

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

Presentation of Council Checks

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 - December 3, 2019
2. Approve the Prairie Village Arts Council monthly artist receptions in 2019 as special events promoting the arts to allow the serving of free wine
3. Approve renewal of public defender contract
4. Approve renewal of Spanish-speaking public defender contract
5. Approve the purchase of a police vehicle

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

COU2018-50 Consider approval of the adoption of a non-discrimination ordinance
City Attorney/Staff

XIII. **NEW BUSINESS**

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

Discuss the public meeting feedback and final design of North Park
Melissa Prenger

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
December 3, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 3, 2018, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Acting Mayor Dan Runion presided.

ROLL CALL

Roll was called by the Deputy 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, Ted Odell, and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; 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; Cliff Speegle, Stormwater Project Manager, and Meghan Boom, Deputy City Clerk. Also present was Teen Council member Wenhan Sun.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Jori Nelson moved the approval of the agenda for December 3, 2018 as presented. Ron Nelson seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS & SCOUTS

Students from various high schools attended the meeting as a requirement of their government class.

PRESENTATIONS

Citizens Police Academy Graduation

Chief Tim Schwartzkopf acknowledged another successful Citizens Police Academy. This program is important to the Police Department as it allows residents to see what the department does and provides an opportunity for officers to get to know Prairie Village residents. Chief Schwartzkopf thanked Sgt. Brady Sullivan for coordinating the 2018 Citizens Police Academy.

Sgt. Sullivan and Chief Schwartzkopf presented certificates of graduation to the following members of the Class of 2018 Prairie Village Citizens Police Academy: William Bruning, Sheila Myers, Parker Blomeyer, Inga Selders, Ron Nelson, Amy Lara, Ward Cook, Max Karges, Brad Bergeson, Mary Sexton, John Adams, and Joyce Hagen Mundy.

Ward Cook spoke on behalf of the 2019 graduating class and presented a financial contribution to the Shop with a Cop fund.



PUBLIC PARTICIPATION

Acting Mayor Dan Runion opened public participation. With no one present to address the Council, public participation closed at 6:13 p.m.

CONSENT AGENDA

Acting Mayor Dan Runion asked if there were any items to remove from the consent agenda for discussion.

Terrence Gallagher noted a correction to the minutes and asked for clarification on item 2. Ted Odell noted that he would abstain from voting on item 2 due to a conflict of interest.

Chad Herring moved for the approval of items 1 and 3-9 from the Consent Agenda of December 3, 2018:

- 1. Approval of the Regular City Council meeting minutes for November 5, 2018.**
- 2. Approval of a contract to provide Electrical Services to Pro Circuit for 2019 with renewals in 2020 and 2021.**
- 3. Approve the contract for painting services to In and Out Painting for 2019 with renewals in 2020 and 2021.**
- 4. Approval of a contract to provide Tree Planting Services to Rosehill Gardens for 2019 with renewals in 2020 and 2021.**
- 5. Approval of a contract to provide Materials Testing Services to Kaw Valley Engineering, Inc. for 2019 with renewals in 2020 and 2021.**
- 6. Approval of the issuance of a Cereal Malt Beverage License for December 2018 to Minit Mart, LLC located at 9440 Mission Road.**
- 7. Approval of the issuance of Cereal Malt Beverage Licenses for 2019 to the following businesses:**
 - Four B Corp - Hen House 22 located at 4050 West 83rd Street**
 - Four B Corp - Hen House 28 located at 6950 Mission Road**
 - Hy-Vee, Inc. - Store located at 7620 State Line Road**
 - Walgreen Co - Store #13032 located at 4016 West 95th Street**
 - Rimann Liquors of Prairie Village - located at 3917 Prairie Lane**
 - Minit Mart, LLC - Minit Mark located at 9440 Mission Road**
- 8. Approval of the agreement between the City of Prairie Village and Blue Valley Public Safety for Outdoor Warning Siren System Maintenance for 2019 in the amount of \$4,356.**
- 9. Approval of the Information Technology Services Agreement between Johnson County DTI and the City of Prairie Village in the amount of \$42,405.**

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.

Chad Herring moved for the approval of item 2 from the Consent Agenda of December 3, 2018.

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



COMMITTEE REPORTS

There were no committee reports to come before the City Council.

MAYOR'S REPORT

There was no Mayor's report in Mayor Wassmer's absence.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf noted that "Tip a Cop" is on Friday, December 7 to benefit Special Olympics.
- The Department's annual "Shop with a Cop" is on Thursday, December 6.

Public Works

- Keith Bredehoeft reported that a public meeting was held regarding North Park and it will be coming to the council for further discussion at a future council meeting.
- A light will be added to the north side of City Hall in the next month.
- A significant snow occurred last week with a good response from Public Works.
- Mr. Bredehoeft introduced Cliff Speegle, Stormwater Project Engineer, to the City Council.
- Ted Odell noted that there is a city ordinance that requires residents to clear their sidewalks, and asked Mr. Bredehoeft to ask crews to avoid plowing snow on to already cleared sidewalks.
- Chad Herring reported that the traffic calming measures installed on 67th Street have already proven to be beneficial.

Administration

- Wes Jordan asked City Council to consider moving a January Council meeting from January 7 to January 14 due to the timing of the swearing in of the Mayor-elect.
- Chad Herring suggested a future policy change to make this a permanent change.

Ted Odell moved the City Council approve the change of the Council meeting date from January 7 to January 14. Tucker Poling seconded the motion, and it passed unanimously.

- Terrence Gallagher asked if the City would consider regulating the use of e-bikes and scooters in Prairie Village. Mr. Jordan responded that it was under evaluation. Chief Schwartzkopf stated that scooters are not allowed on Prairie Village streets as they are in Kansas City, MO.
- Mr. Gallagher asked Chief Schwartzkopf about the impact of the legalization of medical marijuana in Kansas City, MO on the Police Department. Chief Schwartzkopf stated that the department would continue to enforce the current state law in Kansas.

OLD BUSINESS

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



NEW BUSINESS

United Community Services (UCS) Presentation

Marya Schott, Director of Resource Allocation with United Community Services of Johnson County, presented information about the Human Service Fund grants and Alcohol Tax Fund. Ms. Schott answered questions from the Council.

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

Ted Odell moved 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. Tucker Poling seconded the motion, and it passed unanimously.

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

Chad Herring moved the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County for the Alcohol Tax Fund and approve a contribution of \$40,000 from the 2019 Parks & Community Programs Budget. Ted Odell seconded the motion, and it passed unanimously.

COU2018-53: Consider appointment of City Clerk

Alley Porter introduced Adam Geffert as the candidate for the City Clerk position following an extensive interview process.

Ted Odell moved to ratify the Mayor's appointment of Adam Geffert to serve as the City Clerk with an anticipated start date of December 17, 2018. Ron Nelson seconded the motion, and it passed unanimously.

Acting Mayor Dan Runion issued the Oath of Office to Mr. Geffert.

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

Cliff Speegle stated Water Resources Solutions has developed a PES for the area of 68th & Mission Road with potential solutions to the flooding in this area for possible SMAC funding. The earliest a project could be funded would be 2020. The SMAC program would potentially fund 75% of the final design, construction, and construction costs. Don Baker with Water Resource Solutions shared a presentation highlighting the existing conditions and the proposed improvements. Mr. Baker reviewed three plan alternatives before recommending Plan #2 - raise the grade of Mission Road to create a flood bench with water quality facilities.

Ted Odell moved the City Council authorize the submittal of the Preliminary Engineering Study (PES) to the Johnson County SMAC Program for the 68th and Mission Road



Stormwater Improvements Project. Jori Nelson seconded the motion, and it passed unanimously.

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

Dan Runion outlined the process for an ADA appeal and introduced Keith Bredehoeft, who serves as the City's ADA coordinator. Mr. Bredehoeft provided background information on the 2018 parks projects, the implementation of ADA requirements over the course of the last several decades, and James Olenick's complaints related to the allocation of park funds.

Mr. Olenick's appeal was specific to his belief that the funds allocated for parks should be spent more equitably among all neighborhood parks, making those playsets a neighborhood hub to bring children of all abilities together. He also believes, from an all-inclusive standpoint, the City should follow the lead of the school district to include and integrate all children in all activities.

Council members discussed a variety of items related to the complaint and determined that the City complies with ADA requirements. Council members expressed a desire to review parks policies to determine opportunities to go "above and beyond" compliance.

Jori Nelson moved to uphold the decision of the ADA committee on November 6, 2018. Serena Schermoly seconded the motion, and it passed unanimously.

David Waters stated that legal counsel will work with staff to provide a written response to Mr. Olenick as required by City policy.

The Council thanked Mr. Olenick for his comments and expressed appreciation for his interest in the City's parks. They welcomed further input as the planning process for Harmon Park gets underway.

COU2018-54 Consider approval of the purchase and installation of the 2018 Park Play Set package at Franklin Park.

Ted Odell moved the City Council approve the contract with PlayScapes Recreation, LLC for the 2018 Parks Playset Package at a total cost of \$119,958.89. Sheila Myers seconded the motion, and it passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

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

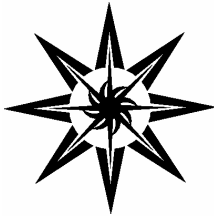
ANNOUNCEMENTS

The announcements were included in the Council packet.

ADJOURNMENT

With no further business to come before the City Council, Acting Mayor Dan Runion declared the meeting adjourned at 8:11 p.m.

Meghan Boom
Deputy City Clerk



ADMINISTRATION

Council Meeting Date: December 17, 2018
CONSENT AGENDA

Consider Resolution 2018-07, approving the Prairie Village Arts Council Monthly Artist Receptions in 2019 as Special Events Promoting the Arts to allow the serving of free wine.

BACKGROUND:

Non-profit organizations sponsoring an event promoting the arts may secure a permit to serve free alcoholic liquor or cereal malt beverages to members of the general public during the event with authorization of the local governing body by ordinance or resolution. The attached resolution covers the monthly artist receptions in 2019.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2018-07, to designate the Monthly Artist Receptions in 2019 as Special Events to Promote the Arts.

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: December 12, 2018

RESOLUTION 2018-07

WHEREAS, the Prairie Village Arts Council is a non-profit organization promoting the arts in Prairie Village through regular monthly art exhibits at the R. G. Endres Art Gallery located at 7700 Mission Road; and

WHEREAS, the Arts Council hosts an artist reception the 2nd Friday for each month in 2019 for the exhibiting artists between the hours 6:00 to 7:30 p.m. and desires to serve alcoholic and cereal malt beverages on the following dates: January 11, February 8, March 8, April 12, May 10, June 14, July 12, August 9, September 13, October 11, November 8, and December 13.

WHEREAS, the Governing Body may approve special events and exempt public areas, streets and sidewalks from the prohibitions concerning drinking or consuming of alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks;

WHEREAS, the Prairie Village Arts Council shall secure the appropriate license from the State of Kansas to sell alcoholic liquor and cereal beverages in accordance with all applicable state laws and municipal ordinances in the area designated by the Division of Alcoholic Beverage Control within the enclosed designated area during the event;

THEREFORE, BE IT RESOLVED that Prairie Village Arts Council monthly artist receptions are hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the sale and consumption of alcoholic liquor and cereal malt beverages during the specified dates and times at 7700 Mission Road.

ADOPTED BY THE GOVERNING BODY ON DECEMBER 17, 2018.

Mayor Laura Wassmer

ATTEST:

Joyce Hagen Mundy, City Clerk

STATE OF KANSAS



ALCOHOLIC BEVERAGE CONTROL
 109 SW 9th STREET
 P.O. Box 3506
 TOPEKA KS 66601-3506

DEPARTMENT OF REVENUE
 PHONE: 785-296-7015
 FAX: 785-296-7185
 www.ksrevenue.org/abc.html

**NOTIFICATION OF NON-PROFIT ORGANIZATION
 EVENT PROMOTING THE ARTS**

WHO MUST COMPLETE THIS FORM?

A non-profit organization that wishes to sponsor an event promoting the arts must complete this form if non-licensed businesses wish to serve free alcoholic liquor or Cereal Malt Beverages to members of the general public during the event. Notification must be received by the Director at least 10 days prior to the event.

The local governing body must approve the event by ordinance or resolution, which must be submitted with this form.

Complete this form and return to the address or fax number above at least 10 days prior to the event.

Non-Profit Organization Information:

Organization Name Prairie Village Arts Council (extension of the Prairie Village Municipal Foundation)			
Organization Mailing Address 7700 Mission Road	City Prairie Village	State Kansas	Zip Code 66208
Contact Person Name Jamie Robichaud, Deputy City Administrator	E-mail Address jrobichaud@pvkansas.com		
Phone Number 913-385-4601	Fax Number 913-385-7700		

Event Information:

Title of Event Monthly Art Exhibit At City Hall	Date(s) of Event 2nd Friday of every month in 2019		
Beginning Time of Event 6:00 p.m.	Ending Time of Event 7:30 p.m.		
Address 7700 Mission Road	City Prairie Village	State Kansas	Zip Code 66208
<input checked="" type="checkbox"/> I have attached a copy of the required ordinance or resolution authorizing this event.			
<input type="checkbox"/> I have attached a list of participating businesses.			

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.

Jamie Robichaud
 Authorized Signature

12/12/2018
 Date

ABC Office Use Only

<input type="checkbox"/> Received less than 10 days prior to event.	Date: _____	Associate: _____
<input type="checkbox"/> Scanned to Enforcement Agent		



Consider Renewal of Public Defender Contract - Robin A. Lewis

BACKGROUND:

The public defender for our municipal court is responsible for representing defendants who have been found indigent by the court and have been charged with criminal actions where a jail sentence may be imposed.

Robin Lewis has been the City's public defender since 2008 and continues to perform satisfactorily. It is the recommendation of staff that a two-year contract be renewed for the period of January 1, 2019 through December 31, 2020.

Staff evaluated the contractual rates of the public defender in other municipal courts in Johnson County and recommends a 3% rate increase for this renewal. The City currently pays \$1,250 per month for our public defender, and staff recommends a renewal rate of \$1,287.50 per month. This rate increase is anticipated in the 2019 budget.

RECOMMENDATION:

Staff recommends the City Council approve the two-year renewal of the contract as explained with Robin A. Lewis to provide public defender services for Prairie Village Municipal Court.

ATTACHMENTS:

- 2019-2020 contract renewal as approved by the City Attorney.
- Original contract from 2008

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: December 12, 2018

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract (“Contract”) between the City of Prairie Village, Kansas (“City”) and Robin A. Lewis (“Attorney”), for the period of January 1, 2008 through December 31, 2008, a copy of which is attached hereto, and renewed most recently on January 1, 2017 through December 31, 2018, is hereby renewed, as of January 1, 2019, as follows:

1. The Contract is renewed for an additional two-year period and shall terminate on December 31, 2020, subject to further renewal.
2. The CITY agrees to compensate ATTORNEY for these services described in the Contract, in the amount of \$1,287.50 per month, for the period of January 1, 2019 through December 31, 2020.
3. The remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Renewal of Public Defender Contract to be executed this 17th day of December, 2018.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Laura Wassmer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to form:

David E. Waters, Interim City Attorney

ATTORNEY

Robin A. Lewis

**PUBLIC DEFENDER CONTRACT
THE CITY OF PRAIRIE VILLAGE, KANSAS**

COMES NOW, the City of Prairie Village, Kansas, a Municipal Corporation, and Robin A. Lewis, hereinafter referred to as "ATTORNEY", to enter into this Contract based upon the following terms, conditions, and considerations.

WITNESSETH:

WHEREAS, the CITY desires to retain ATTORNEY for Municipal Court Public Defender Services and ATTORNEY desires to provide those services.

NOW, THEREFORE, it is agreed between the CITY and by ATTORNEY as follows:

1. ATTORNEY'S job responsibilities shall include the following, which ATTORNEY agrees to perform for the consideration herein set out:
 - a. Prepare, try and otherwise handle representation of indigent Defendants (who are hereinafter referred to as clients) in the Municipal Court at the regularly scheduled dockets as may be assigned by the Municipal Court Judge. In this regard it is understood ATTORNEY need not be present at each docket, but only those upon which his client's matter is scheduled. ATTORNEY will not be found in breach of this Agreement where circumstances such as illness, Court conflicts, etc., prohibit an appearance, provided ATTORNEY has made a good faith effort to do so and has notified the Court in advance.
 - b. ATTORNEY agrees to represent the referred defendants from referral to final disposition, even if such representation continues past the date of this Agreement. If final disposition includes an appeal, such representation shall include preparation and litigation of appeals de novo in the Johnson County District Court, either to the Court or to a jury, as deemed necessary by the ATTORNEY in representation of her clients.
 - c. Represent, prepare and submit Diversions for clients at both the Municipal Court level and the Johnson County District Court, if applicable.
 - d. Represent assigned clients in termination actions on diversions and prepare for and handle hearings thereon.
 - e. Represent assigned clients in parole or probation revocation proceedings of the Municipal Court and the Johnson County District Court, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.

- f. Represent assigned clients in contempt and suspended sentence matters, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.
- g. Prepare all documents, motions, briefs, letters, etc., with his own staff support and materials. It is understood between the parties that the CITY will attempt to provide a place for ATTORNEY and assigned clients to meet at City Hall and use of a phone during normal business hours.

2. CITY agrees to compensate ATTORNEY for these services the monthly sum of (\$1,041.66) for the calendar year commencing January 1, 2008 through December 31, 2008

3. ATTORNEY'S status shall at all times remain as a Contractee of the CITY. ATTORNEY is not an employee or agent of the CITY. This Contract shall terminate on December 31, 2008, subject to renewal. ATTORNEY represents that she is self-employed and that she individually has responsibilities to correctly report her income/expenses on her tax returns and that the Court has no obligation or right to withhold any FICA income or other taxes from the agreed monthly payment.

4. ATTORNEY represents that she is duly authorized to practice law in the State Courts of Kansas and that she will remain so qualified throughout the Agreement.

5. ATTORNEY shall hold harmless the City of Prairie Village, its employees, officers, and agents and defend and indemnify it against all claims and causes of action in which misconduct or negligence is alleged against ATTORNEY while performing services pursuant to this Contract. This provision shall not apply if the claim is based upon the misconduct or negligence of the CITY, its officers, employees, or agents.

6. During the performance of this contract, the ATTORNEY agrees to maintain for the duration of the contract insurance coverage of the type and minimum liability as set forth below. The ATTORNEY shall furnish to the CITY a Certificate of Insurance verifying such coverage. All general liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the CITY.

Professional Liability	\$1,000,000 each claim/aggregate
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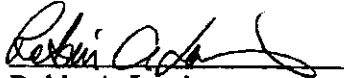
7. As a contractor, ATTORNEY understands this is an Agreement to provide the services and perform the tasks herein before set forth, and not an agreement to provide services for a preset number of hours per week. ATTORNEY will remain under contract with the CITY for the period of the Contract, unless otherwise terminated by the CITY, and ATTORNEY understands that the CITY is not creating in her an expectation of continued contract with the CITY beyond the term of this Contract. This Contract may only be amended with the written approval of both of the parties. This Contract may be terminated at any time by either party, with or without cause by providing thirty (30) days written notice and payment by CITY of the pro rata fees earned to the date of termination.


8. Robin A. Lewis understands she is obligated by this agreement and further understands and authorizes the CITY to issue its check in payment for services to Robin A. Lewis, whose tax identification number is 48-1222403.

9. TERMINATION -- The CITY reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the ATTORNEY, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to the ATTORNEY. Upon receipt of such notice from the City, the ATTORNEY shall:

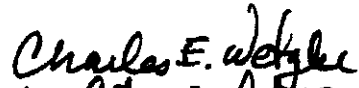
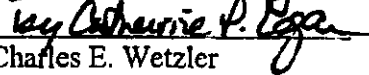
- a. Immediately cease all work or
- b. Meet with the City and, subject to the City's approval, determine what work shall be required of the ATTORNEY in order to bring the services described in this agreement to a reasonable termination.

If the City shall terminate for its convenience as herein provided, the CITY shall compensate the ATTORNEY for all work completed to date of termination.


Robin A. Lewis


Ronald L. Shaffer
Mayor

APPROVED AS TO FORM



Charles E. Wetzler
City Attorney

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Robin A. Lewis ("ATTORNEY"), for the period of January 1, 2008 through December 31, 2008, a copy of which is attached hereto, and was renewed on January 1, 2014 through December 31, 2014, and is hereby renewed, as follows:

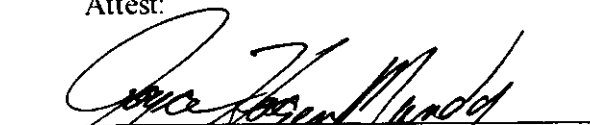
1. The Contract is renewed for an additional two year period and shall terminate on December 31, 2016, subject to further renewal.
2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the monthly sum of \$1,127.20 for the period commencing January 1, 2015 through December 31, 2016.
3. The remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Renewal to Public Defender Contract to be executed, the day and year first herein written.


CITY OF PRAIRIE VILLAGE, KANSAS

By: 
Ronald L. Shaffer, Mayor

Attest:


Joyce Hagen Mundy, City Clerk

Approved as to form:


Catherine P. Logan, City Attorney

ATTORNEY:


Robin A. Lewis

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Robin A. Lewis ("ATTORNEY"), for the period of January 1, 2008 through December 31, 2008, a copy of which is attached hereto, is hereby renewed, as of January 1, 2014, as follows:

1. The Contract is renewed for an additional one year period and shall terminate on December 31, 2014, subject to further renewal."
2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the monthly sum of \$1,127.20 for the calendar year commencing January 1, 2014 through December 31, 2014.
3. The remaining provisions of the Contract shall remain in full force and effect.

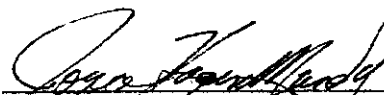
IN WITNESS WHEREOF the parties hereto have caused this Renewal to Public Defender Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

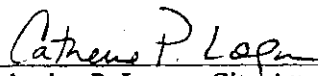
By: 

Ronald L. Shaffer, Mayor

Attest:


Joyce Hagén Mundy, City Clerk

Approved as to form:


Catherine P. Logan, City Attorney

ATTORNEY


Robin A. Lewis



Consider Renewal of Spanish-Speaking Public Defender Contract - Lenin Guerra

BACKGROUND:

The public defender for our municipal court is responsible for representing spanish-speaking defendants who have been found indigent by the court and have been charged with criminal actions where a jail sentence may be imposed.

Lenin Guerra has been the City's spanish-speaking public defender since 2011 and continues to perform satisfactorily. It is the recommendation of staff that a two-year contract be renewed for the period of January 1, 2019 through December 31, 2020.

A rate increase is not recommended from the previous rate of \$90.00 per hour. The Court only uses Mr. Guerra's services on a limited basis, and his rate remains competitive. This expenditure is anticipated in the 2019 budget.

RECOMMENDATION:

Staff recommends the City Council approve the two-year renewal of the contract as explained with Lenin Guerra to provide public defender services for Prairie Village Municipal Court.

ATTACHMENTS:

- 2019-2020 contract renewal as approved by the City Attorney.
- Original contract from 2011

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: December 12, 2018

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract (“Contract”) between the City of Prairie Village, Kansas (“City”) and Lenin Guera (“Attorney”), for the period of January 1, 2011 through December 31, 2012, a copy of which is attached hereto, and renewed most recently on January 1, 2017 through December 31, 2018, is hereby renewed, as of January 1, 2019, as follows:

1. The Contract is renewed for an additional two-year period and shall terminate on December 31, 2020, subject to further renewal.
2. The CITY agrees to compensate ATTORNEY for these services described in the Contract, in the amount of \$90 per hour, for the period of January 1, 2017 through December 31, 2018.
3. The remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal of Public Defender Contract to be executed this 17th day of December, 2018.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Laura Wassmer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to form:

David E. Waters, Interim City Attorney

ATTORNEY

Lenin Guerra

**PUBLIC DEFENDER CONTRACT
THE CITY OF PRAIRIE VILLAGE, KANSAS**

COMES NOW, the City of Prairie Village, Kansas, a Municipal Corporation, and Lenin Guerra, hereinafter referred to as "ATTORNEY", to enter into this Contract based upon the following terms, conditions, and considerations.

WITNESSETH:

WHEREAS, the CITY desires to retain ATTORNEY for Municipal Court Public Defender Services for Spanish speaking defendants and ATTORNEY desires to provide the services of Public Defender and Spanish Interpreter.

NOW, THEREFORE, it is agreed between the CITY and by ATTORNEY as follows:

1. ATTORNEY'S job responsibilities shall include the following, which ATTORNEY agrees to perform for the consideration herein set out:
 - a. Prepare, try and otherwise handle representation of indigent Spanish speaking Defendants (who are hereinafter referred to as clients) in the Municipal Court at the regularly scheduled dockets as may be assigned by the Municipal Court Judge. In this regard it is understood ATTORNEY need not be present at each docket, but only those upon which his client's matter is scheduled. Attorney plea dockets are held on Thursdays beginning at 4:00 p.m. ATTORNEY will not be found in breach of this Agreement where circumstances such as illness, Court conflicts, etc., prohibit an appearance, provided ATTORNEY has made a good faith effort to do so and has notified the Court in advance.
 - b. ATTORNEY agrees to represent the referred defendants from referral to final disposition, even if such representation continues past the date of this Agreement. If final disposition includes an appeal, such representation shall include preparation and litigation of appeals de novo in the Johnson County District Court, either to the Court or to a jury, as deemed necessary by the ATTORNEY in representation of his clients.
 - c. Represent, prepare and submit Diversions for clients at both the Municipal Court level and the Johnson County District Court, if applicable.
 - d. Represent assigned clients in termination actions on diversions and prepare for and handle hearings thereon.

- e. Represent assigned clients in parole or probation revocation proceedings of the Municipal Court and the Johnson County District Court, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.
- f. Represent assigned clients in contempt and suspended sentence matters, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.
- g. Prepare all documents, motions, briefs, letters, etc., with his own staff support and materials. It is understood between the parties that the CITY will attempt to provide a place for ATTORNEY and assigned clients to meet at City Hall and use of a phone during normal business hours.

2. CITY agrees to compensate ATTORNEY for these services the hourly rate of \$90.00 for the calendar years commencing January 1, 2011 through December 31, 2012.

3. CITY agrees to provide ATTORNEY with copies of citations, police reports and in-car videos in regards to assigned clients at no charge.

4. ATTORNEY'S status shall at all times remain as a Contractee of the CITY. ATTORNEY is not an employee or agent of the CITY. This Contract shall terminate on December 31, 2012, subject to renewal. ATTORNEY represents that he is self-employed and that he individually has responsibilities to correctly report his income/expenses on his tax returns and that the Court has no obligation or right to withhold any FICA income or other taxes from the agreed hourly payment.

5. ATTORNEY represents that he is duly authorized to practice law in the State Courts of Kansas and that he will remain so qualified throughout the Agreement.

6. ATTORNEY shall hold harmless the City of Prairie Village, its employees, officers, and agents and defend and indemnify it against all claims and causes of action in which misconduct or negligence is alleged against ATTORNEY while performing services pursuant to this Contract. This provision shall not apply if the claim is based upon the misconduct or negligence of the CITY, its officers, employees, or agents.

7. During the performance of this contract, the ATTORNEY agrees to maintain for the duration of the contract insurance coverage of the type and minimum liability as set forth below.

The ATTORNEY shall furnish to the CITY a Certificate of Insurance verifying such coverage. All general liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the CITY.

Professional Liability \$500,000/ \$1,500,000 each claim/aggregate

8. As a contractor, ATTORNEY understands this is an Agreement to provide the services and perform the tasks herein before set forth, and not an agreement to provide services for a preset number of hours per week. ATTORNEY will remain under contract with the CITY for the period of the Contract, unless otherwise terminated by the CITY, and ATTORNEY understands that the CITY is not creating in him an expectation of continued contract with the CITY beyond the term of this Contract. This Contract may only be amended with the written approval of both of the parties. This Contract may be terminated at any time by either party, with or without cause by providing thirty (30) days written notice and payment by CITY of the pro rata fees earned to the date of termination.

9. Lenin Guerra understands he is obligated by this agreement and further understands and authorizes the CITY to issue its check in payment for services to Lenin Guerra whose tax identification number is 80-0099731.

10. TERMINATION – The CITY reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the ATTORNEY, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to the ATTORNEY. Upon receipt of such notice from the City, the ATTORNEY shall:

- a. Immediately cease all work or
- b. Meet with the City and, subject to the City's approval, determine what work shall be required of the ATTORNEY in order to bring the services described in this agreement to a reasonable termination.

If the City shall terminate for its convenience as herein provided, the CITY shall compensate the ATTORNEY for all work completed to date of termination.



Lenin Guerra

APPROVED AS TO FORM

Ronald L. Shaffer
Mayor

Catherine Logan
City Attorney

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Lenin Guerra ("ATTORNEY"), for the period of January 1, 2011 through December 31, 2012, a copy of which is attached hereto, is hereby renewed as of July 15, 2013, as follows:

1. The Contract is renewed for the remainder of the current calendar year and shall terminate on December 31, 2014, subject to further renewal.
2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the hourly rate of \$90.00 for the calendar year commencing July 15, 2013 through December 31, 2014.
3. The remaining provisions of the Contract shall remain in full force and effect.

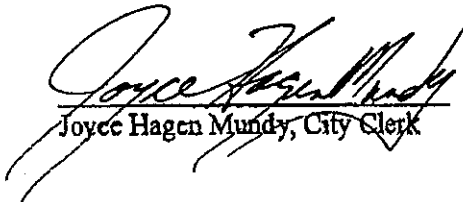
IN WITNESS WHEREOF the parties hereto have caused this Renewal to Public Defender Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: 

Ronald L. Shaffer, Mayor

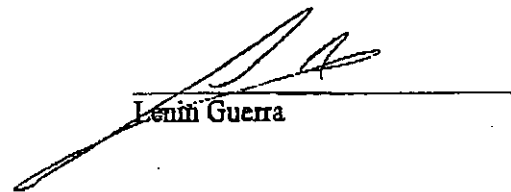
Attest:


Joyce Hagen Mundy, City Clerk

Approved as to form:


Catherine P. Logan, City Attorney

ATTORNEY


Lenin Guerra

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Lenin Guerra ("ATTORNEY"), for the period of January 1, 2011 through December 31, 2012, a copy of which is attached hereto, and was renewed on July 15, 2013 through December 31, 2014, a copy of which is attached hereto, is hereby renewed as of January 1, 2015, as follows:

1. The Contract is renewed for an additional two year period and shall terminate on December 31, 2016, subject to further renewal.
2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the hourly rate of \$90.00 for the period commencing January 1, 2015 through December 31, 2016.
3. The remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Renewal to Public Defender Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

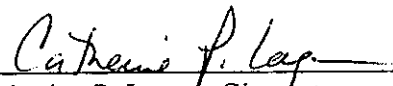
By: 

Ronald L. Shaffer, Mayor

Attest:


Joyce Hagen Mundy, City Clerk

Approved as to form:


Catherine P. Logan, City Attorney

ATTORNEY:


Lenin Guerra



POLICE DEPARTMENT

Council Meeting Date: December 17, 2018

CONSENT AGENDA: PURCHASE REQUEST OF POLICE VEHICLE

RECOMMENDATION

Staff recommends the purchase of one (1) 2018 Honda Accord for \$22,999.

COUNCIL ACTION REQUESTED ON DECEMBER 17, 2018.

BACKGROUND

On an annual basis, the Police Department replaces older Investigations vehicles due to age, mileage, and/or maintenance problems. The Accord was selected since it is not a traditional unmarked police vehicle and will assist the Department in various situations to include undercover operations and surveillance. This vehicle purchase will replace a 2008 Ford Crown Victoria.

The Department obtained bids for the Accord from Honda of Olathe (\$24,895), O'Neil Honda (\$22,999) and Jay Wolfe Honda (\$24,300). The Department is seeking authorization to purchase this vehicle from O'Neill Honda.

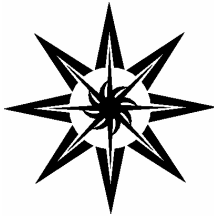
This vehicle will be purchased in **2019** and was previously approved by the City Council as part of the 2019 Public Safety Budget.

FUNDING SOURCE

01-03-26-8006-000 - \$23,000.00

PREPARED BY

Captain Ivan Washington
Investigations Commander
Date: December 10, 2018



ADMINISTRATION

Council Meeting Date: December 17, 2018

Consideration of Adopting a Nondiscrimination Ordinance (5-801 through 5-805).

Recommendation

Staff recommends approval of the Nondiscrimination Ordinance (5-801 through 5-805) as presented.

Motion

Move for approval of the Nondiscrimination Ordinance 5-801 through 5-805 as presented.

Background

During the November 19 Council meeting, Staff and Legal Counsel reviewed proposed amendments that were being recommended to the draft of the Nondiscrimination Ordinance (NDO) that was first introduced by Councilman Poling and Councilman Herring during the October 15, 2018, City Council meeting. The Governing Body voted 12-0 in favor of directing Legal Counsel to make further revisions as outlined in the strikethrough comparison version of the final attached NDO Ordinance.

Legal Counsel also reviewed Kansas law to determine if there was an explicit cap on fines that municipal judges could impose in regards to changing \$500 to \$1000 in Section 5-804(f). Although there is no explicit cap on fines that municipal judges can impose, there are general prohibitions of excessive fines found in the Eighth Amendment to the United States Constitution and the Kansas Constitution Bill of Rights § 9. These enactments require a judge to determine whether a fine is excessive before it is imposed, taking into account the financial resources of the defendant and the nature of the burden that its payment will impose. K.S.A. 21-6612. Therefore, Legal Counsel believes the \$1,000 fine in this ordinance appears to be within these limitations, assuming the municipal judge takes into account the aforementioned factors.

Attachments

1. Strikethrough tracking/comparison version of final draft of the NDO
2. Final Draft of the Nondiscrimination Ordinance 5-801 through 5-805

PREPARED BY

Wes Jordan
City Administrator
Date: December 11, 2018

THE PRAIRIE VILLAGE ORDINANCE AGAINST DISCRIMINATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE VILLAGE, KANSAS; RELATING TO CIVIL RIGHTS.

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

WHEREAS, Prairie Village is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety and welfare of the citizens of Prairie Village; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, local, state and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for violations; and,

WHEREAS, in some instances, current state and federal employment, housing and/or public accommodation laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and,

WHEREAS, the City of Prairie Village desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provides with respect to race, color, religion, national origin, sex, age, disability, marital status, familial status, and military status and to provide a complaint and enforcement process to effectuate protections not available under current state and federal laws.

THEREFORE, Chapter 5 of the Code of the City of Prairie Village is amended, adding Article 8 to the existing Articles of that Chapter, as follows:

**ARTICLE 8. PROHIBITED DISCRIMINATION IN
EMPLOYMENT, HOUSING, OR PUBLIC ACCOMMODATIONS.**

5 – 801. DEFINITIONS.

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

- (a) **Aggrieved individual** means any individual who has a good faith belief that ~~he/she~~ such individual has been injured by an unlawful discriminatory practice.
- (b) **City** means the City of Prairie Village, Kansas.
- (c) **Code** means the Code of the City of Prairie Village, Kansas.
- (d) **Days** means calendar days. If a deadline falls on a day city hall is not open (~~i.e.e.g.~~ a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.
- (e) **Employee** means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.
- (f) **Employer** means any individual or entity (~~i.e.e.g.~~ corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing four-one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no non-profit fraternal or social association/corporation shall be considered to be an employer.
- (g) **Gender identity** means an individual's actual or perceived ~~or actual~~ (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.
- (h) **Hearing officer** means the City of Prairie Village Municipal Judge.
- (i) **Investigator** means the City of Prairie Village Prosecutor.
- (j) **Nonprofit fraternal or social association/corporation** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

- (k) **Place of public accommodation** shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more ~~than four~~ tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.
- (l) **Religious organization** means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.
- (m) **Rent** means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.
- (n) **Rental housing** means any real property, consisting of more ~~than four~~ one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 5 of the Code.
- (o) **Respondent** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.
- (p) **Sexual orientation** means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

5 – 802. DECLARATION OF POLICY.

- (a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:
 - (1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
 - (2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.
 - (3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.
 - (4) The right to exercise any right granted under this ordinance without retaliation.
- (b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and

gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

5 – 803. UNLAWFUL PRACTICES.

- (a) **Employment.** It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.
- (b) **Housing.** It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.
- (c) **Public Accommodation.** It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.
- (d) It shall be a defense to any allegation of an unlawful discriminatory practice:
 - (1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity.
 - (2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance.
 - (3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (*i.e.* the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).
- (e) Nothing in this article shall:
 - (1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or

occupancy of such lodging to its members or from giving preference to its members.

- (2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law.
- (3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.
- (4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.
- (5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.
- (6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender.
- (7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

5 – 804. ENFORCEMENT.

- (a) An aggrieved individual may file a written, verified complaint that the individual has been, or is being, subject to an alleged unlawful discriminatory practice set forth in this article personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided by the city. The city is to provide the complaint form without charge.
- (b) The complaint form shall be submitted to the investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by

the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

- (c) The complaint form must be filed within sixty (60) days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within sixty (60) days of the last act of discrimination.
- (d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) thirty (30) days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional thirty (30) days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).
- (e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. This investigation period shall be concluded within sixty (60) days of the investigator's last request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.
- (f) Within thirty (30) days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two (2) years after the deadline for appeal or completion of appeal, whichever is later.
- (g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within thirty (30) days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.
- (h) If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within sixty (60) days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

- (i) If the investigator has determined that probable cause exists that the respondent(s) committed an unlawful discriminatory practice against the complainant, and the complaint could not be conciliated and settled within sixty (60) days of the date of such determination (or the last day of any extension, whichever is later), the complaint shall be set for a hearing before the hearing officer. The parties will be given at least ten (10) days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. The hearing officer shall issue a written determination within ten (10) days of the date of the hearing. The determination shall indicate whether the preponderance of the evidence proves that respondent committed the unlawful discriminatory practice against the complainant. If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to \$500-001,000.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any. The hearing officer shall preserve all evidence presented at the hearing for a period of two (2) years after the deadline for appeal or completion of appeal, whichever is later.
- (j) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within thirty (30) days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.
- (k) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.
- (l) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of \$100 for each such violation.

5 – 805. SEVERABILITY.

Should any section, subsection, sentence, clause or phrase of this article, or the application thereof to any person or circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article.

(Ord. No. _____, ____, __-__-2018)

THE PRAIRIE VILLAGE ORDINANCE AGAINST DISCRIMINATION

ORDINANCE NO. 2394

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF PRAIRIE VILLAGE, KANSAS; RELATING TO CIVIL RIGHTS.

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

WHEREAS, Prairie Village is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety and welfare of the citizens of Prairie Village; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, local, state and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for violations; and,

WHEREAS, in some instances, current state and federal employment, housing and/or public accommodation laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and,

WHEREAS, the City of Prairie Village desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provides with respect to race, color, religion, national origin, sex, age, disability, marital status, familial status, and military status and to provide a complaint and enforcement process to effectuate protections not available under current state and federal laws.

THEREFORE, Chapter 5 of the Code of the City of Prairie Village is amended, adding Article 8 to the existing Articles of that Chapter, as follows:

**ARTICLE 8. PROHIBITED DISCRIMINATION IN
EMPLOYMENT, HOUSING, OR PUBLIC ACCOMMODATIONS.**

5 – 801. DEFINITIONS.

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

- (a) **Aggrieved individual** means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice.
- (b) **City** means the City of Prairie Village, Kansas.
- (c) **Code** means the Code of the City of Prairie Village, Kansas.
- (d) **Days** means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.
- (e) **Employee** means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.
- (f) **Employer** means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no non-profit fraternal or social association/corporation shall be considered to be an employer.
- (g) **Gender identity** means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.
- (h) **Hearing officer** means the City of Prairie Village Municipal Judge.
- (i) **Investigator** means the City of Prairie Village Prosecutor.
- (j) **Nonprofit fraternal or social association/corporation** means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

- (k) **Place of public accommodation** shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.
- (l) **Religious organization** means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.
- (m) **Rent** means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.
- (n) **Rental housing** means any real property, consisting of more one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 5 of the Code.
- (o) **Respondent** means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.
- (p) **Sexual orientation** means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

5 – 802. DECLARATION OF POLICY.

- (a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:
 - (1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.
 - (2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.
 - (3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.
 - (4) The right to exercise any right granted under this ordinance without retaliation.
- (b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and

gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

5 – 803. UNLAWFUL PRACTICES.

- (a) **Employment.** It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.
- (b) **Housing.** It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.
- (c) **Public Accommodation.** It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.
- (d) It shall be a defense to any allegation of an unlawful discriminatory practice:
 - (1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity.
 - (2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance.
 - (3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (*i.e.* the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).
- (e) Nothing in this article shall:
 - (1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or

occupancy of such lodging to its members or from giving preference to its members.

- (2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law.
- (3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.
- (4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.
- (5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.
- (6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender.
- (7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

5 – 804. ENFORCEMENT.

- (a) An aggrieved individual may file a written, verified complaint that the individual has been, or is being, subject to an alleged unlawful discriminatory practice set forth in this article personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided by the city. The city is to provide the complaint form without charge.
- (b) The complaint form shall be submitted to the investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by

the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

- (c) The complaint form must be filed within sixty (60) days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within sixty (60) days of the last act of discrimination.
- (d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) thirty (30) days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional thirty (30) days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).
- (e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. This investigation period shall be concluded within sixty (60) days of the investigator's last request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.
- (f) Within thirty (30) days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two (2) years after the deadline for appeal or completion of appeal, whichever is later.
- (g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within thirty (30) days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.
- (h) If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within sixty (60) days of the date of the finding of probable cause, the matter shall be

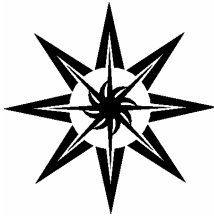
referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

- (i) If the investigator has determined that probable cause exists that the respondent(s) committed an unlawful discriminatory practice against the complainant, and the complaint could not be conciliated and settled within sixty (60) days of the date of such determination (or the last day of any extension, whichever is later), the complaint shall be set for a hearing before the hearing officer. The parties will be given at least ten (10) days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. The hearing officer shall issue a written determination within ten (10) days of the date of the hearing. The determination shall indicate whether the preponderance of the evidence proves that respondent committed the unlawful discriminatory practice against the complainant. If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to \$1,000.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any. The hearing officer shall preserve all evidence presented at the hearing for a period of two (2) years after the deadline for appeal or completion of appeal, whichever is later.
- (j) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within thirty (30) days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.
- (k) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.
- (l) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of \$100 for each such violation.

5 – 805. SEVERABILITY.

Should any section, subsection, sentence, clause or phrase of this article, or the application thereof to any person or circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article.

(Ord. No. 2394, December 17, 2018)



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 17, 2018

DISCUSS THE PUBLIC MEETING FEEDBACK AND FINAL DESIGN OF NORTH PARK

RECOMMENDATION

Move forward with final design for selected options.

MOTION

Direct staff to move forward with the design and selected options

BACKGROUND

The design of North Park is in its final phase and a public meeting was held on November 27, 2018 at the Community Center to highlight the layout of the park and receive input on options for amenities. Residents were given comment sheets and asked to choose between options for the following: the shelter column style, the shelter furniture, the restroom's window configuration, an additional pedestrian connection to the garden, and the 2-5 year old playset.

The public meeting results, while not scientific, did give the design team direction for the final design. The design team is bringing before the Governing Body the layout based on the culmination of our previous meetings, including public meetings, Steering Committee meetings, and Park and Recreation meetings.

Specific attention has been paid to the garden, as a passive amenity geared for adults, which is new to our parks. The garden will be a partnership with the Johnson County Master Gardeners program. The Master Gardeners will maintain the garden beds and the City will provide the plants and irrigation. The garden has the potential to be a seasonal canvas for the Master Gardeners and it is an exciting partnership.

We have also directed our attention to the play areas bringing the industry's latest inclusive elements that go above the minimum access requirements. ABCreative's design focuses on the 7 Elements of Play studied by Jami Murdock, an early childhood educator with more than 25 years of experience and an expert on how important playground activities are to a child's success in the classroom. The 7 Elements of Play - balancing, brachiating, climbing, spinning, sliding, swinging, and sensory - help a child develop physically, cognitively, socially, and emotionally.

In the 5-12 Play Area, the Berliner Pentagode is ground level accessible around the entire structure, and the rope acts as a transfer platform in certain spots which is why rope equipment doesn't need a transfer platform like a post and deck structure. Kids can climb as high as they are comfortable climbing while improving their hand-eye coordination, strategic thinking, finger and hand strength, upper body strength, balance, and overall coordination. Rope structures make great inclusive play pieces because the

see-through nature allows kids to constantly be able to see each other and interact while they play.

On the Burke 2-5 play structure, almost everything is ground level accessible, so kids can easily get on and off the equipment where they are comfortable and can explore their limits. The various climbing elements will help improve the kids balance, upper body strength, grip strength, body awareness, proprioception, and agility while feeling safe due to the ground level nature of the structure. The Novo picnic tables and benches create possible social spaces for kids and allows parents to be a part of the action instead of sitting on the sidelines outside the play area. Parents can use the picnic tables and benches to be much closer to their kids and interact with them while they play but still not interfere with other users.

Also in the 2-5 Play Area, the Berliners Disk Spinner's design creates a fully accessible and inclusive playground spinner for up to 12 users. Group spinners like the Disk promote teamwork, create a great social space, improve kinesthetic awareness, and provides tons of sensory stimulation. In this same play area, the Percussion Play Tubular Bells are a fully accessible and inclusive play piece where kids of all capabilities can enjoy a therapeutic sensory rich experience. The large bells produce deep tones and incredible vibrations kids, especially those with autism, love to experience.

Kids of all ages will get to enjoy swinging at North Park due to the two different sets of swings. The Freedom Inclusive Swing from Burke means kids lacking the upper body strength and core stability can enjoy the swinging experience while the Konnection Swing promotes intergenerational play or engagement and interaction with their parents. Swings improve cooperation, teamwork, developing proprioception, the ability to balance, and body coordination.

Both age group areas use engineered wood fiber for surfacing, which is an approved accessible surface. Additionally, each play area includes an accessible concrete ramp to ensure convenient access to the surfacing from the approaching accessible route.

ATTACHMENTS

- 1. Comment sheet from November 27, 2018 Public Meeting**
- 2. Presentation**

PREPARED BY

Melissa Prenger, Senior Project Manager

December 11, 2018

←
COMMENTS CAN BE WRITTEN ON BACK OF SHEET

SHELTER TYPE

Option A Option B



GARDEN SHELTER FURNITURE

Option A Option B



RESTROOM

Option A Option B

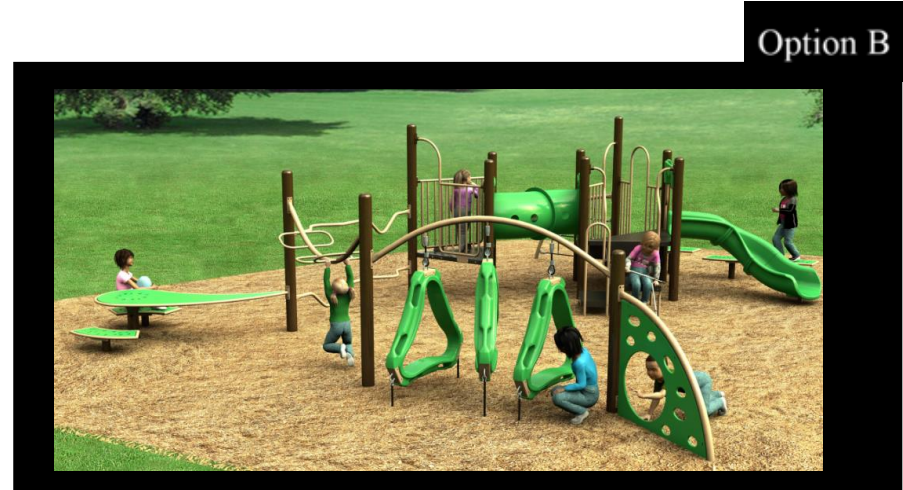


PROVIDE SECOND CONNECTION TO GARDEN? YES NO



PLAYSET

Option A Option B





North Park Final Design

December 17, 2018





Preliminary Site Plan



General Park Amenities



General Park Amenities



Bocce & Garden



Play Areas



Play Equipment (5-12)



Play Equipment (2-5)



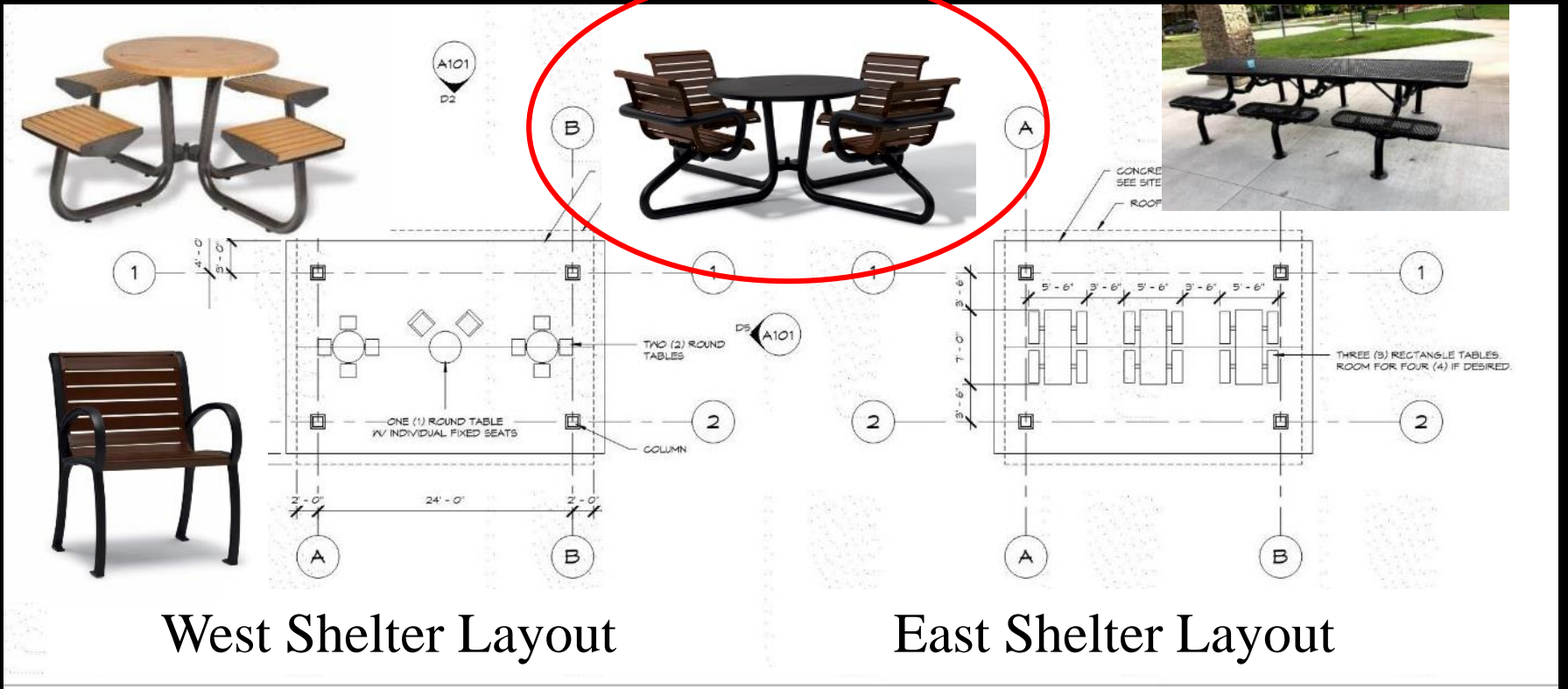
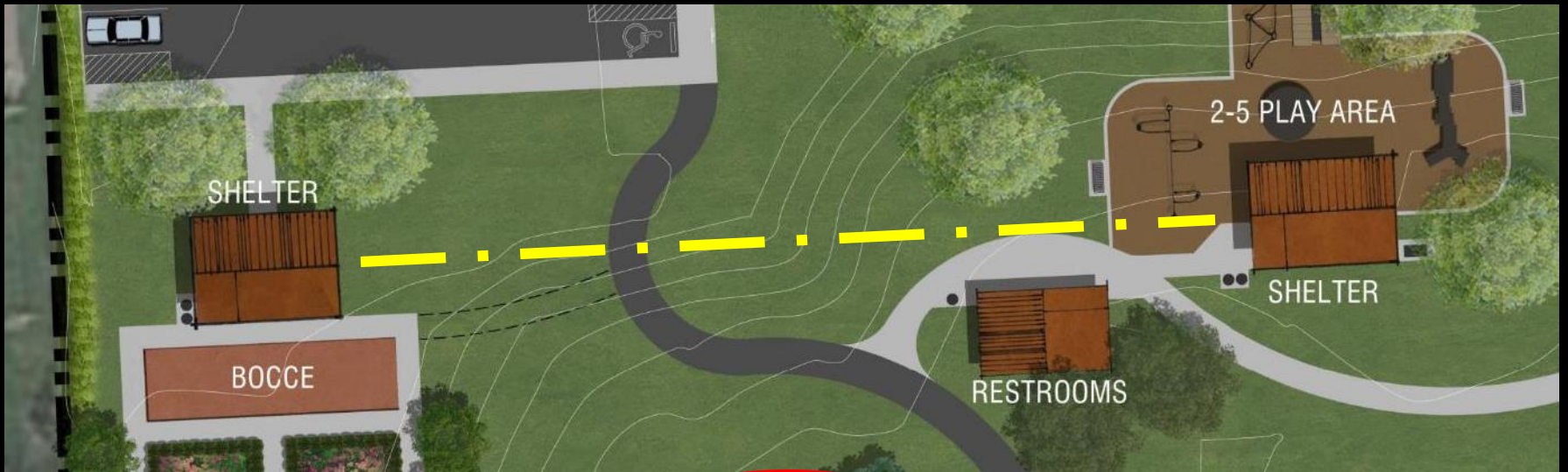
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Play Equipment (2-5)



Site Furnishings

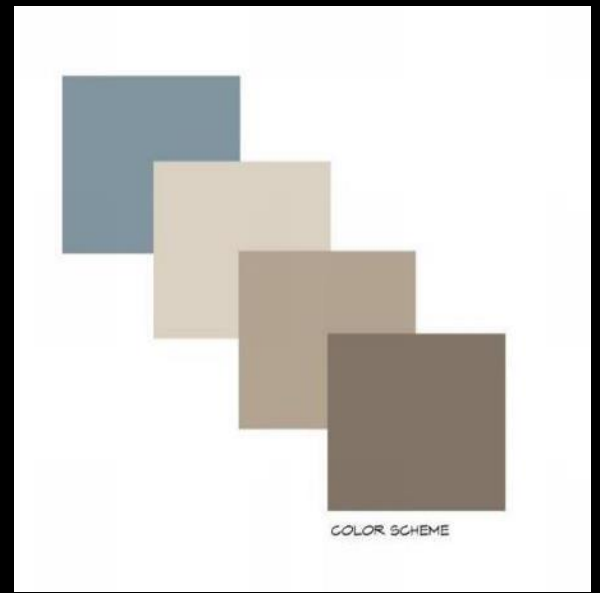




Option A



Option B



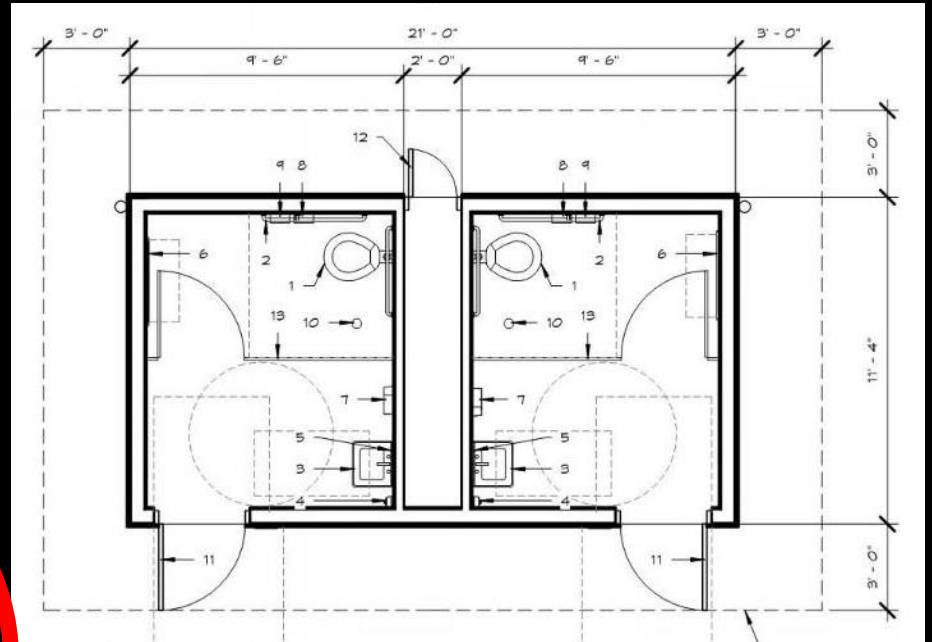
Restroom Materials



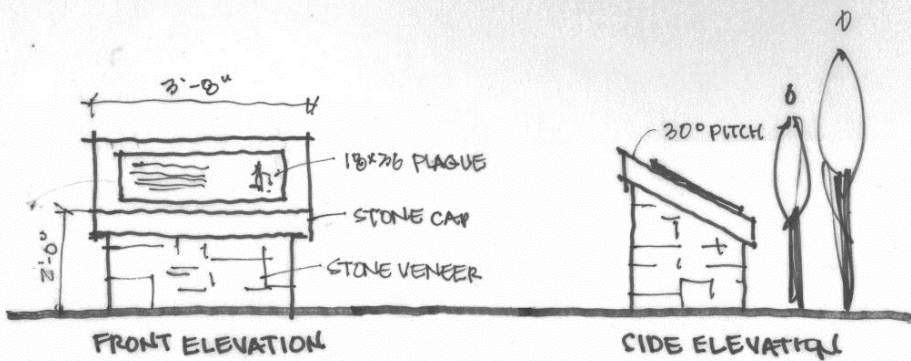
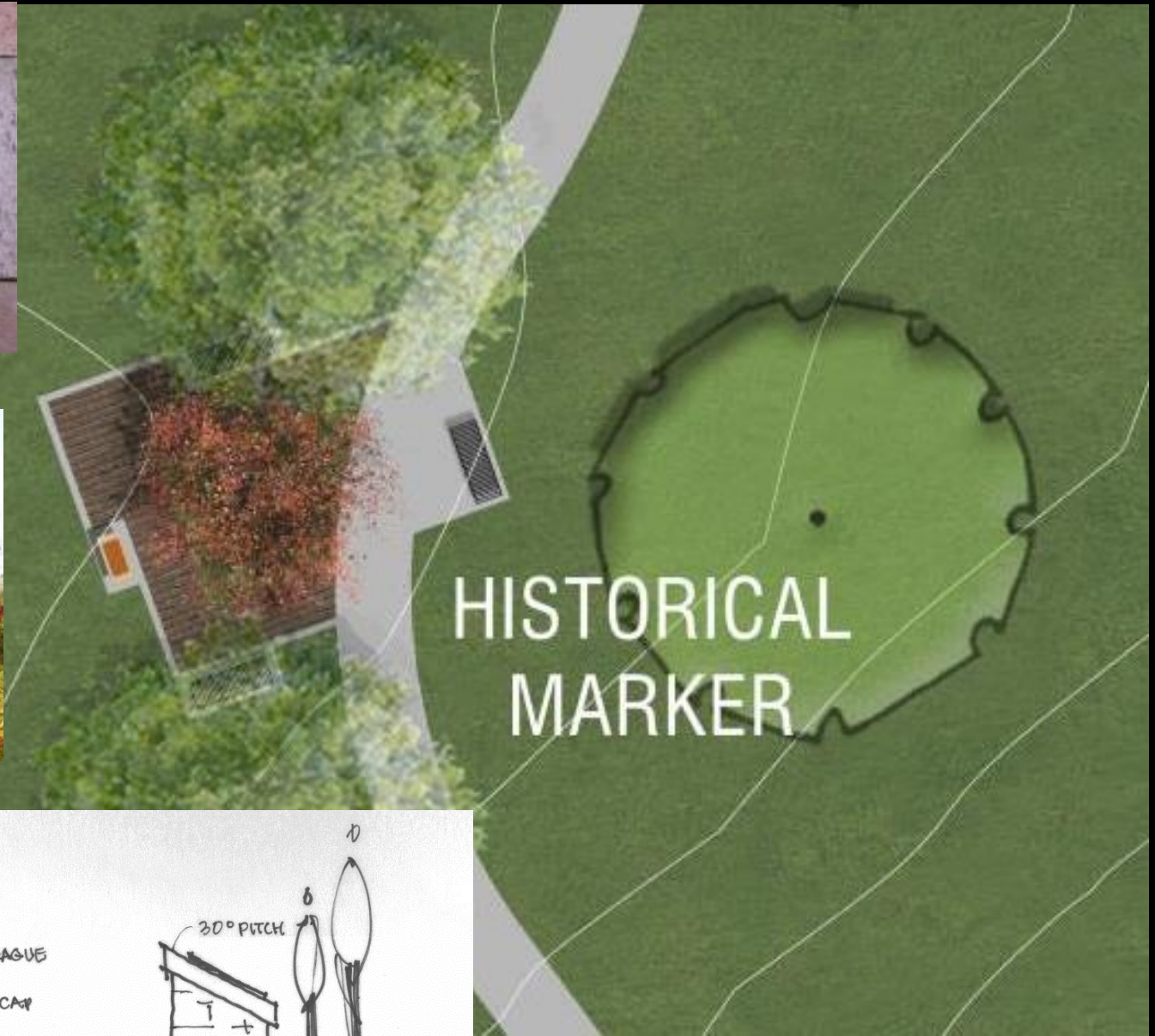
Option A



Option B



North Park Restroom



Historical Marker



67TH STREET

PARKING
(40 SPACES)

5-12 PLAY AREA

HISTORICAL
MARKER

2-5 PLAY AREA

SHELTER

SHELTER

RESTROOMS

BOCCE

DISPLAY GARDEN

OPEN GREEN SPACE

30E AVENUE

8' WALKING TRAIL
(0.25 MI LOOP)

MAYOR'S ANNOUNCEMENTS

Monday, December 17, 2018

Committee meetings scheduled for the next two weeks:

Planning Commission Meeting	01/08/2019	7:00 p.m.
Arts Council Meeting	01/09/2019	5:30 p.m.
Park & Recreation Meeting	01/09/2019	6:30 p.m.
City Council	01/14/2019	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.

City offices will be closed December 25th and January 1st in observance of the Christmas and New Year's Day Holidays. Republic will also observe these holidays delaying trash services one day.

Mark your calendar for the 2019 City Government Day in Topeka on Wednesday, January 23, 2019.

INFORMATIONAL ITEMS
December 17, 2018

1. Planning Commission Agenda - January 8, 2019
2. Planning Commission Minutes - November 6, 2018
3. Board of Zoning Appeals Minutes - July 10, 2018
4. December Plan of Action
5. Mark Your Calendar

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, JANUARY 8, 2019
7700 MISSION ROAD
COUNCIL CHAMBERS
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - December 4, 2018
- III. PUBLIC HEARINGS
None
- IV. NON-PUBLIC HEARINGS
 - PC2019-101 Lot Split Approval
4001 & 4005 West 85th Street
Zoning: R-1a
Applicant: Kevin Green
 - PC2019-102 Site Plan Approval - Somerset Plaza
4601 West 90th Street
7700 Mission Road
Zoning: C-2
Applicant: Dev Anand with Dev Inc.
 - PC2018-120 Site Plan Approval - Antenna Replacement
3921 West 63rd Street
Zoning: R-1a
Applicant: Darryl Cain with Centerline Solutions for T-Mobile
- V. OTHER BUSINESS
Election of Officers
- 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.**

PLANNING COMMISSION MINUTES
November 6, 2018

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 6, 2018 in the Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, Patrick Lenahan, Gregory Wolf and James Breneman.

The following persons were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; Jamie Robichaud, Deputy City Administrator; Ron Nelson, Council Liaison; Mitch Dringman, City Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Patrick Lenahan moved for the approval of the minutes of the October 2, 2018 regular Planning Commission meeting as presented. James Breneman seconded the motion, which passed unanimously.

PUBLIC HEARINGS

No public hearings were scheduled.

NON-PUBLIC HEARINGS

**PC2018-121 Site Plan Approval - Antenna Replacement
9011 Roe Avenue**

Megan Flower with Crown Castle stated Sprint is requesting approval of a revised site plan for an existing monopole wireless telecommunications installation on the Consolidated Fire District No. 2 property at 9011 Roe Avenue to:

- Replace 3 existing antenna on the mounting arm at the 100' elevation with 3 new antenna of approximately the same size (approximately 39" x 20.5" x 8")
- Retain the 36" diameter concealment shroud
- Replace 1 cable from the tower mounts to the base (internal to the tower structure)

She noted there would be no changes to the ground site or equipment.

Mr. Brewster provide historical background on this site's wireless telecommunications installation. The proposed antenna is a monopole built for multiple providers, and it meets all requirements of the current special use permit. The application is consistent with the existing antenna on the tower, and will not visibly increase the intensity of the installation when viewed from the streetscape or adjacent properties.

The applicant has submitted a structural report dated August 13, 2018 by AW Solutions analyzing the existing facilities and effect of the proposal, and found that the existing structures have sufficient capacity and comply with applicable structural standards for the proposed loading condition.

Mr. Brewster noted the application must comply with all conditions of the existing special use permit. Staff provided a review of the site plan criteria based on the submitted application and found all criteria were met.

James Breneman moved the Planning Commission approve the proposed site plan (PC2018-121) for 9011 Roe Avenue antenna replacement subject to the following conditions:

1. That the additional antenna be installed as shown on the proposed site plan.
2. That all conditions of the most recent renewal of the special use permit continue to be met.

The motion was seconded by Gregory Wolf and passed unanimously.

PC2018-122 Site Plan Approval - Patio Addition 4200 Somerset

Mike McAdam with MK2L Design requested site plan approval to build a patio on the west side of an existing office building, associated with some interior renovations of the building. The patio is approximately 48 feet by 28 feet and includes three cedar pergolas approximately 11 feet above the patio surface on three different sections of the patio. The pergola covers approximately 40% of the overall patio surface

Chris Brewster stated this is an allowed accessory use. However, due to the significant change in elevation and proximity to the residential properties to the west and north, the Building Official determined that a site plan review by the Planning Commission was appropriate. The applicant's site plan shows that all structures will be at least 15 feet from the property line and located within the building footprint. The addition to the existing building meets all setback requirements and is less than 10% of the existing building.

The applicant held a neighborhood meeting on October 10, 2018 at the project location, in accordance with the Prairie Village Citizen Participation Policy and a summary of that meeting submitted.

Jonathan Birkel noted the existing outdoor lights were being removed and asked if new lights would be added and how drainage was being handled on the site. Mr. McAdam responded no new lighting would be added. There is an existing outlet at the northeast corner of the patio. Public Works has approved their submitted stormwater plan.

Staff provided an analysis of the site plan criteria based on the submitted application and found all criteria were met.

Gregory Wolf moved the Planning Commission approve the proposed site plan (PC2018-122) for 4200 Somerset Drive subject to the following conditions:

1. A drainage permit be approved by Public Works, in association with final plans for construction.
2. The use is accessory to existing and allowed office uses. No structured or organized regular commercial activities shall occur outside, except as otherwise

allowed by the zoning ordinance through special permits, or conditional or temporary uses.

The motion was seconded by Jonathan Birkel.

Nancy Wallerstein noted in the applicant's comments at the neighborhood meeting it was stated the patio was for the exclusive use of Keller Williams employees and asked if the area would be fenced to prevent others from using the patio. David Conderman, owner of Keller Williams, responded patio is located 40 feet from the street and would not have a paved connection to the sidewalk and felt any use by the general public would be minimal. Mr. Conderman noted the patio was designed similarly to the outdoor patio at Hattie's in Corinth Square.

Jonathan Birkel asked who would be responsible for the maintenance of the patio. Mr. Conderman replied it would be the responsibility of the building owner.

The motion was voted on and passed unanimously.

**PC2018-123 Lot Split
3901 & 3905 West 85th Street**

Jamie Robichaud stated the applicant had notified staff that they would not be able to be in attendance, but asked that the application be considered by the Commission. The applicant is requesting to split an existing lot into two lots to allow the individual ownership of each side of a single duplex building. This property is part of an overall development project for Adult Senior Dwellings that includes a Special Use Permit and Final Development Plan.

The Planning Commission approved a preliminary, final plat and final development plan for Mission Chateau at the March 1, 2016 meeting. (PC 2015-110). At that time, it was understood that the large lot to the south would be re-platted at a future date to facilitate the construction and sale of the villas, according to the final development plan. A final plat (Mission Chateau 2nd Plat) for Lots 3 through 13 for each of the twin villa lots was approved by the Planning Commission in July 2016 and accepted by the City Council. (PC-2016-119) Each of these lots included a two-unit building.

As part of the Special Use Permit and Final Development Plan it was understood that the twin villas would be individually owned, and a subsequent administrative step would be necessary to facilitate recording of documents to allow sale and individual ownership of each unit in each of the twin villa buildings.

The applicant is seeking approval of a split of Lot 8 into Tract I (3905 W. 85th Street) and Tract II (3901 W. 85th Street), with the division of the tracts occurring along the party wall of the attached unit.

Mr. Brewster stated the twin villa constructed on Lot 8 meets all requirements of the Special Use Permit and Final Development Plan (approved in July 2015), and the Final

Plat (approved March 2016). The proposed lot split will entail no physical changes to the site or buildings, and is merely a mechanism to facilitate individual ownership of the units as anticipated.

Nancy Wallerstein confirmed similar action would need to be taken on each lot as the villas are constructed. Mr. Birkel confirmed the villas are designed and built as a single family home. Mitch Dringman stated each unit has separate utility service. Mr. Birkel asked if maintenance was provided for the properties. Mr. Brewster responded he did not know, but noted the homes would be subject to covenant restrictions.

Gregory Wolf moved the Planning Commission approve the requested lot split of Lot 8 Mission Chateau 2nd plat creating 3901 and 3905 West 85th Street (PC2018-123) subject to the following conditions:

1. That the applicant record the approved lot split with the register of deeds and provide a copy of the recorded document prior to issuance of a occupancy permit.
2. That each of the resulting lots and the building continue to be subject to all conditions of approval of the Special Use Permit, Preliminary and Final Development Plans, and Final Plat, as well as the covenants recorded with the previous final plat.

James Breneman seconded the motion, which passed unanimously.

Commission members noted that when an applicant is not in attendance, they would prefer that the application be deferred to when the applicant can be present.

OTHER BUSINESS

There was no Other Business to come before the Commission.

NEXT MEETING

The Commission Secretary reported that a Board of Zoning Appeals application has been filed for a side yard setback. No Planning Commission applications have been filed. Mrs. Robichaud anticipates that Homestead will be before the Commission for changes to its previously approved site plan.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 7:22p.m.

Nancy Wallerstein
Chair

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, JULY 10, 2018**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, July 10, 2018 in the Multi-Purpose Room of the Municipal Building at 7700 Mission Road. Board Secretary Joyce Hagen Mundy called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Melissa Brown (arrived late), Jeffrey Valentino, Patrick Lenahan and Nancy Wallerstein. Also present in their advisory capacity to the Board of Zoning Appeals were: Chris Brewster, Planning Consultant; Jamie Robichaud, Assistant City Administrator; Mitch Dringman, Building Official and Joyce Hagen Mundy, Board Secretary. Ron Nelson, City Council Liaison, was also present.

With the Chairman and Vice-Chairman not in attendance, the Secretary asked for nominations for an acting chairman. Jeffrey Valentino nominated Nancy Wallerstein to serve as Acting Chairman. The motion was seconded by Jonathan Birkel and passed 3 to 0 with Mrs. Wallerstein abstaining.

APPROVAL OF MINUTES

Jeffrey Valentino moved for the approval of the minutes of the June 6, 2018 meeting as submitted. The motion was seconded by Jonathan Birkel and passed 4 to 0.

**BZA2018-02 Variance from Section 19.08.030(a) "Side Yard" to reduce the
west side yard setback from 7 feet to 5 feet
4815 West 63rd Terrace**

This application was continued from June 6th as the applicant was not able to be in attendance. Alexis Kuklenski, 4815 West 63rd Terrace, distributed additional information requested by the Board. She noted the existing home was constructed in the 1950's with an interior stairway to the basement located in the garage making the left side of the garage unusable. They are seeking to expand the garage to accommodate two vehicles and requesting a two foot variance, reducing the side yard setback from seven feet to five feet. Mrs. Kuklenski noted that this would create an interior space of 18.5' which is consistent with others in the neighborhood.

Chris Brewster stated the front west corner of the expanded garage would be 5 feet from the side lot line. This would allow the proposed garage to be approximately 15.9 feet from the existing home to the west at the closest point (the forward corner west due to the skew of both lots.)

The proposed garage addition is a single-story addition with a hipped roof, indicating that the side elevation with the variance will be single-story to an eave line along the west side and located approximately 20 feet from the existing home to the west. The

majority of the front elevation on the street would remain unchanged with the exception of an additional garage door (the new garage proposes two bays separated by a pillar and including decorative columns), a new gable porch roof and brackets, and a 2-car driveway tapered to the existing curb cut. Mr. Brewster noted this property is subject to private covenants which require 1.5 story structures.

Mr. Brewster stated all of the proposed addition complies with the R-1A zoning standards except for the proposed location 5 feet from the west property line. The applicant has submitted dimensions showing that a stairway and chimney on the west wall of the living space is located within the garage area, resulting in the existing garage having 13.5 feet of width. Expansion of the home to the required 7-foot setback line would add 3.5 feet of width, and a usable space of 17-feet. The requested variance would allow a usable space of approximately 19' wide, more typical of a smaller 2-car garage.

Chris Brewster noted all five criteria need to be found by the Board. He noted in regards to the "unnecessary hardship" that a minimal variance is needed for the proposed addition to the existing structure. In order to have a two car garage without the variance would require the existing structure be removed and a new structure built. The proposed addition is a lower scale project that would be compatible with the neighborhood. Patrick Lenahan agreed noting the off-center position of the existing home. He noted that if granted there would still be approximately a 20' separation between the homes.

Melissa Brown arrived.

Acting Chair Nancy Wallerstein noted that no one was present to address the Board.

Mrs. Wallerstein confirmed that the applicant had received approval from the Countryside East Homes Association for the addition. She noted that the neighbor to the west would be restricted to only a six foot addition to their home. Mrs. Kuklenski replied that she had spoken with this property owner and she was totally supportive of the proposed garage addition. Mr. Lenahan stated the impact on the neighboring property owner would be minimal.

Mrs. Kuklenski noted the stairwell was necessary for access to the basement.

The Board discussed the criteria noting the granting of the variance would not significantly impact the adjacent property owners, if denied would create an unnecessary hardship on the applicant and maintained the intent and spirit of the ordinance.

Patrick Lenahan moved that the Board find favorably on the required criteria and grant the requested variance to the side setback from seven feet to five feet for the property at 4815 West 63rd Terrace subject to the following conditions:

1. That the variance be granted only to the extent shown on the submitted concept plans, and specifically only to allow a side setback of 5 feet for the proposed

garage addition, including a single-story elevation within the setback encroachment and the potential for 1.5 story elements that meet all zoning setbacks.

2. The applicant shall receive approval of any necessary drainage permits from public works prior to issuance of any building permits.
3. The variance be recorded with the County Register of Deeds within 1 year of approval.

The motion was seconded by Jonathan Birkel and passed unanimously.

OLD BUSINESS

There was no Old Business to come before the Board.

NEXT MEETING

No applications have been received for consideration by the Board in August.

ADJOURNMENT

Acting Chair Nancy Wallerstein adjourned the meeting of the Board of Zoning Appeals at 6:50 p.m.

Nancy Wallerstein
Acting Chairman



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: December 1, 2018

TO: Mayor Wassmer
City Council

FROM: Wes Jordan 

SUBJECT: DECEMBER PLAN OF ACTION

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

- 2019 Insurance Renewals - midpoint evaluation - Lisa/Wes (12/18)
- UCS Council Presentation - Lisa (12/18)
- PD Co-Responder Contract - Chief (12/18)
- Shaffer Park Renaming - Staff (12/18)
- State of the Cities - Staff/Mayor (12/18)
- New Employee Training - Alley/Meghan/Joyce (12/18)
- NDO Postcard Mailer - Alley (12/18)
- Village Voice Articles - Meghan/Staff (12/18)
- Mayor's Volunteer Event - Meghan (12/18)
- Employee Holiday Luncheon - Meghan (12/18)
- Arts Council Beverage License - Jamie (12/18)
- ADA Appeal Hearing - Wes/Keith (12/18)
- 4th Quarter Council Priority List - Wes (12/18)
- Annual meeting with State/Federal Legislators - Alley/Wes (12/18)

In Progress

- Annual Applications for Committees - Staff (11/18)
- Legislative Platform - Alley (11/18)
- Exterior Grant Update - Alley/Jamie (11/18)
- Year-End Budget Expenditure Review - Lisa/Dept. Heads (11/18)
- 2019 JOCO Park Programming - Alley (11/18)
- Merriam Pool Closure/Super Pass Amendment - Alley (10/18)
- CID Annual Update - Jamie (10/18)
- RFQ/City Attorney Services - Alley/Wes (10/18)
- ATA Transit Stop/Meadowbrook - Keith/Wes (10/18)
- Zoning Regulations and Website Updates for New Design Standards - Jamie (10/18)

In Progress cont'd

- Automated Banking - Lisa (09/18)
- Campus Lighting - Keith/Wes (09/18)
- ADA Compliant Park Equipment - Keith/Melissa/Wes (09/18)
- Nondiscrimination Ordinance - Mr. Poling/Staff (09/18)
- Human Resource Center Support - Amy/Wes (08/18)
- New Statue Location/Foundation/Easement - Alley/Keith (07/18)
- Personnel Policy Update - Amy (07/18)
- Water Tower Update Agreement - Keith (07/18)
- Long Distance Renewal - Staff (05/18)
- City Attorney Appointment - Mayor/Wes (05/18)
- Park Reservations - For Profit Organizations - Alley/Park & Rec (04/18)
- Service Line Warranty Program Renewal - Jamie (03/18)
- Comprehensive Traffic Study - Keith/Melissa (03/18)
- Village Voice Format Update - Meghan (02/18)
- Meadowbrook Project Schedule - Katie/Jeff White/Lisa (01/18)
- Organization of City Records/Contracts - Joyce/Staff (01/18)
- Village Vision/Comp Plan Update - Chris/Jamie/Wes (11/17)
- Council Policy Website Update - Meghan/Joyce (11/17)
- Drone Ordinance - David Waters (10/17)
- Zoning Ordinance Update on SUP's/CUP's - Chris (10/16)

Completed

- 2018 Employee Evaluations - Dept. Supervisors (11/18)
- JOCO Park Update/Meadowbrook - Wes (09/18)
- Paddock Court Delinquent Special Assessments Presentation - Jamie (10/18)
- Annual Contracts - Joyce (11/18)
- Environment/Recycle Committee Name Change - Alley (11/18)
- Harmon Park Projects Presentation - Keith/Wes (11/18)
- Prairie Park Name Change - Alley (11/18)
- Ukrainian Journalist Visit - Alley/Staff (11/18)
- First Washington Annual Update - Jamie (11/18)
- 2019 Salary Ranges - Amy/Wes (10/18)
- Hiring Processes - Alley/Wes (10/18)
 - City Clerk
 - Public Information Officer/Deputy City Clerk
- Mayor's Holiday Tree Lighting - Meghan (10/18)
- 67th Street Traffic Calming - Keith (08/18)

Tabled - Site Plan Audit/Reinspection - (05/15)

Removed - Nondiscrimination Resolution - Staff (09/18)

**Council Members
Mark Your Calendars
December 17, 2018**

December, 2018 **Mixed Media Exhibit in the R.G. Endres Gallery featuring Robert**
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 14 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 (Tues) City Council Meeting
January 23 Local Government Day in Topeka