, private, and volunteer sources, to produce proposed outcomes.

- The program budget is realistic and reasonable in light of the proposed activities.
- The application demonstrates that ATF funding is critical to achieving the stated outcomes.
- The application and program comply with grant conditions.
- Qualifications, Licensing and Accreditation
 - If applicable, the agency is licensed/accredited.
 - Employees are qualified to provide services (accredited/licensed, if applicable)

APPENDIX B

2018 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY 2019 ATF GRANT REVIEW COMMITTEE MEMBERS

Jennifer Granger, Chair, Science Applications International Corporation (SAIC) - US Department of Agriculture Risk Management Agency

Chief David Brown, Vice-Chair, Fairway Police Department, City of Lenexa Representative, Grant Review Committee Chair

Jen Jordan-Spence, Secretary, City of Gardner, City of Gardner Representative

Judge Jenifer Ashford, 10th Judicial District Court ♦

Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative, Grant Review Committee Chair

Nikki Green, Shawnee Mission Medical Center

Jill Grube, City of Lenexa, City of Shawnee Representative

Brad Hart, Healthcare Foundation of Greater Kansas City

Martha Lapietra, M.D., IPC-The Hospitalist Company

Cathy Lawless, Community Volunteer, City of Leawood Representative

Emily Meissen-Sebelius, Children’s Mercy Hospital, City of Prairie Village Representative, Grant Review Committee Vice-Chair

Jaime Murphy, Overland Park Municipal Court, City of Overland Park Representative, Grant Review Committee Vice-Chair

Chris Oliver, Shawnee Mission School District ♦

Christina O’Neil, O’Neil on Barkley

Major Daryl Reece, Johnson County Sheriff’s Office

Liana Riesinger, Francis Family Foundation, City of Mission Representative

Pastor Kevin Schutte, Pathway Community Church, Johnson County Board of County Commissioners Representative

Jill Vincente, City of Olathe Prosecutor’s Office, City of Olathe Representative

Charlene Whitney, Community Volunteer ♦

♦ Denotes Non-Voting Member

Staff Support:
Marya Schott, UCS Director of Resource Allocation

ALCOHOL TAX FUND 2019-2021 FUNDING PRIORITIES REPORT

A PLANNING PROCESS BY THE DRUG AND ALCOHOLISM COUNCIL
OF JOHNSON COUNTY, KANSAS, TO DEVELOP ALCOHOL TAX FUND
FUNDING PRIORITIES FOR 2019 THROUGH 2021

May 2018



**Drug and Alcoholism Council of Johnson County and
United Community Services of Johnson County
Alcohol Tax Fund 2019-2021 Funding Priorities**

Introduction

Alcohol and drug addiction impacts approximately 20.1 million people aged twelve or older in the United States (2016 National Survey on Drug Use and Health). Over \$600 billion dollars is spent annually in the United States to treat substance abuse (National Institute of Drug Abuse, 2018). Substance abuse is a chronic condition that goes untreated for approximately 89% of those with a Substance Use Disorder (SUD) resulting in negative impacts on all facets of society (individuals, families, and businesses), and likely to appear in multiple community systems (child welfare, criminal justice, emergency rooms, hospitals and primary care), costing communities billions of dollars annually (Substance Abuse Mental Health Services Administration - SAMHSA, Briefings on Substance Use Treatment and Recovery in the United States).

Trends in use of substances, addiction and treatment of Substance Use Disorder (SUD) are evolving both nationally and locally. And while tobacco, alcohol, and stimulants continue to be the most-favored drugs of choice, emerging trends in prescription drug abuse, opioid addiction, synthetic drug use, vaping, the legalization of marijuana and even electronic addiction have not only challenged treatment philosophies and modalities, but also reinforced the need for a strong foundation of prevention, evidenced-based treatment, and recovery oriented systems of care.

Alcohol Tax Fund

The Alcohol Tax Fund (ATF) is revenue collected from a state tax on liquor by the drink and by legislative mandate a portion must be used for programs that have the principal purpose of treating, preventing, or providing education about alcohol and drug abuse. Part of the revenue generated by the tax is returned to the jurisdiction (city or county) in which it was collected to address drug and/or alcohol abuse based on needs identified at the local level.

Drug and Alcoholism Council of Johnson County, ATF Grant Funds and Funding Priorities Report

The Drug and Alcoholism Council (DAC) of Johnson County, a project of United Community Services (UCS) of Johnson County, manages an annual grant allocation process of Alcohol Tax Fund (ATF) dollars on behalf of Johnson County Government and multiple cities in Johnson County, Kansas. Established in 1982, the DAC includes representatives from the municipalities that contribute to this fund, and community volunteers who have either a personal or professional interest in addressing substance abuse in this community (see Appendix 1 for 2018 participating municipalities and DAC membership).

The DAC submits funding recommendations to contributing jurisdictions that have the ultimate authority and responsibility for determining which recommended programs receive ATF grants. The recommendations are guided by Funding Priorities that are approved by the DAC annually. Every three to five years the priorities are developed through a formal planning process that includes input from key stakeholders, review of current literature, and analysis of indicator data in Johnson County. This report includes the DAC approved funding priorities for the 2019-2021 grant cycles, a description of the methodology, and a summary of the information collected and reviewed.

2019-2021 Alcohol Tax Fund Funding Priorities*

By state statute, an identified portion of Alcohol Tax Fund (ATF) dollars must be used to fund programs “whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers.” KSA §79-41a04 (as amended).

For the purpose of this application, these programs are generally defined as follows:

- Education and Prevention programs are designed to promote awareness and self-efficacy, and provide information, activities, and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use, and may include activities applied during early stages of drug use which encompass preventing the transition from drug use to abuse.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance abuse treatment services, and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

**Numbering of priorities does not indicate one is more important than another.*

For the purpose of the Alcohol Tax Fund, overall priority is given to:

1. Programs that target populations who are at-risk for substance use or abuse such as individuals who have mental health issues, individuals who are homeless and/or have other co-occurring issues, and individuals involved in the child welfare or criminal justice system.
2. Programs that address barriers to service including hours of operation, transportation, lack of care for children of parents seeking services, and physical location.
3. If fees are charged for services, there are accommodations for those clients with no ability, or limited ability, to pay the fees (such as a sliding fee scale based upon income).
4. Programs that demonstrate competency in addressing language and cultural barriers, and provide bi-lingual services in high demand languages, such as Spanish.
5. Programs that provide services to meet a current community need (defined through indicator data or *Communities That Care* survey trends).
6. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use and utilize a trauma informed care approach in delivery of services.
7. Programs that are evidence-based or reflect a best or promising practice, and include measures to ensure fidelity.
8. Programs that utilize measurable outcome data to improve service delivery.
9. Strategies and services that involve families, parents, guardians, and/or other support systems.
10. Programs that demonstrate, through service delivery, competency in addressing the interrelationship between substance use/abuse and other risk factors as defined above in priority number one.

Priorities for Education and Prevention Programs include:

1. Strategies that seek to delay onset of first use of substances.
2. Programs that target use of gateway drugs and address new trends in drug use across all age groups.
3. Programs that utilize *Risk and Protective Factors* strategies.

Priorities for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations and sectors, and provide linkage to community supports.
4. Programs that incorporate Recovery Oriented Systems of Care (ROSC) which sustain and support recovery, including but not limited to providing peer support, housing, case management, and/or linkages to recovery communities and activities.

Additional Considerations

There are additional areas that the DAC will remain cognizant of over the next three years. Those areas include:

- Increased tolerance of marijuana due to legalization of medical and recreational use in many states. The impact of vaping as a gateway to nicotine and drug addiction
- Impact of SB367- a juvenile reform bill that passed in the 2016 legislative session to reduce unnecessary detention of juveniles (outlined further on page 5)
- Indicators of opioid addiction in Johnson County including seniors prescribed opioids during recovery from surgeries
- Relationship between substance use and teen suicide
- The habitual use of electronics as a form of addiction and its potential connection to alcohol and drug addiction

Information to Support the Priorities **Surveys and Interviews**

Methodology

A task force of the DAC was convened to provide leadership (see Appendix 1 for list of task force members). A consultant was engaged to facilitate this process. Multiple methods were utilized to gather information, which included: surveys, interviews, and a literature review. Methods were designed to answer the following questions about the continuum of substance abuse services in Johnson County:

- What are the strengths of the existing continuum?
- What pieces are missing or need strengthening?
- Who is 'falling through the cracks' or has challenges accessing services?
- What trends are being watched locally and nationally?

Findings and Lessons Learned from Surveys and Interviews

A survey was developed and administered to the 23 local prevention, intervention and treatment providers that currently receive ATF grants (see Appendix 2). In total, 100% responded to the survey. Additionally, individual interviews were conducted with eleven key stakeholders including representatives from:

- State of Kansas Department of Aging and Disability Services (KDADS)
- Cities that contribute to the ATF in Johnson County
- Johnson County Department of Corrections
- Johnson County Sheriff's Office
- Local hospitals
- Local treatment providers
- Local foundation

The following three sections (Strengths, Areas for Development and Gaps, and Other Issues) reflect results of the survey and stakeholder interviews. A list of stakeholders interviewed is included in Appendix 2.

Strengths of Substance Use Disorder (SUD) Prevention, Education, and Treatment Continuum in Johnson County

Johnson County is considered a resource-rich environment with well-educated and informed stakeholders. There is a strong existing continuum of SUD services including education, prevention, early intervention, and a broad range of substance abuse treatment providers. Service providers in Johnson County understand the connection between substance use and mental health issues and the need to address them simultaneously. There are strong community collaborations involving schools, the community mental health center, law enforcement, and Community Corrections. There are also numerous resources and services that promote strong family relationships and bonding which enhance protective factors. Overall, Johnson County is a *healthy* community, ranking number one in overall health (Robert Woods Johnson, County Health Rankings). Finally, the grant-making process facilitated by the DAC is viewed with confidence in its “due diligence” process of matching ATF to need for services in this community.

Areas for Development and Gaps in SUD Prevention, Education, and Treatment Continuum in Johnson County

Communities that Care Data

An unintended consequence of the Kansas Student Data Privacy Act was that some school districts no longer administer the Kansas Communities That Care Youth Survey (CTC). The participation rate by Johnson County students dropped from 79-81% in 2012 through 2014, to 36% in 2017. The Kansas Student Data Privacy Act requires parents to “opt-in” to release information, rather than “opt-out.” The lack of Johnson County survey data makes it difficult to identify county-wide trends (specific age groups and/or drug usage) and where to target prevention programming (see Appendix 3: 2017 CTC Survey for Johnson County).

Co-Occurring SUD and Mental Health and the Connection to Suicide

Programs that address co-occurring substance use and mental health issues were identified as both a strength and an area for development in this community. It was considered a strength because there is wide recognition that co-occurring disorders exist and need to be addressed simultaneously. It was also identified as an area for development especially for youth who are mentally unstable and/or having suicidal ideations. Additionally, services need to be developed to reduce deaths by overdose. According to the Johnson County Sheriff’s Office, in Johnson County deaths by overdose currently outnumber deaths by motor vehicles. Further, according to the Sheriff’s Office, overdose deaths may be the result of opioid abuse or suicide, and are considered to be under-counted due to the cause of death listed by the physician or coroner (for example, overdose death listed as heart failure, cardiac arrest, etc.).

Specific Areas for Prevention Expansion or Development

Develop prevention and education programs that:

- Address the use and abuse of prescription drugs and opioids after surgeries, dental work and/or sport injuries
- Educate about the impact of substance use on brain development
- Target emerging drug usage such as vaping (nicotine and cannabinoid) and the use of marijuana edibles in schools
- Expand high school sobriety programs county-wide, and
- Utilize social media for public service announcements and other prevention materials by hash tagging schools, school groups, Facebook, and Twitter

Specific Areas for Treatment Enhancement or Development

Develop or expand treatment programs that:

- Promote the understanding and use of Medication Assisted Treatment (MAT) for opioid and alcohol abuse
- Increase case management for individuals in treatment (not just individuals with severe and persistent mental illness)
- Increase use of Peer Support and Recovery Coaches (for individuals and families)
- Increase services that include family participation to support the individual in treatment and to address the impact of substance abuse on the family unit as a whole
- Increase availability of treatment for youth with multiple and complex needs
- Increase availability of treatment services for low-income individuals who do not have private insurance or Medicaid, including services for clients who qualify under the Federal Block Grant, but experience long waiting times to access needed treatment
- Increase treatment services for veterans
- Increase housing programs that support safe and sober living
- Address barriers to service including transportation, child care and hours of operation that accommodate working individuals
- Provide services in languages other than English; providers may use translators, however, services delivered in the client's native language are considered to be more effective

Other Issues Stakeholders are Watching

Emerging trends in addiction and drug usage

- The perceived increased acceptance of marijuana due to the legalization of both recreational and medical marijuana in many states
- The presence of marijuana edibles (indistinguishable from candy and cookies) in local schools
- The impact of vaping nicotine and cannabinoid oil in public places and while driving
- Cell phone and internet addiction, especially with children, and the impact on impulse control and mental health
- Indicators of opioid use and abuse in local communities that can substantiate the severity of its use and abuse levels
- The use of Narcan (nasal spray version of naloxone) by police officers and firefighters to reverse opioid overdoses

Public Policy

- Federal and state funding and its impact on substance abuse prevention and treatment including:
 - Changes to health care (at a national level) and impact on coverage of behavioral health
 - Uncertainties in the State of Kansas' budget and implications for human services and behavioral health
- Turnover within State of Kansas departments and subsequent impact on clients
- The impact of Senate Bill 367 including:
 - Lack of requirements for parental participation and/or treatment
 - Closing Youth Residential Care (YRC II) facilities, which coupled with a decrease in local Psychiatric Residential Treatment Facility (PRTF) beds, has resulted in a lack of community treatment options for youth with severe mental health/psychiatric concerns, complex criminal backgrounds, and a history of alcohol and drug abuse.
- Kansas Communities That Care Youth Survey – Stakeholders are paying attention to potential policy changes at the state level which would make it less burdensome for schools to administer the survey.
- The potential of expanding the use of drug courts

Literature Review

The Science of Addiction

National Geographic "The Science of Addiction—New Discoveries About the Brain Can Help Us Kick the Habit" (September 2017)

This is a video about how different drugs impact the brain's wiring (cocaine, meth, heroin), including the impact on dopamine production and stimulation.

- The science behind cravings— "addiction hijacks the brain's neural pathways."
- Use of transcranial magnetic stimulation (TMS) for treating cocaine addiction (this technique also cited in pilot study by National Institute on Drug Abuse (NIDA). Further studies are now being conducted to see about the impact of TMS on other forms of addiction (e.g., smoking, drinking, gambling, binge eating).
- It takes 4-6 weeks for the brain to begin to "reset"
- Discusses baclofen and its use to treat alcohol dependency
- Discusses other forms of Medication Assisted Treatment (MAT) in the treatment of addiction done with psychosocial support as an adjunct
- Discusses "mindfulness" as a technique for relapse prevention—paying attention to cravings without reacting to them

New York Times: Addiction Inc., 4-part series (December 2017)

"The Giant Under Attack" , "In Pursuit of Liquid Gold" , "City of Addict Entrepreneurs" , "A Doctor with a Phone and a Mission"

This series includes information about the "business" of treatment and urine analysis (UA), and personal stories of people who were accessing treatment in various parts of the country. UAs have become a very profitable industry; national corporate treatment programs are buying small local providers, and offering intensive outpatient services by day, and sober living at night (client pays rent in sober living housing). The series demonstrates implications for the industry as it becomes more profit-driven and the need to maintain standards of quality in treatment for individuals with complex health issues and needs.

Kids and Electronic Addiction

New York Times "Is Your Child a Phone Addict" (January 2018)

The constant feedback loop creates Fear Of Missing Out (FOMO). References a 10-point questionnaire as a general assessment; cell phone use needs to be deliberate; need regular off-line time daily, and at least once a year for several days (family vacation, trips etc.). Also discusses the importance of removing phone from bedroom at night.

New York Times "Are Teenagers Replacing Drugs with Smartphones?" (March 2017)

Looks at minor decrease in drug use by teens over the past decade (with the exception of marijuana) and hypothesizes about the correlation between decreased drug use and increased phone and tablet use. Reviews NIDA's plan to conduct research on the issue. References a survey by Common Sense Media (2015) that found teens ages 13-18 averaged six and a half hours of screen media time per day on social media and other activities like video games. Also references a report from the Pew Research Center (2015) that found 24% of teens ages 13-17 report being online "almost constantly" and 73% had a smart phone or access to one (up from 45% in 2007).

Common Sense "New Report Finds Teens Feel Addicted to Their Phones, Causing Tension at Home" (2016)

- One out of every two teens feels addicted to his or her device and the majority of parents (59%) feel their children are addicted
- 72% of teens and 48% of parents feel the need to immediately respond to texts, social-networking messages and other notifications; 69% of parents and 78% of teens check their devices at least hourly
- 77% of parents feel their children get distracted by their devices and don't pay attention when they're together at least a few times per week
- One-third of parents and teens (36% and 32% respectively) say they argue with each other daily about device use
- 56% of parents admit they check their mobile devices while driving; 51% of teens see their parents checking/using their mobile devices while driving

New York Post "It's 'Digital Heroin': How Screens Turn Kids into Psychotic Junkies" (August 2016)

- Brain imaging shows that the use of iPads, smartphones and Xboxes affect the brain's frontal cortex (which controls executive functioning including impulse control) in the same way cocaine does
- Technology raises dopamine levels
- Clinical studies show that screens increase depression, anxiety and aggression
- Dr. Kimberly Young ("Internet Addiction") indicates that 18% of college-age internet users in the US suffer from tech addiction

New York Times "I Can't Stop: Schools Struggle with Vaping Explosion" (April 2018)

- Cites school and health officials indicating that "Nicotine is very addictive, the pods in vaping devices have a higher concentration of nicotine than do individual cigarettes"
- References a growing body of research that indicates vaping is a gateway for adolescents to begin smoking cigarettes
- References 2017 Monitoring the Future survey on adolescent drug use which indicates 24% of high school seniors reported vaping daily

University of Kansas Law School (May 2017), "Juvenile Law in Kansas after SB367: What's Changed, What's Next"

Article outlines the impact of Senate Bill 367 – a comprehensive juvenile reform bill that passed in the 2016 legislative session in order to reduce unnecessary detention of juveniles and implement evidence-based, community alternatives.

Indicator Data

2017 County Health Rankings Kansas Data (Robert Wood Johnson Foundation)

The following table reflects the number or percentage of adults based on self-reporting in the survey.

Indicator	Kansas	Johnson County
Excessive Drinking	17%	19%
Adult Smoking	18%	11%
Poor Mental Health Days	3.2	2.7
Drug Overdose Deaths	992	150
Uninsured Adults	14% (246,208)	9% (32,584)

**2014 National Survey on Drug Use and Health (NSDUH)*

2014 NSDUH Including Sub Regions	US	Kansas	KC Metro
Drug Use Age 12 and Over	Estimated %	Estimate %	Estimate %
Illicit Drug Use in the Past Month	9.58%	6.78%	7.59%
Illicit Drug Dependence in the Last Year	2.70%	2.25%	2.11%
Binge Alcohol Use in Last Month	22.94%	24.59%	25.59%
Alcohol Dependence or Abuse in the Past Year	6.60%	7.06%	6.83%
Needing but Not Receiving Treatment in the Last Year	2.40%	1.99%	1.90%
Tobacco Use in Last Month	25.81%	27.53%	25.02%

**2016 data are available but do not include sub-region.*

Substance Abuse Assessment Data (Source: Heartland Regional Alcohol and Drug Assessment Center)

HRADAC completes clinical substance abuse assessments in 76 counties throughout the State of Kansas.

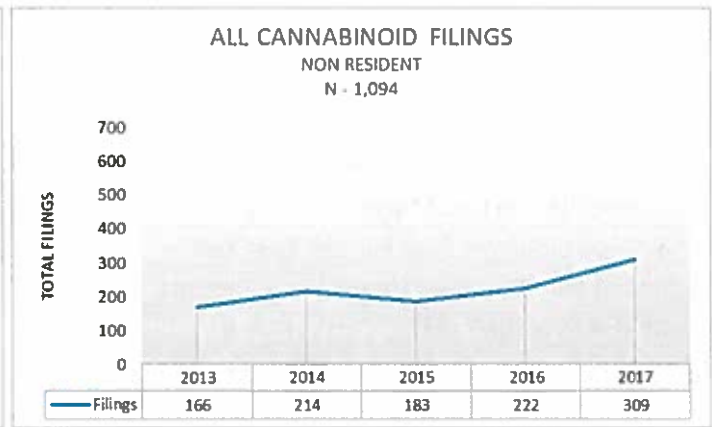
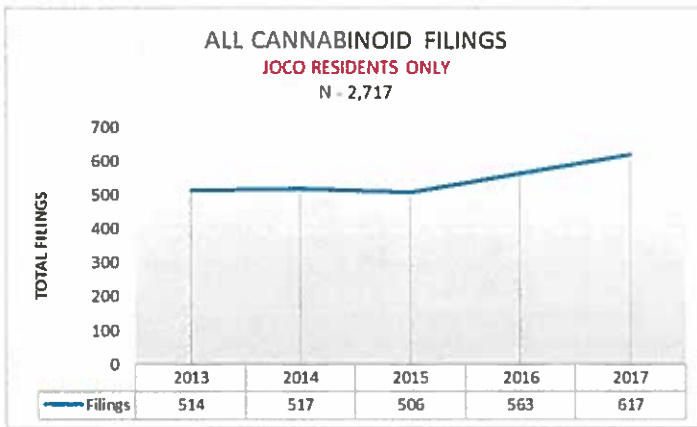
This does not represent all assessments completed in these counties as some are completed by other providers. Data are not currently available from the state so this is presented as a proxy measure.

Primary Diagnosis	All HRADAC		Johnson County	
	#	%	#	%
Alcohol Use Disorder	1541	24%	318	39%
Cannabis Use Disorder	1035	16%	119	14%
Hallucinogen Use Disorder	15	0%	4	0%
Inhalant Use Disorder	11	0%	2	0%
No Diagnosis	855	13%	77	9%
Opioid Use Disorder	382	6%	74	9%
Other/unknown Substance Use Disorder	15	0%	7	1%
Phencyclidine (PCP) Use Disorder	60	1%	3	0%
Sedative, Hypnotic, or Anxiolytic Use Disorder	30	0%	5	1%
Stimulant Use Disorder - Amphetamine Type	2350	36%	196	24%
Stimulant Use Disorder – Cocaine	229	4%	16	2%
Stimulant Use Disorder - Other/Unspecified	13	0%	1	0%
Total	6,536	100%	822	100%

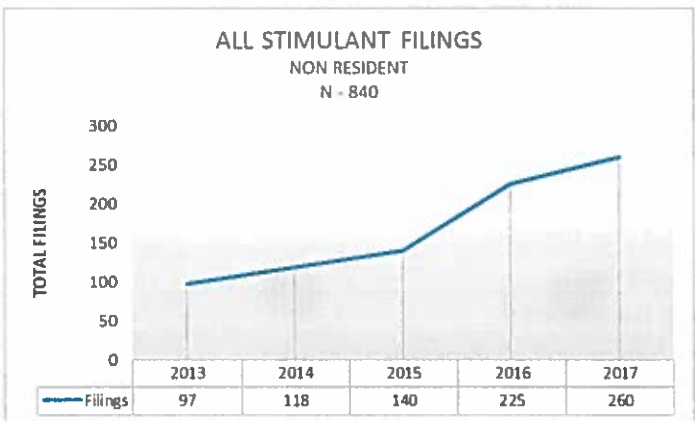
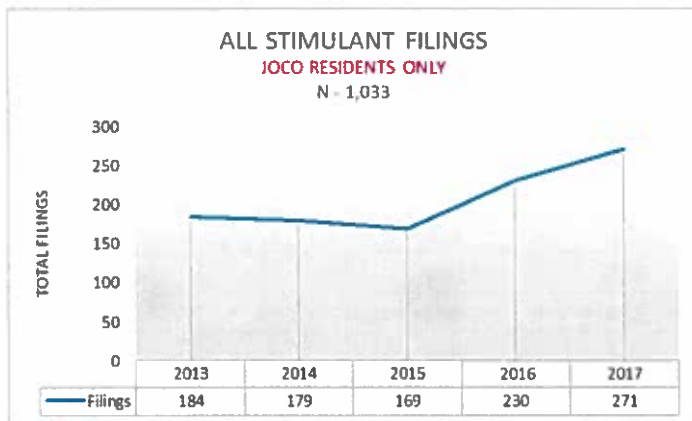
Recommendation	All HRADAC		Johnson County	
	#	%	#	%
Level .5 – Early Intervention	38	1%	18	2%
Level I – Outpatient Treatment	2433	37%	356	43%
Level II – Intensive Outpatient Treatment	529	8%	53	6%

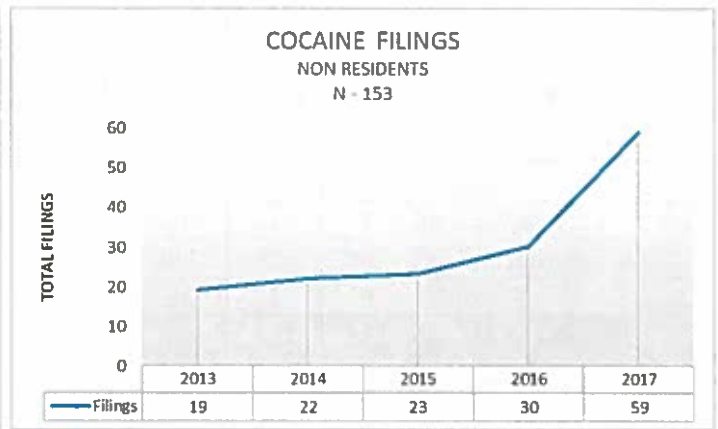
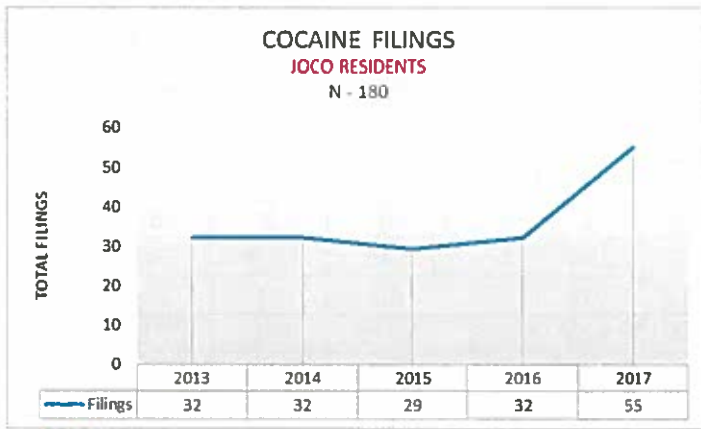
	All HRADAC		Johnson County	
Level III.1 – Reintegration	46	1%	4	0%
Level III.2-D – Social Detox	10	0%	1	0%
Level III.3 – Intermediate Treatment – Adult	1852	28%	214	26%
Level III.5 – Intermediate Treatment – Adolescent	36	1%	7	1%
No Treatment Recommended	1591	24%	169	21%
Referred to Case Management Only	1	0%	0	0%
Total	6,536	100%	822	100%

Annual Trends in Drug Filings in Johnson County Court (Source: Johnson County Justice Information Management System)

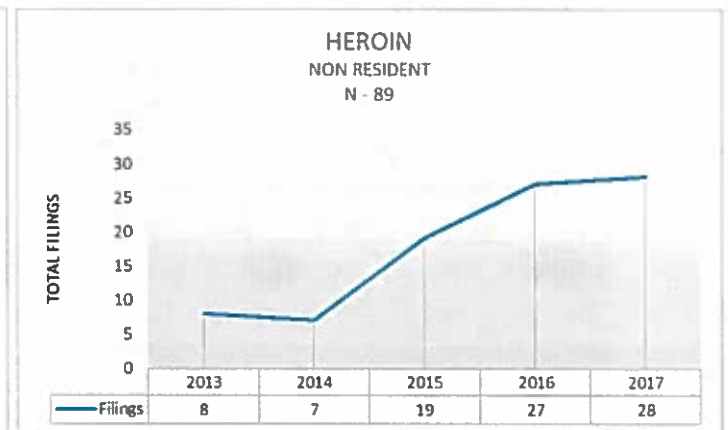
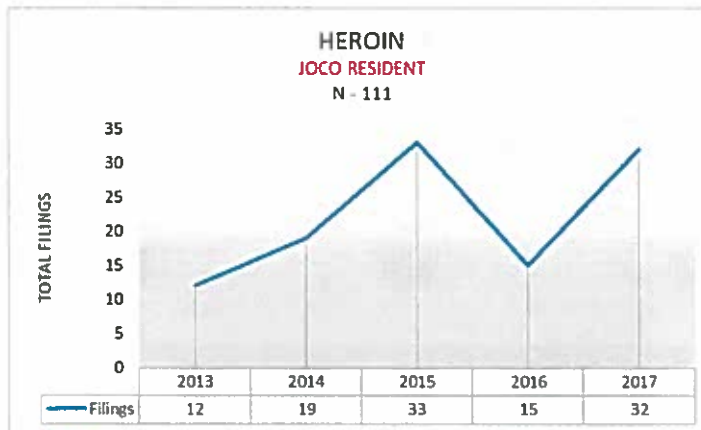
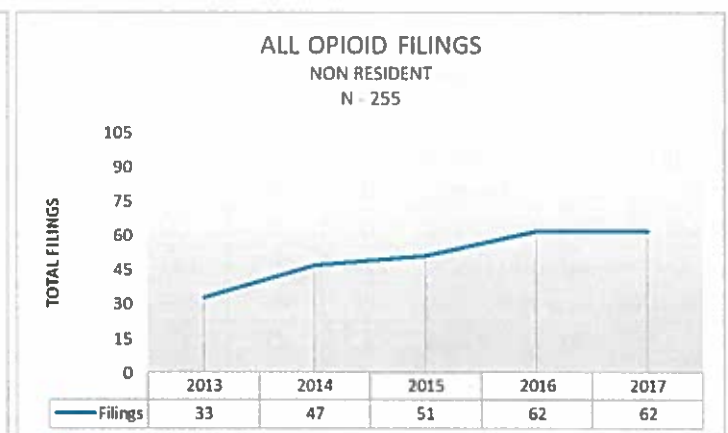
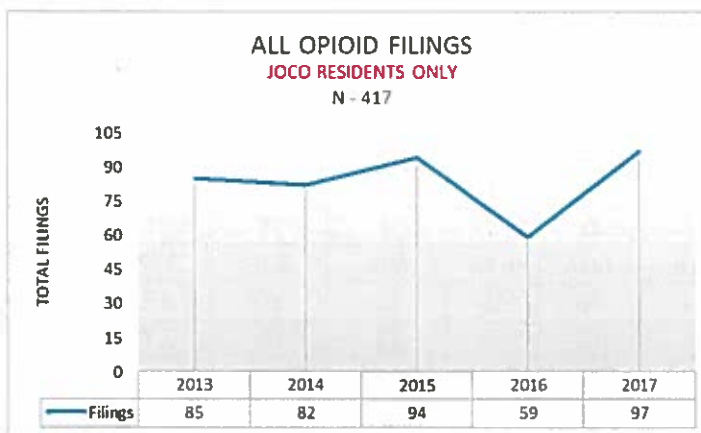


Note: There was a 39% increase in cannabinoid filings from 2016-2017 for non-residents.





Note: From 2013 to 2017, there was a 72% increase in cocaine filings on Johnson County residents and a 97% increase in non-resident filings. Additionally, methamphetamine filings have continued to steadily increase.



Johnson County Kansas Crime Laboratory Drug Identification Statistics (Source: Johnson County Sheriff's Office Criminalistics Laboratory)

The following table (page 11) reflects the results of substances tested for trials from all municipalities in Johnson County for the past ten years. The drugs listed were identified based on materials that were seized by law enforcement officers at the time of arrest, traffic stop, or of a crime, and are tested for evidence in criminal trials. All drugs seized are not submitted for testing. These results are included in this report to demonstrate the various types of illegal substances that are present in Johnson County.

Category	Total 2006	Total 2007	Total 2008	Total 2009	Total 2010	Total 2011	Total 2012	Total 2013	Total 2014	Total 2015	Total 2016*
Designer Drugs	6	12	35	197	220	89	258	111	80	83	48
MDMA	92	69	35	64	50	96	60	143	77	30	22
Pseudo/Ephed	1	1	0	0	0	1	1	0	2	0	1
Methamphetamine	364	426	214	290	237	194	422	549	484	590	683
Steroids	9	1	15	11	44	139	28	10	11	10	60
Pharmaceuticals	135	258	266	477	544	398	528	1070	616	590	827
Cocaine	666	459	296	375	385	232	155	170	175	95	140
Heroin	4	13	30	97	56	63	55	46	71	79	131
Cathine/Cathinone (Khat)	2	2	0	49	0	0	0	0	0	0	15
Ketamine	18	18	3	19	1	7	0	0	0	0	0
GHB/GBL	1	1	3	4	0	4	1	1	0	0	0
PCP	3	3	3	4	4	5	6	16	4	11	9
LSD	2	6	5	1	24	11	8	2	16	4	50
Marijuana/THC	1417	2176	1376	1488	2053	2101	1672	1575	1698	1915	2057
Psilocin/Bufotenine	37	23	7	10	13	34	26	33	30	13	46
Synthetic Cannabinoids					410	1123	649	654	315	137	66
Substituted Cathinones	0	0	0	1	27	220	179	284	71	19	1
Opium	0	0	0	0	0	0	1	0	0	0	0
Presence Not Confirmed	0	0	0	0	0	0	4	0	0	0	0
No Controlled Substance	228	193	181	296	514	607	638	491	498	373	360
Quantity Not Sufficient	41	45	59	21	24	36	19	19	10	16	30
Miscellaneous	3	0	0	16	33	13	25	22	27	37	44
Total	3029	3706	2528	3420	4639	5373	4735	5196	4185	4002	4590

*2016 data is through December 5, 2016 when the computer system changed.

2016 Top 10 Compounds*	Items
Marijuana	1541
Methamphetamine	683
Tetrahydrocannabinol (THC)	516
Alprazolam	384
No controlled substances	360
Cocaine	140
Heroin	131
Amphetamine	92
Oxycodone	82
Lysergic acid diethylamide (LSD)	50

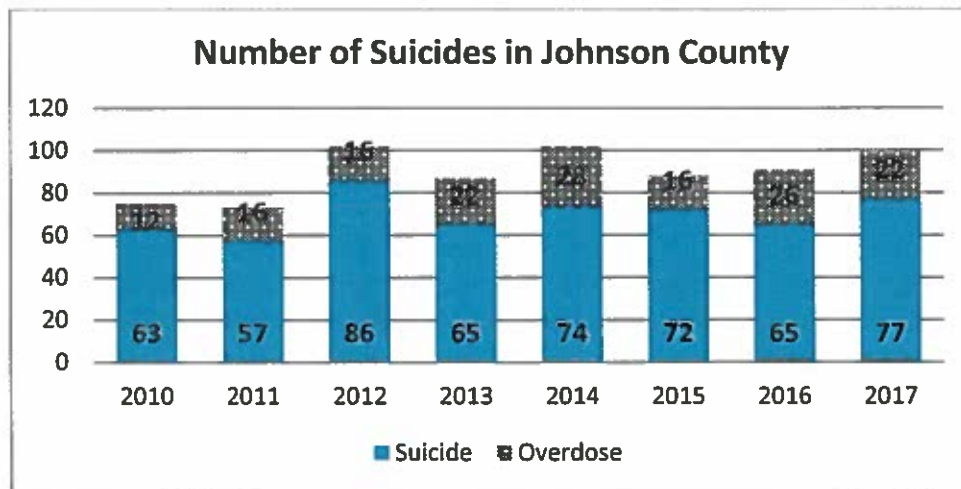
2016 Top 10 Pharmaceuticals	Items
Alprazolam	384
Amphetamine	92
Oxycodone	82
Morphine	42
Hydrocodone	40
Clonazepam	37
Diazepam	23
Zolpidem	16
Buprenorphine	15
Methylphenidate	13

*Compounding includes the combining or mixing of two or more drugs

Suicide

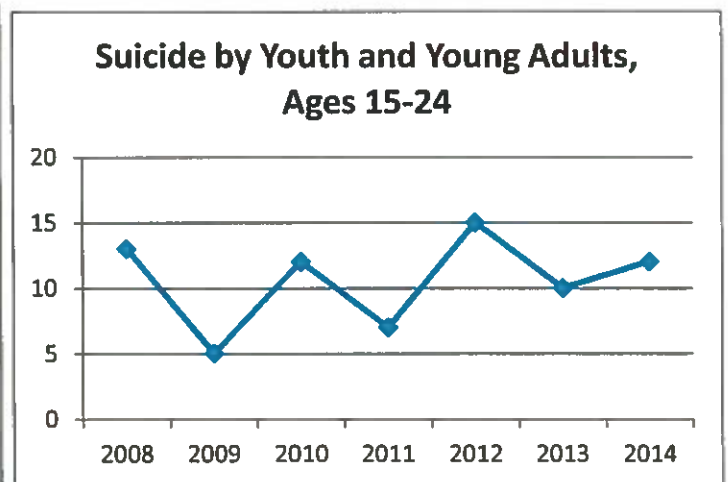
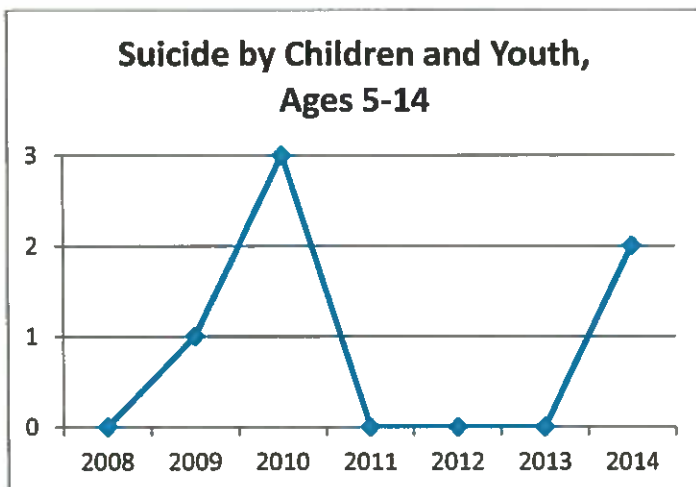
Alcohol and drug use is recognized as a contributing factor to some suicide attempts and completions. A recent report from Kansas Health Institute (KHI) stated, “suicide often occurs because of a complex combination of factors including mental disorders, substance abuse, and other treatable illnesses. It is included with drug overdoses and alcohol-related liver mortality in what have been called ‘Deaths of Despair’ by some researchers” (Death by Suicide: Disparities in the Sunflower State, KHI 2018).

The following table documents the number of suicides, including those caused by overdose in Johnson County between 2010 and 2017 according to the Johnson County Sheriff’s Coroner Call-out Log.



Suicide in Johnson County –Practicum Report by Gabriel Hawkins, MA (2016) submitted to the Department of Preventive Medicine and Public Health and the Faculty of the Graduate School of the University of Kansas.

This practicum report includes suicide trends for multiple age groups according to Kansas death certificates between the years of 2008 and 2014. Demographically, white middle-aged men (between 45-54) showed multiple risk factors for suicide. The following two tables demonstrate total suicides between 2008 and 2014 for Johnson County individuals 5 to14 years-old and 15 to 24 years-old. The Kansas Health Institute report indicates that suicide is the second-leading cause of death for individuals 15 to 24 years-old (KHI 2018).



Alcohol Related Crashes in Kansas and in Johnson County
KS Department of Transportation Fact Book on Crash Data (2006-2016)

Kansas	Total Crashes	Total Alcohol Related	% Alcohol Related	Johnson County	Total Crashes	Total Alcohol Related	% Alcohol Related
2006	65,460	3,210	5%	2006	12,271	492	4%
2007	70,589	3,292	5%	2007	12,610	528	4%
2008	65,858	3,366	5%	2008	11,538	489	4%
2009	61,173	3,120	5%	2009	10,106	443	4%
2010	60,634	2,820	5%	2010	10,785	448	4%
2011	60,082	2,569	4%	2011	10,978	390	4%
2012	58,245	2,683	5%	2012	10,566	401	4%
2013	58,472	2,394	4%	2013	9,703	351	4%
2014	59,533	2,400	4%	2014	10,665	395	4%
2015	60,473	2,310	4%	2015	11,309	389	3%
2016	61,844	2,211	4%	2016	12,273	400	3%

Johnson County Med-Act Narcan Administrations (Source: Johnson County EMS System)

The following table reflects the total number of times Johnson County Med-Act administered Narcan (naloxone) to unconscious individuals when a potential overdose was suspected. This medication is designed to rapidly reverse opioid overdoses. FirstWatch Trigger is a software that is used by the county to continually mine medical records and search for free text in the narrative referencing “heroin” or “opioids.” These measures are presented together because there are occasions when Narcan is administered and the individual is not revived (not opioid overdose), as well as times when two doses of Narcan are administered.

Year	2017	2016	2015	2014	2013	2012	2011	2010
Total # Narcan Administrations	273	268	264	234	219	244	257	219
FirstWatch Trigger		273	212	161				

Additional Supporting Information

Vaping

Use of electronic cigarettes also referred to as vape pens has become a national trend for both adolescents and adults. Vaping devices utilize liquid forms of nicotine and other substances to create an inhalable vapor.

Vaping has become a popular way to consume many forms of drugs including:

- Liquid THC
- Bath Salts
- Flakka
- Hash Oil
- Synthetic marijuana
- Psychedelics

Interviews with Johnson County Sheriff's Office, and Johnson County Adolescent for Treatment (ACT) indicate:

- Many people are vaping THC oil which does not smell; people vape it in public places and while driving.
- 100% of ACT residents who were asked, said if they were a non-smoker, they would be willing to try an E-Cig for the first time rather than smoking a regular cigarette.
- 100% of ACT residents who were asked, agreed they know students at their school who were not drug users prior to E-Cigs, but started using drugs after they began using E-cigarettes.
- ACT residents report they have used E-cigarettes to inhale other drugs such as Hash Oil, K2 Oil, etc. Many report they had smoked an E-Cig while in school attending a class.

SAMHSA Federal Update: Brief summary of presentation to DAC in November 2017 by Kimberly Nelson, SAMHSA Regional Administrator

Opioids are a pressing issue that has hit the Midwest. Naloxone, the opioid reversal drug, can be purchased with state prevention funding, if allowed by the state. Naloxone is costly, but important for first responders. The President's budget suggests a cut to the SAMHSA budget, but Congress still must finalize his recommendations. The Kansas block grant has been released and it includes a reduction in funds for mental health (community mental health centers will be impacted). Some states are expanding access to medication assisted treatment (very few such options in Kansas). Federal legislation has encouraged states to allow nurse practitioners and physician assistants to prescribe medication assisted treatment. Kansas has this option in place, extending the reach of physicians and promoting access. Serious mental illness is also a priority, but less clearly formulated to date. The [White House Opioid report](#) has recently been released and contains 55 recommendations. The [National Survey on Drug Use and Health](#) data was recently released.

Sources

Children's Mercy (2016) "Community Benefit Community Health Needs Assessment" ([https://www.childrensmercy.org/About Us/Community Benefit/Community Health Needs Assessment](https://www.childrensmercy.org/About%20Us/Community%20Benefit/Community%20Health%20Needs%20Assessment))

Children's Mercy (2016) "The State of Children's Health" ([https://www.childrensmercy.org/library/uploadedFiles/childrensmercy.org/About Us/About Childrens Mercy/Community Health Needs Assessment/Children'sMercyKansas CHNA.pdf](https://www.childrensmercy.org/library/uploadedFiles/childrensmercy.org/About%20Us/About%20Childrens%20Mercy/Community%20Health%20Needs%20Assessment/Children'sMercyKansas%20CHNA.pdf))

Common Sense "New Report Finds Teens Feel Addicted to Their Phones, Causing Tension at Home" (2016) [https://www.common sense media.org/about-us/news/press-releases/new-report-finds-teens-feel-addicted-to-their-phones-causing-tension-at](https://www.common Sense media.org/about-us/news/press-releases/new-report-finds-teens-feel-addicted-to-their-phones-causing-tension-at)

Kansas Department of Transportation "2016 Kansas Traffic Crash Fact Book" (<https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burTransPlan/prodinfo/accstat/2016FactsBook.pdf>)

Kansas Health Institute (April 2018) "Deaths by Suicide: Disparities in the Sunflower State" ([http://www.khi.org/assets/uploads/news/14821/ib1809 suicide final.pdf](http://www.khi.org/assets/uploads/news/14821/ib1809%20suicide%20final.pdf))

Johnson County Kansas, 10th Judicial District Justice Information Management System "Drug Filings 2000-2016"

Johnson County Health Department, "Community Health Assessment Process (CHAP)" (<https://www.jocogov.org/dept/health-and-environment/health/chap>)

National Geographic "The Science of Addiction—New Discoveries About the Brain Can Help Us Kick the Habit" (September 2017) <https://www.nationalgeographic.com/magazine/2017/09/science-of-addiction/>

National Institute on Drug Abuse (NIDA, 2018) "Principles of Drug Addiction Treatment: A Research Base Guide (Third Edition)" (<https://www.drugabuse.gov/publications/principles-drug-addiction-treatment-research-based-guide-third-edition/frequently-asked-questions/drug-addiction-treatment-worth-its-cost>)

National Institute on Drug Abuse at the National Institutes of Health, (NIDA, 2017) "Monitoring the Future: National Survey Results on Drug Use" (<http://monitoringthefuture.org/pubs/monographs/mtf-overview2017.pdf>)

New York Post "It's 'Digital Heroin': How Screens Turn Kids into Psychotic Junkies" (August 2016) <https://nypost.com/2016/08/27/its-digital-heroin-how-screens-turn-kids-into-psychotic-junkies/>

New York Times: Addiction Inc., 4-part series (December 2017) "The Giant Under Attack" (<https://www.nytimes.com/interactive/2017/12/27/business/drug-addiction-rehab.html>)

"In Pursuit of Liquid Gold" (<https://www.nytimes.com/interactive/2017/12/27/business/urine-test-cost.html>)

"City of Addict Entrepreneurs" (<https://www.nytimes.com/interactive/2017/12/27/business/new-drug-rehabs.html>)

"A Doctor with a Phone and a Mission" (<https://www.nytimes.com/interactive/2017/12/27/business/drug-addiction-ads.html>)

New York Times "Is Your Child a Phone Addict" (January 2018)

<https://www.nytimes.com/2018/01/17/well/family/is-your-child-a-phone-addict.html>

New York Times "Are Teenagers Replacing Drugs with Smartphones?" (March 2017)

<https://www.nytimes.com/2017/03/13/health/teenagers-drugs-smartphones.html?action=click&contentCollection=Well&module=RelatedCoverage®ion=EndOfArticle&pgtype=article>

New York Times "I Can't Stop: Schools Struggle with Vaping Explosion" (April 2018)

<https://www.nytimes.com/2018/04/02/health/vaping-ecigarettes-addiction-teen.html>

Reach Healthcare Foundation and Mid-America Regional Council "2015 Regional Health Assessment for Greater Kansas City" (www.reachhealth.org and www.marc.org)

Robert Wood Johnson Foundation, "2017 County Health Rankings: Kansas"

<http://www.countyhealthrankings.org/explore-health-rankings/rankings-reports/2017-county-health-rankings-key-findings-report>

Substance Abuse and Mental Health Services Administration (SAMHSA): Briefing on Substance Use and Treatment and Recovery in the United States

https://www.samhsa.gov/sites/default/files/partnersforrecovery/docs/Briefing_Substance_Use_Treatment.pdf

SAMHSA: "Key Substance Use and Mental Health Indicators in the United States: Results from the 2016 National Survey on Drug Use and Health" (<https://www.samhsa.gov/data/sites/default/files/NSDUH-FFR1-2016/NSDUH-FFR1-2016.htm>)

SAMHSA (2014), "Understanding the Connection Between Suicide and Substance Abuse: What the Research Tells Us" (<https://www.samhsa.gov/capt/tools-learning-resources/understanding-connection-suicide-substance-abuse>)

University of Kansas, Department of Preventative Medicine and Public Health, "Suicide in Johnson County – Practicum Report by Gabriel Hawkins, MA" (2016)

University of Kansas Law School (May 2017), "Juvenile Law in Kansas after SB367: What's Changed, What's Next" (<https://law.ku.edu/sites/law.ku.edu/files/docs/recent-developments/2017/derousse-materials-juvenile-law.pdf>)

US Department of Health and Human Services, "Healthy People 2020" <https://www.healthypeople.gov/>

APPENDIX

**Appendix 1: Contributing Jurisdictions to 2018 Alcohol Tax Fund (ATF)
2018 Drug and Alcoholism Council Membership
2019-2021 ATF Funding Priorities Task Force**

Contributing Jurisdictions to 2018 Alcohol Tax Fund

Johnson County, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village and Shawnee

2018 DAC Membership

Judge Jenifer Ashford* 10th Judicial District	Major David Brown City of Lenexa Representative	Captain Troy Duvanel City of Merriam Representative
Jennifer Granger SAIC	Nikki Green Shawnee Mission Medical Center	Jill Grube City of Shawnee Representative
Brad Hart Healthcare Foundation of Greater Kansas City	Jen Jordan-Spence City of Gardner Representative	Martha Lapietra, MD IPC-The Hospitalist Company
Cathy Lawless City of Leawood Representative	Emily Meissen-Sebelius City of Prairie Village Representative	Jaime Murphy City of Overland Park Representative
Christina O'Neil O'Neil on Barkley	Chris Oliver* Shawnee Mission School District	Major Daryl Reece Johnson County Sheriff's Office
Liana Riesinger City of Mission Representative	Rev. Kevin Schutte Johnson County BOCC Representative	Jill Vincente City of Olathe Representative
Charlene Whitney* Community Volunteer		<i>*Ex Officio Member (non-voting)</i>

2019-2021 ATF Funding Priorities Task Force

Honorable Jenifer Ashford, 10th Judicial District
Major David Brown, Retired Lenexa Police Department
Jen Jordan-Spence, City of Gardner, Grant Program Coordinator
Cathy Lawless, Community Volunteer
Marya Schott, United Community Services, Director of Resource Allocation
Megan Toal, Consultant, Toal and Associates

Appendix 2: 2018 DAC Members and Key Stakeholders Interviewed for Report 2018 ATF Providers

2018 DAC Members and Key Stakeholders Interviewed for this Report

Charles Bartlett, Kansas Department for Aging and Disability Services (KDADS)
Dr. Martha Lapietra, Cottonwood Springs Hospital and IPC-The Hospitalist Company (DAC)
Susan Sherman, City of Olathe
Danielle Dulin, City of Lenexa
Jen Jordan-Spence, City of Gardner (DAC)
Nikki Green, Shawnee Mission Medical Center (DAC)
Margo Quiriconi, Children’s Mercy Hospital, Community Health Initiatives
Robert Sullivan, Johnson County Department of Corrections
Major Daryl Reece, Johnson County Sheriff’s Office (DAC)
Brad Hart, Healthcare Foundation of Greater Kansas City (DAC)
Kevin Kufeldt, Johnson County Adolescent Center for Treatment (ACT)

2018 ATF Prevention, Intervention and Treatment Providers Surveyed for this Report

(Surveys were anonymous.)

Blue Valley School District, USD 229
De Soto School District, USD 232
Olathe School District, USD 233
Shawnee Mission School District, USD 512
Spring Hill School District, USD 230
Artists Helping the Homeless
Boys and Girls Club of Greater Kansas City, Olathe Club
Cornerstones of Care
First Call Alcohol/Drug Prevention & Recovery
Friends of Recovery Association (Oxford Houses)
Heartland Regional Alcohol and Drug Assessment Center
Johnson County Court Services
Johnson County Department of Corrections
Johnson County District Attorney’s Office
Johnson County Mental Health Center: Prevention Services and Dual Diagnosis Adult Outpatient Treatment/
Adult Detox Unit/Adolescent Center for Treatment
KidsTLC, Inc.
KVC Behavioral Healthcare, Inc.
Lorraine’s House, Inc.
Mirror, Inc.
Preferred Family Healthcare, Inc., Olathe Office
SAFEHOME, Inc.
The Family Conservancy

Appendix 3: 2017 Kansas Communities That Care

According to Greenbush/Southeast Kansas Education Service Center, "Reports showing Kansas Communities That Care (KCTC) Youth Survey data provide an objective profile of the problem behaviors, risk factors and protective factors that exist in your communities. This information highlights strengths and challenges, which help in the development of a focused prevention plan. Data from the KCTC Survey is used to help school and community planners assess current conditions and prioritize areas of greatest need. Each risk and protective factor can be linked to specific types of interventions that have been shown to be effective in either reducing risk(s) or enhancing protection(s). Survey results help schools and communities make key decisions regarding allocation of resources, how and when to address specific needs, and which strategies are most effective and known to produce results." (www.kctcdata.org)

The Kansas Communities That Care Survey is given to students in the 6th, 8th, 10th and 12th grades, usually between December 1 and January 31. The participation rate by Johnson County students dropped from 79-81% in 2012 through 2014, to 36% in 2017. Percentage of participation is based upon total number of 6th, 8th, 10th, and 12th grade students in the County (public and private schools). The lack of Johnson County survey data makes it less reliable for identifying county-wide trends (not statistically reflective of the County), however, individual school districts which administer the survey and have significant participation, are able to compare their district and building results over time.

2017 Johnson County Kansas Communities That Care Survey Data

- 53.9% of students report within past 12 months, they have talked to at least one parent about dangers of tobacco, alcohol, or drug use.
- 16.7% of students report they have tried cigarettes, e-cigarettes, vape pens or e-hookahs.

Alcohol is the most likely substance abused: 31.9% used at least once in lifetime; 19.5% used in past 30 days.

- Average age when had first drink was 13.8 years-old.
- Average age when began drinking one/two times per month was 15.3 years-old.
- 30-day alcohol use increased 194% from 8th grade to 10th grade (8.55% to 25.15%); and, it increased 86% from 10th grade to 12th grade (25.15% to 46.77%).

Marijuana

- 13.1% of surveyed students reported use of marijuana in their lifetime,
- 7.3% of survey students reported use of marijuana in past 30-days,
- The average age when first smoked marijuana was 14.8

Use of prescription pain relievers not prescribed

- 2% of students responded "at least once" to question asking number of occasions used during past 30 days.
- 5.5% percent of students responded "at least once" to question asking number of occasions used during lifetime.

Use of prescription stimulants not prescribed

- 2% percent of students responded "at least once" to question asking number of occasions used during past 30 days.
- 5.1% percent of students responded "at least once" to question asking number of occasions used over lifetime.

2019 ATF Distribution

PRAIRIE VILLAGE: \$40,000

UCS administration	\$1,866
Shawnee Mission School District	\$578
Lorraine's House	\$520
Prefered Family Healthcare	\$2,380
Friends of Recovery	\$1,206
The Family Conservancy	\$832
Heartland Regional Alcohol & Drug Assessment Center	\$3,322
Cornerstones of Care	\$1,248
Jo. Co. Mental Health Center Adolescent Center for Treatment	\$5,273
Johnson County Mental Health Center Adult Detoxification Unit	\$6,030
Johnson County Mental Health Center Adult Dual Diagnosis	\$3,431
Johnson County Mental Health Center Prevention Services	\$2,380
Johnson County Court Services	\$2,824
First Call	\$1,352
SAFEHOME	\$505
Johnson County Dept. of Corrections - Voucher Assistance	\$225
Johnson County Dept. of Corrections - Changing Lives	\$150
KidsTLC	\$969
KVC	\$728
Mirror, Inc.	\$3,661
Artists Helping the Homeless	\$520
Total	\$40,000

Source: United Community Services of Johnson County 913-438-4764

2019 ALCOHOL TAX FUND GRANTEES

November, 2018

School Districts and UCS

Blue Valley School District
Superintendent: Dr. Todd White
Contact: Sondra Wallace
15020 Metcalf
Overland Park, KS 66223
(913) 239-4239
(913) 239-4153 (fax)
sswallace@bluevalleyk12.org

Olathe School District
Superintendent: John Allison
Contact: Tim Brady
14160 S. Black Bob Rd.
Olathe, KS 66063
(913) 780-7989
(913) 780-8006 (fax)
tbradyec@olatheschools.org

Spring Hill School District
Superintendent: Dr. Wayne Burke
Contact: Clay Frigon
101 East South Street
Spring Hill, KS 66083
(913) 592-7355
(913) 592-2743 (fax)
frigonc@usd230.org

De Soto School District
Superintendent: Frank Harwood
Contact: Dr. Joseph Kelly
35200 W. 91st Street
De Soto, KS 66018
(913) 667-6200
(913) 667-6201 (fax)
jkelly@USD232.org

Shawnee Mission School District
Superintendent: Dr. Michael Fulton
Contact: Dr. John McKinney
8200 W. 71 St.
Overland Park KS 66204
(913) 993-6422
johnmckinney@smsd.org

**Drug and Alcoholism Council of Johnson County
United Community Services of Johnson County**
Exec Director: Julie Brewer
Contact: Marya Schott
12351 W. 96th Terrace, Suite 200
Lenexa, KS 66215
(913) 438-4764
(913) 492-0197 (fax)
maryas@ucsjoco.org

Community-Based Agencies and Departments of County Government

Artists Helping the Homeless, Inc.
Exec Director/Contact: Kar Woo
11412 Knox
Overland Park, KS 66210
(816) 668-1007
(913) 345-2090 (fax)
kato@ahh.org

First Call Alcohol/Drug Prevention & Recovery
Exec Director: Susan Whitmore
Contact: Emily Hage
9091 State Line Rd.
Kansas City, MO 64114
(816) 800-8052
(816) 361-7290 (fax)
emilyh@firstcallkc.org

Cornerstones of Care
Exec Director: Denise Cross
Program Contact: David Irwin
6420 W. 95 St.
Overland Park KS 66212
816-853-2968
(816) 508-3535 (fax)
david.irwin@cornerstonesofcare.org

Finance: Cary Bruce
Cornerstones of Care
300 E. 36th Street
Kansas City, MO 64111
Cary.Bruce@cornerstonesofcare.org
(816) 508-1719

Boys & Girls Club of Greater Kansas City
Exec Director: Dred Scott
Program Contact: Jason Roth
4001 Blue Parkway, Ste. 102
Kansas City, MO 64130
(816) 361-3600
(816) 361-3675 (fax)
jroth@helpkckids.org
Finance Contact: Teagan Wherritt
816-462-0141; twherritt@helpkckids.org

Friends of Recovery Association
Exec Director/Contact: Kathleen Wright
6422 Santa Fe Drive, Rm. 105
Overland Park, KS 66202
(913) 722-0367
(913) 722-6325 (fax)
kittythomas04@hotmail.com

**Heartland Regional Alcohol & Drug
Assessment Center (RADAC)**
Exec. Director: Jason Hess
Contact: Sara Jackson
P.O Box 1063
Mission, KS 66222
(913) 789-7152
(913) 789-0954 (fax)
sara@hradac.com

Johnson County Court Services

Administrative Officer: Laura Brewer
Contact: Hillerie Hedberg
588 E. Santa Fe, Ste. 4000
Olathe, KS 66061
(913) 715-7467
(913) 715-7420 (fax)
hillerie.hedberg@jocogov.org

KidsTLC

CEO: Dr. Erin Dugan
Contact: Shannon Wickliffe
480 S. Rogers Rd.
Olathe, KS 66062
(913) 324-3630
(913) 780-3387 (fax)
swickliffe@kidstlc.org

Lorraine's House, Inc.

Contact: Lucy Brown
115 North Cooper St.
Olathe, KS 66061
(913) 780-9600
(913) 273-0720 (fax)
lucyb@avenuestorecovery.net

Mirror, Inc.

President/CEO/Program Contact: Barth Hague
Finance Contact: Carlos Wriedt
P.O. Box 711
Newton, KS 67114
(316) 283-6743
(316) 283-6830 (fax)
bhague@mirrorinc.org
cwriedt@mirrorinc.org

SAFEHOME, Inc.

Exec Director/Contact: Heidi Wooten
P.O. Box 4563
Overland Park, KS 66204
(913) 375-1515
(913) 432-9302 (fax)
heidi.wooten@safehome-ks.org

The Family Conservancy

Exec Director: Dean Olson
Contact: Casey Thomas
444 Minnesota Ave., Ste. 200
Kansas City, KS 66101
(913) 742-4137
(913) 742-4337 (fax)
cthomas@tfckc.org

Johnson County Dept. of Corrections

Director: Robert Sullivan
Voucher Assistance Contact: Keith Clark
Changing Lives Contact: Karie Mayo
588 E. Santa Fe, Ste. 3000
Olathe, KS 66061
(913) 715-4511
(913) 715-4557 (fax)
keith.clark@jocogov.org
karie.mayo@jocogov.org

Johnson County Mental Health Center

Exec Director: Tim DeWeese
Finance Contact: Beth Barbour
6000 Lamar, Ste. 130
Mission, KS 66202
beth.barbour@jocogov.org
(913) 826-1582

Adolescent Center for Treatment

Adult Detoxification Unit
Adult Dual Diagnosis
Contact: Deborah Stidham
(913) 715-7638
(913) 826-1594 (fax)
deb.stidham@jocogov.org

Prevention Services

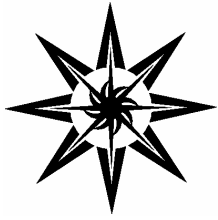
Contact: Shana Burgess
(913) 715-7880
(913) 715-7881 (fax)
shana.burgess@jocogov.org

KVC Behavioral HealthCare, Inc.

Exec Director: Chad Anderson
Program Contact: Dr. Linda Bass
21344 West 153rd Street
Olathe, KS 66061
(913) 956-5212
(913) 621-0052 (fax)
lbbass@kvc.org

Preferred Family Healthcare

Exec Director: Michael Schwend
Program Contact: Nancy Atwater
1009 E. Old Hwy 56
Olathe, KS
(816) 474-7677
(816) 474-7671 (fax)
natwater@pfh.org
Finance Contact: Cynthia Hannah
900 E. LaHarpe
Kirksville, MO 63501
channah@pfh.org



MAYOR

City Council Meeting Date: December 3, 2018

Consider Appointment of City Clerk

RECOMMENDATION

Mayor Wassmer requests the City Council ratify the appointment of Adam Geffert to serve as the City Clerk with an anticipated start date of December 17, 2018.

MOTION

Move to ratify Mayor Wassmer's appointment of Adam Geffert as the City Clerk.

BACKGROUND

The Mayor is recommending Mr. Adam Geffert for appointment to serve as the City Clerk following a regional search and hiring process.

City staff reviewed applications and narrowed the field to six applicants for the first round of interviews. A selection committee was appointed by the Mayor to assist with the second round of the top three finalists, which consisted of the Mayor, Council Members Myers and Runion, and Mayor-Elect Mikkelson.

Mr. Geffert was given a conditional job offer so City staff could complete a background check and health screening that was also contingent upon final approval by the City Council. Mr. Geffert has passed all required testing and reference checks were very favorable, reinforcing that Mr. Geffert was the leading candidate to assume this role.

ATTACHMENTS

Mr. Geffert's Resume

PREPARED BY

Alley Porter

Assistant City Administrator

Date: November 29, 2018

Adam Geffert



OBJECTIVE:

To obtain a challenging and rewarding position in which I am able to utilize my education, skills and experience for the benefit of the community.

PROFESSIONAL EXPERIENCE:

Public Safety Communications Planning and Administrative Manager

Mid-America Regional Council (MARC) – May, 2007 to Present
Kansas City, MO

- Preparation and oversight of \$6,000,000 annual regional budget
- Coordination with legal counsel to craft agreements and contracts with regional cities, counties, and corporations
- Project management and oversight
- Interaction with vendors to determine project goals, budgets and timelines
- Grant coordination and management
- Regular auditing of program revenue, expenses and grants
- Consistent interaction with elected and appointed officials regarding budget and program issues
- Management and supervision of program planning and administrative staff
- Development of annual work plan and five-year strategic plan for regional public safety program
- Direct support of program director

Public Safety Communications Technician

- Maintenance and support of nine county regional 911 network
- Effective management of multiple simultaneous projects
- Frequent communication with internal staff, vendors, public safety personnel and elected and appointed officials to ensure highest-level service quality
- Development of written process analyses, informational documents, and technical procedures
- Budget projection and forecasting
- Compilation and analysis of complex statistical data
- Utilization of GIS-based software for region-wide data collection project

Adam Geffert



Specialist 2, Information Technology Administration

T-Mobile, USA – May, 2005 to May, 2007
Lenexa, KS

Technical Support Analyst

CompuCom Systems, Inc. -- January, 2001 to May, 2005
Overland Park, KS

EDUCATION:

- **Master of Public Administration**
University of Kansas - May, 2010
- **Bachelor of Science - Organismal Biology**
University of Kansas - May, 1999

AWARDS AND RECOGNITION:

- CompuCom Excellence in Teamwork Award – January, 2005
- T-Mobile PEAK Award Nominee – 1st Quarter, 2006; 4th Quarter, 2006
- Pi Alpha Alpha National Honor Society Member

ADDITIONAL LEADERSHIP EXPERIENCE:

- MARC Employee Council Co-Chair – 2010-2012
- Coordinator of Regional Information Technology Managers Association (RITMA)
- Member of Guiding Principles and Core Values development team and Meeting Facilitator for Employee Sessions
- Member of Health Insurance Subcommittee
- Member of New Employee Orientation Task Force
- Member of Kansas 911 Coordinating Council

VOLUNTEER WORK:

- Blue River Watershed Association
- Historic Kansas City Foundation
- 3rd – 7th Grade Girls' Recreational Soccer Coach

References will be furnished upon request.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 3, 2018

ADA APPEAL BY JAMES OLENICK RELATED TO CITY PLANNED PLAYGROUND PROJECTS

BACKGROUND

Resident James Olenick submitted questions during the public comment period for the planning and design phase of the Franklin Park playground equipment replacement project. Public Works responded to his questions; the response also referred to another project planned at Harmon Park involving a new inclusive play set.

In accordance with Council Policy 004, Mr. Olenick subsequently submitted a complaint to the ADA Coordinator (Public Works Director), indicating, “the proposed plan to install neighborhood play area (sic) that are not full (sic) accessible, and forcing the disabled to travel to a fully accessible play area [is] a blatant attempt to segregate the challenged children from their neighborhood friends.” (Attachments 1 and 2). Emails Mr. Olenick sent around the same time requested that the City “Provide complete plans showing how this play equipment meets the challenge of providing access for all citizens as outlined under the Americans with Disabilities Act” and “Make all of the play grounds fully accessible.”

The ADA Coordinator reviewed Mr. Olenick’s complaint and emails, determined the proposed playground equipment for Franklin Park is ADA compliant, and prepared a written determination. (Attachment 3). The ADA Coordinator also committed to provide Mr. Olenick plans for Franklin and Harmon Park once they are finalized.

Mr. Olenick appealed the decision of the ADA Coordinator to the ADA Compliance Committee (City Administrator, Public Works Director, Chief of Police, and Human Resource Manager) as specified by CP 004. (Attachment 4). In the opening paragraph of his appeal, Mr. Olenick states:

I find your response to be inadequate and falls woefully short of addressing minimally accessible playgrounds in neighborhoods and a large fully accessible playground with all the bells and whistles in Harmon Park and the decisions families have to make regarding where to have disabled and able bodied children play. You did not address how the “plan” the city is concocting addresses the Sophie’s choice the city is forcing family’s (sic) with a disabled child to make.

(Attachment 4). The appeal further describes what he means by “Sophie’s choice”:

A family with 2 children close in age, one is disabled the other is not, the disabled child with minimal accessible options in the local neighborhood park is bored and wants the challenge of the bells and whistles at the Harmon park play area, this means leaving the neighborhood and the children the disabled child goes to school with on a daily basis. The able child wants to play and hang with his school buddies in the neighborhood park. Make the decision, which child wins, which child gets to play with his friends at the playground? If the disabled child

“wins” the city is fostering resentment by the able child, if the able child wins the disabled child spends his time getting ready for the rest of his life on the sidelines, forced there by ill informed (sic) able-bodied decisions. By forcing families to make this decision the city is discriminating against those families.

(Attachment 4).

Mr. Olenick’s statement to the ADA Compliance Committee is Attachment 5. He indicated that his appeal is “not about whether the equipment purchased by the city is accessible, it is about a burden being applied to families with a challenged child and the integration of the family of a challenged child into the neighborhood culture.” (Attachment 5). He requested that the city “[s]pread the spending around to the neighborhoods making those playsets a neighborhood hub bringing children or all abilities together” instead of “spending for the Harmon Park ADA playset 4 times the amount to be spent on neighborhoods.” (Attachment 5).

The ADA Compliance Committee denied Mr. Olenick’s appeal, noting that “[a]ll city parks are different sizes and have different amenities, requiring families with children who have and do not have disabilities to choose whether to drive to a park to use amenities that a park within walking distance does not have.” (Attachment 6). After offering several examples, the ADA Committee concluded, “[t]hese choices apply across the board to families whose children have different interests and abilities. As such, the City’s plan to install accessible play equipment at Harmon Park is not discriminatory and does not violate the Americans with Disabilities Act.” (Attachment 6).

Mr. Olenick initially planned to speak to the Parks Committee before appealing the ADA Committee’s determination, indicating:

I have made my position clear, the cities (sic) plan to steal money from the neighborhoods to fund a play palace while the county is building one 3 miles away, within driving distance as Mr. Jordon (sic) so clearly emphasized as the city's position, it is to put the money where the citizen's live, in the neighborhoods. I have read the survey and I am having difficulty finding an overwhelming desire, a half a million dollar desire, to build this play palace, I find the citizens want their neighborhoods to be livable and walk-able, not having to drive for fun, with quality parks close by. So I will address the committee that plans the parks and express my opinion of their plan and my opposition to it and what I will do if the plan does not change.

(Attachment 7). Public works notified Mr. Olenick that the purchase of the Franklin Park equipment would be coming before the Council. Mr. Olenick requested an appeal to the City Council, as allowed by CP 004. Mr. Olenick will be present to address the Council and discuss his concerns.

The Franklin Park playground equipment purchase has been delayed during this complaint/appeal process. The vendor agreed to extend the quoted price through December 4th. The proposed equipment meets ADA requirements and has many inclusive features. Design for the Harmon Park inclusive playset will begin in early 2019.

Tammy Somogye, City Attorney for ADA issues, has provided counsel during this complaint/appeal process and will be present at the meeting to answer any questions.

ATTACHMENTS

Council Policy CP-004

Complaint

ADA Coordinator Determination

Appeal to ADA Committee

Mr. Olenick's written testimony to ADA Committee

ADA Committee's Determination

Appeal to Council

PREPARED BY

Keith Bredehoeft, Public Works Director

November 29, 2018



City Council Policy: CP004 - ADA Compliance Committee

Effective Date: August 3, 1998

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

- A.** To ensure that the City is accessible to all residents and visitors, and that all city programs are inclusive.
- B.** To provide prompt and equitable compliance with and the resolution of recommendation/complaint alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act (ADA).

III. RESPONSIBILITY

IV. DEFINITIONS

V. POLICY

- A.** The City of Prairie Village intends to comply with the provisions of the Title II, and has adopted an internal grievance procedure for prompt and equitable resolution of a recommendation/complaint alleging any action prohibited by the U.S. Department of Justice regulations implementing Title II of the Americans with Disabilities Act. Title II states, in part, that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of, the services, programs, or activities of a public entity, or be subject to discrimination by any such public entity.
- B.** The Compliance Committee will be composed of the City Administrator, Personnel Director, Police Chief, Public Works Director, and the ADA Coordinator.
 - 1. The City Administrator will be the chair.
 - 2. The ADA Coordinator will be a non-voting member of the Committee.
 - 3. The Compliance Committee shall be responsible for responding to appeals of the decisions by the ADA Coordinator regarding the City's compliance with Title II requirements, making decisions regarding such appeals, and reporting these decisions to the Governing Body.
- C. Compliance**

The City of Prairie Village intends to ensure that discrimination on the basis of disability does not exist in any programs, activities or services provided by the City or contracted by the City in accordance with Title II. To be protected under ADA, a disabled person must be "qualified". The Title II rules define "qualified" as a disabled person who, with or without reasonable accommodations, auxiliary aids or removal of barriers, can meet the essential eligibility requirements to participate in programs or receive services offered by the City.

VI. PROCEDURES

- A.** The City encourages all people to freely advise and inform the City of any potential shortcomings or recommend creative solutions to increase the accessibility for City facilities and programs.
 - 1. Complaints should be filed with the ADA Coordinator, 3535 Somerset Drive, Prairie Village, KS, 66208, (913) 385-4640, or TDD at 800-766-3777, FAX 642-0117, who has been designated to coordinate ADA compliance efforts.
 - 2. A recommendation/complaint filed in writing or verbally, should contain:
 - a.) The name and address of the person filing it;
 - b.) A description of the alleged violation; and
 - c.) A recommendation for reasonable accommodation or solution should be provided.
 - 3. A complaint should be filed within 30 calendar days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case by case basis.)
 - 4. An investigation, as may be appropriate, shall follow the filing of complaint. The investigation will be conducted by the ADA Coordinator.
 - a.) These rules contemplate informal but thorough investigations, affording all interested parties and their representatives, if any, the opportunity to submit evidence relevant to the complaint.

CP004 - ADA Compliance Committee

- b.) A period of 30 calendar days is permitted for the investigation, but may be extended for reasonable cause after advising the complainants.
5. A written determination of the complaint and a description of the resolution, if any, shall be issued by the ADA Coordinator and a copy forwarded to the complaint/s by certified mail with receipt requested and the City ADA Compliance Committee no later than 15 calendar days after the completion of the investigation.
6. The complainants can request an appeal of the decision by the ADA Coordinator. The appeal should be made within 30 calendar days after receipt of the decision to the ADA Coordinator, 3535 Somerset Drive, Prairie Village, KS, 66208, (913) 385-4640, or TDD at 800-766-3777, FAX 642-0117, who has been designated to coordinate ADA compliance efforts.
 - a.) The ADA Compliance Committee shall meet with the complainant/s to hear the appeal. This hearing shall be within 30 calendar days of receipt of the appeal.
 - b.) The Committee shall issue a written decision within 30 calendar days of the hearing date.
 - c.) A copy of the decision will be sent to the complainant/s by certified mail with receipt requested, no later than 35 calendar days after completion of the hearing.
 - d.) A record of action taken on each appeal must be maintained as a part of the records or minutes at each level of the grievance process by the City Clerk.
7. If the Committee has not resolved the recommendation/complaint to the satisfaction of the complainant/s, the complainant/s may request, within 30 calendar days of the written decision by the ADA Compliance Committee, a hearing by the City Council.
 - a.) The City Council will hear the recommendation/complaint no later than the third regularly scheduled City Council meeting after receipt of the complainant's hearing request.
 - b.) A decision shall be made no later than the conclusion of the fourth regularly scheduled City Council meeting after receipt of the complainant's hearing request.
 - c.) A copy of the decision will be sent to the complainant/s by certified mail with receipt requested no later than 15 calendar days after the fourth regularly scheduled City Council meeting after receipt of the complainant's hearing request.
- B.** The right of a person to a prompt and equitable resolution of the recommendation/complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as filing of an ADA recommendation/complaint with the appropriate federal department or agency. Use of this procedure is not a prerequisite to the pursuit of other remedies.
- C.** These rules shall be construed to protect the substantive rights of interested persons to meet appropriate due process standards and to assure that the City of Prairie Village complies with the ADA and its implementing regulations.

July 20, 2018

ADA Coordinator
3535 Somerset Drive
Prairie Village, KS 66208

Re: Segregation of disabled children from their neighborhood playgrounds

ADA Coordinator,

I find the proposed plan to install neighborhood play area that are not full accessible, and forcing the disabled to travel to a fully accessible play area a blatant attempt to segregate the challenged children from thier neighborhood friends.

Prairie Village was founded by incorporating neighborhoods with Home Owner's Associations restrictions based on race fostering continuing segregation, with this history one would think the city would be aware of the consequences of segregation.

This is a formal complaint under the American's with Disability Act.

Sincerely



James Olenick
4114 w 74th st
Prairie Village KS 66208

PS As part of a settlement with my family over access to the swimming pool with assistive technology over 20 years ago the city agreed to publish in it's monthly newsletter to citizens a positive message of inclusion, something missing from recent publications, add this to the above complaint.

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

August 31, 2018

Mr. James Olenick
4114 W 74th Street
Prairie Village, KS, 66208

Re: Park Accessibility and Traffic Islands

E-mails dated 7/19/18, 7/21/18 and 8/03/18; Letter dated 7/20/18

Dear Mr. Olenick:

ISSUE #1: Your 7/20/18 letter states, "I find the proposed plan to install neighborhood play area that are not full accessible, and forcing the disabled to travel to a fully accessible play area a blatant attempt to segregate the challenged children from their neighborhood friends." Your emails dated 7/19/18 and 7/21/18, although worded differently, discuss the same general concern. Your 7/20/18 letter also indicates, "As part of a settlement with my family over access to the swimming pool with assistive technology over 20 years ago, the city agreed to publish in its monthly newsletter to citizens a positive message of inclusion, something missing from recent publications."

ACTION REQUESTED: You requested the following actions be taken:

- "Provide complete plans showing how this play equipment meets the challenge of providing access for all citizens as outlined under the Americans with Disabilities Act."
- "Make all of the play grounds fully accessible".
- Make email addresses for city staff readily available.

FINDINGS BY THE CITY ADA COORDINATOR: As you know, the City conducted a survey and held a public meeting regarding various park proposals for Franklin Park. The City plans to conduct similar activities in advance of selecting the equipment for Harmon Park. The plans for playground equipment at Franklin Park and Harmon Park have not been finalized. The City is working with vendors to ensure that the upgraded park equipment and path of travel to such equipment in both parks comply with applicable law, including Title II of the Americans with Disabilities Act. The City has already confirmed that the equipment options for Franklin Park comply with the Americans with Disabilities Act. When the plans for Franklin Park and Harmon Park are finalized, I will provide a copy to you. Plans for Franklin Park will likely be available in October 2018. Harmon Park plans will likely be available in the spring of 2019.

Email for staff is readily available on the Staff Directory page. <https://www.pvkansas.com/city-government/staff-directory>.

The City was unable to locate any settlement with you requiring the publishing of a positive message of inclusion. Nevertheless, the City is glad to include information regarding accessibility in the Village Voice and additional information regarding accessibility on the City's website.

Public Works working for you...

Providing the right service, at the right time, at the right cost.

3535 SOMERSET DRIVE * PRAIRIE VILLAGE, KANSAS 66208 * www.pvkansas.com * publicworks@pvkansas.com
PUBLIC WORKS: 913/381-6464 * FAX: 913/642-0117 * SERVICE REQUEST LINE: 913/385-4647

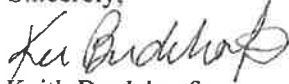
ISSUE #2: In your 8/3/18 email, you state, “the wording of cp220 concerning the islands maintained by the HOAs, CP220 does not include a non-discrimination statement like nearly every other city sponsored or approved activity.”

REQUESTED ACTION: “The non-discriminatory statement needs to amended to CP220, since none of the HOAs have a similar statement on any of their web sites, newsletters or activities, including requests for volunteers to maintain the islands.”

FINDINGS BY THE CITY ADA COORDINATOR: Title II of the Americans with Disabilities Act applies to all City programs and activities, including its maintenance of traffic islands. As such, CP220 will not be amended. Nevertheless, the City will include a non-discrimination statement in its Permit for Work on City Right-Of-Way, City Easement & City Property to include a non-discrimination statement. A copy of the updated Permit is included for your records.

Thank you for bringing these matters to my attention.

Sincerely,



Keith Bredehoeft
Director of Public Works

Cc: Wes Jordan, City Administrator
Tammy M. Somogye, Attorney

September 4, 2018

ADA Coordinator
3535 Somerset Drive
Prairie Village, KS 66208

Re: Segregation of disabled children from their neighborhood playgrounds

ADA Coordinator,

I find your response to be inadequate and falls woefully short of addressing minimally accessible playgrounds in neighborhoods and a large fully accessible playground with all the bells and whistles in Harmon Park and the decisions families have to make regarding where to have disabled and able bodied children play. You did not address how the “plan” the city is concocting addresses the Sophie’s choice the city is forcing family’s with a disabled child to make.

I included a copy, as I have today, of section 504 of the ADA that specifically addresses discrimination against families, caretakers and other advocating for the disabled. The city has a history of limiting the disabled participation in recreational activities sometimes with the threat of arrest. This is an appeal of the cities response to my original complaint. If Wes Jordon is a member of the ADA committee I ask he recuse himself. Mr. Jordon made sure I knew he would arrest and my children for swimming in the city pool with my disabled child utilizing adaptive technology. If he won’t this is an appeal directly to the City Council, and if denied I will make my complaint known at an upcoming City Council meeting. I will present my case utilizing imagery of the Nazi’s forcing Sophie to make her choice as to which child is to live.

A family with 2 children close in age, one is disabled the other is not, the disabled child with minimal accessible options in the local neighborhood park is bored and wants the challenge of the big bells and whistles at the Harmon park play area, this means leaving the neighborhood and the children the disabled child goes to school with on a daily basis. The able child wants to play and hang with his school buddies in the neighborhood park. Make the decision, which child wins, which child gets to play with his friends at the playground? If the disabled child “wins” the city is fostering resentment by the able child, if the able child wins the disabled child spends his time getting ready for the rest of his life on the sidelines, forced there by ill informed able-bodied decisions. By forcing families to make this decision the city is discriminating against those families.

I appeal the inadequate response to my complaint, I find the city response to be vague and not in compliance with section 504 of the ADA.

This is a continuation of my formal complaint under the American's with Disability Act.

Sincerely,

A handwritten signature in black ink, appearing to read "James Olenick". The signature is fluid and cursive, with a large initial "J" and "O".

James Olenick
4114 w 74th st
Prairie Village KS 66208

ADA Appeal
October 10, 2018

- This is not about whether the equipment purchased by the city is accessible, it is about a burden being applied to families with a challenged child and the integration of the family of a challenged child into the neighborhood culture.
- Shawnee Mission Schools are fully integrated with challenged children spending the majority of their days with neighborhood classmates, learning, eating, playing, exercising and growing together.
- Since the city has decided that the challenged only deserve partially accessible play sets in the neighborhoods, then partial baseball diamonds, partial basketball courts, partial tennis courts, partial soccer fields should be the norm in neighborhood parks, forcing the able bodied to travel to a central location for a pick up game, right? Why not? Yet the idea of forcing a family with a challenged child to shlep to a central location for fun and exercise is OK? For a physically challenged child's family instead of a walk to a neighborhood park the city has decided it is not a big deal to load a child with a disability into the car(contrary to the city's desire to be walk-able), along with all the equipment it may take to perform those tasks drive to the central "all inclusive" play set, unload play then reverse the process to get home for dinner, all the while the disabled child's sibling is screaming to play with his or her friends on the full sized well maintained soccer field in their neighborhood park.
- Prairie Village through application of park funds is continuing a tradition of segregation.
- From the city's founding with neighborhood home owners' associations featuring discriminatory language in their bylaws the city has done nothing to change that underlying foundation of discrimination.
- By spending for the Harmon Park ADA playset 4 times the amount to be spent on neighborhoods the city is working hard to draw the challenged away from their home neighborhoods to a central location, directly opposed to the methods of the school district and harking back to the 1950's.

- Barely 3 miles away in the Meadowbrook development Johnson County is installing an inclusive playset equal to or larger than the one planned for Harmon park.
- The neighborhood soccer fields, basketball courts, and baseball diamonds are full sized, while the ADA playsets are barely adequate and not suitable for all age groups.
- Forcing families to choose between full sized soccer fields and baseball diamonds where an able child can play without restriction and barely adequate ADA playsets. Due to inadequate funding these playsets are limited, restrictive and marginal or taking the able and challenged child away from the school buddies and neighborhood to play at the extravagant playset, to challenge the child with issues on the all inclusive playset. A decision parents of able children are not forced to make.
- This is the Sophie's choice, which child gets to play, which child gets to have neighborhood friends, which child wins which child loses.
- Bottom line: Spread the spending around to the neighborhoods making those playsets a neighborhood hub bringing children of all abilities together. Follow the lead of the school district to include and integrate all children in all activities.

THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

November 6, 2018
Via Certified Mail, Return Receipt Requested

Mr. James Olenick
4114 W. 74th Street
Prairie Village, KS, 66208

Re: Park Accessibility
Appeal Letter dated 9/4/2018

Dear Mr. Olenick:

This letter will serve as the ADA Compliance Committee's decision on your appeal of the ADA Coordinator's response to your complaint about "segregation of disabled children from their neighborhood playgrounds."

Appeal Request: "Spread the spending around to the neighborhoods making those playsets a neighborhood hub bringing children of all abilities together. Follow the lead of the school district to include and integrate all children in all activities."

Decision: This request is denied.

Reasons for Decision: Members of the ADA Compliance Committee considered the information you presented at the hearing held on October 10, 2018 and via email the same day.

All City of Prairie Village parks are different sizes and have different amenities, requiring families with children who have and do not have disabilities to choose whether to drive to a park to use amenities that a park within walking distance does not have. For example, only Harmon Park has a skate park. Parents of children (who have and do not have disabilities) living beyond walking distance of Harmon Park must decide whether to get in the car to drive to Harmon Park so the child who wants to use the skate park can do so or whether to deny that child the opportunity to use the skate park and play at a neighborhood park within walking distance instead. The same choice must be made if one sibling wants to play tennis on the tennis courts or wants to play basketball on a basketball court, but does not live within walking distance of a park that has tennis courts or a basketball court. In short, due to the size of and amenities available at the City's parks, residents desiring to use them must make choices regarding whether to drive to a park with a certain amenity not available at a park that is within walking distance. These choices apply across the board to families whose children have different interests and abilities. As such, the City's plan to install accessible play equipment at Harmon Park is not discriminatory and does not violate the Americans with Disabilities Act.

The City plans and designs all park projects to comply with applicable law, including Title II of the Americans with Disabilities Act. The City has done so at Franklin Park and will do so at Harmon Park. If you desire, you are welcome to be part of the planning of the Harmon Park project.

If you are not satisfied with the outcome of this appeal, pursuant to Council Policy No. 004, you have the right to request, within 30 calendar days of this written decision, a hearing by the City Council. Please submit any such request to me and I will have the appeal scheduled within the time allowed by Council Policy No. 004.

Thank you for your interest in Prairie Village parks.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Jordan", written over a horizontal line.

Wes Jordan
City Administrator

Cc: Amy Hunt, Human Resources Manager
Tim Schwartzkopf, Police Chief
Keith Bredehoeft, Director of Public Works
Tammy M. Somogye, Attorney

Meghan Buum

From: Wes Jordan
Sent: Thursday, November 29, 2018 9:46 AM
To: Meghan Buum
Subject: FW: Parks are Rec committee

From: james olenick <jamesolenick@hotmail.com>
Sent: Wednesday, November 14, 2018 10:49 AM
To: Keith Bredehoeft <kbredhoeft@pvkansas.com>
Subject: Re: Parks are Rec committee

1. I don't want the good folks of the Parks and Rec committee to be blind sided, they have a need to know.
2. Time moves forward, anything can be changed, added to or subtracted to, this is a process
3. I do appeal the ADA committee's findings and request a full city council hearing

On 11/14/2018 9:19 AM, Keith Bredehoeft wrote:

Mr. Olenick,

My questions are more process related than anything. See below.

- 1- I understand you plan to come to the Park and Rec meeting tonight and want to talk in the public comment part of the meeting. That is fine but I would not necessarily plan for any detailed discussion on this issue at this meeting. They may choose to discuss at a future meeting. We have time related to the Harmon Park project as the detailed planning has not yet begun. I expect to begin working on this project after the first of the year. We will be engaging the public to get ideas on the concepts for this play equipment.
- 2- Related to the play equipment at Franklin Park- In September, I had sent you all our information related to the selected equipment including the council memo. That has not changed and we will be asking for council approval of this next Monday, November 19. Our bid price from our contractor is only valid until the end of November.
- 3- Future appeal to council- Let us know of you desire to appeal within the 30 days and then we will add to a future council agenda. As I mention above we have time for this appeal as the detailed planning for Harmon Park had not yet begun.

I just wanted to let you know some additional details.

Thanks

Keith Bredehoeft, PE
Public Works Director
City of Prairie Village
913.385.4642 || kbredhoeft@pvkansas.com

From: james olenick <jamesolenick@hotmail.com>
Sent: Tuesday, November 13, 2018 5:05 PM
To: Keith Bredehoeft <kbredehoeft@pvkansas.com>
Subject: Re: Parks are Rec committee

I have made my position clear, the cities plan to steal money from the neighborhoods to fund a play palace while the county is building one 3 miles away, within driving distance as Mr. Jordon so clearly emphasized as the city's position, it is to put the money where the citizen's live, in the neighborhoods. I have read the survey and I am having difficulty finding an overwhelming desire, a half a million dollar desire, to build this play palace, I find the citizens want their neighborhoods to be livable and walk-able, not having to drive for fun, with quality parks close by. So I will address the committee that plans the parks and express my opinion of their plan and my opposition to it and what I will do if the plan does not change.

On 11/13/2018 2:35 PM, Keith Bredehoeft wrote:

Hello Mr. Olenick,

Can you give me a quick call on my cell phone, 913-909-3696, as I just want to make sure I fully understand your email below.

Thank you!

Keith Bredehoeft, PE
Public Works Director
City of Prairie Village
913.385.4642 || kbredehoeft@pvkansas.com

From: james olenick <jamesolenick@hotmail.com>
Sent: Friday, November 09, 2018 9:42 AM
To: Keith Bredehoeft <kbredehoeft@pvkansas.com>
Subject: Parks are Rec committee

I will be attending and speaking during the public comments portion of this meeting. I will outline my position and my actions if the city proceeds with it's plan to segregate and isolate the physically challenged from their neighborhoods. I will outline my objections to the consolidated "inclusive" play area and how it goes against the city's general direction of walkability in neighborhoods. I will present the city's own words on neighborhood walkability to make my case. If the city proceeds with the plan now in place my ADA complaint will reactivate and resulting in a direct appeal to the city council. Based on what happens during the meeting on Wednesday will decide if I start a social media campaign to insure that the challenged children are not forced to leave their neighborhood to play.

--

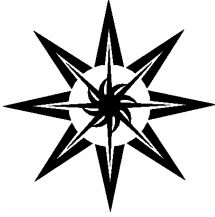
The very powerful and the very stupid have one thing in common. They don't alter their views to fit the facts, they alter the facts to fit their views.
Dr. Who 1977

--

The very powerful and the very stupid have one thing in common. They don't alter their views to fit the facts, they alter the facts to fit their views.
Dr. Who 1977

--

The very powerful and the very stupid have one thing in common. They don't alter their views to fit the facts, they alter the facts to fit their views.
Dr. Who 1977



Public Works Department

Council Meeting Date: December 3, 2018

CONSIDER APPROVAL FOR THE 2018 PARKS PLAYSET PACKAGE

RECOMMENDATION

Move to authorize the Mayor to sign the contract with PlayScapes Recreation LLC for the 2018 Parks Playset Package for a total of \$119,958.89.

BACKGROUND

The 2018 Parks Playset Package includes two new sets of equipment at Franklin Park. A public meeting was held on July 10, 2018 and an online survey was posted on the City’s website with 256 responses to show four designs to residents. Two of the playsets were brought before the Park and Recreation Committee for discussion at the September 12th meeting. The Blue Boats set was designed with many inclusive features and an ACTIVE principal of design which includes all 6 physical fitness elements of play: swinging, climbing, brachiating, spinning, sliding, and balancing activities that everyone can find an element to enjoy and the environment encourages activity. The design has been approved as a PlayOn National Demonstration site.

The Blue Boats play set is being recommended by staff and the Parks and Recreation Committee for budget, play value and the net result for inclusive play items, to list a few: inclusive music area which offers multi -generation age groups sensory, rehabilitative, and therapeutic play benefits along with mobility device accessibility and adaptive mallets for those unable to grasp; seated spin seats- two adaptive providing equal play regardless of ability, providing proprioceptive movement experience, encouraging cooperation, and featuring supportive seats and handles to help users sustain engagement; sensory climber - offering children in the beginning stages of climbing the emotional security to explore height by providing a wider base of support, hand holds, and a transfer area; roller slide- created originally to reduce static for those with Cochlear implants, it was found to offer many benefits providing sensory feedback to the lower extremities while enhancing core stability, dynamic balance, and spatial awareness; and talk tubes- an accessible ground level activity promoting interaction between users. The playset and the engineered wood fiber used in the play area meet the ADA Standards for Accessible Design



FUNDING SOURCES

The funding is available in the 2018 CIP Parks Projects.

ATTACHMENTS

1. Vendor Agreement with 2D schematic

PREPARED BY

Melissa Prenger, Senior Project Manager

September 13, 2018

Playscape Recreation LLC
 PO Box 146
 Yates Center, KS 66783
 (620) 625-3800
 kate@playscaperecreation.com



QUOTE

ADDRESS

Melissa Prenger
 City of Prairie Village
 3535 Somerset Dr.
 Prairie Village, KS 66208

SHIP TO

Melissa Prenger
 City of Prairie Village
 3535 Somerset Dr.
 Prairie Village, KS 66208

QUOTE # 1319

DATE 09/13/2018
EXPIRATION DATE 10/13/2018

ACTIVITY	QTY	RATE	AMOUNT
Playground 801-116504B--	1	62,581.00	62,581.00
Installation	1	25,000.00	25,000.00
Harmony Park Freenotes:1 Serenade	1	4,200.00	4,200.00
Harp 11 Note non-resonated aluminum comes on a powder coated steel frame, and two Mallets	1	4,000.00	4,000.00
Flower Large Flowers - 2 different flowers 2 colors with 4 anodized aluminum notes each on a green powder coated steel frame. Choice of Yellow or Indigo	1	899.00	899.00
Turf IPEMA Certified Turf per specs MUSIC GARDEN	1	4,500.00	4,500.00
Material Surcharge	1	3,659.70	3,659.70
EWF Install Installation of EWF up to 12" Price Per square foot Includes up to 270 Cubic Yards of Fresh Mulch -	8,000	1.18	9,440.00
Labor Removal of existing equipment. Installer claims all salvage rights, it will be removed to be salvaged/recycled and given the time/price of project will not be reusable. For re-use a labor rate of \$150 per hour to mark and carefully remove equipment.	1	0.00	0.00
Terms - Includes coordinating deliveries and unloading equipment at job site please let us know up front if you cannot unload equipment and store in case of inclement weather. Additional Trip Fee available if	1	0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
----------	-----	------	--------

delivery needs taken before installation to unload.

- This price does not include other demolition
- This price excludes core drilling or cutting concrete or asphalt
- The price on this line item specifically excludes permitting fees; permitting is the responsibility of the customer
- The price on this line item excludes site security during installation and curing period
- The price on this line item specifically excludes disposal of packing materials. If sufficiently large trash cans/dumpsters are provided, our crew will place the trash in those containers; if trash cans/dumpsters are not provided, one can be ordered at an additional charge
- Price excludes prevailing wage or other premium labor requirements
- Specifically excludes installation of tree protection fencing or other measures. The customer acknowledges that work within drip lines of existing trees may result in damage or death of existing trees. This proposal specifically excludes remediation or replacement of any landscaping material in or around the playground. Shall not be responsible to remove existing trees, limbs, roots etc.

SUBTOTAL	114,279.70
SHIPPING	5,679.19
TOTAL	\$119,958.89

Accepted By

Accepted Date

CITY OF PRAIRIE VILLAGE, KANSAS

PURCHASE ORDER

TERMS AND CONDITIONS

PlayScapes Recreation LLC Proposal re: Franklin Park dated September 17, 2018

City of Prairie Village, Kansas ("City") hereby issues this purchase order (this "Order") to PlayScapes Recreation LLC, 101 South Pratt, Yates Center, Kansas 66783 (the "Seller") accepting Proposal dated September 13, 2018 re: Franklin Park, a copy of which is attached to this Order, for products (the "Products") and/or services ("Services") to City. These terms and conditions are in integral part of the Order and may not be varied without City prior written consent.

1. TRANSPORTATION. Unless otherwise stipulated on the face of this Order or as modified by letter from City, goods covered by this Order shall be shipped "FOB destination". Risk of loss and title to said goods to pass to City only upon delivery to City's specified end destination. Delivery in advance of the specified City's shipping date, however, will not cause passage of title, transfer of risk of loss and/or establish FOB point. Transportation charges on goods delivered FOB destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Seller. Unauthorized transportation charges not prepaid will be offset by City.

2. TERMS AND CONDITIONS. No terms and conditions other than the terms and conditions set forth in this Order, including any terms and conditions in any document attached to or incorporated by reference, shall be binding upon City unless accepted by it in writing signed by the City's Purchasing Agent or Supply Chain Manager. Notwithstanding any other provision of this Order, City reserves expressly the right to revoke this Order at any time prior to receipt of notice of acceptance by Seller. Acceptance is limited to the terms stated herein. All terms and conditions contained in any prior proposal or acknowledgment of this Order which are different from or in addition to the terms and conditions of this Order are hereby rejected and shall not be binding on City, whether or not they would materially alter this Order, and City hereby objects thereto. Seller will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or service covered by this Order is shipped or an invoice is presented in connection with the said Products and Services.

3. INSPECTION; ACCEPTANCE. All Products and Services shall be received subject to City's right of inspection and rejection, and any payment by City for such Products and Services does not constitute acceptance. If any of the Products and Services furnished hereunder are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this Order, City, in addition to any other rights which it may have under all applicable warranties or otherwise, may at its option correct or have corrected the nonconformity at Seller's expense, or reject and return such goods and/or discontinue such services at Seller's expense. Such Products and Services shall not be replaced or continued without written authorization from City. City may accept, without prejudice, a portion of any shipment, and, at its option, have Seller repair or replace any non-conforming portion of the shipment, at Seller's expense. Items rejected shall be removed promptly by the Seller at its expense and at its risk. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud or with respect to the City's rights under the "Warranty" clause.

4. TERMS. The Order price shall not be increased nor the terms hereof changed without the City's written consent. The Seller warrants that the prices of the items covered by this Order are not in excess of the Seller's lowest lawful prices in effect on the date of this Order for comparable quantities of similar items. If cash discounts for early payment are offered by Seller, the period of time agreed upon as constituting "early payment" shall begin with the later of the invoice date or receipt of merchandise. "Net invoices" will be paid on the last day of the following month. Unless freight or other charges are itemized, the discount will be taken on the full amount of the invoice.

5. DELIVERY SCHEDULE. Time is of the essence in the fulfillment of this Order. This Order is subject to cancellation if not shipped at the specified time. The City reserves the right to refuse deliveries made in advance of the delivery schedule. Merchandise shipped after the time specified may be returned at the Seller's expense for full credit. Retention of all or any part of such merchandise shall not be considered acceptance of same. Acceptance of such merchandise shall not be deemed a waiver of the City's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule. City shall be reimbursed in full for all merchandise returned. In addition thereto, City shall have the privilege, if shipment is not made on time, to purchase similar merchandise in the open market in such quantities as they may find necessary not exceeding the amount called for in this Order and hold Seller responsible for the difference, if any, between the price so paid and the Order price.

6. TERMINATION BY CITY. City shall have the right for and at its convenience to terminate this Order in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with City's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the items for which this Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. In no event shall the Seller be entitled to recover incidental, consequential, punitive or special damages. Seller shall advise the City, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination.

7. ENTIRE AGREEMENT. This Order constitutes the entire agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in the Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized officer of the City. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, which shall supersede all inconsistent provisions included in Seller's proposal and in any subsequent acknowledgment by Seller, notwithstanding the City's act of accepting or paying for any delivery or similar act of the City.

8. SHIPMENT. All material shall be properly packed for shipment. The Seller shall comply with the City's standard routing and shipping instructions issued by the City. If such instructions are not attached hereto or have not been previously received, instructions must be requested from the City immediately. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the face of the Order. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller. All items shall be properly identified with City's Order number releasing shipments against this Order and the Order item number or other identification number shown.

9. TAXES. Unless otherwise stated, the prices on the cover page of this order do not include any sales, use, excise, or similar taxes, duties, tariffs or import charges that may be applicable to the goods, materials, work or services furnished hereunder. All such taxes and charges shall be shown separately on Seller's invoice.

10. INSURANCE. Seller hereby certifies that insurance policies (from a reputable insurance company acceptable to the City) providing coverages and limits in accordance with good industry practices will be maintained in full force during the term of this Order.

11. WARRANTIES. City shall receive the benefits of any warranty made by the manufacturer of the Products. In addition, Seller warrants that it has title to the Products free and clear of any liens, claims, or other encumbrances, and that the Products and Services are of good and merchantable quality, in conformity with industry standards, fit and safe for their intended purpose, and free from defects of any kind. Seller further warrants that the Products and Services conform strictly to (i) the terms of the Purchase Order, (ii) any

specifications or drawings provided by City and/or any samples provided by Seller and (iii) Seller's published functional specifications for the Products. Seller further warrants that, except to the extent based on designs provided by City, the design, construction, sale, and use of the Products does not and will not infringe on any U.S. patent, trademark, service mark, trade secret or other proprietary rights of any other person. If any Products or Services are found not to conform to any of these warrants within twelve (12) months after delivery of such Products or completion of performance of such Services, or if any Products do not function properly during that time period for any reason other than as a result of City's misuse of such Products, then, at City's option and Seller's sole cost and expense, Seller shall promptly either repair or correct such nonconforming Products or Services or replace nonconforming Products with conforming Products. City also shall be entitled to pursue any other remedies available to it at law or in equity.

12. INDEMNIFICATION. Seller shall defend, indemnify and hold harmless City, its officials, officers, employees and agents (collectively the "Indemnitees") from and against all expenses, claims, demands, liabilities or money judgments including but not limited to reasonable attorney fees incurred by an Indemnitee arising from or related to (i) any breach of this Order or any covenant or warranty contained herein by Seller; (iii) any defect in goods or services; or (iv) the negligence or fault of Seller, its employees or authorized representatives. City shall promptly notify Seller of any proceeding, claim or threat filed against any Indemnitee and shall have the right, but not the obligation, to participate in the defense, including the right of retention of counsel and disposition of the matter, of any lawsuit or other action for which Seller is obligated to defend and indemnify City under this Order. Notwithstanding anything to the contrary in this Order, Seller shall have no duty of indemnification under this Order to the extent that said expenses, claims, demands, liabilities or money judgments are caused by the negligence, fault, or non-compliance with this Order on the part of the City. This Section shall survive any termination of this Order.

13. CHOICE OF LAW; VENUE. This Order and the purchase and sale of the Products and Services described herein shall be governed by and construed in accordance with the laws of the State of Kansas. The act of contracting for the purchase of the goods and services, and the payment for same, shall be deemed to have occurred in Johnson County, Kansas. Venue for any dispute arising from or related to this purchase order and the purchase of the Products and Services described herein shall be in the District Court in Johnson County, Kansas.

City of Prairie Village, Kansas	PlayScapes Recreation LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:	Date:



UPRIGHT STARLIGHT BLACK ACCENT BLUE DECK BROWN ROTO MULTI-COLORED HDPE BLUE HDPE NONE SHADE NONE ROOF NONE CABLE BLACK MAX-APEX BLUE

Franklin Park
 Prairie Village KS

801-116504B



544 Chestnut Street
 Chattanooga, TN 37402
800.727.1907
 playandpark.com

Franklin Park
3535 Somerset Dr
Prairie Village KS 66208

Playscape Recreation

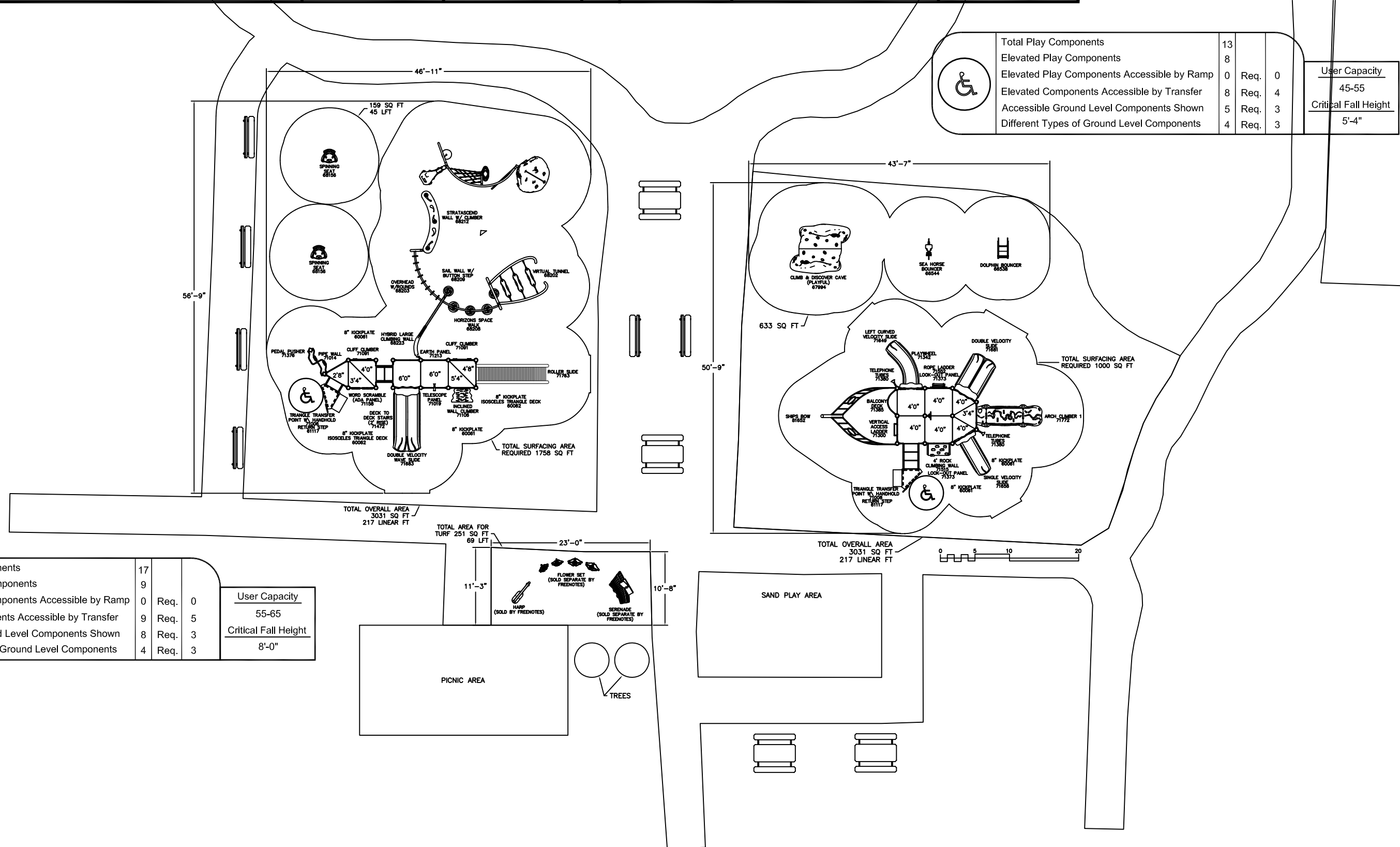
This play equipment is recommended for children ages:
2-5 and 5-12
Minimum Area Required:
Per Site

Scale: 1/16" = 1'-0"
This drawing can be scaled only when in an 11" x 17" format

Drawn By:
Tiffanie Brown
Date:
06/22/18
Quote Number:
801-116504B

play&park structures
A PLAYCORE Company
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

User Capacity
105-115
Critical Fall Height
8'-0"



	Total Play Components	17			
	Elevated Play Components	9			
	Elevated Play Components Accessible by Ramp	0	Req.	0	User Capacity
	Elevated Components Accessible by Transfer	9	Req.	5	55-65
	Accessible Ground Level Components Shown	8	Req.	3	Critical Fall Height
Different Types of Ground Level Components	4	Req.	3	8'-0"	

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 3, 2018

DISCUSS 68TH STREET AND MISSION ROAD STORMWATER IMPROVEMENTS PROJECT- SMAC PRELIMINARY ENGINEERING STUDY

RECOMMENDATION

Approve the submittal of the Preliminary Engineering Study (PES) to the Johnson County SMAC Program for the 68th and Mission Road Stormwater Improvements Project.

BACKGROUND

In February 2018, Council approved a contract with Water Resources Solutions to develop a PES for the area at 68th and Mission Road. This study is funded at 75% by the County's SMAC program. The goal of the study was to determine solutions that would reduce home and roadway flooding due to Brush Creek. In August of 2017 there were several flood events that caused home and roadway flooding.

The PES is attached and describes three possible solutions as required by the SMAC program.

A public meeting was held on October 9, 2018 and residents were supportive of the project.

Approval to submit the PES to the County for potential funding is requested. The project will compete with other projects submitted in Johnson County. The earliest a project could be funded would be 2020. The SMAC program would potentially fund 75% of the final design, construction, and construction inspection costs.

ATTACHMENTS

PES for the project.
Power Point Presentation

PREPARED BY

Cliff Speegle, Stormwater Project Manager

November 29, 2018



11-16-2018

Johnson County SMAC Project No. BC-11-057
Brush Creek at Mission Road and 68th Street
Preliminary Engineering Study
Prepared for the City of Prairie Village
Nov. 16, 2018

This page intentionally left blank

Nov. 16, 2018

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

Subject: Brush Creek at 68th Street and Mission Road Preliminary Engineering Study

Dear Mr. Bredehoeft:

Water Resources Solutions, LLC is pleased to present its preliminary engineering study outlining alternative solutions for the intermittent flooding of Brush Creek at Mission Road and 68th Street.

Within this preliminary engineering study report you will find, per Johnson County requirements, an executive summary; a general discussion, including background, existing conditions, standards, utility contacts and permits; a summary of findings, including project limits, hydrology and hydraulics, field investigations; a description of alternatives, which includes proposed improvements, utilities, rights-of-way and easements, effects on other cities and opinions of probable costs; recommendations, including evaluation of alternatives and recommended alternative; and flood problem rating forms.

If you have any questions or require additional information, please contact me at (913) 302-1030.

Sincerely,
Water Resources Solutions, LLC



Donald W. Baker, P.E., D. WRE, CPESC
Principal and Owner



11-16-2018

Table of Contents

Executive summary	1	c. Utilities	12
I. Project overview	1	d. Rights-of-way/easements	14
A. Flood problem rating table	1	e. Preliminary drawings	14
B. Background	1	f. Opinions of probable cost	14
C. Existing conditions	2	g. Relationship to other	
D. Standards	3	city stormwater facilities	14
E. Utility contacts	5	h. Effects on surrounding cities	14
F. Permits	5	i. Conformance with	
G. Conformance with watershed studies	5	current design standards	15
II. Summary of findings	7	3. Description of alternative 3	15
A. Project limits	7	a. Facilities	15
B. Hydrology and hydraulics	7	b. Road/traffic	15
C. Field investigations	7	c. Utilities	15
D. Improvement alternatives	8	d. Rights-of-way/easements	15
1. Description of alternative 1	8	e. Preliminary drawings	15
a. Facilities	8	f. Opinions of probable cost	15
b. Road/traffic	8	g. Relationship to other	
c. Utilities	8	city stormwater facilities	15
d. Rights-of-way/easements	9	h. Effects on surrounding cities	15
e. Preliminary drawings	9	i. Conformance with current	
f. Opinions of probable cost	9	design standards	15
g. Relationship to other city		III. Recommendations	17
stormwater facilities	9	A. Evaluation of alternatives	17
h. Effects on surrounding cities	9	1. Alternative 1	17
i. Conformance with		2. Alternative 2	17
current design standards	9	3. Alternative 3	17
2. Description of alternative 2	11	B. Recommended alternative	17
a. Facilities	11	IV. Acceptance by cities within upstream and down-	
b. Road/traffic	12	stream limits of project	17

List of Figures

Figure 1: Homes affected by flooding	3
Figure 2: Drainage area map	4
Figure 3: Map of flooded residences	5
Figure 4: FEMA flood map for project area	6
Figure 5: Project limits	7
Figure 6: Mission Road utility poles and lines	8
Figure 7: Houses proposed for buyout plan	9
Figure 8: Plan view of Mission Road with park	12
Figure 10: Plan view of Mission Road with lot	14

List of Tables

Table 1: Johnson County SMP Flood Protection Rating Table	2
Table 2: Utility contacts	4
Table 3: Comparison of low-opening elevations to the 100-year surface elevations	7
Table 4: Alternative 1 – buyout – engineer’s opinion of probable construction cost	10
Table 5: Alternative 2 – raising Mission Road with park – engineer’s opinion of probable cost	13
Table 6: Raising Mission Road with lot – engineer’s opinion of probable cost	16



EXECUTIVE SUMMARY

The City of Prairie Village has asked Water Resource Solutions to provide a preliminary engineering report of alternative options that will prevent or remedy flooding of residences along Brush Creek. The study includes evaluating three options:

1. Buy out the houses at risk of the 1% flood event and raise Mission Road high enough to prevent the 1% flood event from making it impassable.
2. Raise Mission Road high enough to prevent the 1% flood event from overtopping the road and flooding residences, converting the parking lot east of Mission Road into public park green space to serve as a stream bench.
3. Raise Mission Road high enough to prevent the 1% flood event from overtopping the road and flooding residents, retaining the parking lot east of Mission Road for use as a stream bench.

The recommended alternative is alternative No. 2. This recommendation is based on the following factors:

- The relative costs
- The relative likelihood of each option to prevent rather than merely mitigate the flooding
- The capability to protect the at-risk houses while allowing Mission Road to remain open for emergency-vehicle use during flood events.

I. PROJECT OVERVIEW

The Brush Creek at Mission Road and 68th Street project is located in Prairie Village, Kan., and is associated with flood risk mitigation improvements for Mission Road and five private homes.

A. FLOOD PROBLEM RATING TABLE

The Johnson County Stormwater Management Program Flood Problem Rating Table for the project is shown in Figure 1. Based on the flooding factors on the form, the project is rated at 175 points.

The first point category is number 2 – Flooding of Habitable Buildings. The points for this factor total 40 points. A frequency multiplier of 1 was chosen because of flooding of the homes in August 2017 and because the Effective FEMA model shows that four of the five flooded homes would flood or be at risk of flooding due to less than 1 foot freeboard during the 1% annual occurrence flood event. A severity multiplier of 1 was selected since the number of homes impacted is less than six.

The second point category selected is number 6 – Flooding Residential Streets of More Than 7 Inches. The total points for this factor is 135 points. A frequency multiplier of 3 was chosen because the water depth over Mission Road exceeded 7 inches

for the three 2017 storms and because the modeling occurs at much less than a 20% annual occurrence flood event. A severity multiplier of 1.5 was selected because the flooded roadway restricts emergency vehicle access.

B. BACKGROUND

The City of Prairie Village has asked Water Resource Solutions to provide a preliminary engineering report of alternative options that will mitigate flooding to residences and an arterial street along Brush Creek.

Brush Creek runs parallel from south to north along Mission Road as it passes under the intersection of Mission Road and Tomahawk Road. Further north, the reach continues past a residential neighborhood at 68th Street. At 66th Street, Brush Creek turns northeast and runs along Indian Lane as it exits the City of Prairie Village.

The flooding issues for this project include the flooding of five homes by one major event in August 2017. Four of the five homes are shown to be at risk of flooding by the 1% annual occurrence flood event, according to the Effective FEMA model. Mission Road at this location is shown to flood by



Table 1: Johnson County Stormwater Management Plan: Flood Problem Rating Table 1999						
City: Prairie Village, Kansas			Basin & Watershed: Brush Creek			
Location: 68th Street and Mission Road			Description of Problem: Flooding			
Factor No.	Factor Description	Flood Problem Rating				Total Points
		Eliminates Factor	Rating Points	Frequency Multiplier*	Severity Multiplier*	
1	Loss of Life		40			0
2	Flood of habitable building	3	40	1	1	40
3	Flooding of garages and outbuildings	2	20			0
4	Flooding of arterial street of more than 7 inches	5,6,7	30	3	1.5	135
5	Flooding of collector street of more than 7 inches	4,6,7	25			0
6	Flooding of residential street of more than 7 inches	4,5,7	20			0
7	Widespread or long-term ponding in streets	4,5,6	20			0
8	Erosion threatens habitable buildings, utilities, streets, bridges	9	30			0
9	Erosion significant in unmaintained areas	8	10			0
10	Erosion causes imminent drainage structure collapse	11,12	30			0
11	Erosion causes marginal drainage structure collapse	10,12	15			0
12	Erosion causes failure of drainage structure	10,11	10			0
13	Other cities receiving benefits		20			0
14	Other cities contributing to the flooding problem		10			0
Project Total Points						175
Estimated Total Project Cost						\$2,262,523
Priority Rating = Total Project Cost/Total Points						12,929
* See appendix for severity and frequency multiplier values						

more than 7 inches for flood events less than the 20% annual occurrence flood, and it flooded three times in the Summer of 2017. The homes confirmed by the City of Prairie Village to have flooded at least twice during summer 2017 are illustrated in Figure 1. The flooded homes may have also flooded during the Oct. 4, 1998, flood event, but this flooding is unverified.

The project limits are along Brush Creek from approximately the intersection of Tomahawk Road and Mission Road to 67th Terrace and Mission Road.

C. EXISTING CONDITIONS

The drainage area to the Brush Creek reach at 68th Street is approximately 4.6 square miles. The peak flow for the 1% annual exceedance flow event for the Johnson County/FEMA model is approximately 7,153 cubic feet per second.

During the 100-year design storm event, the intersection of Mission Road and Tomahawk Road floods. The west side of Mission Road floods into the residential neighborhood from Tomahawk Road to West 67th Terrace. This flooding impedes the safe passage of traffic and closes access of these roads to emergency vehicles. The lowest elevation of Mission



Road between Tomahawk Road and West 67th Street is 903.2 feet. The FEMA Flood Insurance Rate Map (FIRM) Shows the 1% annual exceedance flow event water surface at this location between 908 to 907.1 feet.

These flood extents were reached for certain on July 27, 2017, when a 2% storm event caused flooding along Mission Road from Tomahawk Road to West 67th Terrace. The flooding on Mission Road was observed to be several feet deep. A second event during that summer produced similar flood extents and roadway flooding depth. Both events produced flooding on an arterial street of more than 7 inches. The City of Prairie Village also documented five residential homes on the west side of Mission Road that were flooded during these events. The addresses were 3907 68th Street, 6734 Mission Road, 6800 Mission Road, 3900 68th Terrace and 3906 68th Terrace.

An overall drainage area map, map of the flooded residences and a FEMA flood map for the project area are included in Figures 2, 3 and 4, respectively.

The Flood Problem Rating Table in Figure 1 identifies 175.0 total project points. It should be noted a frequency multiplier of 3 was used because, as noted above, the flooding occurred three times during the summer of 2017. Water Resources Solutions believes the total points may be conservatively low. Further detailed analysis may identify additional drainage deficiencies and modify the rating table points.

D. STANDARDS

The Kansas City Chapter of the American Public Works Association Design Criteria Section 5600 will be the basis of design for this project. Any deviations from this standard will be noted during the design of the project.

The construction will be completed using the City of Prairie Village construction specifications and standard details. Additional details and specifications will be supplemented as necessary for the project.

Figure 1. Homes affected by flooding





Figure 2. Drainage area map



Table 2. Utility contacts

Google Fiber	Johnson County Wastewater	Kansas City Power & Light Co.	Spectrum
908 Broadway Boulevard Kansas City, MO 64105 Becky Davis (913) 725-8745 rebeccadavis@google.com	4800 Nall Avenue Mission, KS 66202 Mike Pillar (913) 715-8537 Mike.pillar@JCW.org	4400 East Front Street Kansas City, MO 64120 Gary Price (913) 894-3074 gary.price@ckpl.com	8221 W. 119th Street Overland Park, KS 66213 Alex Cashman (913) 915-0553 Charles.cashman@charter.com
Water One	Kansas Gas Service	Southern Star Central Gas Pipeline	AT&T
10747 Renner Boulevard Lenexa, KS 66216 Jan Hardie P (913) 895-5500 F (913) 895-1827 Jhardie@waterone.org	Engineering Department 11401 W. 89th Street Overland Park, KS 66214 Tony Cellitti (913) 599-8964 tcellitti@ksgas.com	8195 Cole Parkway Shawnee, Kansas 66227 P (913) 422-6300 F (913) 422-6330 Bob Bath Bob.a.bath@sscgp.com Justin Henke Justin.Henke@sscgp.com	9444 Nall Avenue Overland Park, KS 66207 Randy Gaskin (913) 383-6948 RG9513@att.com Darren Welch (816) 392-0353 DW9342@att.com
Consolidated Communications			
9701 Lackman Road Lenexa, KS 66219 Melissa Stringer (913) 322-6922			



E. UTILITY CONTACTS

The following utilities could be impacted by the project. Table 2 provides the contact information for these utilities.

- Kansas City Power & Light
- AT&T
- Time Warner Cable
- Google Fiber
- Kansas Gas Service
- WaterOne
- Consolidated Communications
- Southern Star Central Gas Pipeline
- Johnson County Wastewater

F. PERMITS

Potential environmental impact involved in at least one proposed alternative will be significant enough to require application to the U.S. Army Corps of Engineers for permitting under Section 404 of the Clean Water Act. In addition, at least one proposed alternative will necessitate requesting a Letter of Map Revision to the FEMA flood map to correct the flood zone boundary based upon changes to the hydraulics of the floodway as a result of the project improvements.

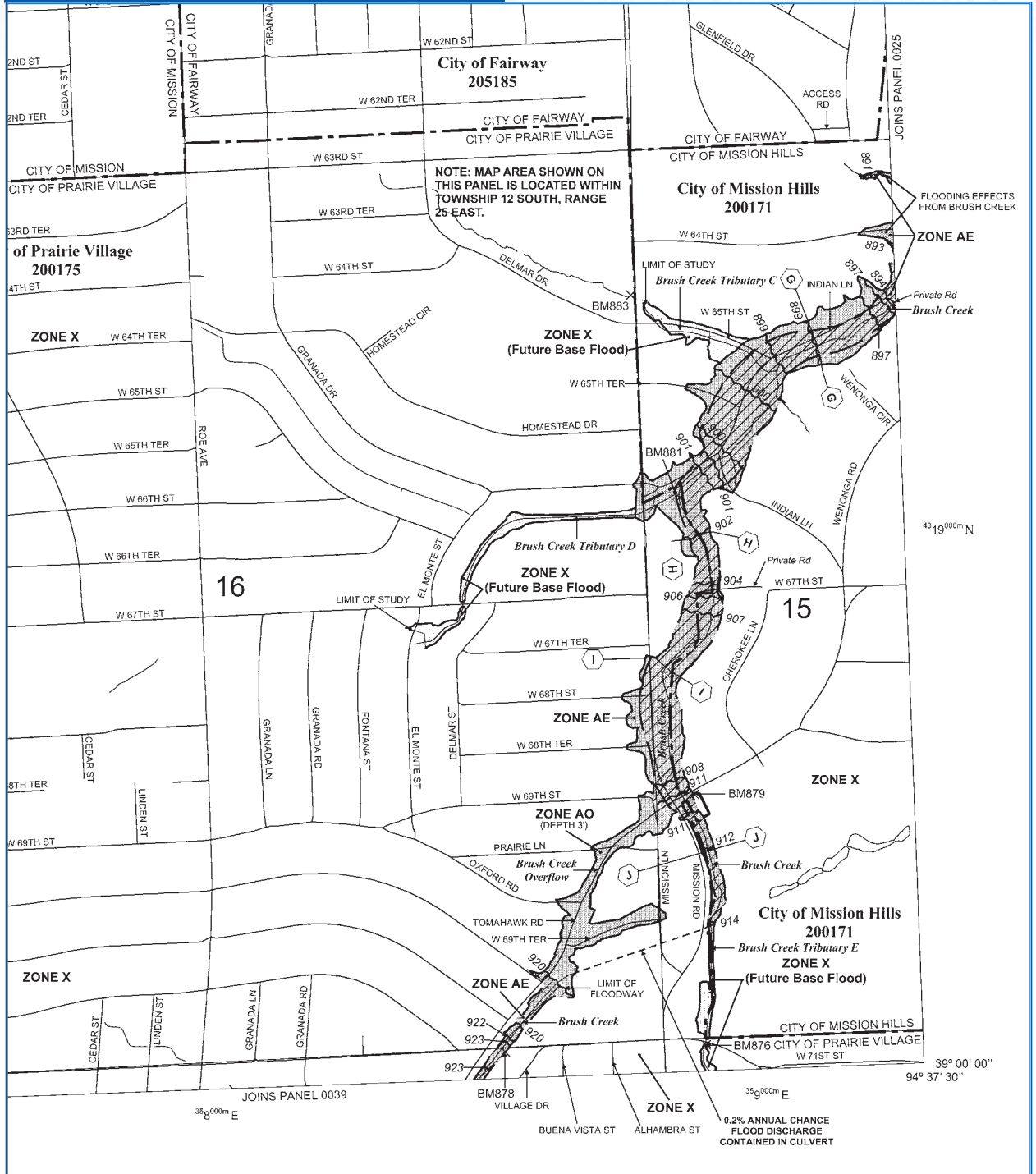
G. CONFORMANCE WITH WATERSHED STUDIES

This project falls within the Brush Creek portion of the Northeast Johnson County Watershed Study completed by Johnson County. The effective FEMA model was used as the basis of the model to identify the existing flooding conditions for the project. The proposed improvements for the alternatives studied were modeled using this existing conditions hydraulic model.

Figure 3. Map of flooded residences



Figure 4. FEMA flood map for project area





II. SUMMARY OF FINDINGS

A. PROJECT LIMITS

This project includes improvements along Brush Creek and Mission Road from Tomahawk Road and 67th Street, illustrated in Figure 5.

B. HYDROLOGY AND HYDRAULICS

This study's hydrology and hydraulics are based on the models for the Northeast Johnson County Watershed Study and the FEMA effective models. These models were used to evaluate the proposed improvements.

The flowrate used for the hydraulic model, based on the Northeast Johnson County Watershed Study, was 7,141.00 cubic feet per second, identified at reach station 2.753. This station lies at the upstream start of the project limits. The hydraulics for this project were modeled using the U.S. Army Corps of Engineers' Hydrologic Engineering Center River Analysis System (HEC-RAS) software.

The results of the hydraulic analysis show that two of the five homes documented to have flooded during the summer 2017 2% storm events have low-opening elevations below the water surface elevation of the 100-year flood event. Two additional homes have low-opening elevations less than 1 foot above the 100-year flood event. The home address and associated elevations are shown in Table 3.

Table 3. Comparison of low-opening elevations to the 100-year water surface elevations

Address	Low Opening/ Floor Elevation	100-Yr Surface Elevation
3906 W 68th Terrace	909.01	907.98
3900 W 68th Terrace	908.07	907.98
3907 W 68th Street	908.25	907.70
6800 Mission Road	906.93	907.70
6734 Mission Road	906.60	907.41

C. FIELD INVESTIGATIONS

On May 23, 2018, a field investigation was performed to determine whether any of the alternatives offered

Figure 5. Project limits



might raise particular issues. The only concerns discovered involve the utility poles located along Mission Road. Because each alternative proposes to raise the height of Mission Road, the resulting clearance distance beneath overhead power lines crossing the street may create potential for tall trucks to hit them. Power poles typical of those along Mission Road are illustrated in Figure 6.

D. IMPROVEMENT ALTERNATIVES

Three proposed alternative solutions to address flooding within the Brush Creek reach at Mission Road and 68th Street were developed as part of this report. A suggested fourth potential alternative was



Figure 6. Mission Road utility poles and power lines



studied but ultimately discarded, which would have required building a flood wall on the east side of the Village Presbyterian Church, located at 6641 Mission Road. Water Resources Solutions' two-dimensional modeling suggested an approximate 200-foot flood wall could be a feasible option to mitigate flooding of the church without adverse upstream or downstream effects. However, the wall was considered too intrusive to the structure. Additionally, it would not qualify as FEMA-compliant and would require the entirety of the area to lie within a city drainage easement. Therefore, as studied it would not qualify for SMAC support funding. For those reasons, the alternative was deemed functionally impossible for this site.

The three proposed alternative solutions are described here, including, where appropriate, proposed improvements, utilities, rights-of-way and easements, effects on other cities and opinions of probable costs.

1. DESCRIPTION OF ALTERNATIVE 1

The first alternative proposed improvement would be to remove the at-risk houses from the flood plain by buying them out, and to prevent Mission Road from flooding by raising the elevation of Mission Road from Tomahawk Road to West 68th Street. The proposed houses for the buyout plan are shown in Figures 1 and 3.

The increase in elevation of Mission Road will prevent the water from topping over the street and closing it to traffic use. As part of this alternative, the parking lot east of Mission Road will have to be lowered and will essentially act as a bench for the stream.

Water Resources Solutions used the HEC-RAS methodology to determine the water surface elevation, with the raised elevation of Mission Road and the parking lot acting as a bench for Brush Creek during the 1% flood event.

a. Facilities

This alternative mitigates the flood risk for the five affected homes by purchasing and removing them from the floodplain. It mitigates the flooding to Mission Road between Tomahawk Road and West 68th Street by increasing the road elevation about 4.5 feet, to an elevation of 908.5 feet to 909 feet. Approximately 625 feet of road will have to be regraded and raised. The parking lot stretching along the east side of Mission Road will also need to be torn out and regraded. Streets connecting to Mission Road will also have to be regraded to accommodate the change in elevation.

In conjunction with re-grading, the parking lot presently located on the east side of Mission Road can be either repaved to remain as parking lot or constructed into a park in accordance with the Prairie Village Park Masterplan.

b. Road/traffic

Mission Road between Tomahawk Road and West 68th Street will have to be closed for construction, and traffic will have to be redirected. The City of Mission Hills is aware of the conclusions of this preliminary engineering study and has agreed to coordinate future plans with the City of Prairie Village to accommodate construction-related traffic changes.

c. Utilities

Utility poles will have to be moved, and stormwater drainage will have to be improved to accommodate the roadway elevation change. Alternations to the utility poles along Mission Road will need to be considered, as raising the road by 4 feet may reduce



Figure 7: Houses proposed for buyout plan

the minimum vertical clearance beneath electrical lines.

d. Rights-of-way/easements

The City of Prairie Village has the right of way on Mission Road and sidewalks. The parcel that runs along the east side of Mission Road is owned by the city. The parking lot is within the right of way for the city to construct a park trail. The driveways of residences on the west side of Mission Road and, possibly, a portion of the Village Presbyterian Church parking lot will have to be replaced to accommodate the elevation change.

e. Preliminary drawing

A drawings of the houses proposed for buyout is shown in Figure 7. A preliminary drawing of the portion of this alternative that raises Mission Road is shown in Figure 8.

f. Opinion of probable cost

The appraised value of the five houses proposed to be bought out under this alternative was taken from Johnson County Appraiser’s online land records and adjusted to current value using an inflation rate of 3%. The cost to raise the height of Mission Road assumes the existing parking lot will be replaced by park ground, as that is the relatively less expensive choice and also meets Prairie Village design standards. Using that data, the opinion of probable cost is \$7,470,405.

g. Relationship to other city stormwater facilities

This project should affect no surrounding cities. Although changes will be made to the stormwater infrastructure, the models studied demonstrated that improvements from this alternative would not raise flood levels in neighboring Mission Hills nor change flow velocities of stormwater entering that city’s system from Prairie Village.

h. Effects on Surrounding Cities

This alternative has been determined to not have any effect on flood conditions in the immediately neighboring City of Mission Hills or other cities.

i. Conformance with Current Design Standards

This alternative will meet the requirements of City of Prairie Village and Johnson County design standards.





Table 4: Alternative 1 – Buy out at-risk houses and raise Mission Road - engineers opinion of probable construction cost

Item	Item Description	Unit	Quantity	Unit Cost	Total Cost
Residence Buyout Costs					
1	Clearing, Grubbing & Demolition	LS	1	\$ 304,560.00	\$ 304,560.00
2	Erosion and Sediment Control	LS	1	\$ 15,230.00	\$ 15,230.00
3	Mobilization	LS	1	\$ 243,650.00	\$ 243,650.00
4	Traffic Control	LS	1	\$ 7,620.00	\$ 7,620.00
5	6830 Mission Road	LS	1	\$ 196,100.00	\$ 196,100.00
6	6734 Mission Road	LS	1	\$ 212,900.00	\$ 212,900.00
7	6800 Mission Road	LS	1	\$ 245,500.00	\$ 245,500.00
8	3900 68th Terrace	LS	1	\$ 190,200.00	\$ 190,200.00
9	3901 68th Terrace	LS	1	\$ 149,800.00	\$ 149,800.00
10	House Demolition and Restoration	SF	136,735	\$ 15.00	\$ 2,051,025.00
				Subtotal	\$ 3,616,585.00
				20% contingency	\$ 723,317.00
				3% inflation on homes	\$ 29,835.00
				Total construction cost	\$ 4,339,902.00
				Design/consultant fee (20% of total construction cost)	\$ 867,980.00
				Buyout subtotal	\$ 5,207,882.00
Raising Mission Road Elevation Costs					
1	Clearing, Grubbing and Demolition	LS	1	\$138,200.00	\$138,200.00
2	Erosion and Sediment Control	LS	1	\$55,280.00	\$55,280.00
3	Mobilization	LS	1	\$55,280.00	\$55,280.00
4	Traffic Control	LS	1	\$34,550.00	\$34,550.00
5	Excavating, Filling and Grading - Fill <i>Inc. park grading</i>	CY	8,923	\$15.00	\$133,845.00
6	Excavating, Filling and Grading - Excavation <i>Inc. park grading</i>	CY	1,647	\$10.00	\$16,470.00
7	Asphalt Pavement <i>North side Tomahawk Rd through 67th Terr intersection. Inc. aggregate subgrade</i>	SY	6,292	\$75.00	\$471,900.00
8	Mill and Overlay	SY	360	\$30.00	\$10,800.00
9	Parking Lot Asphalt Pavement	SY	460	\$75.00	\$34,500.00
10	Curb and Gutter <i>Inc. parking areas and islands</i>	LF	2,020	\$45.00	\$90,900.00
11	Concrete Sidewalk <i>6-foot sidewalk west of Mission Rd; 8-foot, east</i>	SY	676	\$35.00	\$23,660.00



Item	Item Description	Unit	Quantity	Unit Cost	Total Cost
	ADA-Compliant Ramps (All Types)	EA	4	\$1,500.00	\$6,000.00
12	Concrete Driveways and Approaches <i>Inc. church parking lot</i>	SY	2,381	\$45.00	\$107,145.00
13	Traffic Island Replacement/Landscaping	EA	2	\$20,000.00	\$40,000.00
14	Street Light Replacement	EA	6	\$3,000.00	\$18,000.00
15	Storm Sewer Structures	EA	20	\$6,000.00	\$120,000.00
16	Storm Sewer Pipe	LF	1,108	\$63.00	\$69,804.00
17	Rip Rap	SY	53.33	\$100.00	\$5,333.00
18	Stormwater BMPs <i>Inc. stream landscape restoration</i>	EA	2	\$25,000.00	\$50,000.00
19	Sanitary Sewer Structures	EA	7	\$5,500.00	\$38,500.00
20	Sodding and Fertilizing <i>Inc. residential lawns bordering Mission Rd and park area east of Mission Rd</i>	SY	2,505	\$6.00	\$15,030.00
21	Residential landscaping	EA	1	\$36,000	\$36,000.00
Subtotal					\$1,571,197.00
20% contingency					\$314,239.00
Total construction cost					\$1,885,436.00
Design/consultant fee (20% of total construction cost, less FEMA LoMAR costs) <i>Inc. construction inspection and testing</i>					\$302,087.00
FEMA LoMAR costs					\$75,000.00
Raising Mission subtotal					\$2,262,523.00
Alternative 1 Buyout homes and raise Mission Road total cost					\$7,470,405.00

2. DESCRIPTION OF ALTERNATIVE 2

The second proposed improvement is to both protect the five at-risk residences and prevent flooding from closing Mission Road to traffic by raising the elevation of Mission Road from Tomahawk Road to West 68th Street. The increase in elevation will prevent the water from topping over the street and into the residences. The parking lot east of Mission Road will have to be lowered and will essentially act as a bench for the stream.

Water Resources Solutions used the HEC-RAS methodology to determine the water surface elevation, with the raised elevation of Mission Road and the parking lot acting as a bench for Brush Creek during the 1% flood event.

a. Facilities

Mission Road between Tomahawk Road and West 68th Street currently sits at an average elevation of 900 feet, with a low elevation of 903.2 feet. The flood water elevation rises to 907 to 908 feet, meaning the elevation of Mission Road will need to be raised to an elevation of 908.5 feet to 909 feet in order to be higher than the flood elevation. Reaching this target means Mission Road will need to be elevated by about 4.5 feet. Approximately 625 feet of road will have to be regraded and raised. The parking lot stretching along the east side of Mission Road will also need to be torn out and regraded. Streets connecting to Mission Road will also have to be regraded to accommodate the change in elevation. Figure 8 shows an aerial view of Mission Road and the houses on the west side that are



Figure 8: Plan view of Mission Road to be raised with park



at risk of flooding. Raising Mission Road will act as a barrier, preventing the water from reaching the houses. It will also allow 1 foot of freeboard for the water surface elevation to the top of the roads.

In conjunction with re-grading, the parking lot located on the east side of Mission Road can be constructed into a park in accordance with the Prairie Village Park Masterplan. This use also opens more opportunity for bioretention to be used at the park to improve water quality. The park would also connect well with Prairie Village’s existing biking path.

The removal of the parking lot will also prevent risk to parked vehicles during a 100-year flood event. Because the parking lot area on the east side of Mission Road must be situated below the flood line in order to act as the necessary flood bench, it is ill-advised to use that area as a parking lot, due to the high risk for flooding to float away cars and passengers, posing unnecessary risk to the community and lives.

b. Road/traffic

Mission Road between Tomahawk Road and West 68th Street will have to be closed for construction, and traffic will have to be redirected. The City of Mission Hills is aware of the conclusions of this preliminary engineering study and has agreed to coordinate future plans with the City of Prairie Village to accommodate construction-related traffic changes.

c. Utilities

Utility poles will have to be moved, and stormwater drainage will have



Table 5: Alternative 2 – Raising Mission Road with park space - engineers opinion of probable construction cost

Item	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Clearing, Grubbing and Demolition	LS	1	\$138,200.00	\$138,200.00
2	Erosion and Sediment Control	LS	1	\$55,280.00	\$55,280.00
3	Mobilization	LS	1	\$55,280.00	\$55,280.00
4	Traffic Control	LS	1	\$34,550.00	\$34,550.00
5	Excavating, Filling and Grading - Fill <i>Inc. park grading</i>	CY	8,923	\$15.00	\$133,845.00
6	Excavating, Filling and Grading - Excavation <i>Inc. park grading</i>	CY	1,647	\$10.00	\$16,470.00
7	Asphalt Pavement <i>North side Tomahawk Rd through 67th Terr intersection. Inc. aggregate subgrade</i>	SY	6,292	\$75.00	\$471,900.00
8	Mill and Overlay	SY	360	\$30.00	\$10,800.00
9	Parking Lot Asphalt Pavement	SY	460	\$75.00	\$34,500.00
10	Curb and Gutter <i>Inc. parking areas and islands</i>	LF	2,020	\$45.00	\$90,900.00
11	Concrete Sidewalk <i>6-foot sidewalk west of Mission Rd; 8-foot, east</i>	SY	676	\$35.00	\$23,660.00
	ADA-Compliant Ramps (All Types)	EA	4	\$1,500.00	\$6,000.00
12	Concrete Driveways and Approaches <i>Inc. church parking lot</i>	SY	2,381	\$45.00	\$107,145.00
13	Traffic Island Replacement/Landscaping	EA	2	\$20,000.00	\$40,000.00
14	Street Light Replacement	EA	6	\$3,000.00	\$18,000.00
15	Storm Sewer Structures	EA	20	\$6,000.00	\$120,000.00
16	Storm Sewer Pipe	LF	1,108	\$63.00	\$69,804.00
17	Rip Rap	SY	53.33	\$100.00	\$5333.00
18	Stormwater BMPs <i>Inc. stream landscape restoration</i>	EA	2	\$25,000.00	\$50,000.00
19	Sanitary Sewer Structures	EA	7	\$5,500.00	\$38,500.00
20	Sodding and Fertilizing <i>Inc. residential lawns bordering Mission Rd and park area east of Mission Rd</i>	SY	2,505	\$6.00	\$15,030.00
21	Residential landscaping	EA	1	\$36,000	\$36,000.00
Subtotal					\$1,571,197.00
20% contingency					\$314,239.00
Total construction cost					\$1,885,436.00
Design/consultant fee (20% of total construction cost, less FEMA LoMAR costs) <i>Inc. construction inspection and testing</i>					\$302,087.00
FEMA LoMAR costs					\$75,000.00
Raising Mission Road alternative 2 total cost					\$2,262,523.00



to be improved to accommodate the roadway elevation change. Alternations to the utility poles along Mission Road will need to be considered, as raising the road by 4 feet may reduce the minimum vertical clearance beneath electrical lines.

d. Rights-of-way/easements

The City of Prairie Village has the right of way on Mission Road and sidewalks. The parcel that runs along the east side of Mission Road is owned by Prairie Village. The parking lot is within the right of way for the city to construct a park trail. The driveways of residences on the west side of Mission Road and, possibly, a portion of the Village Presbyterian Church parking lot will have to be replaced to accommodate the elevation change.

e. Preliminary drawings

A preliminary drawing for this alternative is shown in Figure 8.

f. Opinion of probable costs

Table 5 shows the engineer's opinion of probable costs for this alternative totals \$2,262,523.00.

g. Relationship to other city stormwater facilities

This project should affect no surrounding cities. The models studied demonstrated that improvements for this alternative would not raise flood levels in neighboring Mission Hills nor change flow velocities of stormwater entering that city's system from Prairie Village.

h. Effects on surrounding cities

This alternative was determined to

Figure 9: Plan view of Mission Road to be raised with parking





have no effect on the neighboring City of Mission Hills.

i. Conformance with current design standards

This alternative will meet the requirements of City of Prairie Village and Johnson County design standards.

3. DESCRIPTION OF ALTERNATIVE 3

This proposed improvement would essentially be the same as Alternative 2, with the exception that a parking lot will occupy the lower bench area instead of a park. The amount of parking space has the potential to be reduced, as raising Mission Road will require a minimum slope that will decrease the width of the parking lot.

Barriers would have to be installed to prevent vehicles from falling into Brush Creek.

a. Facilities

Mission Road between Tomahawk Road and West 68th Street currently sits at an average elevation of 900 feet, with a low elevation of 903.2 feet. The flood water elevation rises to 907 to 908 feet, meaning the elevation of Mission Road will need to be raised to an elevation of 908.5 feet to 909 feet in order to be higher than the flood elevation. Reaching this target means Mission Road will need to be elevated by about 4.5 feet. Approximately 625 feet of road will have to be regraded and raised. The parking lot stretching along the east side of Mission Road will also need to be torn out and regraded. Streets connecting to Mission Road will also have to be regraded to accommodate the change in elevation. The parking lot stretching along the east side of Mission Road will also need to be torn out and regraded. Streets connecting to Mission Road will also have to be regraded to accommodate the change in elevation.

The parking lot located on the east side of Mission Road will need to be lowered and act as a flood bench. It is, therefore, recommended that a parking lot is ill-advised due to the high risk for flooding to float away cars and passengers, posing unnecessary risk to the community and lives. Existing City of Prai-

rie Village policy forbids city parking lots from being constructed in a flood plain.

b. Road/traffic

Mission Road between Tomahawk Road and West 68th Street will have to be closed for construction and traffic will have to be redirected. The City of Mission Hills is aware of the conclusions of this preliminary engineering study and has agreed to coordinate future plans with the City of Prairie Village to accommodate construction-related traffic changes.

c. Utilities

Utility poles will have to be moved and stormwater drainage will have to be improved to accommodate the elevation change.

d. Rights-of-ways/easements

The driveway of residents will have to be replaced to accommodate the elevation change. The parking lot is within the right of way for the City to construct a park trail.

e. Preliminary drawings

The preliminary layout drawing for this alternative is shown in the Figure 9.

f. Opinions of probable cost

Table 6 shows the engineer's opinion of probable costs for this alternative is \$2,424,918.00.

g. Relationship to other city stormwater facilities

This project should affect no surrounding cities. The models studied demonstrated improvements for this alternative would not raise flood levels in neighboring Mission Hills nor change flow velocities of stormwater entering that city's system from Prairie Village.

h. Effects on surrounding cities

This alternative was determined to have no effect on the neighboring City of Mission Hills.

i. Conformance with current design standards

This alternative will meet the requirements of Johnson County design standards. It will not meet requirements of City of Prairie Village which prohibit locating city parking within a flood plain.



Table 7: Alternative 3 – Raising Mission Road with parking lot - engineers opinion of probable construction cost

Item	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Clearing, Grubbing and Demolition	LS	1	\$168,100.00	\$168,100.00
2	Erosion and Sediment Control	LS	1	\$67,240.00	\$67,240.00
3	Mobilization	LS	1	\$67,240.00	\$67,240.00
4	Traffic Control	LS	1	\$42,030.00	\$42,030.00
5	Excavating, Filling and Grading - Fill	CY	8,923	\$15.00	\$133,845.00
6	Excavating, Filling and Grading - Excavation	CY	1,647	\$10.00	\$16,470.00
7	Asphalt Pavement <i>North side Tomahawk Rd through 67th Terr intersection. Inc. aggregate subgrade</i>	SY	6,292	\$75.00	\$471,900.00
8	Mill and Overlay	SY	360	\$30.00	\$10,800.00
9	Parking Lot Asphalt Pavement	SY	1,246	\$75.00	\$93,450.00
10	Curb and Gutter <i>Inc. parking areas and islands</i>	LF	2,020	\$45.00	\$90,900.00
11	Concrete Sidewalk <i>6-foot sidewalk west of Mission Rd; 8-foot, east</i>	SY	676	\$35.00	\$23,660.00
12	ADA-Compliant Ramps (All Types)	EA	4	\$1,500.00	\$6,000.00
13	Concrete Driveways and Approaches <i>Inc. church parking lot</i>	SY	2,381	\$45.00	\$107,145.00
14	Traffic Island Replacement/Landscaping	EA	2	\$20,000.00	\$40,000.00
15	Street Light Replacement	EA	6	\$3,000.00	\$18,000.00
16	Storm Sewer Structures	EA	20	\$6,000.00	\$120,000.00
17	Storm Sewer Pipe	LF	1,108	\$63.00	\$69,804.00
18	Rip Rap	SY	53.33	\$100.00	\$5,333.00
19	Stormwater BMPs <i>Inc. stream landscape restoration</i>	EA	2	\$25,000.00	\$50,000.00
20	Sanitary Sewer Structures	EA	7	\$5,500.00	\$38,500.00
21	Sodding and Fertilizing <i>Inc. residential lawns bordering Mission Rd</i>	SY	1,259	\$6.00	\$7,554.00
22	Residential landscaping	EA	1	\$36,000	\$36,000.00
Subtotal					\$1,683,971.00
20% contingency					\$336,794.00
Total construction cost					\$2,020,765.00
Design/consultant fee (20% of total construction cost, less FEMA LoMAR costs) <i>Inc. construction inspection and testing</i>					\$329,153.00
FEMA LoMAR costs					\$75,000.00
Raising Mission Road alternative 3 total cost					\$2,424,918.00



III. RECOMMENDATIONS

This section provides recommendations for the proposed project.

A. EVALUATION OF ALTERNATIVES

All three alternatives provide a complete solution for the flooding issues associated with this project. The following section discusses each alternative.

1. ALTERNATIVE 1

Buying out the at-risk residences would be a costly alternative. Alternative 2 or 3 would equally accomplish the goal of solving the underlying flooding and keeping Mission Road open to emergency vehicle use during a 1% flood, even as they protect the vulnerable residences without demolishing them.

2. ALTERNATIVE 2

Alternative 2, raising Mission Road, would solve the issue of emergency vehicles accessing and using the road during the 1% flood event. In addition, the residences having flooding issues would no longer experience flooding. However, the church would still

experience flooding. The addition of the park would make use of the space that was planned to be used as park space in the Prairie Village Park Master Plans. However, the park would still experience flooding, as the area will act as a flood bench.

3. ALTERNATIVE 3

Alternative 3 will solve the issue of flooding. However, any cars parked in the parking lot will have a high risk of getting flooded and washed down Brush Creek. For this reason, this alternative is highly advised against.

B. RECOMMENDED ALTERNATIVE

The recommended alternative would be to choose alternative 2. A new small park would better utilize the space in accordance with existing city plans and keep parked cars away from flood risk. A new park would bring other opportunities, such as bioretention for water quality. The raised Mission Road will prove sufficient elevation to prevent flooding to the residences.

IV. ACCEPTANCE BY CITIES within project limits

This project will not affect the City of Mission Hills, which lies directly to the east of the project and downstream of the project. The hydraulic modeling shows that the flood elevations are not increased for Mission Hills, and the velocities of the flows are not increased.

The City of Prairie Village has been in contact with Mission Hills. City representatives met with Mission Hills City Administrator Courtney Christensen to discuss the project and address Mission Hills' concerns.

Appendix

**Johnson County Stormwater Management Plan
Flood Problem Rating Table 1999**

City: Prairie Village, Kansas Basin & Watershed Brush Creek
 Location: 68th Street and Mission Road
 Description of Problem: Flooding

Flood Problem Rating

Factor #	Factor Description	Eliminates Factor	Rating Points	Frequency Multiplier	Severity Multiplier	Total Points
1	Loss of Life		40			0
2	Flood of habitable building	3	40	1	1	40
3	Flooding of garages and outbuildings	2	20			0
4	Flooding of arterial street of more than 7 inches	5,6,7	30	3	1.5	135
5	Flooding of collector street of more than 7 inches	4,6,7	25			0
6	Flooding of residential street of more than 7 inches	4,5,7	20			0
7	Widespread or long-term ponding in streets	4,5,6	20			0
8	Erosion threatens habitable buildings, utilities, streets, bridges	9	30			0
9	Erosion significant in unmaintained areas	8	10			0
10	Erosion causes imminent drainage structure collapse	11,12	30			0
11	Erosion causes marginal drainage structure collapse	10,12	15			0
12	Erosion causes failure of drainage structure	10,11	10			0
13	Other cities receiving benefits		20			0
14	Other cities contributing to the flooding problem		10			0
	Project Total Points					175
	Estimated Total Project Cost					
	Priority Rating = Total Project Cost/Total Points					0

Applies to #	Frequency Multiplier	Muliplier Value
2-7	One time in ten years or by 10- to 100-year design storm	1
2-7	Two times in ten years or by 5- to 10-year design storm	2
2-7	Three or more times in 10-years or less than under 5-year design storm	3
14	One city receiving benefit	1
13,14	Two cities receiving benefit or second city contributing to flooding problem	2
13,14	Three or more cities receiving benefit or three or more cities contributing to the flooding problem	3

Applies to #	Severity Description	Muliplier Value
1	Number of deaths * = 1 for each death	*
2,3	1-5 buildings flooded historically or by the 100-year existing or future design flow	1
2,3	6-9 buildings flooded historically or by the 100-year existing or future design flow	2
2,3	10 or more buildings flooded historically or by 100-year existing or future design flow	3
4,5,6	Restricts emergency vehicles	1.5
8	Nuisance erosion creates maintenance problems	1
8	Moderate erosion, failure of structure or facility within next 5 years possible	2
8	Severe erosion, failure of structure or facility imminent	3
10-12	Collapse causes flooding of land by 100-year design storm	1
10-12	Collapse causes flooding of garages/outbuildings by 100-year design storm	1.5
10-12	Collapse causes 1-3 habitable buildings to be flooded	2
10-12	Collapse causes 4-6 habitable buildings to be flooded	3
10-12	Collapse causes more than 6 habitable buildings to be flooded	4




3515 W. 75th St.
Suite 208
Prairie Village, KS 66208
(913) 302-1030
Info@WRS-rc.com
www.WRS-rc.com

Brush Creek at Mission Road and 68th Street

SMAC Project #BC-11-057

Mission Road looking south



Summer 2017 Flood Events

- Three flood events flooded Mission Road
- One flood event on July 27th flooded 5 homes



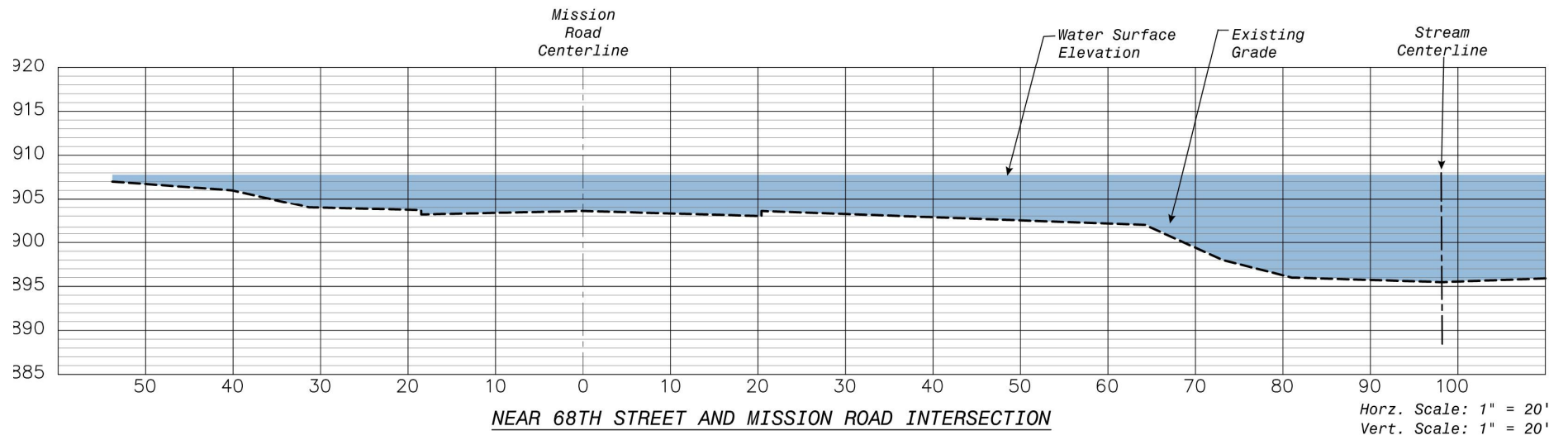
FEMA Floodplain

- The project area is located within a mapped floodplain for FEMA's National Flood Insurance Program



Existing Conditions

Before Improvements (current conditions)



Alternatives

- Alternative 1
 - Buyout of five homes and raise Mission Road
- Alternative 2
 - Raise Mission Road and create flood bench with water quality facilities
- Alternative 3
 - Raise Mission Road and create flood bench with parking
- Church Floodwall Alternative
 - Construct floodwall to protect Village Presbyterian Church

Alternative Evaluation

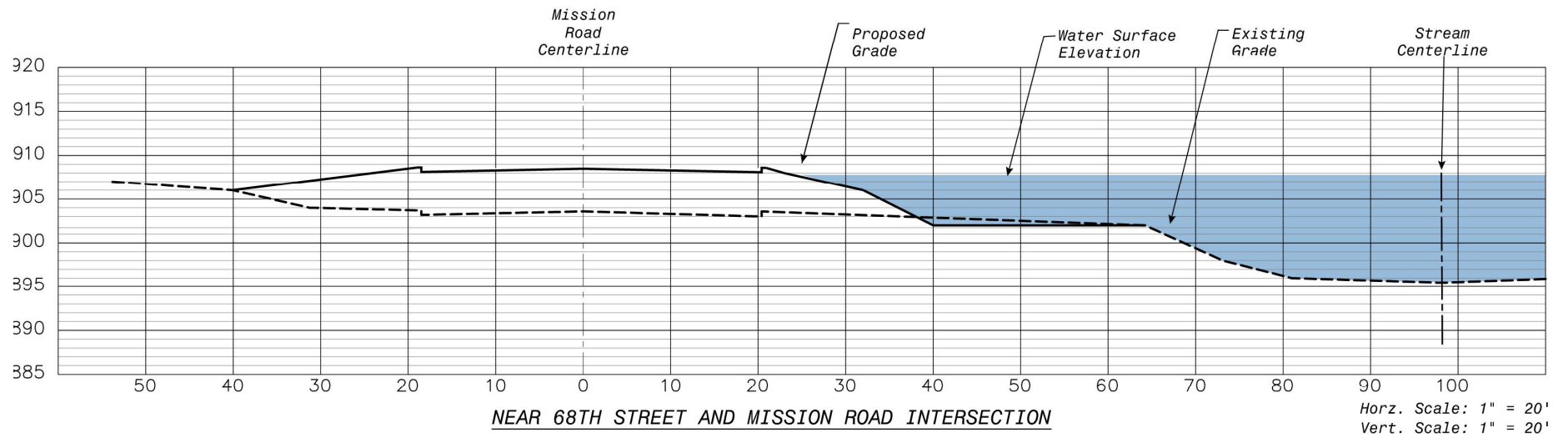
- Alternative 1 – Home Buyout
 - Too costly - \$7,470,400
- Alternative 2 – Raise Mission Road with Flood Bench and Water Quality Features
 - Least expensive - \$2,262,500
 - Preserves houses
- Alternative 3 – Raise Mission Road with Flood Bench and Parking Lot
 - More expensive than Alternative 2 - \$2,424,900
 - Public safety concern - Cars parked in a flooding area.
- Church Floodwall
 - Because it would need to be designed as a floodwall per FEMA specifications, it would be too intrusive of a structure

Selected Alternative – Alternative 2



Selected Alternative – Alternative 2

After Improvements



Brush Creek at Mission Road and 68th Street

SMAC Project #BC-11-057

MAYOR'S ANNOUNCEMENTS
Monday, December 3, 2018

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	12/04/2018	6:30 p.m.
Planning Commission	12/04/2018	7:00 p.m.
Tree Board	12/05/2018	6:00 p.m.
Arts Council	12/12/2018	5:30 p.m.
City Council	12/17/2018	6:00 p.m.

The Prairie Village Arts Council is pleased to feature a mixed media exhibit of the works of Robert Slotterback, Anne Nye and Trisha Reschly in the R.G. Endres Gallery during the month of December. The artist reception will be held from 6 to 7 p.m. on Friday, December 14, 2018.

Save the Date for the Annual Volunteer Appreciation Event on Saturday, December 8th at 6:30 p.m. at Milburn Country Club.

Mark your calendars for the 2019 Kansas Legislative Forecast Breakfast hosted by Lathrop & Gage on Thursday, December 13th from 7:30 to 9:00 a.m. at the Double Tree Hotel, 10100 Overland Park.

Mark your calendars for the 2019 Legislative Preview Breakfast hosted by the Northeast Johnson County Chamber on Friday, December 14th from 7:30 to 9:30 a.m. at Brighton Gardens.

INFORMATIONAL ITEMS
December 4, 2018

1. Planning Commission Agenda - December 4, 2018
2. Board of Zoning Appeals Agenda - December 4, 2018
3. Environmental Committee Minutes - September 26, 2018
4. Mark Your Calendar

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, DECEMBER 4, 2018
7700 MISSION ROAD
COUNCIL CHAMBERS
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - November 6, 2018
- III. PUBLIC HEARINGS
None
- IV. NON-PUBLIC HEARINGS
PC2018-124 Amended Site Plan Approval
4100 Homestead Court
Zoning: R-1a
Applicant: Tyler Holloman, for Homestead Country Club
- V. OTHER BUSINESS
Consider 2019 Meeting and Submittal Schedule
- VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
December 4, 2018
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - July 10, 2018

III. PUBLIC HEARINGS

**BZA2018-04 Variance from Section 19.08.025 "Side Yard" Ordinance to reduce the east side yard setback from 6 feet to 4.7 feet for a garage expansion at 2020 West 73rd Street
Zoning: R-1b Single Family Residential District
Applicant: David Joiner, Integral Design Architecture**

IV. OTHER BUSINESS

V. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to Cityclerk@Pvkansas.com

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLING COMMITTEE

26 September 2018/ 5:30 p.m.

ATTENDEES

Sheila Myers
Tucker Poling
Magda Born
Thomas O'Brien
Nathan Kovach
Penny Mahon
Richard Dalton
Stephanie Alger
Dave Wise
Sarah Bradley

AGENDA

- I. Call to Order
- II. Approval of 8/22/18 Minutes
- III. Staff Report (No report provided for 9/26/18 meeting)
- IV. Chair Report (No report provided beyond agenda for 9/26/18 meeting)
- V. PV Mayoral Candidate Forum
 - a. Sheila reported that Serena Schermoly has a conflict with the forum date and may not be able to participate.
 - b. The committee decided that the forum would be cancelled if one of the candidates is unable to attend.
 - c. The committee will select 8 questions for the forum.
 - i. Sheila and Tucker recused themselves from the questions selection process.
 - ii. During the meeting (after Sheila and Tucker had left the room), the committee selected eight topics for the questions.
 - iii. Penny offered to draft the final questions and share them with the committee for approval before they are sent to Jay Senter (forum moderator).
- VI. Environmental Survey
 - a. Stephanie reported out on the results from the committee survey:
 - i. Carbon footprint was selected as the most important issue. Walkability and bikability were also noted as high priorities.

- ii. Stephanie will be sending Sheila a PPT recapping the full results of the survey and it will be included in the meeting packet for the November committee meeting.
- iii. While discussing the survey results, the committee voted to change its name from the "Environment and Recycling Committee" to the "Environmental Committee."
- iv. Stephanie proposed that high priority topics/issues identified in the survey be used to shape the committee's communications plan.

VII. Communications Subcommittee

- a. Nathan is going to draft an article on composting.
- b. Nathan provided an update on progress to update the committee's web pages.

VIII. Announcements

- a. Sheila mentioned that she's looking for new dates for a meetup between the PV and OP environmental committees.
- b. Next Meeting (11/28)

**Council Members
Mark Your Calendars
December 3, 2018**

December, 2018	Mixed Media Exhibit in the R.G. Endres Gallery featuring Robert Slotterback, Anne Nye and Trisha Reschly
December 2	PV Foundation Gingerbread House Event - Briarwood Elementary
December 3	City Council Meeting
December 13	Kansas Legislative Forecast Breakfast sponsored by Lathrop & Gage, 7:30 - 9:00 a.m. at Double Tree Hotel
December 14	2019 Legislative Preview Breakfast sponsored the NEJCC, 7:30 - 9:30 a.m. at Brighton Gardens
December 14	Artist Reception in the R.G. Endres Gallery
December 17	City Council Meeting
December 25	Christmas Holiday - City offices closed
December 25	No trash services - pick-up delayed one day
January, 2019	Juried Photography Exhibit in the R.G. Endres Gallery
January	City Council Meeting
January 11	Artist Reception in the R.G. Endres Gallery
January 21	City Offices closed for Martin Luther King, Jr. Holiday
January 22	City Council Meeting
January 23	Local Government Day in Topeka