

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, January 14, 2019
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

Swearing in of new Mayor Eric Mikkelson

VII. PUBLIC PARTICIPATION

VIII. CONSENT AGENDA

By Staff

1. Approve the regular City Council meeting minutes - December 17, 2019
2. Approve claims ordinance 2973
3. Approve the 50 Plus facility use agreement with JCPRD
4. Approve 2019 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding
5. Approve 2019 SuperPass Agreement with the City of Merriam
6. Approve the 2019 contract with Challenger Sports
7. Approve an agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program
8. Approve agreement with Berberich, Trahan & Co., P.A. to audit the city's 2018 financial statements

IX. COMMITTEE REPORTS

X. MAYOR'S REPORT

XI. STAFF REPORTS

XII. OLD BUSINESS

XIII. NEW BUSINESS

COU2019-01 Consider approval of the 2019 Legislative Platform

***Council Action Requested the same night**

Alley Porter

COU2019-02 Consider approval of funding for project NAAV0006: pedestrian signal maintenance at Nall and 86th Street for \$100,000
Keith Bredehoeft

COU2018-03 Consider approval of the interlocal agreement with Johnson County for Project ROAV0005: Roe Avenue, 63rd Street to 67th Street
Keith Bredehoeft

COU2019-04 Consider approval of the addition of solar power for North Park, and to transfer \$20,000 to the project from parks unallocated
Keith Bredehoeft

Election of the 2019 Council President

XIV. COUNCIL COMMITTEE OF THE WHOLE

Update on annual bulky item pickup route change
Jamie Robichaud

COU2019-05 Consider approval of the 2019 recreation fees
Alley Porter

COU2019-06 Consider approval of approval of the athletic field rental/reservation policy
Alley Porter

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

***Council Action Requested the same night**



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
December 17, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 17, 2018, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Laura Wassmer presided.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Jori Nelson moved the approval of the agenda for December 17, 2018 as presented. Serena Schermoly seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS & SCOUTS

Several students from Kansas City Christian School were in attendance for their government class.

PRESENTATIONS

Presentation of Council Checks

Mayor Laura Wassmer presented City Council members with their \$1 ceremonial voided check and thanked them for their service to the City. Council President Dan Runion presented Mayor Wassmer with her ceremonial check and thanked her for her service to the community.

Recognition of Service

Mayor Wassmer read a proclamation acknowledging City Clerk Joyce Hagen Mundy for her 31 years of service to Prairie Village and wished her well on her upcoming retirement. Mundy was presented with a city street sign and a plaque commemorating her service from 1985 - 1990 and 1992 to 2019. She expressed her appreciation for the



countless individuals she had the pleasure of working with and for being able to be part of the City of Prairie Village.

PUBLIC PARTICIPATION

Trey Jadlow, owner of Trey Dental Arts at 3700 West 83rd Street, expressed concern that the proposed nondiscrimination ordinance would infringe on the first amendment rights of Christians. City attorney David Waters responded to this comment when the item was discussed by the Council in the Old Business portion of the meeting.

With no one else to address the Council, public participation was closed at 6:15 p.m.

CONSENT AGENDA

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

Sheila Myers moved for the approval of the Consent Agenda of December 17, 2018:

- 1. Approval of the Regular City Council meeting minutes for December 3, 2018.**
- 2. Approval of the Prairie Village Arts Council monthly artist receptions in 2019 as special events promoting the arts to allow the serving of free wine.**
- 3. Approval of the renewal of the contract with Robin Lewis to provide Public Defender Services for the Prairie Village Municipal Court in from January 1, 2019 to December 31, 2020.**
- 4. Approval of the renewal of the contract with Lenin Guerra to provide Spanish-speaking Public Defender Services for the Prairie Village Municipal Court in from January 1, 2019 to December 31, 2020.**
- 5. Approval of the purchase of a 2018 Honda Accord by the police department from O'Neil Honda at a cost of \$22,999.**

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

COMMITTEE REPORTS

There were no Committee Reports.

MAYOR'S REPORT

Mayor Wassmer reported she attended the Volunteer Appreciation Event, the Council of Mayors Holiday dinner, Shop with a Cop, various legislative lunches, the environment forum and the employee holiday luncheon. She also attended the funeral of former City Council member Marilyn Uppman, who was the second woman elected to the Council. Marilyn continued to serve on the Foundation for several years after leaving the Council.

Mayor Wassmer noted this was her final official meeting and expressed her appreciation to the Council. Wassmer stated that it had been a fantastic experience representing the



City of Prairie Village for the past four years as Mayor. She thanked the council for their support as well as the support of her family, acknowledging the presence of her daughter Carolyn.

Chief Tim Schwartzkopf presented Mayor Wassmer with a gift from the Police Department in recognition of her ongoing support of the department while on the Council and as Mayor.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf reported the 2018 “Shop with a Cop” was again successful with the department providing gifts for 10 area students.
- “Tip a Cop” held Friday, December 7th raised \$1400 for Special Olympics. Mayor Wassmer noted the foundation helps fund “Shop with a Cop” as well as an additional “as needed fund” that provides officers with funds if they come across an individual needing assistance. She shared a recent use of these funds by an officer and thanked the department for their community policing and going above and beyond to serve.

Public Works

- Keith Bredehoeft stated crews have been busy with leaf removal on city properties and islands.
- Work is continuing on Roe Avenue with a few areas still needing concrete work completed.

Administration

- Wes Jordan stated the December plan of action was included in the packet.
- Mr. Jordan noted he reviewed 100 employee performance evaluations and expressed appreciation for the city’s dedicated employees in all departments.

OLD BUSINESS

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

Interim City Attorney David Waters reviewed the changes made to the non-discrimination ordinance at the direction of the City Council. He confirmed that the city does have the authority to raise the fine from \$500 to \$1000, and noted that the ordinance does not specifically impact speech, but rather focuses on hiring and firing practices.

Mr. Odell stated he felt the fee increase to \$1000 was excessive. Council members thanked the public for their input and support of this ordinance. Mr. Herring noted the ordinance was supported by seven religious communities.

Tucker Poling moved the City Council adopt Ordinance 2396 amending Chapter 5 adding Article 8 entitled “Prohibited discrimination in employment, housing or public accommodations. The motion was seconded by Chad Herring.



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.

NEW BUSINESS

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

Jori Nelson moved the City Council go into the Council Committee of the Whole portion of the meeting. The motion was seconded by Chad Herring and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

Council President Dan Runion presided over the Council Committee of the Whole.

Discussion on the public hearing feedback and final design of North Park

Melissa Prenger stated North Park is in its final design phase and that 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: shelter column style, shelter furniture, restroom window configuration, an additional pedestrian connection to the garden and the 2-5 year-old playset.

Scott Bingham, the City’s park consultant with BBN, presented the final design plan and reviewed the chosen amenities recommended by the public and the Steering Committee. Specific attention has been paid to the garden, as a passive amenity geared for adults, which is new to city parks. This 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. Bingham stated that the garden has the potential to be a seasonal canvas for the Master Gardeners and is an exciting partnership.

Both age group play 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.

Council members raised concerns on accessibility, particularly as it related to the slope of the trail, as well as use of sustainability energy resources. There was significant discussion on the possible implementation of solar panels and related costs, and if the panels were not implemented immediately, that the structures be designed to be able to be retrofitted with solar installations at a later date. Mrs. Prenger noted the project is at budgeted funds as designed; however, the solar installation could be added as a bid



alternate for consideration. Staff responded that they could explore further the accessibility concerns and sustainability options and costs.

Ron Nelson moved the City Council direct staff to proceed with final design as presented with the selected options including the additional costs to make the buildings capable of being retrofitted with solar installation and those options be brought back to the council for consideration. The motion was seconded by Jori Nelson and passed unanimously.

Serena Schermoly moved to adjourn the Council Committee of the Whole portion of the meeting and return to the City Council meeting. The motion was seconded by Sheila Myers and passed unanimously.

ANNOUNCEMENTS

Mayor Wassmer noted the announcements were included in the Council packet and reminded Council the next City Council meeting is Monday, January 14th.

Ted Odell thanked the Mayor for her leadership over the past four years and her dedication to the City over her 20 years of service. He is grateful for her guidance and friendship.

ADJOURNMENT

With no further business to come before the City Council, Mayor Wassmer declared the meeting adjourned at 7:30 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 24, 2018

Copy of Ordinance
2973

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
18236-18307	11/2/2018	1,427,440.68	
18308-18310	11/9/2018	4,629.06	
18311-18385	11/16/2018	320,601.93	
18386	11/19/2018	7,140.00	
18387-18452	11/30/2018	882,753.76	
Payroll Expenditures			
11/9/2018		298,514.97	
11/23/2018		310,225.25	
Electronic Payments			
Electronic Pmnts	11/1/2018	7,468.32	
	11/2/2018	182.92	
	11/5/2018	10,775.76	
	11/8/2018	284.82	
	11/9/2018	5,168.03	
	11/14/2018	4,334.35	
	11/19/2018	3,214.48	
	11/27/2018	187.99	
	11/28/2018	5,108.81	
	11/30/2018	442.90	
TOTAL EXPENDITURES:			3,288,474.03
Voided Checks	Check #	(Amount)	
Custom Cut Metals Inc	18248	(90.00)	
TOTAL VOIDED CHECKS:			(90.00)
GRAND TOTAL CLAIMS ORDINANCE			3,288,384.03

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

Passed this 24th day of December 2018.

Signed or Approved this 24th day of December 2018.

(SEAL)

ATTEST:


City Treasurer

ATTEST:

 12.20.2018
Finance Director



CITY CLERK DEPARTMENT

**Council Meeting Date: January 14, 2019
CONSENT AGENDA**

Consider Approval of 50 Plus Facility Use Agreement

RECOMMENDATION

Recommend the Governing Body approve the Interlocal Agreement between the City of Prairie Village and Johnson County Park & Recreation District for the use of City facilities for 50+ programming in 2019.

BACKGROUND

For the past several years Johnson County Park & Recreation District and the City of Prairie Village have entered into an interlocal agreement making it possible for the District to provide 50+ programming in city facilities. The terms of the agreement, which renews annually, have not changed and have been reviewed by the City Attorney.

ATTACHMENTS

1. Interlocal Agreement

PREPARED BY

Adam Geffert
City Clerk

Date: December 27, 2018



JOHNSON COUNTY
Park & Recreation
District

**BOARD OF PARK &
RECREATION
COMMISSIONERS
2018**

Nancy Wallerstein, *Chair*
Michael Pirner, *Vice Chair*
Steven Baru, *Secretary*
Leslee Rivarola, *Treasurer*
George Schlagel, *Asst Secretary*
Paul Snider, *Asst Treasurer*
Jeff Meyers, *Board Member*
Steven C. Klika, *Board Member*

EXECUTIVE DIRECTOR
Jill Geller

OUR MISSION
Enhance the quality of life in
Johnson County by providing
high-quality parks, services and
recreation programs.

ANTIOCH PARK
6501 Antioch Road
Merriam, KS 66202
(913) 831-3355



**BOARD OF COUNTY
COMMISSIONERS**
Ed Eilert, Chairman
Ronald L. Shaffer, First District
James P. Allen, Second District
Steven C. Klika, Third District
Jason Osterhaus, Fourth District
Michael Ashcraft, Fifth District
Mike Brown, Sixth District

December 20, 2018

Ms. Joyce Hagen Mundy, City Clerk
City of Prairie Village, Kansas
7700 Mission Road
Mission, Kansas 66208

Dear Joyce,

Enclosed you will find two copies of the facility use agreement between the City of Prairie Village and Johnson County Park and Recreation District. The District's Board approved the agreement at their December Board meeting. Please execute the agreements and return one (1) copy to my attention to the address on this letterhead. Please feel free to contact me at 913-826-3021 if you have questions.

Sincerely,

Jane Lickteig
Recreation Sr. Administrative Assistant

/jl

Enclosures

2019 CITY OF PRAIRIE VILLAGE 50 PLUS FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2018 by and between the City of Prairie Village, Kansas, hereinafter referred to as the "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "JCPRD", each party having been organized and now existing under the laws of the State of Kansas.

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

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

WHEREAS, the City has facilities available for such programs; and

WHEREAS, a coordinated approach to the provision of recreational and cultural services to the population is most effective and efficient; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ___ day of _____, 201__; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the 19th day of December, 2018.

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

1. The JCPRD shall have access to and the use of city facilities for the term, times and use as hereinafter mutually agreed upon.
2. Duration of Agreement and Termination - This agreement shall be in effect from **January 1, 2019** through the period ending **January 1, 2020**, provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created - There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement - The purpose of this agreement is to facilitate cooperation in the establishment and operation of recreational and cultural programs and to define responsibilities for the operation, finances, publicity, facility maintenance, and other matters pertaining to the programs.
5. Financing - Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the 50 Plus programming.

6. Acquisition Holding, and Disposal of Property - The city facilities shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the City. Any equipment used in the city facilities will either be owned by the City or JCPRD as listed in Appendix A. No equipment is to be jointly owned. In the event that this agreement is terminated, all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided in this agreement. The JCPRD will be responsible for the set-up of the facility.
7. Administration of Agreement - The 50 Plus program at the Prairie Village City facilities shall be administered by JCPRD.

8. Responsibilities

JCPRD

- a. Shall provide all support supplies needed to maintain the programs to include office supplies, printing, etc., the cost to be the responsibility of JCPRD.
- b. Shall provide all necessary personnel to establish and maintain quality programs.
- c. Shall permit only persons qualified to conduct programs, to instruct, lead or supervise the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- d. Shall provide an annual report to the City Administrator which will include the number of programs, the number of people served, residency of persons served, an inventory of equipment, the class fee structure.
- e. Shall be responsible for moving tables and chairs to accommodate the programs conducted by JCPRD. JCPRD shall also be responsible for replacing the tables and chairs in the positions required, if such placement does not occur a \$25 maintenance fee will be charged.

The City:

- a. Shall provide access to the Community Center and Municipal Building facilities during days and times agreed upon by the City and JCPRD for programs. The City may choose to provide access at other dates and times provided that such approval is in writing and agreeable to both parties.
 - b. Shall furnish tables and chairs.
 - c. May provide access to kitchen facilities as required for special events, said access to be during non-lunch hours.
9. Indemnification - In case any action in court is brought against the City or City's representative, or any officer or agent, for the failure, omission, or neglect of JCPRD or its officers, agents or employees to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused, in whole or in part, by the alleged negligence or other actionable fault of JCPRD, its officers, agents and employees, the JCPRD shall defend, indemnify and save harmless the City and

City's representative and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees, or portions thereof, arising out of such action and which arise from and are proximately caused by the negligent or other actionable fault of JCPRD, its officers, agents or employees, provided, however, nothing in this Agreement shall constitute a waiver by JCPRD of any defense JCPRD may have against a third party under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto.

- 10. Disclaimer of Liability - The City shall not be liable or obligated to JCPRD or any participants in the program for any injuries or damages sustained while participating in any of the programs or for any damage incurred to JCPRD or participants in its programs upon the premises by fire, theft, casualty, acts of God, civil disaster, and other occurrences and events beyond the control of the City.
- 11. Insurance - JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured.

The Certificate shall list the following insurances:

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

Workers Compensation and Employers Liability as determined by Kansas Statutes.

- 12. Miscellaneous Provisions By the terms of this agreement, the 50 Plus program is a program of JCPRD; provided, however, since the City is providing the facilities for the programs, every effort shall be made by both agencies to inform the participants and the public that the programs are made possible through the joint efforts of JCPRD and the City.
- 13. Verbal Statements Not Binding - It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the City and JCPRD, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written agreement.
- 14. Inspection of Premises by City - The City shall have the right to inspect the premises and facilities occupied by JCPRD at all reasonable times.
- 15. Provisions Separable - It is the intent of the parties hereto in the preparation and execution of the agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

- 16. Nonassignability of Agreement - This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.
- 17. Placing Agreement in Force - The City shall cause two copies of this agreement to be executed and each party hereto shall receive a duly executed copy of this agreement for its official records.

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

DATE: _____

CITY OF PRAIRIE VILLAGE, KANSAS

See Addendum

Laura Wassmer, Mayor

ATTEST:

See Addendum

Joyce Hagen Mundy, City Clerk

See Addendum

Catherine P. Logan, City Attorney

DATE: 12/19/18

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

Nancy Wallerstein
Nancy Wallerstein, Chair

ATTEST:

[Signature]
Steve Baru, Secretary

APPROVED AS TO FORM:

[Signature]
Fred J. Logan, Jr., JCPRD Legal Counsel

APPENDIX

This appendix lists the equipment referenced on page 2 paragraph 6 of the Facility Use Agreement between the City of Prairie Village and Johnson County, Kansas for the use of the Prairie Village Community Center:

The following equipment is solely the property of the City of Prairie Village

Description

Twelve – 24" x 72" Tables

Six – 24" x 48" Tables

Chairs – 45

Addendum

Updated signature document for 2019 City of Prairie Village 50 Plus Facility Use Agreement - REC1812-951

City of Prairie Village, Kansas

Eric Mikkelson, Mayor

Date

Attest

Adam Geffert, City Clerk

Date

David E. Waters, City Attorney

Date



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 9, 2019

City Council Meeting Date: January 14, 2019

Consider approval of the 2019 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, the City of Roeland Park, Kansas, and Johnson County Parks and Recreation District (if applicable) for use of swimming pool facilities.

BACKGROUND

The SuperPass program allows residents of partner cities to pay a fee in addition to their regular pool membership to gain access to the other cities' pools during the summer season. The program is in its ninth year and is considered a success by all participating municipalities.

In 2018, usage for all participating pools included over 26,000 SuperPass visits. Prairie Village SuperPass participants made 9,407 visits to other pools. The Prairie Village Pool hosted 5,631 visits from members of other pools.

In addition to the SuperPass agreement, the partnering cities also annually approve a Letter of Understanding to allow all residents with a regular pool membership to attend each other's pools on dates the host pools are closed for swim/dive meets. This occurs approximately 4 days per summer and provides resident pool members an alternative option when we close the pool. There is no fee charged or incurred for this service enhancement.

FINANCIAL IMPACT

In 2018, the program generated \$15,989 for Prairie Village.

ATTACHMENTS

2019 SuperPass Interlocal Agreement
2019 Swim Meet Letter of Understanding

PREPARED BY

Alley Porter
Assistant City Administrator
Date: January 10, 2019

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County Park and Recreation District (“JCPRD”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2019 swim season with the purchase of a special pass.

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

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

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the Cities and JCPRD, as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2019 swim season, which commences approximately May 25, 2019 and ends approximately September 2, 2019.

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2019 swim season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City's Pool Facilities. As to each City, the term "Qualified Patron" means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$60 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$65 per up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

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

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

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2019 swim season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how

many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Assistant to the City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2019 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

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

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

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

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

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

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

V. LIABILITY

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

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____
Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____
Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____
Ron Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____
Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____
Mike Kelly, Mayor

Attest:

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By _____
Michael Pirner, Board Chair

Attest:

Secretary Approved as to Form:

District Legal Counsel

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

Letter of Understanding

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

RECITALS

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

CONDITIONS

1. This Arrangement shall only apply to the 2019 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2020 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Ron Appletoft, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

Attest: _____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
Michael Pirner, Board Chair

Attest: _____



PARKS AND RECREATION

Parks & Recreation Meeting Date: November 14, 2018

City Council Meeting Date: January 14, 2019

Consider approval of the 2019 “SuperPass” Agreement with the City of Merriam

RECOMMENDATION

Recommend approval of the agreement with the City Merriam to allow qualified Merriam patrons access to the Prairie Village Pool for the 2019 season.

BACKGROUND

Because the pool complex at the City of Merriam will be closed in 2019 for reconstruction, Merriam has drafted an agreement for consideration amongst the “SuperPass cities” to allow their qualified patrons access to the participating pools. Merriam will sell memberships to residents and qualified non-residents with each receiving a SuperPass at no additional charge. The revenue will be distributed proportionally to each city based on the number of Merriam visitors it receives over the course of the season. Merriam will not retain any revenue from the passes sold.

FINANCIAL IMPACT

In 2018, Merriam patrons made 530 visits to Prairie Village, second only to Mission. While it is hard to estimate an exact dollar amount, the City should benefit financially from this arrangement.

ATTACHMENTS

2019 SuperPass Agreement with the City of Merriam

PREPARED BY

Alley Porter

Assistant City Administrator

Date: January 10, 2019

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, THE CITY OF ROELAND PARK, KANSAS, AND JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Merriam, Kansas (“Merriam”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County Park and Recreation District (“JCPRD”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and JCPRD as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow residents and existing non-resident pass-holders of Merriam the opportunity to use all of the Pool Facilities during the 2019 swim season during the construction of the new community center with indoor / outdoor aquatics in Merriam.

C. K.S.A. § 12-2908 authorizes the cities to enter into this agreement.

D. K.S.A. § 19-2862 authorizes JCPRD to enter into this agreement.

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

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of Merriam with the purchase of a pass during the 2019 swim season, which commences approximately May 26, 2019 and ends approximately September 2, 2019.

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2019 swim season, Merriam will not have an operating facility in preparation for the new community center. Merriam will sell memberships to residents and qualified non-residents with each receiving a “Super Pass” at no additional charge.

a. Pool membership fees for Merriam will be:

	Resident	Non-Resident
Household	\$105	\$180
Youth (17 & under)	\$55	\$85
Adult	\$70	\$105
Senior (60+)	\$55	\$85

b. Each patron will be provided with a Super Pass sticker. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. The cost of the stickers will be funded by membership fees collected by Merriam. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2019 swim season.

f. Merriam will keep track of the sales of membership by category. Each city will track the number of times each day a Merriam Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of the season to the Director of Parks and Recreation at

Merriam. Merriam will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

- g. Merriam will retain no revenue from the passes sold. The revenues will be held in suspense until the end of the season.
- h. The revenue will be summed and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds to Cities based on money collected and due each entity. For example, if at the end of the 2019 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, Mission would receive 1/5th of the revenue collected.
- i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside. Non-residents patrons of Merriam must have purchased a season pass in 2018 to be eligible for 2019 pass.

IV. POOL SAFETY STANDARDS

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

- a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.
- b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city, or (c) operated by JCPRD.
- c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.
- d. All lifeguards must receive lifeguard certification from an accredited association.
- e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 *et seq.*, and amendments thereto.

V. LIABILITY

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

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By_ Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By_ Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERRIAM, KANSAS

By_ Ken Sissom, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By_ Ron Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By_ Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By_ Mike Kelly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

JOHNSON COUNTY PARKS AND
RECREATION DISTRICT

By_ Michael Pirner, Board Chair

Attest:

Secretary Approved as to

Form:

District Legal Counsel

DRAFT

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205

DRAFT



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 9, 2019

City Council Meeting Date: January 14, 2019

Consider Approval of the 2019 Contracts with Challenger Sports

RECOMMENDATION

Recommend approval of the recreation contracts with Challenger Sports for British Soccer and TinyTykes.

BACKGROUND

The City annually enters into a contract with this outside agency to offer recreation programming. The agreement is similar to ones we have signed in previous years. Full details are outlined in the agreement.

FINANCIAL IMPACT

There are no direct costs to the City in administering these contracts outside of normal park maintenance costs and minimal administrative staff time. The service providers directly charge and collect fees of which a nominal portion is passed on to the City to cover the above costs.

ATTACHMENTS

British Soccer and TinyTykes Agreement

PREPARED BY

Alley Porter

Assistant City Administrator

Date: January 10, 2019

AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER SPORTS - 2019

The undersigned, Challenger Sports, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 (hereinafter termed "Challenger") and the City of Prairie Village, a municipal corporation (hereinafter termed "City"), enter into the following rental agreement with regard to dates and terms specified below. This rental agreement is for the purpose of conducting **Tiny Tykes & International Soccer** camps for the children of Prairie Village and surrounding area.

Challenger and the City do hereby agree to the following terms:

Services Provided:

Challenger shall make available, conduct, and maintain (6) weekly instructional Tiny Tyke classes in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (6-12) campers. Classes will run for 45 minutes and consist of six (6) weekly sessions with following options:

Cubs is 9-9:45am for ages 2-3; Lions is 9:45-10:30am for ages 4-5

Challenger shall make available, conduct, and maintain (1) instructional International Soccer camp in accordance with the terms of this Agreement. There will be at least one qualified coach for each coaching group (12-15) campers. The morning camp will span 9am-12pm and consist of five (5) sessions with following camp options:

Half Day is three (3) hours from 9am-12pm for ages 5-14.

Challenger shall not be required to conduct the camps if it is determined by mutual agreement of the parties that there is not sufficient interest among participants to justify the camp.

Cost of Camp:

Tiny Tykes Cubs/Lions - \$90 (2018 price was \$90)

International Soccer Half Day - \$155 (2018 price was \$155)

Challenger shall be in charge of collecting these fees from participants.

Facility Reserved:

Challenger and the City agree that these programs will be held at Taliaferro Park, which is located in the City of Prairie Village, Kansas.

2019 Program Dates:

Tiny Tykes: March 28 - May 2 for 6 sessions/weeks (2018 dates were March 29-May 3)

International Soccer: June 17-21 for 5 days (2018 dates were June 4-8)

In the event of a cancelled session due to weather, the City will allow the use of said facility at no additional cost to Challenger for make-up days mutually agreed upon.

Facility Use/ Condition:

The City will allow Challenger exclusive use of said facility for the afore mentioned dates/times. This applies to all applicable areas of said facility, including, but not limited to all playing field areas, restrooms, and covered shelter areas. However, Challenger understands that the facility is a public park and the residents of Prairie Village may reasonably use the portions of the facility not in use by Challenger.

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

In the event of any property damage caused directly through the negligence of or the act or actions of Challenger or participants in said camp program, the City will notify Challenger within five (5) business days of the damage and any related claims against Challenger; and Challenger shall be liable for the costs of repair or replacement thereof.

Rental Payment:

Challenger agrees to pay a rental fee per student enrolled in said programs.

Tiny Tykes = \$10 per student ; International Soccer = \$15 per student

This fee is intended to reimburse the City for its costs in making the facility available for the camps. Challenger will pay the City of Prairie Village by check no later than June 1, 2019 (Tiny Tykes) and September 1, 2019 (International Soccer). This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

Insurance:

Challenger will provide proof of insurance prior to the first day of camp. The City will be recognized as a Certificate Holder and a copy of the insurance certificate will be sent to the City.

Liability:

The City shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Challenger, its agents, employees, or camp attendants, from any cause or causes whatsoever while in or upon the facility or any part thereof during the term of the camp or occasioned by any occupancy or use of the facility or any activity carried on by Challenger in connection therewith. Challenger agrees to indemnify and save harmless the City from any claim or loss by reason of Challenger's, or any camp attendant under the supervision of Challenger, or person connected thereto, use or misuse of the facility and from any claim or loss by reason of any accident or damages, during the camp, to any person or property happening on or in said facility.

The Agreement:

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2019 Challenger Camp season, from March 1, 2019 to September 1, 2019, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

Challenger Representative

Date

City of Prairie Village Representative

Date



POLICE DEPARTMENT

Council Meeting Date: January 14, 2019

CONSENT AGENDA: Consider the Agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program

RECOMMENDATION

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$3,000.00 annual fee were approved by the Council in the 2019 Public Safety Budget in line item 01-03-21-6009-028.

BACKGROUND

For many years the City of Prairie Village, along with numerous other law enforcement and municipal agencies, has been a joint sponsor in the Kansas City Crime Commission TIPS Hotline. No contract changes were stipulated and the City Attorney has reviewed and approved previous contracts.

ATTACHMENTS

PREPARED BY

Tim M. Schwartzkopf
Chief of Police
Date: January 7, 2019



The Kansas City Metropolitan Crime Commission
Since 1949

3100 Broadway, Suite 226
Kansas City, MO 64111
Phone 816-960-6800 Fax 816-960-6808
www.kc-crime.org

O F F I C E R S

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W. TERRENCE KILROY
Chair
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CHUCK CURTIS
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CHARLES GARNEY
WAYNE GODSEY
CAROL MARINOVICH
ROBERT REINTJES, SR.
CLIFFORD SARGEON
KENT SUNDERLAND
BAILUS TATE
VAN O. WILLIAMS

January 3, 2019

Chief Tim M. Schwartzkopf
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Chief Tim M. Schwartzkopf:

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers, would not exist. Your support and partnership are very important to us, and we know **you are one of the reason's the TIPS Hotline is successful.**

It is time for the renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 4,084 TIPS in 2018, leading to 101 arrests.
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to the wanted fugitives' listings. There have been 556 arrests from the Kansas City's Most Wanted Newspaper since 2006.
- Scholastic Crime Stoppers has seen success in combating school-based issues including, twelve (12) suicide interventions and the program is in over 60 schools in the metropolitan area.
- Visit the newly redesigned Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Rick Armstrong
President

KANSAS CITY METROPOLITAN
CRIME COMMISSION

3100 Broadway, Suite 226
Kansas City, Missouri 64111
(816) 960-6800

January 3, 2019

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

Contract Year 2019

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR
816-474-TIPS HOTLINE SERVICES

Minimum Due for 2019	\$3,000
----------------------	---------

Amount due and payable upon receipt.

Thank you for your support!

CONTRACT

This Contract is entered into this year, 2019, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

WHEREAS, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

WHEREAS, the City of Prairie Village wishes to contract with the Crime Commission to provide this service in Prairie Village, KS.

NOW, THEREFORE, the parties agree as follows:

1. The City of Prairie Village will pay the Crime Commission an annual fee of \$3,000.00 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Prairie Village which the program shall include, at a minimum, the following services:

- a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Prairie Village, KS.

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a part of Prairie Village, KS or the City of Prairie Village. The Crime Commission shall not be subject to any control by Prairie Village or the City of Prairie Village.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Prairie Village, KS

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By  _____
Rick Armstrong

ATTEST: _____

CONTRACT

This Contract is entered into this year, 2019, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

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- e) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- f) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- g) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
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4. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not

and shall not be considered a part of Prairie Village, KS or the City of Prairie Village. The Crime Commission shall not be subject to any control by Prairie Village or the City of Prairie Village.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Prairie Village, KS

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By  _____
Rick Armstrong

ATTEST: _____



ADMINISTRATION

Council Meeting Date: January 14, 2019

CONSENT AGENDA - Consider Agreement with Berberich, Trahan & Co., P.A. to Audit the City's 2018 Financial Statements

SUGGESTED MOTION

Move that the Council approve the agreement with Berberich, Trahan & Co., P.A. to audit the City's 2018 financial statements.

BACKGROUND

KSA 75-1124 requires the City to have an annual audit. In 2016, the City issued a Request for Proposals for auditing services and selected Berberich, Trahan & Co., for the 2016 audit. The engagement is for a three (3) year contract with two (2), one (1) year options to renew. Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The firm performed the audits of the 2012 – 2017 financial statements.

Staff noted that BT& Co. services have been satisfactory. Staff recommends maintaining the services of the auditor for 2018 financial statements.

The proposed fee for the 2018 audit is \$24,960, a 2% increase over the cost of the 2017 audit (\$24,480). This agrees with the fee schedule that was submitted during the RFP process.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2018 budget for the Financial Management Program.

ATTACHMENTS: Agreement with Berberich Trahan & Co., P.A.

Prepared By: Lisa Santa Maria, Finance Director Date: January 9, 2019



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

December 3, 2018

Mayor and City Council
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Prairie Village, Kansas's (the City's) governmental activities, each major fund, and the aggregate remaining fund information as of and for the year ended December 31, 2018, which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the "Kansas Municipal Audit and Accounting Guide." Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

An Independently Owned Member, RSM US Alliance

RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM International.

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Mayor and City Council
City of Prairie Village, Kansas
Page 2

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the city council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below.
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- d. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Mayor and City Council
City of Prairie Village, Kansas
Page 3

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI or supplementary information in any document that contains supplementary information and that indicates that the auditor has reported on such RSI or supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The city council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Berberich Trahan & Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Berberich Trahan & Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].



Mayor and City Council
City of Prairie Village, Kansas
Page 4

Because Berberich Trahan & Co., P.A. will rely on the City and its management to discharge the foregoing responsibilities, the City holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Lisa Santa Maria, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time-to-time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.



Mayor and City Council
City of Prairie Village, Kansas
Page 5

RSM US LLP will be available to support Berberich Trahan & Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

Berberich Trahan & Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 24,960. The quoted fee for the year ended December 31, 2018 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.



Mayor and City Council
City of Prairie Village, Kansas
Page 6

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our association with the CAFR is to consist of performing a review of the CAFR to ensure its readiness for submission.

Claim Resolution

The City and Berberich Trahan & Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Berberich Trahan & Co., P.A. or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. Berberich Trahan & Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Berberich Trahan & Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.



Mayor and City Council
City of Prairie Village, Kansas
Page 7

Information Security – Miscellaneous Terms

Berberich Trahan & Co., P.A. is committed to the safe and confidential treatment of the City proprietary information. Berberich Trahan & Co., P.A. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide Berberich Trahan & Co., P.A. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Berberich Trahan & Co., P.A. may terminate this relationship immediately in its sole discretion if Berberich Trahan & Co., P.A. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Berberich Trahan & Co., P.A.'s client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the city council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co., P.A. and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

Mayor and City Council
City of Prairie Village, Kansas
Page 8

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Stacey A. Hammond
Director

SAH:tls
Enclosures

Confirmed on behalf of the City of Prairie Village, Kansas:

Signature

Date



COU2019-01: Consider approval of 2019 Prairie Village Legislative Platform

RECOMMENDATION

Staff recommends a motion to adopt the 2019 Prairie Village Legislative Platform after discussion.

MOTION

Approve the 2019 Legislative Platform.

BACKGROUND

Each year the City Council discusses and adopts a legislative platform, which establishes the City's legislative priorities for the upcoming Session. Updates were made to each section based on the 2018 Legislative Session and discussions with area city officials. A copy of the draft was distributed to Council in advance for comments, which are also attached for consideration.

ATTACHMENTS

2019 Prairie Village Legislative Platform Draft
Council Member Comments

PREPARED BY

Alley Porter
Assistant City Administrator
Date: January 10, 2019

PRAIRIE VILLAGE 2019 LEGISLATIVE PLATFORM



PRAIRIE VILLAGE, KANSAS

State and local government are partners providing numerous governmental services that are funded and made available to citizens. Local units of government are closest to the citizens and therefore, are extremely well-positioned to represent the interests of citizens in the communities in which they live. The partnership depends upon stable funding, efficient use of citizens' resources, and responsiveness at the city and county level. We support respect and preservation of local authority, maintenance of local control of local revenue and spending, and oppose the devolution of State duties to local units of government without planning, time and resources.

REPEAL OF THE PROPERTY TAX LID

We strongly oppose any state-imposed limits on the taxing and spending authority of cities and counties and urge the repeal of the property tax lid legislation passed during the 2015 session and revised in the 2016 session of the Kansas Legislature. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. We note that these same taxing and spending limits on cities and counties were not placed on state government. State government should abide by the same taxing and spending decisions as they impose upon cities and counties.

Absent repeal, the state-imposed tax lid on local governments should be modified to require a public vote based on a protest petition provision. Additionally, the Kansas Legislature should review and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law, such as human resources costs, KPERS, intellectual and developmental disabilities costs, transit equipment, and mental health services, among other items.

STATE FUNDING OF PUBLIC EDUCATION

We strongly support constitutionally adequate, equitable, and responsible funding for the public school system to a level that places Kansas among the leading states in support of a "world class" education. We oppose any further reduction in school funding, including any constitutional amendment releasing the legislature from this important duty.

NON-PARTISAN ELECTIONS

We support continuing local elections on a non-partisan basis. We are opposed to any legislation that would require local elections to be conducted with partisan identification. We also support the return of local control for timing of local elections.

LOCAL GUN CONTROL

We strongly believe the ability to govern how firearms are possessed and transported throughout our community is a matter of local control. Local government should have the ability to regulate and enforce the possession and use of weapons within City-owned facilities, public parks, municipal pools, and City-owned vehicles. We urge state legislators to repeal House Bill No. 2578 that restricts local government from enacting important gun safety measures in their communities.

MAINTAIN LOCAL CONTROL OF REVENUE AND SPENDING

Our local communities across the state are best served and citizens' values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community.

LIMITS ON APPRAISED VALUATION GROWTH

We strongly support the continuation of the Kansas Legislature's decision not to implement artificial limits on appraised valuation growth by the state. Such limitations prevent local officials from making decisions the public expects of them and

reduce bond ratings, resulting in more expensive debt service payments on needed capital projects. This ultimately has a negative effect on local taxpayers by reducing the services they receive for their tax dollars.

TAX POLICY

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. The local tax burden has shifted too far to residential property taxes due to state policy changes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs. These changes put Kansas counties and cities at a competitive sales tax disadvantage with Missouri.

INTERNET SALES TAX COLLECTIONS

We encourage the Kansas Legislature to pass legislation facilitating the collection of compensating use tax from purchases made from sellers (with no physical presence in a state) based on the U.S. Supreme Court decision in South Dakota v. Wayfair. Sales tax collected should be distributed using existing methods/formulas for the state and local governments.

SALES TAX EXEMPTION

We support the current law that exempts local government and public construction projects from sales tax. State-imposed sales tax on government purchases and projects will have only one effect: increased local property taxes. Purchases have to be made and construction must occur; imposition of a sales tax would increase the local tax burden to cover those added costs. This sales tax revenue does not help local government, but, in fact, hurts our local economy and our residents who have to pay much higher property taxes. Increased property and sales taxes ultimately reflect negatively on the state, given our proximity to Missouri.

OPPOSE UNFUNDED MANDATES

We support minimizing the financial and staffing implications of “devolution,” the passing down of responsibilities to counties by the state and federal governments, by seeking funding for mandates and reasonable periods of time to phase in new funding responsibilities. Any budget reductions or changes in state taxation that reduce state resources with an impact on government services should be evaluated closely by the state and based on a cost benefit analysis of how such reductions would increase cost demands at either the local or state level. If the State reduces funding for government services, the State should provide greater flexibility and increased local ability to raise revenue beyond primarily sales and property tax sources.

STATUTORY PASS-THROUGH FUNDING

We call for the preservation of local government revenues that pass through the State of Kansas’ treasury. These funds come from a longstanding partnership between local governments and the State and are generated via economic activity at the local level. Both alcoholic liquor tax funds and the local portion of motor fuel taxes should not be withheld from local governments and siphoned into the State General Fund. Seizure of these local funding sources may benefit the State, but it will increase the local property tax burden to replace lost revenue. Local governments, in recent years, have had to cope with the Kansas Legislature not funding Local Ad Valorem Tax Reduction (LAVTRF), County City Revenue Sharing (CCRS) demand transfers, and the machinery & equipment property tax “slider.” Local governments should not be forced to further aid in balancing the State’s budget. Since 1997, more than \$2.2B in formula demand transfers from the state to local governments have not been made. LAVTR dates back to the 1930s, with the existing statutory framework being established in 1965. LAVTR represents the local share of certain cigarette revenue, stamp taxes, and cereal malt beverage taxes that the state removed in exchange for commitment to fund the LAVTR. CCRS was established in 1978 as part of an agreement between the state and local governments regarding a number of different taxes related to cigarette and liquor enforcement.

ABANDONED AND BLIGHTED HOUSING

We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

COMPREHENSIVE TRANSPORTATION PLAN

The current funding level is far from adequate to address ongoing statewide infrastructure funding needs; therefore, it is critical for our state highway funds to be used for the purpose for which they are collected. To ensure the critical well-being of Kansas infrastructure, funds should be allocated strategically to ensure there is an identifiable long-term return on investment for the entire state. Investing in growth areas is vital to creating a sustainable revenue stream that will address statewide infrastructure needs to support private sector job growth and public safety.

KPERS FUNDING

We support achieving a fully-funded public employee's retirement system within a reasonable period of time. Kansas state government should fully fund its portion of the employer contributions, and the local government KPERS should be separated from the state and school retirement system. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. Additionally, we support current provisions as they relate to accumulated leave and other human resources policies to determine a retiree's benefit. Possible policy changes could have a negative impact on local government employee recruitment and retention, particularly in the competitive Johnson County employment market.

KANSAS OPEN RECORDS AND OPEN MEETINGS ACT

We believe that an open government is essential to building public confidence. We support the retention of the limited exceptions in the Kansas Open Records Act (KORA) and the permitted subject matters for executive sessions contained in KORA currently found in the law. Additionally, we support the existing allowances for cost recovery for open records included under current law.

LEGISLATIVE PARTICIPATION

We support local officials and their representatives' ability to freely participate in the legislative process through advocacy and education on issues affecting local governments. Local officials, representing their citizens and taxpayers, must retain the authority to make decisions regarding membership in organizations and to participate in the legislative process through advocacy without cumbersome reporting requirements.

LOCAL CONTROL OF RIGHT OF WAY

2016 legislation granting placement of cell towers in city and county owned right of way, with little oversight, should be revised. Regulation of the placement of cell towers should be subject to reasonable local zoning processes, which review important community values such as safety and neighborhood concerns.

STATEWIDE EXPANSION OF MEDICAID

We support Medicaid expansion through KanCare in Johnson County and throughout Kansas. Providing Medicaid is the responsibility of the state and federal government. The decision to limit Medicaid expansion has an impact on our citizens. Absent the State's participation in Medicaid expansion, taxpayers are required to pay for these services that would otherwise be covered by Medicaid.

NON-DISCRIMINATION

We strongly believe all people should be treated fairly and equally under the law. However, in Kansas, a gap currently exists in the applicable state and federal discrimination laws leaving LGBTQ people without protection from discrimination in housing, employment, and public accommodations. While the City of Prairie Village has passed a local non-discrimination ordinance to fill this gap, we urge the State to pass legislation to extend these protections state-wide.

DEVELOPMENT OF A COMPREHENSIVE BUDGETING PLAN

We strongly encourage the State of Kansas to develop a comprehensive budgeting plan to foster and enhance the State's struggling economy. We are in opposition to any financial practices that divert money from the Highway Fund or KPERS, or negatively impact the State's future financial position.

Council Comments to Legislative Platform Draft

Council Member Terrence Gallagher

Without the insight of our law enforcement I have to ask when will we ask the state to explore the legal use of medical marijuana and its derivatives. We have so many residents of all ages that can benefit from it. You can purchase CBD at land of paws.

Council Member Jori Nelson

Statewide Energy Policy

While Kansas currently has the Kansas Renewable Energy Standard (RES) The Renewable Energy Standards Act (RESA) (K.S.A. 66-1256, 66-1257, and 66-1259) which establishes a statewide renewable energy standard for Kansas and provide financial incentives for energy sources that protect air quality and reduce the dependency on oil, we support the development of a coordinated and comprehensive energy policy, including the use of renewables including wind and solar power, developed with strong input from municipalities.

Amendment of the Kansas Act Against Discrimination.

We support expanding the protections of the Kansas Act Against Discrimination to protect against the discrimination on the basis of sexual orientation or gender identity throughout Kansas.

<https://www.kansascity.com/news/politics-government/article9694028.html>

Return State Funding Levels for Social Safety Net.

We support the restoration of funding to social services programs. These programs are critical for our most at-risk and vulnerable residents including child welfare, mental health, and our senior citizens.

<https://www.kansaslegalservices.org/node/1836/cuts-social-safety-net-land-more-kids-state>

Medical Marijuana

We support the legalization use of medical marijuana in Kansas. In 2017, Colorado medical and recreational sales topped \$1.5 billion dollars and the state collected \$247 million in taxes and fees. This would provide much needed sales tax revenue to the state, as well as local governments to fully fund KPERS, public schools, and replenish the highway funds. According to Forbes magazine, 33 states including Washington DC and most recently in Missouri which passed it in November. It has been proven to be effective for treating seizures, cancer patients that suffer nausea and vomiting, glaucoma, and chronic pain to name a few. Michigan

legalized marijuana for medical use in 2008, and Arizona did the same in 2010. Since then, these two states have recorded over \$600 million and \$400 million in cannabis sales, respectively. <https://www.forbes.com/sites/tomangell/2018/11/06/missouri-votes-to-legalize-medical-marijuana/#a5e6d9e575c1>

State Violence Against Women's Act

We support the Violence Against Women's Act. We encourage the state to fund programs designed to aid all victims of intimate partner violence and sexual assault, with a wide-ranging mandate. This includes supporting rape-crisis centers and hotlines, building community programs including education and prevention to combat abuse, and offering legal aid. <https://www.kansas.com/news/politics-government/article223362435.html>

Ban on retail sales of dogs, cats, and rabbits

We support a ban on retail sales of dogs, cats, and rabbits unless the animal was obtained from public animal control agency or shelter, human society group, society for the prevention of cruelty to animals, shelter or a rescue group that's in a cooperative agreement with at least one private or public shelter. This will prevent the abuse and overbreeding of animals in puppy mills and takes the emphasis off the profit of animals and replace it with the importance of adopting these animals to loving homes.

<https://www.rollingstone.com/culture/culture-features/the-dog-factory-inside-the-sickening-world-of-puppy-mills-112161/>

http://www.kansan.com/news/kansas-tied-for-second-on-list-of-most-problematic-puppy/article_79a3dd00-ad23-11e7-bb66-bb77cbd50e98.html

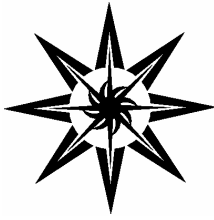
Council Member Tucker Poling

Under the property tax lid section:

Further, the Kansas Legislature should review and consider amending the current statute to include a "hold harmless" provision that would allow local governments to lower property tax rates and, within the subsequent five years, return the property tax rate back to prior level if necessary. The legislature should also review and consider measures to allow local governments the authority to cap the rate of increase of residents' property taxes from year to year.

Under the KORA section:

We also support amendments to update KORA to provide better guidance about the application of KORA to all forms of electronic communication, including but not limited to social media. Further, we encourage legislative clarification in regard to the application of KORA to subcommittees and working groups formed by local governmental bodies.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 14, 2019

CONSIDER FUNDING OF PROJECT NAAV0006 PEDESTRIAN SIGNAL MAINTENANCE AT NALL AND 86TH

RECOMMENDATION

Move to approve funding of Project NAAV0006 Pedestrian Signal Maintenance at Nall and 86th for \$100,000.

BACKGROUND

Overland Park is administering the design and construction of this project. The project includes a replacement of the existing pedestrian signal for the school children on Nall just north of 86th Street. This signal has reached the end of its useful life and inspection has shown that the poles require replacement. The new signal will be a HAWK signal which remains dark until in use as shown below:



As part of our maintenance agreement with the City of Overland Park, they will administer the design and construction of the project. The City of Prairie Village will be responsible for 50% of the final cost for design and construction, which is estimated to be approximately \$100,000. Overland Park will invoice the city the actual cost after completion of the construction.

This project was inadvertently left out of the 2019 budget on an oversight.

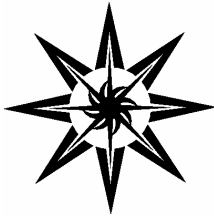
FUNDING SOURCE

Transfer funds into NAAV0006 from unallocated Street Funds.

PREPARED BY

Melissa Prenger, Sr. Project Manager

January 9, 2019



PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 14, 2019

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT ROAV0005: ROE AVENUE, 63RD STREET TO 67TH STREET

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for Project ROAV0005: Roe Avenue, 63rd Street to 67th Street.

BACKGROUND

Johnson County has approved the ROAV0005: Roe Avenue, 63rd Street to 67th Street rehabilitation project. An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. This agreement will limit the County share to 50% of the project's construction costs or \$673,000. The County's funding for this project comes from the County Assistance Road System (CARS) Program.

This project is a part of the 2019 CIP.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project ROAV0005: Roe Avenue, 63rd Street to 67th Street for the City's portion of the project.

ATTACHMENTS

1. Interlocal Agreement with Johnson County (320001311)

PREPARED BY

Melissa Prenger, Sr. Project Manager

January 9, 2019

**Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas, for the Public Improvement of
Roe Ave from 63rd St to 67th St
(320001311)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Roe Ave from 63rd St to 67th St (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2019.

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

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is One Million Four Hundred Seventy Thousand Dollars (\$1,470,000).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Six Hundred Seventy Three Thousand Dollars (\$673,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, (“Finance Director”) cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

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

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

In addition, the City of Prairie Village shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

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

City of Prairie Village, Kansas

Ed Eilert, Chairman

Attest:

Attest:

Lynda Sader
Deputy County Clerk

Approved as to form:

City Clerk

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 14, 2019

CONSIDER THE ADDITION OF SOLAR POWER TO THE NORTH PARK PROJECT

RECOMMENDATION

Approve the addition of solar power for Project BG080001- North Park, and to transfer \$20,000 to the project from Parks Unallocated.

BACKGROUND

The Governing Body directed staff to investigate the inclusion of sustainable energy in the form of solar panels in the final design of North Park. There are two components to this process.

First to confirm that the shelters, as designed, can structurally take on the load of the additional weight of the panels. The designer has confirmed that the shelters will not require any redesign to have panels added. This knowledge allows us to move forward with a solar package at any time.

Second, the hard cost to benefit ratio is considered for this type of project. Staff spoke to Brightergy, a local company that specializes in solar energy. Smaller projects like this are considered to be in line with a demonstration project as it may take longer to see a return in the benefit due to the upfront costs of the solar equipment. Solar equipment is an “add on” to traditional power, not an “in place of” as solar can provide for 100% of the energy in July but may only provide 50% in December or January. The solar equipment would offset the traditional power by approximately 75%.

On average, solar equipment has a 25 year warranty or life span. Given our power needs at this park. Brightergy estimates installing a 5-kilowatt system. The City would see a return in about 12-15 years; in other words, it will take 12-15 years for the equipment to pay for itself. Brightergy estimated that the cost to add solar would be in the \$15,000 range.

Use of this system has the same environmental impacts over its 25 year life span as:

- 132 tons of CO₂
- 430,782 miles not driven or
- 2.27 acres of trees planted.

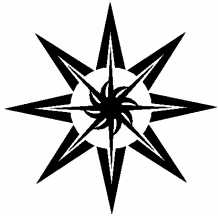
FUNDING

Transfer \$20,000 from Parks Unallocated to Project BG080001 North Park

PREPARED BY

Melissa Prenger, Senior Project Manager

January 10, 2019



MAYOR

City Council Meeting Date: January 14, 2019

Consider Election of Council President

RECOMMENDATION

Hold a City Council election to select the next Council President to serve from January 2019 to January 2020.

MOTION

Move to ratify the election of a new Council President.

BACKGROUND

Chapter I, Article II of the Prairie Village Municipal Code stipulates that the City Council elects one Council Member to serve as President of the Council. The Council President presides at all meetings of the Council in the absence of the Mayor. Current practice has been to elect the longest serving Council Member who has not yet served as Council President. Mr. Terrence Gallagher has been on City Council since April 2014.

ATTACHMENTS

N/A

PREPARED BY

Alley Porter

Assistant City Administrator

Date: January 10, 2019



ADMINISTRATION

Council Meeting Date: January 14, 2019

Update on Annual Bulk Item Pickup Route Change

BACKGROUND

One of the stipulations in the City's contract with Republic Services is that they will provide collection of large bulky items once per calendar year. This collection has typically been completed in April in past years, and it is scheduled for April 13 and April 20 in 2019.

In the past, the first weekend of large item pick up would be for homes north of 75th Street, and the homes south of 75th Street would be collected on the second weekend. Republic has informed us that they would like to change the route this year to more equally distribute the number of homes on each route.

There are 4,228 homes north of 75th Street and 5,093 homes south of 75th Street, which is a difference of 865 homes. Republic has found that they finish the collections on the first weekend early without any issues, but the route south of 75th Street has taken much longer.

To address this issue, the new route would include all homes north of 75th Street **and all homes east of Belinder** on the first weekend (April 13). All remaining homes south of 75th Street (**except those east of Belinder**) would be collected on the second weekend (April 20). This change would more equally distribute the number of homes on each route, with 4,778 homes on the first weekend and 4,543 homes on the second weekend, for a difference of 235 homes. The only homes that will be impacted by this change will be the homes located south of 75th Street and east of Belinder. A map of the new routes are attached for the Council's review.

To make sure we get the word out about this change, Republic will cover the cost of sending a postcard to all the homes throughout Prairie Village. We will also spread the word in the Village Voice and on the City's social media channels.

This is an informational item and no action is needed.

ATTACHMENT

New Route Map

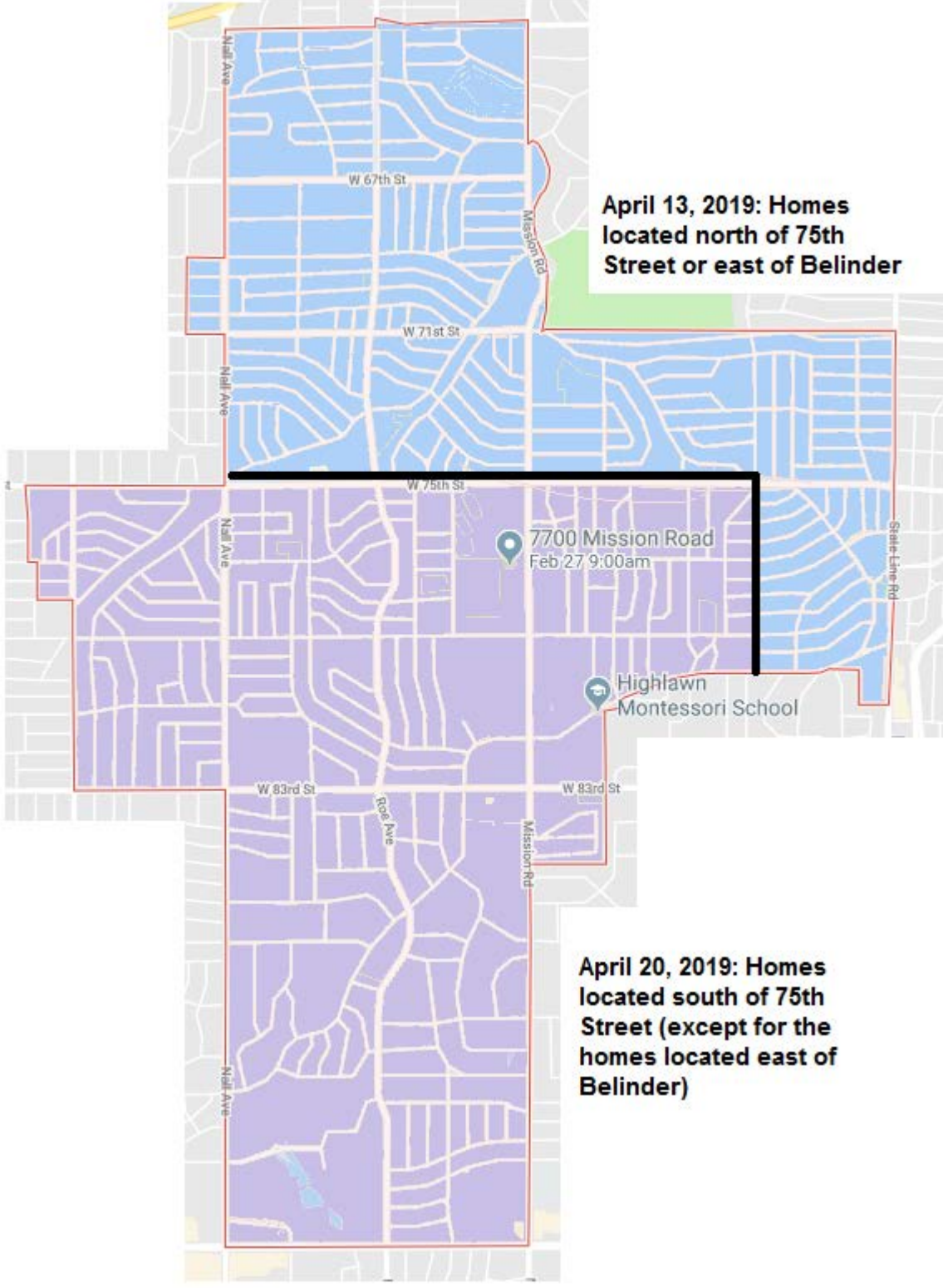
PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: January 9, 2019

Large Item Pickup Route 2019

April 13, 2019: Homes located north of 75th Street or east of Belinder

April 20, 2019: Homes located south of 75th Street (except for the homes located east of Belinder)





PARKS AND RECREATION

Parks & Recreation Meeting Date: January 9, 2019

Council Committee Date: January 14, 2019

COU2019-05: Consider 2019 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2019 Recreation Fee Schedule as approved by the Parks & Recreation Committee.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they are reasonable and keep pace with any operational increases.

Since 2016, the City's pool membership structure includes resident/non-resident rates for individuals, seniors, and a 5 swim card. In addition to the change in structure, the Parks & Recreation Committee expressed interest in shifting to a \$5 increment every 3-5 years versus minor increases every year with the goal of having rounded fees (e.g. \$57 vs. \$60). The Committee voted in their January 9, 2019 meeting to implement some changes to the current pool membership structure for the 2019 season in order to keep up with increases in expenditures, mainly associated with the increase to lifeguard pay.

The Committee approved increasing the Individual and Senior Citizen passes for both residents and non-residents by \$5.00. To offset the increase, they proposed a \$10.00 early bird special in the month of April (an increase of \$5.00 from the previous year). This means individuals who purchase their passes in April will not see any increase. The 5 Swim Card rate was also increased.

For daily admission, the Committee voted in favor of raising the rate to \$10.00 keeping in line with the goal to have rounded fees. They also recommended having the \$5.00 Twilight rate start at 4:30 PM vs. 5:30 PM.

2019 Proposed Rates	RESIDENT	NON-RESIDENT
Individual*	\$50	\$80
Sr. Citizen (60+)*	\$45	\$70
Swim Card with 5 Admissions	\$35	\$40
Daily Admission Fee	\$10	\$10
Twilight Fee after 4:30 PM	\$5	\$5

*Individual and Senior memberships are \$10 off in April

*Individual and Senior memberships are half price starting July 15

There were minor increases to tennis for the purpose of rounding fees. There were no changes to the athletic field rentals fees, but there is an additional category for commercial use. The fees for private tennis tournaments were also changed to go to a per day charge to attempt to recover costs associated with portable toilets.

FINANCIAL IMPACT

The average General Fund subsidy for the past three seasons for the pool is roughly \$190,000. This does not include personnel costs for Public Works, Information Technology, or Administration.

ATTACHMENTS

2019 Recreation Fee Schedule as approved by the Parks & Recreation Committee
Pool Memberships & Attendance Trends

PREPARED BY

Alley Porter
Assistant City Administrator
Date: January 10, 2019

2019 Recreation Fee Schedule

RESIDENT	2017	2018	2019	Percent Change
Individual*	\$45	\$45	\$50	11%
Senior Citizen (60+)*	\$40	\$40	\$45	12.5%
5 Swim Card	\$30	\$30	\$35	17%

\$10 early bird special in April

NON-RESIDENT					
Individual*	\$75	\$75	\$80	6.6%	
Senior Citizen (60+)*	\$65	\$65	\$70	7.7%	
5 Swim Card	\$35	\$35	\$40	14%	

\$10 early bird special in April

DAILY	\$8	\$8	\$10	25%
TWILIGHT (after 4:30 pm)	\$5	\$5	\$5	0%
DAYCARE	\$5	\$5	\$5	0%

POOL RENTAL	\$315	\$350	\$350	0%
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AQUATICS					
Resident	\$110	\$110	\$110	0%	
additional child	\$105	\$105	\$105	0%	
Non-Resident without membership	\$165	\$165	\$165	0%	
Non-Resident with membership	\$115	\$115	\$115	0%	
Lessons (30 minutes)	\$40	\$45	\$45	0%	

TENNIS					
JTL	\$105	\$105	\$105	0%	
additional child	\$100	\$100	\$100	0%	
Pee-Wee	\$47	\$47	N/A	N/A	
Mighty Mites	\$60	\$60	N/A	N/A	
Future Stars	\$60	\$60	N/A	N/A	
Private (30 minutes)	\$25	\$25	\$25	0%	
Semi-Private (30 minutes)	\$16	\$16	\$20	25%	
Three & a Pro (1 hour)	\$18	\$18	\$20	11%	

ATHLETIC FIELD RENTAL					
Individual Rental (hourly)		\$7.50	\$7.50	0%	
Seasonal Practices		\$40	\$40	0%	
Commercial Use (hourly)		N/A	\$15	100%	

TENNIS COURT RENTAL		2018	2019
Individual Rental (hourly)		\$7	\$7
School Tournament		\$300/tournament	\$150/day
Private Tournament		\$300 + \$250 deposit	\$150/day + \$250 deposit
Seasonal School Rental (per court)		\$50	\$50

Pool Memberships & Attendance Trends

Total Memberships	2016	2017	2018
Resident Individual	2,784	2,758	2,796
Resident Senior Citizen	232	282	285
Resident 5 Swim Card	160	141	156
Employee Membership	42	47	28
Non-Resident Individual	453	539	523
Non-Resident Senior Citizen	35	75	80
Non-Resident 5 Swim Card	37	45	46
TOTAL	3,743	3,887	3,914

The total number of memberships is up for 2018. Membership sales in 2018 were \$175,394 compared to \$172,392 reported in the 2017 Annual Report.

2018 Pool Membership Fees at Surrounding Communities

Merriam

	Resident	Non-Resident
Household	\$105	\$180*
Individual	\$70	\$105
Senior	\$55	\$85

*Limit of six members per non-resident household. If household has more than six, additional single passes can be purchased for \$20

Mission

	Resident	Non-Resident
Family	\$120	\$170
Single	\$70	\$100

Fairway

	Resident	Non-Resident
Family Membership*	\$145	\$270
Individual	\$90	\$170
Senior Individual	\$70	\$120

*Up to 5 members, \$5 each additional

Roeland Park

	Resident	Non-Resident
Individual	\$75	\$120
Family*	\$125	\$180

*Family membership includes 2 adults maximum and 3 children up to age 18

Leawood

	Resident	Non-Resident
Individual	\$38	\$53
Senior	\$28	\$43



ADMINISTRATION

Parks & Recreation Meeting Date: November 14, 2018

Council Committee Date: January 14, 2019

City Council Meeting Date: January 22, 2019

COU2019-06: Athletic Field Rental/Reservation Policy

RECOMMENDATION

Recommend approval of the Athletic Field Rental/Reservation Policy as written.

BACKGROUND

Each season, the City receives a handful of requests from private organizations to utilize our parks for “commercial use” (e.g. sports camps charging patrons a fee). Common practice has been to not allow reservations for organizations that are charging money and making a profit. However, this is not explicitly outlined in City policy. This leads to inconsistencies in the handling of certain reservations and confusion amongst staff.

With that in the mind, the Parks & Recreation Committee approved an athletic field reservation policy for Council consideration. While it does not ban commercial use, it does prioritize use so practice teams are not competing with sports camps. It also allows for different fees to be charged (2019 Recreation Fee Schedule proposes a charge of \$15/hour for commercial use field reservations).

This draft policy builds upon CP525: Ballfield Reservations for League Play and CP526: Reservation of Ballfields.

ATTACHMENTS

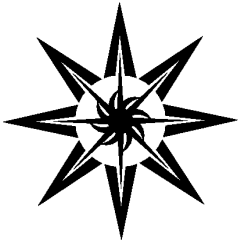
Draft Athletic Field Rental/Reservation Policy

PREPARED BY

Alley Porter

Assistant City Administrator

Date: January 10, 2019



City Council Policy: CPXXX - Athletic Field Rental/Reservation Policy

Effective Date:

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

- A. To establish a policy that governs the allocation and use of athletic fields with the goal of fair and equitable usage at the following parks: Franklin, Porter, Taliaferro, Windsor, and any additional parks deemed appropriate by the City.

III. RESPONSIBILITY

- A. City Clerk

IV. DEFINITIONS

V. POLICY

A. Permissible and Impermissible Activities

1. Approved activities may include, but are limited to: general public use (no reservation), individual use (reservation), community events, recreational sport practices, programs sponsored by the City or City partners.
2. League play is prohibited on City ballfields due to current facilities such as restrooms, seating, and parking spaces being inadequate to hold league play.
3. The "subletting" of fields (when an organization reserves a field and then rents it to a separate group for a different purpose) is not allowed. Reservations need to be made directly with the City.

B. Priority of Use

1. Programs sponsored by the City of Prairie Village or Johnson County Park & Recreation District
2. Seasonal reservations for youth practices
 - a.) Teams from Prairie Village schools and teams with at least 50% members who are Prairie Village residents will be given preference.
 - b.) Seasonal ballfield requests are restricted to a period not to exceed 1 ½ hours per field, per team and shall be limited to a maximum of two practices per week.
3. Reservations for commercial ("pay for play") organizations

C. Filing an Application for a Permit

1. Other than for general public use, individuals or organizations must obtain an approved permit through the City of Prairie Village.
2. All groups requesting use of athletic fields shall complete the application provided by the City Clerk's Office.
3. Applications for single or multiple use dates should be submitted at least seven (7) days prior to the date of use.
4. Applications for seasonal use should be submitted at least thirty (30) days prior to the date of use.
5. A request for a particular athletic field does not guarantee availability or assignment.

D. Fees

1. Fees will be outlined in the annual fee schedule and can differ for each use.

VI. PROCEDURES

INFORMATIONAL ITEMS
January 14, 2019

1. Arts Council Minutes - November 7, 2018
2. Parks and Recreation Committee - November 14, 2018
3. Planning Commission Minutes - December 4, 2018
4. January Plan of Action
5. Mark Your Calendar

Prairie Village Arts Council
Wednesday, November 7th, 2018
5:30 P.M.
Prairie Village City Hall – 7700 Mission Road
Multi-Purpose Room

At 5:15, Jori Nelson called the meeting to order. In attendance were Ada Koch, Betsy Holliday, Sheila Evans, Paul Tosh, Stephen LeCerf, Shelly Trewolla, and Dan Andersen. Also in attendance was observer Joseph Almendariz, a painter interested in how the Arts Council works.

Consent Agenda-Approval of Minutes – Dan Andersen moved and Shelly Trewolla seconded the approval of the Consent Agenda which included the minutes of the October meeting. This motion was passed unanimously.

City Council Report – Jori reported briefly about the performance pad and skate park construction projects, for which funds have been approved.

Financial Report – since Jamie Robichaud was not present, the meeting lacked a financial report. Dan asked Jori to request of Jamie that in the future financials be emailed to him prior to arts council meetings.

Logo for “Prairie Village State of Senior Arts” – Paul Tosh presented two versions of the Senior Art Show logo. Members unanimously approved the version with the “yellow A.” Steve LeCerf observed that with so many members of the arts council not being present that the absent members also should have a chance to see the design before final approval. Dan recommended that Paul email the logo to all members requesting a “thumbs up” on the logo.

November 15 Meeting for 2019 Gallery Schedule – Dan reminded members present of the meeting coming up next Thursday at 5:30 to select artists from Café for the 2019 gallery schedule.

KC Studio Advertising for 2019 – Shelly Trewolla advised that the magazine was offering us advertising of \$600 for the upcoming year. On motion by Dan and seconded by Betsy, this expenditure was unanimously approved.

Purchase of 5 new calls for entry from Café for 2019. Dan asked for approval of an expenditure not to exceed \$1500 (5 x \$300) for next year’s calls for entry. Jori asked that because of Jamie’s absence, this should be a motion contingent on approval from staff.

Announcements – Paul Tosh’s department at the University of Missouri at Kansas City is holding a show of 104 posters including National Parks and seashores in the Fine Arts Building next to the Miller Nichols Building on campus. Paul encouraged all those present to take in the show.

Ada Koch announced that her exhibit of poppy sculptures at the National World War I Museum and National Monument would be coming down on the 12th. As an aside, she was happy to report that her sculptures had been mentioned in Forbes Magazine. Bringing musical arts into the discussion, Sheila Evans announced three concerts in which she would be taking part: the Kansas City Civic Orchestra on Friday the 16th and Saturday the 17th at Atonement Lutheran Church, and the Westwood Ensemble on Wednesday the 21st at Rockhurst College.

There being no further business, Jori adjourned the meeting at 6:10 p.m.

Planning Committee as a Whole

Event Reports – 1. Dan asked Sheila her impression of the State of the Arts event. She replied that it was a fine event...if we had sign-in tables at the front and back doors we would have a more accurate idea of attendance. She liked the I-pads for signing in. **2.** Betsy thanked Dan and Shelly for their offers to help at the upcoming Friday exhibit. **3.** Paul said he had established contact with his exhibitors for the December show. Dan assured him that Ricardo would be there to help him with accepting and hanging the artwork.

There being no further discussion, the group disbursed at 6:35.

PARKS AND RECREATION COMMITTEE

November 14, 2018

6:30 PM

City Hall

MINUTES

The Parks & Recreation Committee met at 6:30 PM in the Council Chambers at City Hall. In attendance: Chair Chad Herring, Vice Chair Courtney McFadden, Diane Mares, Dianne Pallanich, Matthew Geary, Peggy Couch, Jerry Lonergan, Cher Brownback, and Randy Knight. Staff: Alley Porter and James Carney.

Prairie Village Tree Board Engagement

- Chairman Herring requested a change to the agenda to allow the Tree Board item to go first; there were no objections. Ms. Deborah Nixon introduced herself and Mr. Mark Morgan as Tree Board members. She said the elm tree that was cut down at Bennett Park highlighted the need for the two Committees to talk to one another. Mr. Morgan provided an overview on the significance of the elm tree and asked that the remaining stump be preserved by either turning it into something educational, like what is done with Santa Fe Trail, or having it taken out and put on display. Mr. Herring directed staff to consider the proposal. Ms. Nixon gave an overview on the Tree Board's efforts to map the trees and how information signs allow people to interact with trees in the parks. Mr. Herring thanked them for their work and asked if there was a way to include QR codes or other cost effective mechanisms to get information from the signs.

Public Participation

- There was no public participation.

Consent Agenda

1. Minutes from October 10, 2018
 - It was moved and seconded to approve the minutes from October 10, 2018. The motion passed unanimously.

Reports

1. Public Works Report
 - Mr. Carney updated the Committee that holiday lights were going up at City Hall, Franklin Park, and Porter Park. The disc golf relocation is currently underway with two holes being moved due to the development of the Fire Station. The merry-go-round at Bennett was taken out so that it could be fixed and a pour-in-play surface will go under it. A child picnic table was ordered for the Windsor pavilion. Lastly, Mr. Carney informed everyone that the Environmental Committee was funding recycle bins and a bottle fill station at the PV Pool.
2. Recreation Report

- Ms. Porter informed the Committee that the Johnson County Park and Recreation District was coming to the November 19 City Council meeting to give a Meadowbrook update. She asked Committee members to RSVP to the Holiday Party on December 8.
3. Chairperson's Report
- Chairman Herring told the Committee that the City Council had approved changing the name of Prairie Park to Shaffer Park. He also said the Council discussed updates to Harmon and Santa Fe Parks. Currently in the CIP are an all-inclusive playset and skate park. There were questions on what to do about a concrete pad for events such as Jazz Fest, which Council did direct staff to bring forward a proposal with a concrete pad.

Old Business

1. North Park Update
 - Ms. Melissa Prenger and Mr. Scott Bingham reviewed the updated plan for North Park. The full rendering ended up being very close to the original concept with amenities such as: a loop trail, playground areas in the center with shelters, small restroom with visibility, parking lot, and garden space in the lower corner. Mr. Bingham said they have had productive conversations with Master Gardners and that as long as the City is willing to put in the infrastructure, Master Gardners will maintain the space. This area will be a little quieter with the garden and bocce ball. He reviewed the 2-5 and 5-12 playgrounds as well as a historical marker honoring Faith Lutheran Church on the northeast corner.
 - a. Public Participation on North Park Update
 - Mr. Herring opened up the conversation to public participation. Ms. Molly Koenigsdorf told the Committee her property was in the southwest corner and she was very excited for the park. However, she had concern with that corner because of the creek, which is known to fill with a foot of water during storms. She said a chain link fence would keep kids out of the creek, while a drain cover would need to be maintained. She said that the North Park creek is different from other exposed culverts and asked that a fence be considered. Ms. Kelly Shelton supported the idea of a fence and also requested shade be considered around the playgrounds. Ms. Prenger responded that she sees this as a rolling assessment and to give it the opportunity to see if it becomes an issue.
2. Draft Athletic Field Policy
 - Ms. Porter returned the draft policy to the Committee and stated the only change was the addition of the subletting. Committee moved and approved the draft athletic field policy.
3. Staff Report – Free 4th of July Swim at PV Pool

- Ms. Porter spoke with pool management and does not believe changes should be made to the free swim unless capacity becomes an issue in the future. The Committee agreed.
- 4. Staff Report – Pesticide Free Park at Bennett
 - Mr. Carney and Public Works believe the park looks good and they want a location designated as chemical free so patrons have that option. Mr. Knight asked if the sign should be changed to chemical free (instead of just pesticide free) so the City can be recognized for what is being done.

New Business

1. Draft SuperPass Agreement with City of Merriam
 - Ms. Porter briefly reviewed an agreement with the City of Merriam to allow its patrons to use the PV Pool next season while their complex is closed for reconstruction. Merriam will pay Prairie Village based off the number of visits from Merriam residents. The Committee moved and approved the agreement.
2. Fees Discussion
 - Ms. Porter asked the Committee if they wanted to make any changes to the fee structure for 2019. The prices for pool passes have not changed in 3 seasons and costs were rising due to the increase in pay for lifeguards. The Committee agreed to increasing the prices, but also increasing the early bird discount so it would be the same price if passes are purchased in April. For the daily charge, the Committee approved raising the price to \$10 and having the twilight rate of \$5 start at 4:30 PM instead of 5:30 PM. The Committee also discussed going to a “per-day” charge for tennis tournaments to recover the cost of portable toilets. Ms. Porter will bring back the recommendations for final approval at the January meeting.

Adjournment – Meeting was adjourned at 9:15 PM.

PLANNING COMMISSION MINUTES
December 4, 2018

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 4, 2018 in the Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:05 p.m. with the following members present: Jonathan Birkel, Patrick Lenahan, Gregory Wolf, Melissa Brown, Jeffrey Valentino 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; Mitch Dringman, City Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

James Breneman moved for the approval of the minutes of the November 6, 2018 regular Planning Commission meeting as presented. Gregory Wolf seconded the motion, which passed 5 to 0 with Melissa Brown and Jeffrey Valentino abstaining.

PUBLIC HEARINGS

No public hearings were scheduled.

NON-PUBLIC HEARINGS

**PC2018-124 Amendment to Site Plan Approval
4100 Homestead Court**

Dennis Hulsing, 5669 West 68th Street, along with Tyler Holloman, general contractor for the project, presented their request for approval of the following site plan changes at 4100 Homestead Court:

1. Reconfiguration of the platform tennis court areas to extend closer to the clubhouse building, and to allow the relocation of a fourth platform tennis court. *[Note: the May approval had the four existing platform tennis courts, and two additional pickle ball courts. The August revised site plan had three platform tennis courts (the removal of the north two, and the relocation of one to the south bank), and six pickle ball courts (four more than originally approved in place of the north bank of platform tennis courts). This proposed revision has the four original platform tennis courts (two on the north bank relocated to the south bank) and six pickle ball courts.]*
2. Proposed covered structure over the six pickle ball courts.
3. Change in building elevations for the enclosed year-round tennis structure.

Mr. Hulsing stated the earlier approved improvements to the clubhouse are progressing well, with the clubhouse expecting to be open in mid-December.

Chris Brewster provided background on this site, which has been operating under a special use permit since 1982. The special use permit has been renewed and amended several times to account for different operations and development activity. Most recently, the special use permit was amended in May of 2018 to allow for the remodeling and addition to the club, and to replace the seasonal tennis enclosure with a permanent structure. This application was then revised in August of 2018 to approve a site plan that reconfigured the platform tennis courts and replaced one of them with six pickleball courts.

The proposed changes are within the parameters of their approved Special Use Permit. However, they are beyond the scope of changes that staff can administratively approve, and require Planning Commission review and approval. Since the changes involve an additional structure and a change in building and elevations previously reviewed in the public process, staff requested the applicant have an additional neighborhood meeting to review the proposed changes. This meeting was held on November 26, 2018 and a summary of that meeting has been provided.

Mr. Brewster reviewed the staff analysis as related to Section 19.32.030 (A), (C) and (F) shown below:

A. The Site is capable of accommodating the building, parking areas and drives with appropriate open space and landscape.

The site plan has the appropriate layout and design per the previously approved plans. The reconfiguration and addition of the fourth platform tennis courts does not have a significant impact on the previous plans since it is primarily in a central portion of the site and is expanding the footprint of the existing and planned small court area closer to the clubhouse building and interior to the lot. The addition of the cover over the pickleball courts is the most substantial addition to the site plan. It is located between two larger structures - the proposed/approved year-round tennis enclosure and the existing clubhouse. It is located farther from the residences on the closest (south) boundary than either of these structures.

The most significant issues in previous applications associated with the site plan in general, and the outside courts particularly, dealt with the lighting and screening with landscape, as well as drainage concerns. Previous conditions of the special use permit and revised site plan required all new lighting to be state of the art, directional sport court lighting, designed to minimize glare on adjacent areas. Any new lighting on other courts was to be upgraded to this lighting as maintenance and replacement allowed. Further, the landscape plan approved with the previous approvals addresses many of the screening and buffering concerns with regard to this area. Public Works required the applicant to submit a revised drainage study to account for the changes in this revised site plan, and they are satisfied with the results of that study.

Mr. Brewster noted all of the requirements of the previous approvals remain in place and should address the relationship of these facilities to nearby residences, as it is generally within the same vicinity and footprint of previous approvals, and has the same

relationship to adjacent properties. All of the buffer area and landscape designed to mitigate and improve this relationship remain unchanged. The addition of one more platform tennis court results in the site having the same number of platform courts as it currently has, and essentially adding six more pickleball courts (two in the original proposal, and four more with the August revision and this proposal). These courts are not anticipated to generate a significant amount of additional activity with respect to parking or traffic for the area, and the site plan is appropriately designed to handle this activity.

The applicant has not provided specific details on the proposed cover of the court. Prior to approval, parameters on the scale and massing and conceptual plans or specifications should be provided to address the following: (1) the scale of the proposed cover in relation to the existing buildings and the screening of this area provided by the current landscape plan; (2) the compatibility of the materials and structure with other proposed buildings; and (3) any impact on the lighting issues.

C. The plan provides for adequate management of stormwater runoff.

Public works has reviewed a revised drainage study based on the proposed changes to the site plan, and the revised study includes resizing of the detention basin. Public works has found this drainage study to be acceptable and will need the contractor's final design details on the detention basin submitted with permits prior to construction inspections.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.

Materials and elevations for the permanent enclosed tennis structure were approved with the May special use permit and site plan. The application included conceptual elevations that proposed three different layers of prefabricated metal panels and a color scheme to match the clubhouse building, including the roof structure. (No material changes were proposed for the main clubhouse structure; only a painting and changes to the roof and canopy profiles, windows and exterior patio areas to achieve a look consistent with the mid-century design aesthetic.) The conceptual elevations broke up the massing of the building with different material panels, different colors on those panels and changes associated with the entrance vestibule, and garage door entries with glazing on the front and rear elevations. The application was approved based on the conceptual elevations, and based on the testimony that permanent enclosed tennis structure would be prefabricated metal panels that matches the exterior of the clubhouse, roof materials would match the clubhouse, and that insulated panels and trapping on the interior would be used to mitigate any potential noise.

The revised elevations for the permanent enclosed tennis structure differ from the previous conceptual elevations in the following manner:

- The prefabricated panels are shown to have a vertical orientation and a consistent pattern across all elevations, as opposed to a horizontal orientation and varied patterns.
- The color scheme is a single color (pearl gray), with dark bronze trim, as opposed to the three-toned scheme associated with the varied panel patterns

and different massing elements previously proposed with the conceptual elevations.

- The garage entry on the front and rear elevation are solid material matching the main wall, as opposed to glazing and accent materials proposed with the conceptual elevations.
- The roof is proposed as “regal white,” as opposed to the gray previously proposed with the conceptual elevations (note: a similar roof style and color was shown on the clubhouse buildings).

Mr. Brewster noted the proposed changes impact previous approvals in two ways. First, aesthetically, it does not have the same quality of appearance. Secondly, it does not match the proposed clubhouse renovation and mid-century design aesthetic to the degree of the previous conceptual elevations.

However, the massing and scale of the building remains unchanged and meets all zoning and special use requirements. Further, the building is not a prominent building within the City when considering visibility from streets and public spaces, and the principal concern from adjacent residents through the process has been with regard to drainage and screening. If the Planning Commission determines that the proposed materials and conceptual design are acceptable in light of these considerations, staff recommends that additional vertical landscape elements be planted near the foundation and building perimeter to better screen the building from adjacent property and to help break down the scale and massing of the building when viewed from surrounding areas.

Patrick Lenahan asked for more information on the new material proposed. Tyler Holloman responded the material is *Insulated Metal Panel (IMP) product* that is more maintenance friendly. The surface is not smooth, but similar to that of an orange peel. It will be pearl gray in color with dark bronze trim.

Mr. Lenahan noted the late receipt of the elevations of the pickleball structure to the Commission and asked if the neighbors saw these elevations at the neighborhood meeting. Mr. Holloman replied they did not see them, but they were discussed as well as their location on the site plan.

Commission members had several questions on the height of the pickleball enclosure, noting conflicting numbers on the site plan and in the summary of the neighborhood meeting report. They sought clarification of the ceiling height vs. the roof height

Nancy Wallerstein noted the pickleball courts are to be used year-round and asked if heaters would be installed in the ceiling. Mr. Hulsing responded the indoor ceiling height will be fifteen feet as required for play. There are no heaters planned for the building at this time. Mrs. Wallerstein asked the height of the pickleball enclosure. Mr. Hulsing replied it would not exceed 30 feet at the highest pitch of the roof.

Mrs. Wallerstein asked the reason for the proposed change from horizontal panels to vertical panels. Mr. Hulsing replied that after a visit to see a similar installation at the University of Kansas, they liked the appearance of the vertical panels better. There are

also financial savings that will offset some of the costs of the proposed LED lighting for the courts to address the neighborhood concerns with lighting. Mrs. Wallerstein noted the proposed roof color has been changed to regal white, rather than the darker color similar to the clubhouse. Mr. Hulsing responded the roofing would not be visible from the ground and added the white color would produce far less heat for the court surface.

Jeffrey Valentino stated he had worked extensively with IMP products over the past few months and is impressed with the product. He noted the previously approved horizontal plan could be done using IMP. He would like to see them explore more options. Mr. Holloman replied they received bids from multiple companies with any vertical installation costing less than horizontal installations. Mr. Valentino felt the applicant went for the cheaper option and it is reflected in the design.

Dennis Hulsing noted the neighborhood concerns are with the lighting and landscaping and they have focused on those areas. With the proposed change they will have funding to offset the additional costs of LED directional lighting, which they plan to install, to address neighborhood concerns.

Mr. Breneman stated he was disappointed with the new building and asked if the color was brown or pearl gray. Mr. Holloman replied it will be pearl gray, the same color as the clubhouse which has not been painted yet and dark brown roof on the clubhouse and dark brown trim and gutters on the tennis building. Tennis building will be painted the same color but with a "regal white" roof and dark brown trim.

Mrs. Wallerstein noted the staff reports indicates the drainage retention has been resized. Mr. Holloman stated the retention is completely underground and not visible to the public.

Mrs. Wallerstein questioned if with the new materials, additional landscaping was needed. Chris Brewster responded if they can't break up the mass with material changes, staff recommends additional landscaping added around the foundation to do so.

Patrick Lenahan expressed concern that the neighbors truly understood the revised plan with the proposed change in materials, as they were not shown the new elevations and plans for the pickleball building, but were given a verbal conceptual explanation of the change.

Mrs. Wallerstein repeated her concerns with the "regal white" roofing. Mr. Holloman responded that the roofing material is the same as that on the clubhouse but with lighter color to keep the heat on the courts from becoming excessive in the summer.

Commission members confirmed the panels were insulated. Ms. Brown felt the roofline of the pickleball court needs to be looked at in relation to the clubhouse rather than the tennis courts. She shares Mr. Lenahan's concern with the clarity of the information presented to the neighbors regarding the height and visual changes of the proposed plan with respect to the pickleball building.

Dennis Hulsing noted most of the concerns expressed by the Commission were related to the structure over the pickleball courts and asked for the Commission to move forward on the other items seeking approval - the indoor tennis facility and the reconfiguration of the platform tennis court areas.

Chris Brewster advised the Commission that action could be taken on the two items requested with the approval of the structure covering the pickleball court being continued.

Mr. Hulsing replied they are willing to update the plans with more focus on the relation to the clubhouse as requested by Ms. Brown and Mr. Lenahan and hold another neighborhood meeting presenting detailed visual elevations with the exact ceiling height and pitch of the roofline. He stressed it is vital to their membership that they be allowed to continue with the indoor tennis facilities. They will add additional landscaping at the entrance of the tennis building and install the directional LED lighting.

Commission members offered suggestions on addressing some of their concerns with the height and pitch. Ms. Brown encouraged the application to upgrade the entry doors to the tennis structure with something more in line with the campus feel created by the clubhouse.

Gregory Wolf moved the Planning Commission approve PC2018-124 as it relates to everything but the pickleball structure, subject to the following conditions:

1. All conditions of the previously approved special use permit reviewed by the Planning Commission on May 1, 2018, and approved by the City Council on May 21, 2018 remain in effect.
2. All conditions of the previously approved site plan reviewed and approved by the Planning Commission on August 6, 2018 remain in effect with the exception of the following items specified in the amended site plan:
 - a. The platform tennis court footprint is expanded to the east and closer to the clubhouse to permit the relocation of the fourth platform tennis court.
 - b. The proposed materials, colors, and elevations for the enclosed tennis structure may be acceptable, provided the landscape plan is amended to include vertical landscape elements (evergreen and/or ornamental trees) at least every 20 to 30 feet around the foundation or perimeter of the building to support screening the structure from adjacent property and to help break up the massing of the building when viewed from surrounding areas. All other requirements for interior insulated panels and use of tarps to mitigate sound remain in place.
3. The applicant will be required to submit the contractor's final design of the detention basin, per the revised drainage study, to Public Works for review and approval prior to permits.
4. Entry glazing to be added to the tennis structure.
5. The applicant should take reasonable steps to minimize the reflectiveness of the roof.

The Commission further rejected the pickleball structure as submitted.

The motion was seconded by James Breneman and passed by a vote of 5 to 2 with Mr. Birkel and Mrs. Wallerstein voting in opposition.

OTHER BUSINESS

Consider 2019 Meeting and Submittal Schedule

The 2019 meeting and submittal schedule was reviewed by the Commission members with discussion on possibly changing the July 2nd meeting date to July 9th.

James Breneman moved the Planning Commission accept the 2019 Meeting and Submittal Schedule as presented and keep the July meeting on July 2. The motion was seconded by Patrick Lenahan and passed unanimously.

Recognition of Commission Secretary

Commission Secretary Joyce Hagen Mundy was recognized for her 31 years of service to the Commission and congratulated on her upcoming retirement.

NEXT MEETING

The filing deadline for the January 8th meeting is Friday, December 7th. No applications have been filed to date; however, staff anticipates a tower application and another lot split at Mission Chateau.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 8:10 p.m.

Nancy Wallerstein
Chair



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: December 28, 2018 (amended January 9, 2019)

TO: Mayor Wassmer
Mayor-Elect Mikkelson
City Council

FROM: Wes Jordan *WJ*

SUBJECT: JANUARY PLAN OF ACTION

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

- City Attorney Interview Process - Alley/Wes (01/19)
- Local Government Day in Topeka - Alley (01/19)
- Council Presentation/Codes Review - Jamie (01/19)
- Council President Agenda Item - Wes (01/19)
- All Hazards Training/New Employees - Capt. Roberson (01/19)
- State-Enacted CMB License Changes - Alley (01/19)
- Council Work Session - Alley/Wes (01/19)
- Committee Assignments - Adam/Mayor/Wes (01/19)
- Committee Appointments - Staff/Mayor (01/19)
- Mayor Transition Planning - Staff (01/19)
- Receptionist Hiring Process - Alley (01/19)
- Create NDO Claim Form - Jamie (01/19)
- Comprehensive Plan Phase 1 Presentations - Chris/Jamie (01/19)
- Bulk Item Mapping Change - Jamie (01/19)
- Update SAM (System Award Management) Registration - Wes (01/19)
- Annual Health Risk Assessments - Amy (01/19)
- Skate Park RFP - Keith/Melissa (01/19)
- Update Banking Signatures - Lisa (01/19)

In Progress

- 4th Quarter Council Priority List - Wes (12/18)
- New Employee Training - Alley/Meghan/Joyce (12/18)
- PD Co-Responder Contract - Chief (12/18)
- Shaffer Park Renaming - Staff (12/18)
- State of the Cities - Staff/Mayor (12/18)
- Legislative Platform - Alley (11/18)
- Exterior Grant Update - Alley/Jamie (11/18)

In Progress cont'd

- 2019 JOCO Park Programming - Alley (11/18)
- Merriam Pool Closure/Super Pass Amendment - Alley (10/18)
- Automated Banking - Lisa (09/18)
- Campus Lighting - Keith/Wes (09/18)
- Human Resource Center Support - Amy/Wes (08/18)
- New Statue Location/Foundation/Easement - Alley/Keith (07/18)
- Personnel Policy Updates - Amy (07/18)
- Water Tower Update Agreement - Keith (07/18)
- 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 - Ashley (02/18)
- Organization of City Records/Contracts - Adam (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

- Update SAM Registration - Wes (01/19)
- Create NDO Claim Form - Jamie (01/19)
- Annual Applications for Committees - Staff (11/18)
- Year-End Budget Expenditure Review - Lisa/Dept. Heads (11/18)
- Zoning Regulations and Website Updates for New Design Standards - Jamie (10/18)
- Village Voice Articles - Meghan/Staff (12/18)
- RFQ/City Attorney Services - Alley/Wes (10/18)
- ADA Compliant Park Equipment - Keith/Melissa/Wes (09/18)
- CID Annual Update - Jamie (10/18)
- ATA Transit Stop/Meadowbrook [Funds paid to JOCO] - Keith/Wes (10/18)
- Nondiscrimination Ordinance - Mr. Poling/Staff (09/18)
- Meadowbrook Project Schedule - Katie/Jeff White/Lisa (01/18)
- 2019 Insurance Renewals - midpoint evaluation - Lisa/Wes (12/18)
- UCS Council Presentation - Lisa (12/18)
- NDO Postcard Mailer - Alley (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)
- Annual meeting with State/Federal Legislators - Alley/Wes (12/18)

**Council Members
Mark Your Calendars
January 14, 2019**

January, 2019	Juried Photography Exhibit in the R.G. Endres Gallery
January 11	Artist Reception in the R.G. Endres Gallery
January 14	City Council Meeting
January 21	City Offices closed for Martin Luther King, Jr. Holiday
January 22 (Tues)	City Council Meeting
January 23	Local Government Day in Topeka
January 31	State of the Cities Addresses

February, 2019	Featured Artists: Shelby Pinderville, Kathleen Kirch, Jason Wagner
February 4	City Council Meeting
February 8	Artist Reception in the R.G. Endres Gallery
February 18	Presidents Day (Observed) - Offices closed
February 19 (Tues)	City Council Meeting