

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, February 04, 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 Ceremony for New Officers

**VII. PUBLIC PARTICIPATION**

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

**VIII. CONSENT AGENDA**

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

By Staff

1. Approve the regular City Council meeting minutes - January 22, 2019
2. Approval of expenditure ordinance #2974
3. Approve the memorandum of understanding between Johnson County and the cities of Leawood and Mission Hills for the Mental Health Co-Responder Program
4. Approve the use agreement with Water District No. 1 for the continued operation and maintenance of the parking lot on the Delmar Water Tower site
5. Approve the naming of the new public park at W. 67th and Roe Avenue as "Wassmer Park" in accordance with Council Policy 501
6. Approve the Learn to Swim and Day Camp agreements with Johnson County Park and Recreation District

**IX. COMMITTEE REPORTS**

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2019-11 Consider appointment of David E. Waters with Lathrop Gage, LLP as  
City Attorney  
Mayor Eric Mikkelson

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

2018 Code enforcement annual update  
Jamie Robichaud

Overview of the 2018 Exterior Grant Program  
Jamie Robichaud

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](mailto:cityclerk@pvkansas.com)**



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
January 22, 2019**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 22, 2019, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Interim City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator and Alley Porter, Assistant City Administrator.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mayor Mikkelson noted that due to the weather, the *Overview of the 2018 Exterior Grant Program* and the *2018 Code Enforcement Annual Update* agenda items would be removed and placed on the February 4, 2019 agenda. Terrence Gallagher made a motion to approve the agenda for January 22, 2019 as presented. The motion passed unanimously.

**INTRODUCTION OF STUDENTS & SCOUTS**

No students or scouts were in attendance.

**PUBLIC PARTICIPATION**

With no one present to address the City Council, public participation was closed at 6:04 p.m.

**CONSENT AGENDA**

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

Jori Nelson moved for the approval of the Consent Agenda of January 22, 2019.

1. Approve the regular City Council meeting minutes - January 14, 2019
2. Approve 2019 recreation fees
3. Approve changes to field reservation policy
4. Approve Ordinance 2377A: amending the MCI Metro/Verizon



**Telecommunications franchise agreement**

- 5. Approve the agreement with the Mid-America Regional Council (MARC) for funding operations of Operation Green Light Traffic Control Systems (OGL) in Prairie Village for 2019 and 2020.**

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

**COMMITTEE REPORTS**

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

**MAYOR’S REPORT**

- Mayor Mikkelson reported that an outgoing reception was held for former Mayor Wassmer at the Kessler Residences at Meadowbrook, and thanked those who attended.
- City Attorney interviews have been completed, and the new city attorney will be announced at the February 4<sup>th</sup> Council meeting.
- The Mayor attended a meeting of Northeast Johnson County Mayors, which focused primarily on recent power outages in the area. A meeting with KCP&L will be held in the coming weeks to address this issue.
- Council Committee assignments will be completed before the end of the week, and will take effect February 1<sup>st</sup>.
- The Mayor attended a DARE graduation at St. Ann’s School with members of the police department.
- Local Government Day will be held January 23<sup>rd</sup> in Topeka, weather permitting.
- Going forward, roll call votes will be called in a rotating order, ensuring that councilmembers are not always in the same position in the voting order.

**STAFF REPORTS**

**Public Safety**

- Chief Schwartzkopf noted that the police department was invited to a Martin Luther King, Jr., dinner sponsored by the local chapter of the NAACP. Prairie Village Police staff have been attending the event for over 10 years. The Chief and two captains attended this year, as did representatives from several other regional police departments.

**Public Works**

- Keith Bredehoeft reported that crews would report to work at 7:00 p.m. to prepare for the impending winter storm.
- Storm debris pickup is underway. Updates will be made and shared on the city website regularly. A decision will be made on whether a secondary pass is necessary after the first round is completed.



### **Administration**

There were no administrative staff reports to come before the City Council.

### **OLD BUSINESS**

Dan Runion asked about bids that had been requested for concrete work for the skate park and performance pad. The scope of the bid treated each project separately; Mr. Runion asked if the two could be included in the same bid.

Keith Bredehoeft stated that an RFP had been issued for skate park companies to bid for design. The bid includes both the skate park and a separate pad for the performance area. Discussion will be held about all of the bids before the scope is determined.

Sheila Myers asked whether the skate park would have to remain in its current position if the performance pad is built. Mr. Bredehoeft indicated that the Council can make changes to the design at any time in process. Jori Nelson noted that she would like to know the cost difference between doing both the skate park and performance pad together or separately. Mr. Bredehoeft stated \$100,000 was added to the budget to pay for the pad. More information will be brought to council later this year to review the CIP budget.

### **NEW BUSINESS**

**COU2019-07 Consider approval of the design agreement with Affinis Corp for the design of the 2019 drainage program.**

Mr. Bredehoeft reported that each year, Public Works implements a drainage repair program. Affinis is the current consultant for these projects, and was hired by the City in 2017 under a three-year contract. Three areas are being focused on for 2019:

1. A culvert on 71<sup>st</sup> Street east of Mission Road requires replacement
2. Pipes will be replaced along State Line Road
3. Inlets will be added at 87<sup>th</sup> and Catalina to address standing water

**Chad Herring made a motion to approve COU2019-07 as presented. The motion was seconded by Tucker Poling, and passed unanimously.**

**COU2019-08 Consider approval of the design agreement with Affinis Corp. for the bike/ped implementation plan**

Mr. Bredehoeft shared that a bike and pedestrian plan was approved by the Council in May, 2018. There are two bike systems that are a part of the plan. The first system is on residential and “higher-level” streets. A trail system is the other component of the bike route. From Meadowbrook Park, an eight-foot wide trail system connects to the Village Shops. A route still needs to be added from the Village Shops to 67<sup>th</sup> and Nall.



Mr. Bredehoeft added that the Council had approved the plan for \$75,000 in May, 2018. Affinis will help determine how to begin implementing the project over the next several years.

**Chad Herring made a motion to approve COU2019-08. The motion was seconded by Tucker Poling, and passed unanimously.**

**COU2019-09 Consider approval of the construction contract with Essary Plumbing for emergency storm pipe replacement on Village Drive**

Mr. Bredehoeft stated that a home rebuild project on Village Drive had caused damage to a storm sewer pipe. Public Works staff worked with the builder to develop a plan when it was determined that the entire length of the pipe across the property needed to be replaced. A compromise was made in which the builder would replace 20 feet of the pipe that was damaged, and the City would pay to replace the remainder of the pipe.

**Tucker Poling made a motion to approve COU2019-09. The motion was seconded by Chad Herring, and passed unanimously.**

**Sheila Myers moved the City Council go into the Council Committee of the Whole portion of the meeting. The motion passed unanimously.**

**COUNCIL COMMITTEE OF THE WHOLE**

Terrence Gallagher reminded the Council that two items had been removed due to weather concerns.

**COU2019-10 Consider formally naming the new public park at West 67<sup>th</sup> and Roe Avenue as “Wassmer Park” in accordance with council policy 501**

Mayor Mikkelson recommended that the new park located at 67<sup>th</sup> and Roe should be named after former Mayor Laura Wassmer. Council Policy 501 states that any mayor that completes at least one term will have the next available park named after him or her. The Mayor noted that staff will be purchasing signs for the new park soon, so in order to save money and avoid buying two sets of signs, the park should be renamed now.

Mr. Gallagher added that this vote is for naming only, and not a discussion of the park naming policy.

**Sheila Myers made a motion to approve COU2019-10. The motion was seconded by Serena Schermoly, and passed unanimously.**



**Discuss draft ordinance (Chapter 11, Article 16) regulating the use of Unmanned Aerial Vehicles (UAVs)**

David Waters reviewed a draft ordinance to regulate the use of unmanned aerial vehicles. The proposed ordinance language is based on direction received from the Council after an original draft was presented during the summer of 2018.

Tucker Poling noted that the definition of “hobby or recreational purposes” in section 11-1601B is too narrow. Mr. Poling suggested deleting the existing language and replacing it with a definition stating that it is “a pursuit not for business purposes and not for compensation or hire.” Chad Herring asked that a definition of what qualifies as commercial use be included as well.

Mr. Herring asked whether it would be possible to ensure the City is alerted when a commercial drone is used at an open-air event venue, as described in section 11-1602B.

City staff, along with attorneys and the prosecutor, will work to develop language regarding violations and enforcement for section 11-1605.

**Chad Herring moved to authorize staff to proceed with the development of the ordinance with suggested changes and present it to the Committee of the Whole at a future meeting. The motion was seconded by Jori Nelson, and passed by a vote of 6 to 4 with Mrs. Schermoly, Mrs. Morehead, Mr. Runion and Mrs. McFadden voting in opposition.**

**ANNOUNCEMENTS**

Announcements were included in the Council packet.

**ADJOURNMENT**

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

Adam Geffert  
City Clerk

## CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 22, 2019

Copy of Ordinance  
2974

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

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
18453	12/4/2018	215.00	
18454-18467	12/7/2018	55,270.20	
18481-18567	12/14/2018	140,950.47	
18568	12/17/2018	150.00	
18569	12/21/2018	251.42	
Payroll Expenditures			
12/7/2018		316,245.38	
12/21/2018		315,082.81	
Electronic Payments			
Electronic Pmnts	12/1/2018	1,759.53	
	12/4/2018	19,230.18	
	12/7/2018	1,110.98	
	12/10/2018	20,679.73	
	12/11/2018	556.94	
	12/21/2018	4,008.81	
	12/28/2018	29,200.92	
<b>TOTAL EXPENDITURES:</b>			<b>904,712.37</b>
Voided Checks			
Council \$1 Checks	Check #	( Amount )	
Stop Stick Ltd	18468-18480	(13.00)	
	18556	(367.00)	
<b>TOTAL VOIDED CHECKS:</b>			<b>(380.00)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>904,332.37</b>

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

Passed this 22nd day of January 2019.

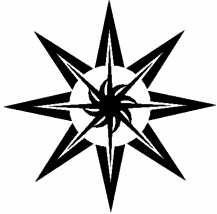
Signed or Approved this 22nd day of January 2019

(SEAL)

ATTEST: *Julding J. Host, Jr.*  
City Treasurer

ATTEST: *[Signature]* 1.18.19  
Finance Director





## POLICE DEPARTMENT

Council Meeting Date: February 4<sup>th</sup>, 2019

### CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH JOHNSON COUNTY AND THE CITIES OF LEAWOOD AND MISSION HILLS FOR THE MENTAL HEALTH CO-RESPONDER PROGRAM.

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#### RECOMMENDATION

Staff recommends the approval of the memorandum of understanding between Johnson County and the cities of Leawood and Mission Hills for the Mental Health Co-Responder Program.

COUNCIL ACTION REQUESTED ON:

February 4<sup>th</sup>, 2019

#### SUGGESTED MOTION

Motion to approve the memorandum of understanding between Johnson County and the Cities of Leawood and Mission Hills.

#### BACKGROUND

Over the last year, the Police Department shared a Mental Health Co Responder with the other Northeast Cities in Johnson county. In an effort to provide better service to residents who have mental health conditions, their families, and law enforcement, it was decided to reduce the amount of cities who shared this resource. After discussions Johnson County, Leawood, and Mission Hills, it was apparent that one Co Responder for these three cities would be a better model and provide better service to our Community. (Note: the other NE Johnson County Cities will share their own Co Responder.)

The memorandum of understanding has been reviewed and approved by the City Attorney.

The 2019 budget for the Mental Health Co-Responder is \$83,993.90 with cost sharing for each City based on population data: Leawood is 57% (\$47,876.53), Prairie Village is 37% (\$31,077.74) and Mission Hills is 6% (\$5,039.63). As in the past, Prairie Village will fund 80% of this program through the Special Alcohol Fund and 20% through the Police Department operating budget.

#### FUNDING SOURCE

Special Alcohol Tax Fund (80%)  
Community Services Contract Services (20%)

#### ATTACHMENTS

1. Memorandum of Understanding

#### PREPARED BY

Tim M. Schwartzkopf  
Chief of Police

Date: January 23, 2019

**JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER PROJECT  
COOPERATIVE MEMORANDUM OF UNDERSTANDING**

**I. Purpose.**

A. This Cooperative Memorandum of Understanding (“**MOU**”) is a proposed collaborative effort by and among the City of Leawood, Kansas (“**Leawood**”), the City of Prairie Village, Kansas (“**Prairie Village**”), and the City of Mission Hills, Kansas (“**Mission Hills**”) (Leawood, Prairie Village, and Mission Hills may be referred to herein individually as a “**City**” and collectively as the “**Cities**”), and the Board of County Commissioners of Johnson County, Kansas (the “**County**”), to address potential mental health and co-occurring substance use disorder issues in our jurisdictions by sharing resources and expenses to fund a shared co-responder position dedicated to the Cities (herein referred to as the “**Project**”).

B. The purpose of the Project is to find ways that the mental health and criminal justice systems of Johnson County, specifically within the Cities, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.

C. The purpose of this MOU is to:

1. Delineate the responsibilities of the parties to the Project;
2. Maximize interagency cooperation; and
3. Formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

**II. Parties.**

The participating entities in the Project and this MOU are:

- A. the County, through the Johnson County Mental Health Center (“**JCMHC**”);
- B. Leawood, through the Leawood Police Department;
- C. Prairie Village, through the Prairie Village Police Department; and
- D. Mission Hills, through the Prairie Village Police Department.

The County and the Cities are collectively referred to herein as the “**Parties**” or individually as a “**Party**”.

**III. Organizational Structure, Control and Responsibilities.**

**A. Organizational Structure.**

1. The oversight of the Project will be cooperatively provided by the Parties.

2. Each Party will designate one individual to be that Party's point of contact. These points of contact will make up the Project Leadership Team.

3. The Parties will facilitate meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues, as needed.

**B. Roles and Responsibilities of the Parties.**

1. The County, through JCMHC, will hire, employ and supervise one Qualified Mental Health Professional (the "**Co-Responder**") as part of the Project.

2. The County and JCMHC expressly represent and warrant to each City that the Co-Responder is not and shall not be construed to be an employee of any City and that the status of the Co-Responder is that of an independent contractor for the Cities for which the County is solely responsible for Co-Responder's actions and inactions. The County also agrees that neither it, nor the Co-Responder may enter into contracts or agreements on behalf of any City or to otherwise create obligations of any City to third parties.

3. The Cities will participate in the interview and hiring process with JCMHC, though JCMHC will retain the ultimate decision-making authority regarding the hiring and employment of the Co-Responder(s), except that a City may reject a Co-Responder candidate based upon the failure of any pre-employment polygraph examination or upon criminal behavior revealed in conjunction with such examination or background check, or based upon other legitimate business reasons; provided, however, that any such rejection of the candidate under the provisions of this Section B.3 is not otherwise prohibited by law.

4. JCMHC shall provide the Co-Responder with a vehicle and cell phone for the Co-Responder's use in his/her Project duties.

5. The Co-Responder will work in cooperation with the Cities to assist the Cities with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.

6. The Co-Responder will report to JCMHC for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The Co-Responder will coordinate with each City with regard to respective case-specific work assignments.

7. It shall be the joint responsibility of JCMHC and the Co-Responder to regularly and in a timely manner inform the Cities of scheduled vacation, training, annual leave, or sick leave. The Co-Responder will observe holidays as set by the County. When the Co-Responder is on leave for any reason, back-up coverage will not be provided.

8. The Co-Responder shall be subject to the personnel policies and procedures of JCMHC. To the extent they are not in conflict with JCMHC policies, each City's personnel policies shall also apply to the Co-Responder when he/she is working in or coordinating with that particular City. It shall be the responsibility of each individual City to inform or train the Co-Responder on the personnel policies applicable to him/her. Performance

appraisals will be handled by JCMHC, except that the Cities will be given the opportunity to provide written comments for discretionary use by JCMHC in the appraisal process.

9. Leawood shall serve as host site for the Project and will provide an office designated for the use of the Co-Responder. In addition to the office at the Leawood Police Department, the Co-Responder shall be provided a designated work space or office, as available, in Prairie Village.

10. Leawood will provide the Co-Responder with a portable police radio. JCMHC will provide him/her a laptop computer and any other equipment necessary to fulfill Project duties.

11. The Co-Responder position will be a salaried exempt position which will work full-time (40 hours per week, 5 days per week), allocating work time between the Cities as calls for service and workload requires.

12. The Cities shall reimburse JCMHC for the Co-Responder personnel costs incurred by JCMHC including, but not limited to, salary, retirement, expenses, disability, and all other employment-related benefits incident to the Co-Responder's employment with JCMHC within the limits of the Project Budget Addendum, attached hereto and incorporated herein by reference (the "**Addendum**"). JCMHC will invoice each City its pro rata share on a quarterly basis in accordance with the Addendum.

13. As law enforcement officers respond to the scene of a call and it is determined that assistance of the Co-Responder will aide in the disposition of the call, the responding officer will work jointly with the Co-Responder, either directly or through dispatch.

14. The Co-Responder's time will be shared among and between the Cities. It is the intent of the Parties that the shared time will be reasonably equal to the percentages shown on the attached Addendum. The Parties shall meet regularly to determine the appropriate scheduling. However, the Cities shall work cooperatively in this regard and if a City to which the Co-Responder is not assigned at the particular time has a situation which would benefit from Co-Responder assistance, that City shall contact the Co-Responder and request assistance as available.

15. Co-Responder training shall be provided by JCMHC including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the Cities.

16. The Cities will provide training to the Co-Responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the Co-Responder, situational awareness training, and information security training and credentialing as required by Criminal Justice Information System (CJIS) and Kansas Criminal Justice Information System (KCJIS).

17. In the event that the Co-Responder is on leave and/or busy on another case, the Cities may employ the traditional process for requesting JCMHC services as needed.

18. If the Co-Responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the Cities, the Co-Responder is to first present such concerns to his/her immediate JCMHC supervisor who may, in turn, pursue discussions with the respective City. However, it is permissible and encouraged for the Co-Responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.

19. In any instance in which the Co-Responder, in the judgment of a City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify JCMHC, in writing, of the details of the alleged misconduct or failure. JCMHC shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the Co-Responder, after discussion with the Project Leadership Team, as deemed appropriate.

20. Should the Project be terminated for any reason, JCMHC is solely responsible for any and all decisions as to whether to continue to employ the Co-Responder. The Co-Responder shall have no recourse against any City for any employment decision(s) made by JCMHC, including termination of the Project or termination of the Co-Responder.

21. Equipment and other tangible property provided to the Co-Responder by any City as part of the Project will remain property of the respective City and must be returned to the respective City immediately upon termination of the Co-Responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.

22. The Co-Responder shall, to the extent practical, keep a general account of time spent working for each City, including types of activities, police calls, and training.

**C. Legal Status.**

This MOU is authorized by K.S.A. 12-2908 as a contract between municipalities to perform governmental services or activities, is not an interlocal agreement as contemplated by K.S.A. 12-2901 *et seq.*; and does not create a new or separate legal entity. Each Party shall be responsible for the actions and responsibilities arising under this MOU of its respective employees.

**D. Confidentiality; Inquiries.**

1. The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.

2. As a general rule, all outside inquiries regarding the Project shall be directed to the respective Public Information Officer representing the involved City. Any inquiries involving mental health case supervision issues shall be directed to JCMHC.

**IV. Effective Date, Duration, Termination, Insurance and Funding.**

- A. This MOU shall become effective upon execution by all Parties.
- B. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- C. The term of this MOU is for the duration of the Project.
- D. Any Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Parties at least sixty (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to and including the last date of its participation, regardless of the use of the Co-Responder. Notice of termination shall be delivered to the Project Leadership Team. If one City terminates its relationship to the Project, then the County and the remaining Cities may agree to continue the Project under this MOU by amending the pro rata shares in the Addendum, renegotiate this MOU, or terminate the MOU.
- E. Insurance – The Parties shall each carry and maintain in force for the duration of the Project insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:
  - 1. All Parties shall carry Commercial General Liability
    - a. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
    - b. \$2,000,000 annual aggregateCoverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability.
  - 2. All Parties shall carry Commercial Automobile Liability - \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per accident covering all owned, non-owned, and hired vehicles. Provided, however, it is understood and agreed by the Parties that the JCMHC provided vehicle shall be covered primarily by the County’s automobile liability self-insurance and insurance program.
  - 3. The County shall carry Professional Liability
    - a. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
    - b. \$3,000,000 annual aggregate
  - 4. Cities shall carry Law Enforcement Liability
    - a. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
    - b. \$2,000,000 annual aggregate
  - 5. As respects each Party’s employees:
    - a. Statutory Workers’ Compensation
    - b. Employer's Liability:
      - i. Bodily Injury by Accident \$500,000 Each Accident:
      - ii. Bodily Injury by Disease \$500,000 Policy Limit

iii. Bodily Injury by Disease \$500,000 Each Employee  
Provided, however, it is understood and agreed by the Parties that the Co-Responder shall be covered primarily by the JCMHC Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.

Upon request, each Party shall furnish the other Parties with Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this MOU. Certificate Holders shall be the Parties as shown on attached **Exhibit A**.

Prior to cancellation or non-renewal, each Party agrees that it or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change. Renewal certificate(s) of insurance shall be provided by the Parties within ten (10) business days of insurance renewals.

F. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the Cities are obligated only to pay expenditures as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during that City's current budget year; or (b) funds made available from any lawfully operated revenue producing source.

G. This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors.

**[Remainder of page intentionally left blank. Signature pages follow.]**

IN WITNESS WHEREOF, the County has duly executed this MOU pursuant to all requisite authorizations as of the date identified below.

**JOHNSON COUNTY MENTAL HEALTH**

By: \_\_\_\_\_  
Tim DeWeese, Mental Health Director

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



IN WITNESS WHEREOF, Leawood has duly executed this MOU pursuant to all requisite authorizations as of the date identified below.

**CITY OF LEAWOOD, KANSAS**

By: \_\_\_\_\_  
Peggy Dunn, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Debra Harper, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Patricia A. Bennett, City Attorney

IN WITNESS WHEREOF, Prairie Village has duly executed this MOU pursuant to all requisite authorizations as of the date identified below.

**CITY OF PRAIRIE VILLAGE, KANSAS**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David E. Waters, City Attorney

IN WITNESS WHEREOF, Mission Hills has duly executed this MOU pursuant to all requisite authorizations as of the date identified below.

**CITY OF MISSION HILLS, KANSAS**

By: \_\_\_\_\_  
David W. Dickey, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Meghan Woolbright, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Anna Krstulic, City Attorney

**ADDENDUM**

**PROJECT BUDGET**

The total annual cost for the Project shall not exceed \$83,993.90, except for overtime approved in advance by each City's point of contact, as approved in each City's budget. JCMHC shall invoice each City on a quarterly basis according to its pro rata share, determined by population, as follows:

<b>City</b>	<b>Percent</b>	<b>Annual Share of Cost</b>
Leawood	57%	\$47,876.53
Prairie Village	37%	\$31,077.74
Mission Hills	6%	\$5,039.63

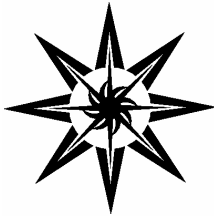
**EXHIBIT A**

Board of County Commissioners and JCMHC  
Johnson County, Kansas  
c/o Risk Manager  
111 South Cherry Street, Suite 2400  
Olathe, Kansas 66061-3486

City of Leawood, Kansas  
4800 Town Center Drive  
Leawood, Kansas 66211

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

City of Mission Hills, Kansas  
6300 State Line Road  
Mission Hills, Kansas 66208



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: February 4, 2019

### CONSIDER UPDATE TO USE AGREEMENT WITH WATER DISTRICT NO. 1 FOR THE USE OF PROPERTY ON THE DELMAR WATER TOWER SITE

#### RECOMMENDATION

Move to approve the use agreement with Water District No. 1 for the continued operation and maintenance of the parking lot on the Delmar Water Tower site.

#### BACKGROUND

Water District No. 1 (WaterOne) and the City of Prairie Village have been operating under a 1974 letter agreement for joint use of the Delmar Water Tower site. This site is owned solely by WaterOne and the City's parking lot was installed under this 1974 agreement for maintenance and operation.

The fundamentals of the agreement are the same; WaterOne is giving the City permission to occupy, operate, maintain, and repair the public parking and roadway that has been constructed on the Delmar Water Tower site. WaterOne, as the property owner, has the right to restrict or limit parking while they complete maintenance activities or repairs and they will restore any damage to the parking lot or roadway that may occur.

The new agreement does allow for the City to be granted the right of first refusal should WaterOne intend to sell the property.

#### ATTACHMENTS

1. Water One Letter Agreement May 6, 1974
2. Use Agreement

#### PREPARED BY

Melissa Prenger, Sr. Project Manager

January 29, 2019



WATER DISTRICT NO. 1 OF JOHNSON COUNTY  
SERVING NORTHEAST JOHNSON COUNTY  
5930 BEVERLY ST. - MISSION, KANSAS 66202

TELEPHONE: AREA CODE 913  
RANDOLPH 2-3000

May 6, 1974

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

Attention: William E. Franklin,  
Mayor

Gentlemen:

I have the approval and authorization of the Water District Board to enter into an appropriate and satisfactory agreement with the City of Prairie Village in Johnson County, State of Kansas, authorizing and extending the privilege to the City to use a portion of the surface area of the land of the Water District at the Delmar Elevated Water Storage Tank at 78th and Delmar Streets in the City of Prairie Village as a motor vehicle parking area in connection with the operation of the City Park adjacent thereto subject to a minimum of ninety (90) days' written notice of cancellation as circumstances pertaining to the Water District should require under terms and conditions as follows:

THE CITY AGREES:

1. The City shall provide the Water District with detail plans of the automotive vehicle parking area for approval by the District before the beginning of any construction, all to be within the area of land designated on the Exhibit Drawing attached hereto and made a part hereof.
2. The City shall protect the elevated water tank drain line while constructing the automotive vehicle parking area.
3. The City shall make adequate provisions to prevent automobiles being driven into or backed into the fence around the elevated tank.

City of Prairie Village, May 6, 1974, #2.

4. The driving of vehicles, including motorcycles and motor bikes, over the land will not be permitted except to enter upon the land for purpose of parking and to exit from the land following parking.
5. The Water District shall have the right to restrict or limit parking on the site at such time as the District may be repairing, painting or in any way maintaining the elevated water tank or repairing or replacing pipe lines appurtenant thereto.
6. The City shall maintain the entire property area, including the care of grass and shrubs, of the District outside of the fenced area around the elevated water tank.
7. There will be no picnic facilities or playground equipment of any nature on the land area used by the City pursuant hereto.
8. The City shall have the sole responsibility of determining approval or disapproval and any necessary reconciliation thereof of residential property owners within two hundred feet (200') of either boundary of said land area for the establishment of a motor vehicle parking area in connection with the operation of the City Park adjacent thereto as provided herein.
9. If at anytime the use of the area as provided in this Letter Agreement is terminated by either party, the City shall remove all asphalt and other surface course and base material and then fill and resod the area.

**THE WATER DISTRICT AGREES:**

1. That it will provide and distribute chemicals for weed control under item 6 of the Agreement of the City as stated above.

In addition to the requirements as related above, the



City of Prairie Village, May 6, 1974, #3.

City of Prairie Village will hold the Water District harmless from any public, personal or private liability by providing proper insurance in such amounts of coverage as approved by and agreeable to the Water District, and that the premium cost of such insurance shall be the responsibility of and paid by the City of Prairie Village.

The Water District does not presently or in the foreseeable future propose to use said land area other than to repair and maintain the existing elevated water tank structure and pipe lines appurtenant thereto.

The prior letter agreement of the City of Prairie Village with the Water District dated December 28, 1972, is hereby cancelled and revoked.

This Letter Agreement as hereinbefore set forth is submitted for the approval and proper authorization by the City of Prairie Village to be effected by the appropriate signatures for and in behalf of the City of Prairie Village as provided.

Very truly yours,



R. L. Chandler,  
Manager of Production and Distribution

ACKNOWLEDGED, ACCEPTED AND AGREED:

CITY OF PRAIRIE VILLAGE,  
JOHNSON COUNTY IN KANSAS

By William E. Franklin  
William E. Franklin,  
Mayor

ATTEST:

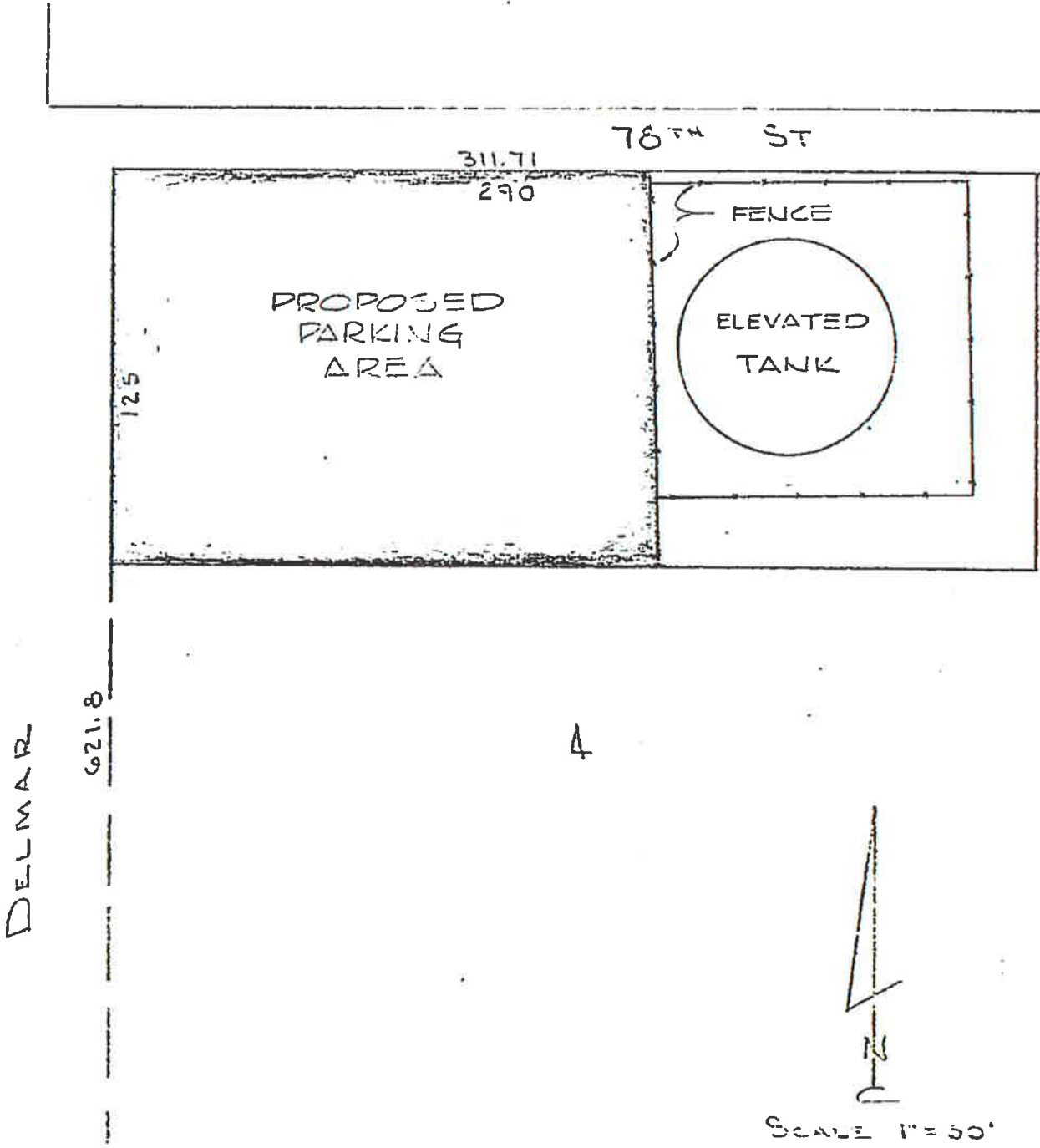
Alice Meyer  
Alice Meyer, City Clerk

Dated: May 20, 1974

EXHIBIT DRAWING

LAND PLAT 0.332 Acres, More or Less.

Description: West 290 feet of North 125 feet of Lot 4, Jarboe View, Johnson County  
Address: 7301 Delmar  
Use: Elevated Tank



**USE AGREEMENT AND RIGHT OF FIRST REFUSAL**

**THIS USE AGREEMENT AND RIGHT OF FIRST REFUSAL** is made by and between WATER DISTRICT NO. 1 of JOHNSON COUNTY, a quasi-municipal corporation of the State of Kansas, hereinafter called the "WaterOne," and the CITY OF PRAIRIE VILLAGE, a municipal corporation of the State of Kansas, hereinafter called the "City".

**WITNESSETH** that:

**WHEREAS**, WaterOne is the owner of the Delmar Water Tower site at 7801 Delmar, Prairie Village, Kansas, 66208, which site includes a parking lot installed and maintained by the City; and

**WHEREAS**, the parties have been operating under a 1974 letter agreement and now desire to replace the letter agreement and enter into this Use Agreement ("Agreement") governing the continued operation and maintenance of the parking lot and surrounding area upon the property;

**NOW, THEREFORE**, it is AGREED by and between WaterOne and the City as follows:

1. This Agreement is intended to govern the City's permitted use of the property located at 7801 Delmar, within the City of Prairie Village, Kansas, 66208, consisting of Johnson County Parcel Nos. OP18000000 0004 and OP18000000 0004A (hereinafter collectively called the "Property"), and the parking lot installed and maintained by the City on the Property (hereinafter "Parking Lot") for parking purposes, and the roadway installed and maintained by the City (hereinafter "Roadway") for access, ingress and egress purposes. WaterOne, as owner of the Property, hereby gives the City permission and license to continue to occupy, operate, maintain, and repair for public parking and recreational use purposes as hereinafter limited, the area within the site that is generally west of WaterOne's existing wooden and chain link fences for the Parking Lot. WaterOne further hereby gives the City permission and license to continue to occupy, operating, maintain, and repair for access, ingress and egress, the Roadway as the same is presently constructed north of the parking lot and the water tower located on the Property. The portion to be so used by the City is indicated by the hatched area on the attached and incorporated map labeled Exhibit A.
2. This Agreement is formed with the mutual understanding that the Parking Lot and the Roadway located on the Property is to be made available and open to the public for parking and occasional recreational purposes in accordance to K.S.A Chapter 58, Article 32, and for access, ingress and egress. The City agrees not to charge an admission price, fee, or consideration to any person or persons in return for invitation or permission to enter or go onto the Parking Lot for parking purposes or the Roadway for access purposes. The City further agrees to not willfully or maliciously fail to guard or warn against a dangerous condition, use, structure, or activity upon the Parking Lot.
3. WaterOne may complete, repair, or replace fencing at any time along the existing demarcation around the water tower and may complete routine maintenance to the area surrounding cellular equipment on the Property. After WaterOne has finished using the area, WaterOne will repair any damages that occurred to the Parking Lot or the Roadway, and restore any lawn areas.
4. WaterOne shall have the right to restrict or limit parking on the site at such time as WaterOne may complete routine maintenance or repairs to the water tower or repairing or replacing pipelines appurtenant thereto upon thirty (30) days' notice to the City; provided, that closure of the Roadway shall require the prior approval of the City, unless the closure is for maintenance of or repairs to the

Roadway. After WaterOne has finished using the area, WaterOne will repair any damages that occurred to the Parking Lot or the Roadway, and restore any law areas.

5. No additional equipment, structures or facilities shall be installed, placed or maintained on the Parking Lot without additional prior approval by WaterOne. No barriers, fences, construction, or other physical obstruction shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic on the Roadway or the Parking Lot.
6. The City will use the Parking Lot only as a parking lot. The City shall be exclusively responsible for the operation, supervision, policing, sanitation, repair and maintenance of the Parking Lot and any surrounding landscaping on the Property. The City agrees to keep all approved equipment and facilities in good repair and appearance, the grounds free of weeds, litter and trash, and the grass mowed. The City's lawn maintenance shall include the duty of due care with the use of pesticides, herbicides or any other chemicals used around the Parking Lot.
7. The City agrees to, indemnify, defend and hold WaterOne harmless from all demands, claims, suits and judgments arising from activities related to the City's use of the site. This indemnification is subject to the limitations and provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* This Agreement to indemnify shall not run in favor of or inure to the benefit of any liability insurer or third party. For damages, losses or liability arising under the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, such indemnification, hold harmless and defense shall be limited by operation of K.S.A. 75-6105 and amendments thereto, and construction thereof by the courts of the State of Kansas. In conjunction with this covenant the City will cause to be insured the following risks for protection of both the City and WaterOne with insurers acceptable to WaterOne and evidencing coverages in the following minimum amounts by certificates issued by the insurers to WaterOne:
  - a. Workers' Compensation and Employers' Liability coverage:  
\$500,000/\$500,000/\$500,000 or other Kansas statutory minimum
  - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
  - c. Commercial General Liability coverage providing limits as follows:  
\$2,000,000 General Aggregate  
\$1,000,000 Occurrence
  - d. Umbrella Liability: \$1,000,000 General Aggregate
  - e. General Requirements:
    - i. Insurance Coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to WaterOne.
    - ii. Should insurance coverage be issued on a claims-made basis, coverage will remain in effect for at least two (2) years after close of the contract, as means of an extended discovery period.
    - iii. Insurance contains a cross liability or severability of interest clause or endorsement. City's insurance will name WaterOne as additional insured and the City's insurance shall be primary and non-contributory insurance.
    - iv. With respect to Workers' Compensation, Commercial Automobile Liability, Commercial General Liability, and Umbrella Liability Insurance, the City shall require its insurance carrier to waive all rights of subrogation against Water District No. 1 of Johnson County, Kansas.
    - v. These coverages can be reviewed and modified by WaterOne on an annual basis, as based on the anniversary date of the signing of the contract. The City will be notified of any changes in the insurance requirements within sixty (60) days of the anniversary date. The

City has thirty (30) days to provide evidence to WaterOne that the insurance changes have been made.

8. The City agrees that it will vacate the site and remove all facilities upon ninety (90) days written notice from WaterOne that it intends to sell the Property, that the Parking Lot is needed for further development of water facilities, or after sixty (60) days written notice from WaterOne of the existence and nature of a substantial breach of this Agreement which has not been remedied within such sixty (60) day period. In the event WaterOne requires part but not all of the Parking Lot for further expansion or development of water facilities, ninety (90) days written notice shall be given to the City which will then remove its equipment and facilities from the affected area and restore the land to its original condition before its use as a parking lot.
9. Subject to the terms and provisions of this Agreement, and for and in consideration of the separate sum of \$100.00 paid by City to WaterOne, WaterOne does hereby grant to the City a purchase right of first refusal/offer (the "ROFR") on and for all or any portion of the Property (the "ROFR Property"). City may record a memorandum of this ROFR with the Register of Deeds for Johnson County, Kansas, against the Property. This ROFR shall run with the land.

(a) If WaterOne secures a bona fide offer (regardless of how such offer is secured, whether by receipt or by WaterOne's making of an offer that is to be accepted) from any third-party person, partnership, corporation or other entity ("Prospective Buyer"), which expresses the desire to purchase all or any part of the ROFR Property, WaterOne shall give City written notice of the Prospective Buyer's interest in purchasing (the "Offer Notice") which shall include:

- (i) the full names and addresses of the Prospective Buyer;
- (ii) the amount and portion of the ROFR Property which the Prospective Buyer is interested in purchasing;
- (iii) the purchase price for the portion of the ROFR Property which the Prospective Buyer is interested in purchasing; and
- (iv) all other essential terms which would be necessary to make a binding contract between WaterOne and the Prospective Buyer if such offer were accepted by WaterOne.

(b) The City shall have **five (5) days** after the date it receives the Offer Notice to exercise the ROFR as to the ROFR Property or the portion thereof described in the Offer Notice. City shall exercise the ROFR granted herein by giving written notice to WaterOne. The date on which notice of City's exercise of the ROFR becomes effective may be referred to herein as the "Exercise Date". If the Offer Notice is for only a portion of the ROFR Property, and City exercises its ROFR as to such portion only, then the ROFR as to the remainder of the ROFR Property shall remain effective.

(c) As soon as reasonably possible after the Exercise Date, WaterOne and City shall execute a standard Kansas Association of Realtors Commercial Real Estate Sale Contract or a comparable form proposed by WaterOne and reasonably approved by City (the "Sale Contract"), which Sale Contract in proposed execution form is to be provided by WaterOne to City within ten (10) days after the Exercise Date, and which Sale Contract shall contain the same terms as in the Offer Notice; provided, that notwithstanding the terms of the Offer Notice, shall contain at least the following terms:

- (i) Purchase Price. The purchase price for the ROFR Property that is the subject of the Offer Notice shall be the purchase price as established in the Offer Notice. The purchase price shall be paid by City in the form of a cashier's check or wire transfer at Closing.
- (ii) City Inspections. There shall be standard due diligence, title review, physical condition, and environmental contingency periods of thirty (30) days for City's inspection of the ROFR Property at City's cost.
- (iii) Title Insurance; Closing Costs. If desired by City, City shall pay for an Owner's Title Insurance Policy. City and WaterOne agree to each pay one-half (1/2) of any reasonable and customary escrow closing costs imposed by the title company and each shall pay their own attorneys' fees. City shall pay the cost of recording WaterOne's special warranty deed.
- (iv) Closing and Possession. Closing shall be on or before that date which is seven (7) days after the expiration of the above-described due diligence period. City shall have possession of the ROFR Property on the Closing Date.
- (v) Deed. Conveyance shall be by standard form of Kansas Special Warranty Deed as reasonably approved by WaterOne, City, and the title company.
- (vii) Other Terms. Any other terms and conditions mutually and reasonably agreed to by WaterOne and City.

(d) If City does not provide written notice of its intent to exercise the ROFR within said five (5) days, City's ROFR shall be deemed waived with respect to the Offer Notice and the portion of the ROFR Property that is the subject of the waived Offer Notice, and WaterOne shall be free to sell the ROFR Property (or applicable portion thereof) to the Prospective Buyer on the terms set forth in the Offer Notice. If only a portion of the ROFR Property is sold to the Prospective Buyer, then the ROFR as to the remainder of the ROFR Property shall remain effective. Notwithstanding the foregoing, if WaterOne and the Prospective Buyer named in the Offer Notice do not close on the sale and purchase of the ROFR Property (or applicable portion thereof) within ninety (90) days after the date of the Offer Notice, or if WaterOne elects to sell the ROFR Property (or applicable portion thereof) to the Prospective Buyer or to another party at terms that are substantially more favorable to the Prospective Buyer or such other party than the terms set forth in the Offer Notice, WaterOne must first re-offer the ROFR Property (or applicable portion thereof) to City on such terms, and City shall again have five (5) days from the date of its receipt of the renewed Offer Notice in which to notify WaterOne of its agreement to exercise the ROFR. If the transaction with the Prospective Buyer is cancelled, terminated, or otherwise not consummated, then the ROFR shall remain in effect, exercisable at later date, and shall not be deemed waived by City (even if City elected not to exercise the ROFR).

10. Notices may be mailed or delivered to the City Clerk and the Director of the City's Public Works Department. Notices to WaterOne may be mailed or delivered to WaterOne's General Manager and the Director of WaterOne's Legal Department.

11. In the event of an emergency the WaterOne reserves the right to temporarily occupy and restrict access to any or all of the area being used by the City as a parking lot. After WaterOne has finished using the area, it will repair any damages that occurred to the Parking Lot.
12. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings, and agreements related to the subject matter hereof, which are of no further force or effect. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.
13. This Agreement is not assignable and shall be binding upon the successors of the parties hereto.
14. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2019, by their respective chief administrative officers by authority of their respective governing bodies.

**CITY OF PRAIRIE VILLAGE**

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

**ATTEST:**

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
David E. Waters, City Attorney

**WATER DISTRICT NO. 1 OF JOHNSON COUNTY**

By: \_\_\_\_\_  
Michael J. Armstrong, General Manager

Exhibit A

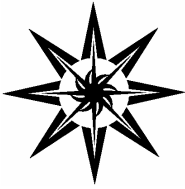


PROJECT ENGINEER	
INITIALS: ALT	DATE: 11/06/2018
FACILITIES ENGINEERING MANAGER	
INITIALS: HGB	DATE: 11/06/2018
AS-BUILT	
INITIALS:	DATE:

**WaterOne**  
Water District No.1 of Johnson County

PROJECT: DELMAR TANK SITE	
TITLE: PARKING LOT / PROPERTY LINE	
DRAWN BY: F.E.	DWG NO.
DATE: 11/06/2018	1 OF 1





## COUNCIL COMMITTEE

Council Committee Meeting Date: January 22, 2019

COU2019-10 Consider formally naming the new public park at W. 67<sup>th</sup> and Roe Avenue as “Wassmer Park” in accordance with Council Policy 501.

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### CONSIDERATION

In Accordance with Council Policy 501, Mayor Mikkelson requests that the City Council name what has been referred to as “North Park” as “Wassmer Park”. Public Works has reached a point where a formal name of the new park at W. 67<sup>th</sup> and Roe Avenue is needed for signage, bid documents, contractual language, etc. as this project moves toward completion. Mayor Mikkelson discussed this recommendation with Councilman Herring (Park Chair) and the City Administrator, who both concur with this recommendation. Former Mayor Wassmer served as a City Councilmember for 17 years and 4 years as Mayor. She has been devoted to park enhancements and acquisition of new park properties during her tenure. Specific to this consideration, Mayor Wassmer was instrumental in the purchase agreement with Faith Lutheran Church to acquire this property as a park. Over the course of several meetings with Church Officials and an assembly of the congregation, Mayor Wassmer was able to earn their approval of a park setting while paying historical recognition to their church community.

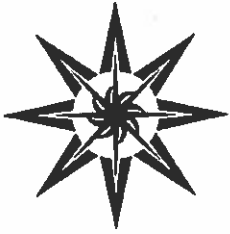
*Council Policy 501.....”Upon completion of at least a four-year term of office as Mayor of the City of Prairie Village, Kansas, a City Park will be dedicated and renamed for the Mayor.....subject to availability”*

### ATTACHMENTS

- Council Policy 501

Prepared By:

Wes Jordan  
City Administrator  
Date: January 17, 2019



**City Council Policy: CP501 - Naming of City Parks**

**Effective Date: October 6, 2003**

**Amends:**

**Approved By: City Council**

---

**I. SCOPE**

A. This policy applies to all public parks that have not been previously named for a Mayor within the jurisdiction of the City of Prairie Village, Kansas.

**II. PURPOSE**

A. To provide guidelines for the future naming and renaming of public parks in the City of Prairie Village.

**III. RESPONSIBILITY**

**IV. DEFINITIONS**

**V. POLICY**

A. Upon completion of at least a four-year term of office as Mayor of the City of Prairie Village, Kansas a City Park will be dedicated and renamed for the Mayor.

B. This policy is subject to the availability of Parks deemed appropriate for renaming.

**VI. PROCEDURES**



## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 9, 2019

City Council Meeting Date: February 4, 2019

### **Consider Approval of the 2019 agreements with Johnson County Park and Recreation District**

---

#### **RECOMMENDATION**

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

#### **BACKGROUND**

The City contracts with Johnson County Park and Recreation District annually to offer these recreation programs. The contracts are similar to those 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**

Johnson County Park and Recreation Learn to Swim and Day Camp agreements

#### **PREPARED BY**

Alley Porter

Assistant City Administrator

Date: January 31, 2019

**Johnson County Park and Recreation District  
Learn to Swim Program  
2019 Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Learn to Swim program for the City of Prairie Village (the City). The program will be held at the Prairie Village Pool Complex at 7711 Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:
  - The Learn to Swim Program
  - The scheduling for the lessons in the program
  - Sufficient certified staff
  - A staff member to monitor and control the entrance
  - Promotion of the program
  - Registration of the participants
  - Equipment needed for the program
  - Emergency action plans and first aid kit

The City of Prairie Village will provide a temporary barrier at the entrance to assist staff in the control of patrons at the entrance.

2. The Johnson County Park and Recreation District will have use of the facility beginning June 3, 2019 and ending Aug 1, 2019. Morning lessons will be held in the Yard Pool and Diving Well until 11:30 a.m. and at 11 a.m. in the Splash down Pool and the Meter Pool. Exceptions can be made at the discretion of the City Management. The Adult Pool is off-limits during lessons.
  - Lessons offered Monday through Thursday, with Friday as a make-up session.
  - Morning lessons held between 9 a.m. – 12 p.m. Session dates: (all 8 day sessions):
    1. June 3-13
    2. June 17-27
    3. No classes July 1-5
    4. July 8-18
    5. July 22-Aug 1

3. The Johnson County Parks and Recreation District courses offered:
  - Parent Tot 6 months to 2 ½ years
  - Aqua Tot 2 ½ - 5 years
  - Novice 5-12 years
  - Advanced Novice 5-12 years
  - Intermediate 5-12 years

4. Course Fees will be:

8-30 Minutes Sessions:

- \$60 Learn to Swim per Session (Johnson County Resident)
- \$66 Learn to Swim per Session (Non-Johnson County Resident)

5. Non-Discrimination Clause

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

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

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

If the City determines that JCPRD has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

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

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

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 31, 2019.

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

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

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of swimming lessons at the Prairie Village Pool Complex.

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

CITY OF PRAIRIE VILLAGE, KANSAS

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

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

\_\_\_\_\_  
Mike Pirner, Chair

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Leslee Rivarola, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Waters, City Attorney

\_\_\_\_\_  
Fred J. Logan, Jr., JCPRD Legal Counsel

## 2019 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_\_ day of \_\_\_\_\_, 2019; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 15, 2019 through the period ending August 2, 2019 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.

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

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2019.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.



- I. Will provide refrigerator to be located in the Prairie Village Community Center for storage of participant lunches.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 15, through August 2, 2019 except as otherwise provided herein.
  - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 15, 2019, from 6 p.m. to 8:00 p.m. for parent orientation.
  - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
  - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 15 through August 2, 2019.
  - e. Shall allow JCPRD use of the Prairie Village Community Center between the hours of 7:00 a.m. – 5:30 p.m., Monday-Friday, from May 15 through August 2, 2019 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance. If dangerous weather is imminent, access to the City Hall basement will be provided.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
  10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
  11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

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

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. JCPRD shall pay to the City shelter rental on or before September 30, 2019.
- b. JCPRD shall pay to the City Pool fees in two installments, based on usage from June 4 through June 27 (first payment) and from July 2 through August 12, 2019 (second payment), upon receipt of invoice by the City.
- c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
- d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.

13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.

14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.

15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

16. No assignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.

17. Non-Discrimination Clause. JCPRD shall comply with all applicable local, state and federal laws in carrying out this Agreement, including but not limited to Section 5-801 *et seq.* of the Prairie Village City Code. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all local, state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Date

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Waters, City Attorney

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Pirner, Chair

ATTEST:

\_\_\_\_\_  
Leslee Rivarola, Secretary

APPROVED AS TO FORM:

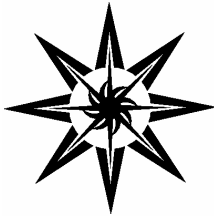
\_\_\_\_\_  
Fred J. Logan, Jr., JCPRD Legal Counsel

The following is list of dates and times the **2019** Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Use</b>
Wednesday,	May 15	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 28 – 31	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 3 - June 7	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 10 – June 14	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 17 – June 21	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 24 – June 28	7:00 a.m. - 5:30 p.m.	Day Camp
Mon., Tues-Friday	July 1 – July 5	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 8 – July 12	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 15- July 19	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 22 - July 26	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 29 – Aug. 2	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the **2019** Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

Day	Date	Time
		1:00 p.m. - 3:30 p.m. on all dates
	<b>May</b>	
	<b>June</b>	
Tuesday	4	
Wednesday,	5	
Thursday,	6	
Tuesday,	11	
Wednesday,	12	
Thursday,	13	
Tuesday,	18	
Wednesday,	19	
Thursday,	20	
Tuesday,	25	
Wednesday,	26	
Thursday,	27	
	<b>July</b>	
Tuesday,	2	
Wednesday,	3	
Tuesday,	9	
Wednesday,	10	
Thursday,	11	
Tuesday,	16	
Wednesday,	17	
Thursday,	18	
Tuesday,	23	
Wednesday,	24	
Thursday,	25	
Tuesday,	30	
Wednesday,	31	
	<b>Aug</b>	
Thursday	1	



## ADMINISTRATION

Council Meeting Date: February 4, 2019

**COU2019-11: Consider approval of the appointment of the City Attorney.**

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### SUGGESTED MOTION

Move to approve Mayor Mikkelson's appointment of David Waters, Lathrop & Gage, as the City Attorney.

### BACKGROUND

The City Attorney Request for Qualifications closed on December 7, 2018, with four responses. After the applications were received, the Mayor appointed a committee to assist in the review and interview process. Committee members were Councilmembers Dan Runion, Courtney McFadden, Ted Odell as well as staff members Wes Jordan, Jamie Robichaud, and Alley Porter.

The selection committee reviewed the applications and provided scoring feedback to Mayor Mikkelson. The committee then interviewed the two finalists - Lathrop Gage and Zerger & Mauer (it should be noted that Mr. Odell was not able to attend the interview process).

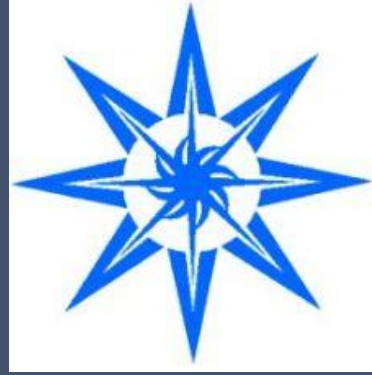
At the conclusion of the meeting, David Waters was the committee's first selection dependent upon fee negotiation. The following rates were adjusted as part of the Mayor's recommendation of appointment:

- Lathrop and Gage will now provide general city attorney services at a rate not to exceed \$295.00 per hour "regardless of who handles the matter." Items such as personnel related matters, ADA issues, etc. would be lowered to this rate
- Any work on development matters to include CID/TIF which were previously billed at \$420.00 per hour, will be lowered to the general city attorney rate of \$295.00 per hour
- There will be a billing time cap of 3 hours for any Council meeting
- Reminder - Mr. Waters did lower his billing rate in 2018 from \$325.00 to \$295.00

The City Attorney is an appointed position as outlined by City Ordinance 1-301 and 1-310.

### PREPARED BY

Wes Jordan  
City Administrator  
Date: January 30, 2019



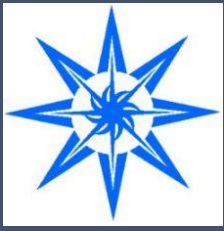
City of Prairie Village  
2018 Code Enforcement  
Annual Update



## Goals of Code Enforcement

- Address and correct code violations with a reasonable and uniform approach
- Promote beautification of the community through the enforcement of responsible property maintenance
- Gain compliance before resorting to punitive measures

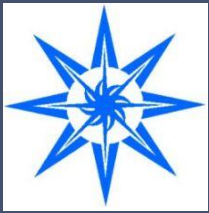




# Overview of Enforcement Guidelines

## Violation vs. Enforcement Action

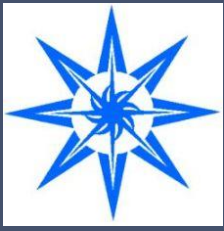
- Screening trash containers: 30 > 60 days
- Chipped/peeling paint: 30 > 60 > 90 days
- Roof replacement: 30 > 60 > 90 days
- Rotted wood: 30 days
- Driveway replacement: 30 > 60 > 90 days
- Guttering: 45 days
- Drainage issues: 48 hours – 30 days
- Shed in disrepair: 30 days



# Overview of Enforcement Guidelines

## Violation vs. Enforcement Action

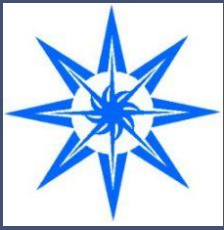
- Fence repairs/replacement: 30 > 60 days
- Trash and debris: 48 hours – 7 days
- Tall grass/weeds: 5 days for occupied property;  
10 days from publication for vacant property
- Ground cover: 30 days
- Dead trees: 30 days
- Outside storage: 48 hours – 7 days
- Screening RVs, boats, & trailers: 30 days
- Truck parking (driveways): 48 hours
- Animal sanitation: 48 hours
- Inoperable vehicles: 48 hours for repairs in driveway;  
7 days for unlicensed/not running



# Construction Site Code Enforcement

## **Expectations provided to contractors:**

- Construction debris placed in dumpster (no loose or blowing debris)
- Weeds must be cut down or killed
- Erosion control/silt fencing must be replaced immediately if damaged
- Be a good neighbor – be proactive and discuss with neighbors if property will be affected
- Be mindful of construction vehicle traffic and its impact on neighborhood; ensure emergency vehicles have enough clearance on all streets
- Jobsites should be cleaned daily (including mud and rocks on streets and sidewalks)
- Adhere to the City's noise ordinance – any violations reported to Codes by the police department result in a ticket and notice to appear in municipal court.

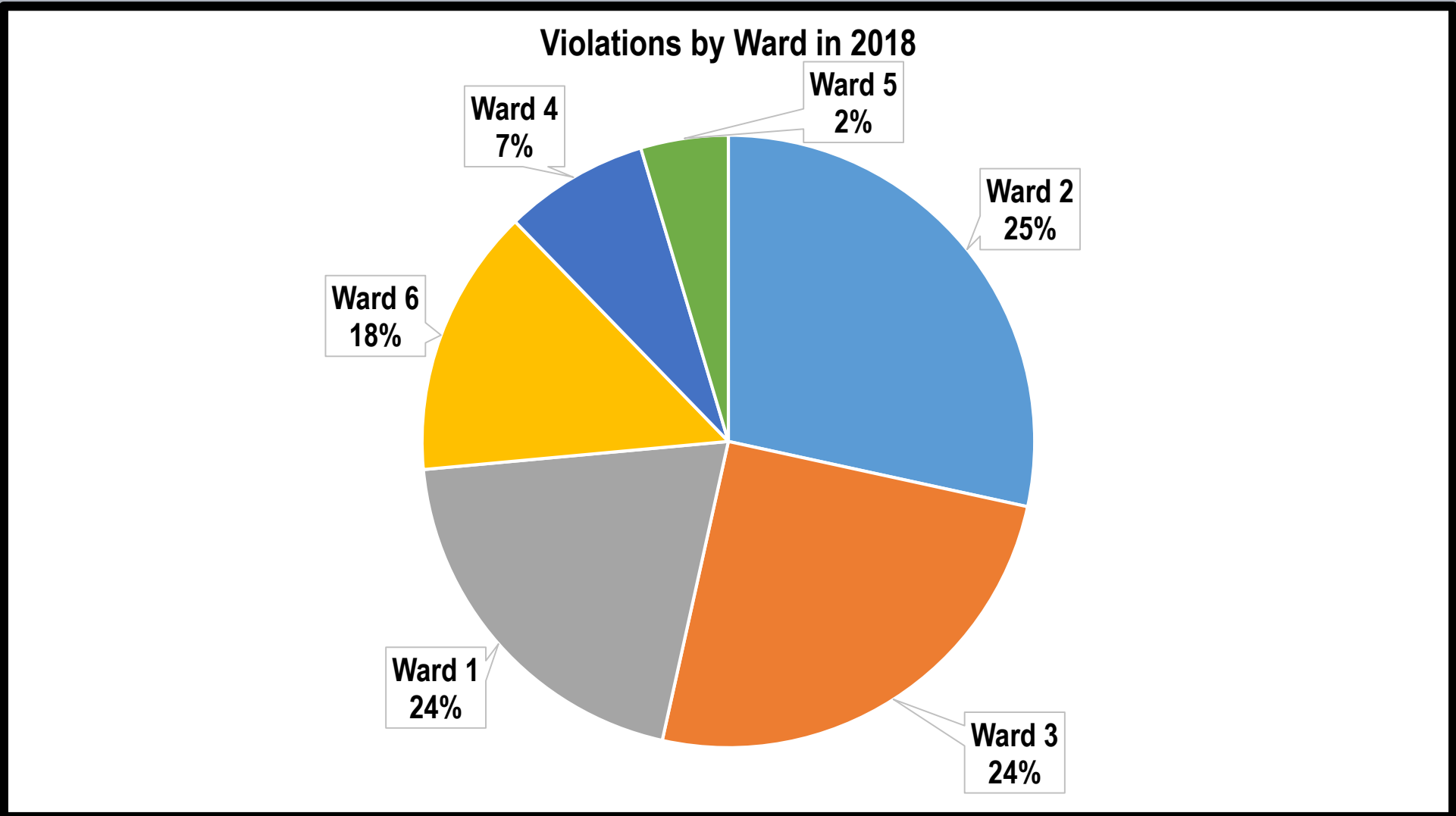


# 2018 Code Enforcement By the Numbers

- 1,401 = cases opened
- 1,722 = code violations addressed
- 28 days = average time to reach voluntary compliance on code enforcement cases
- 96 days = average time for compliance when sent to municipal court
- 1,031 cases opened by proactive code enforcement
- 347 cases opened as a result of a complaint
- 95 violations from rental inspections
- 838 trash container violations
- 63 cases sent to municipal court
- 42 cases opened that did not result in a code violation



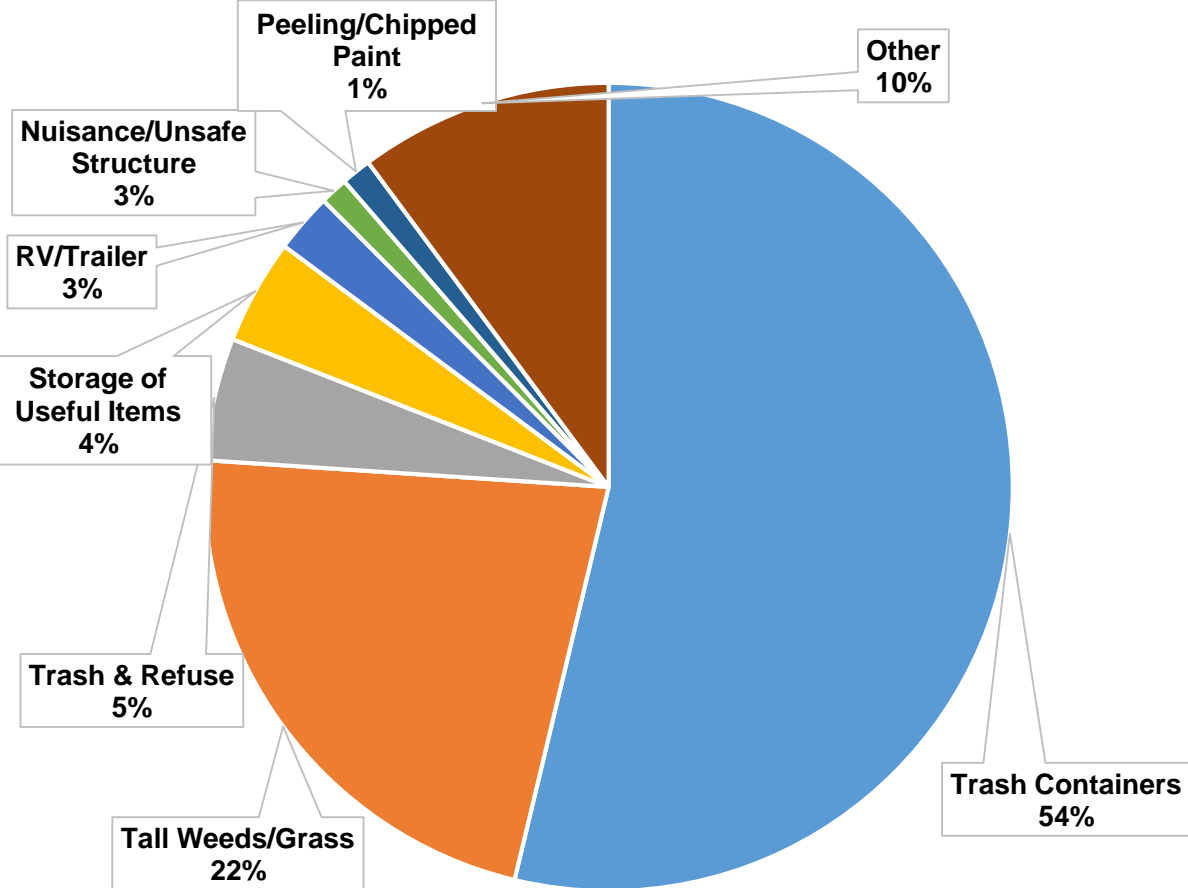
# 2018 Code Enforcement Cases by Ward



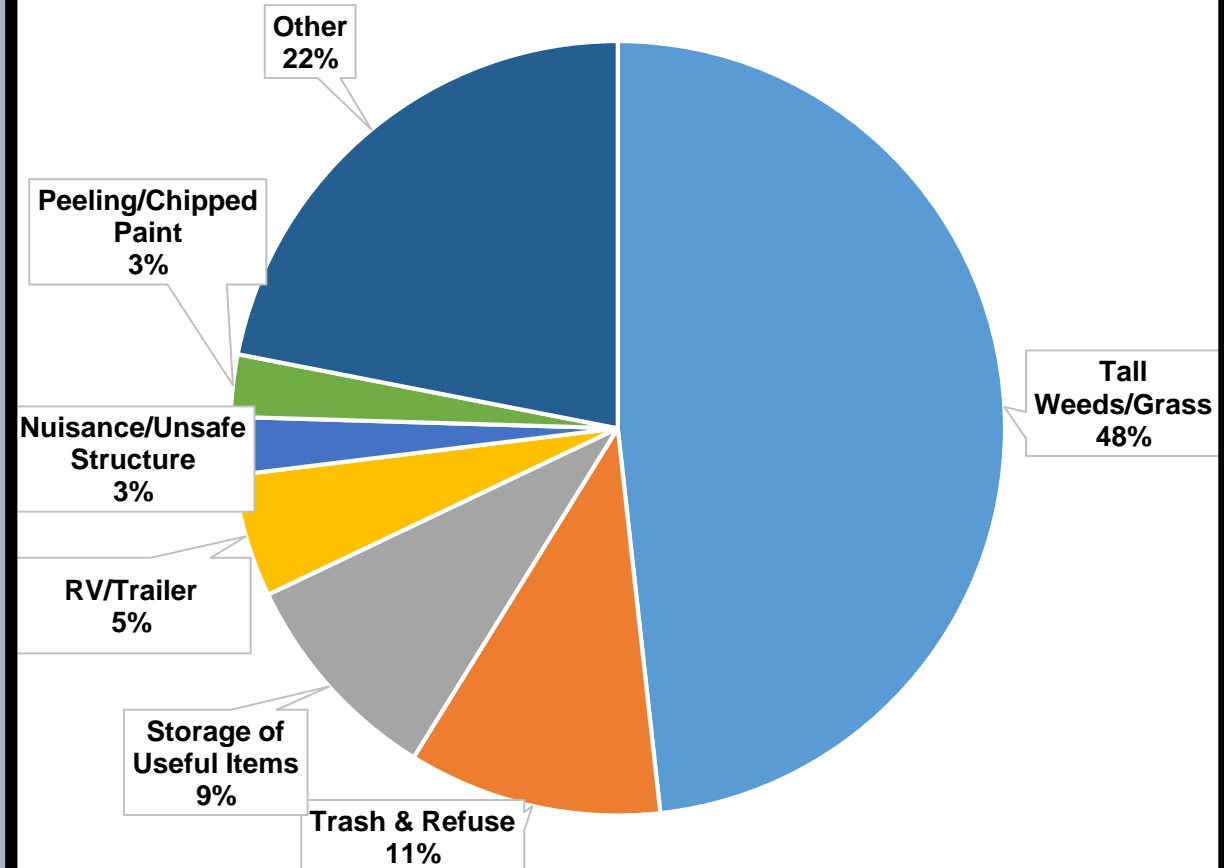


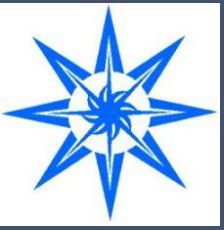
# Most Common Violations in 2018

Most Common Violations in 2018



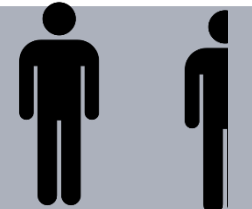
Most Common Violations in 2018  
(excluding trash containers)





# Code Enforcement FTEs

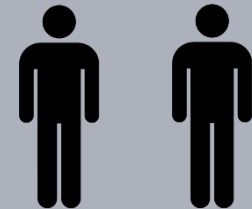
2014



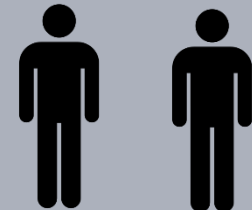
2015



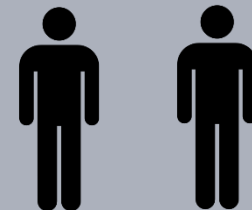
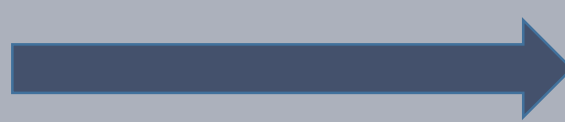
2016



2017

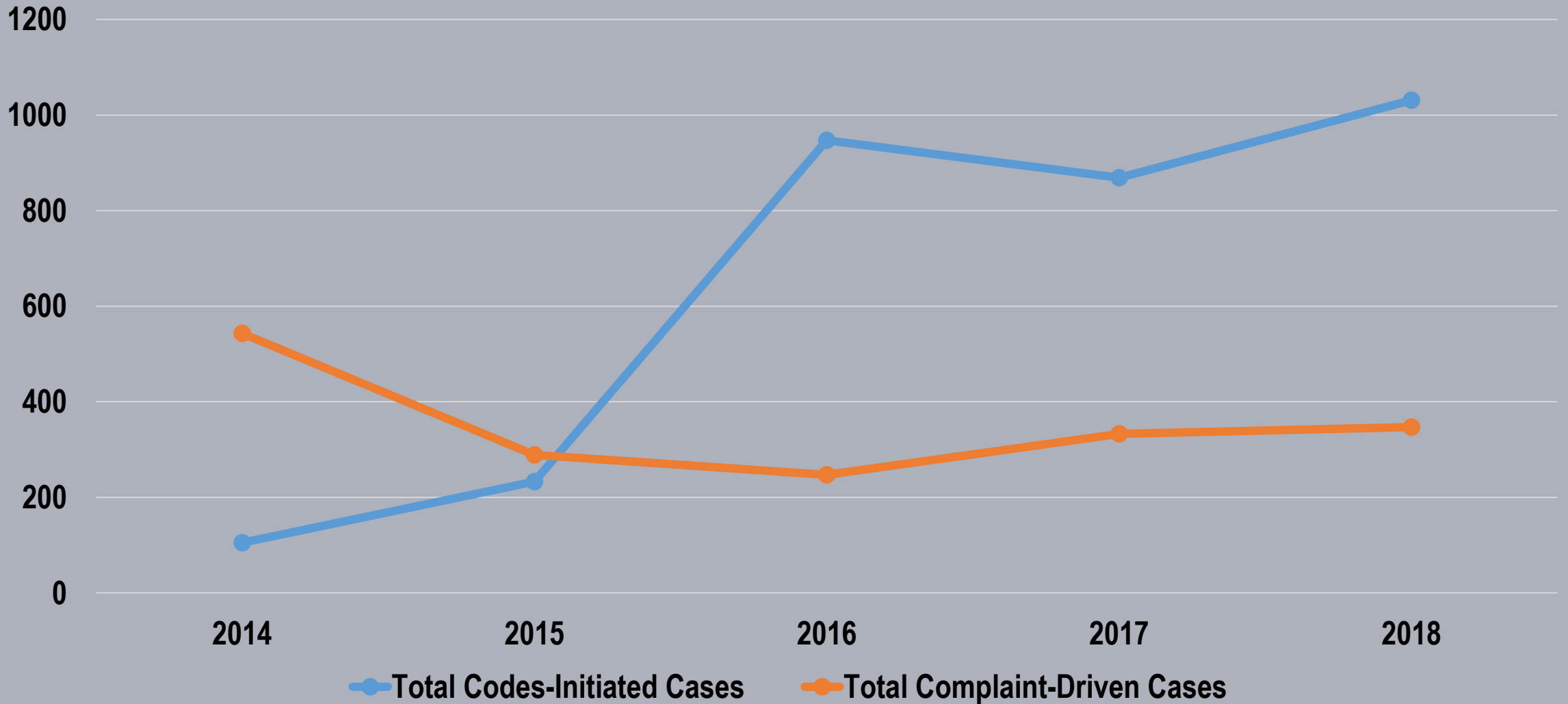


2018





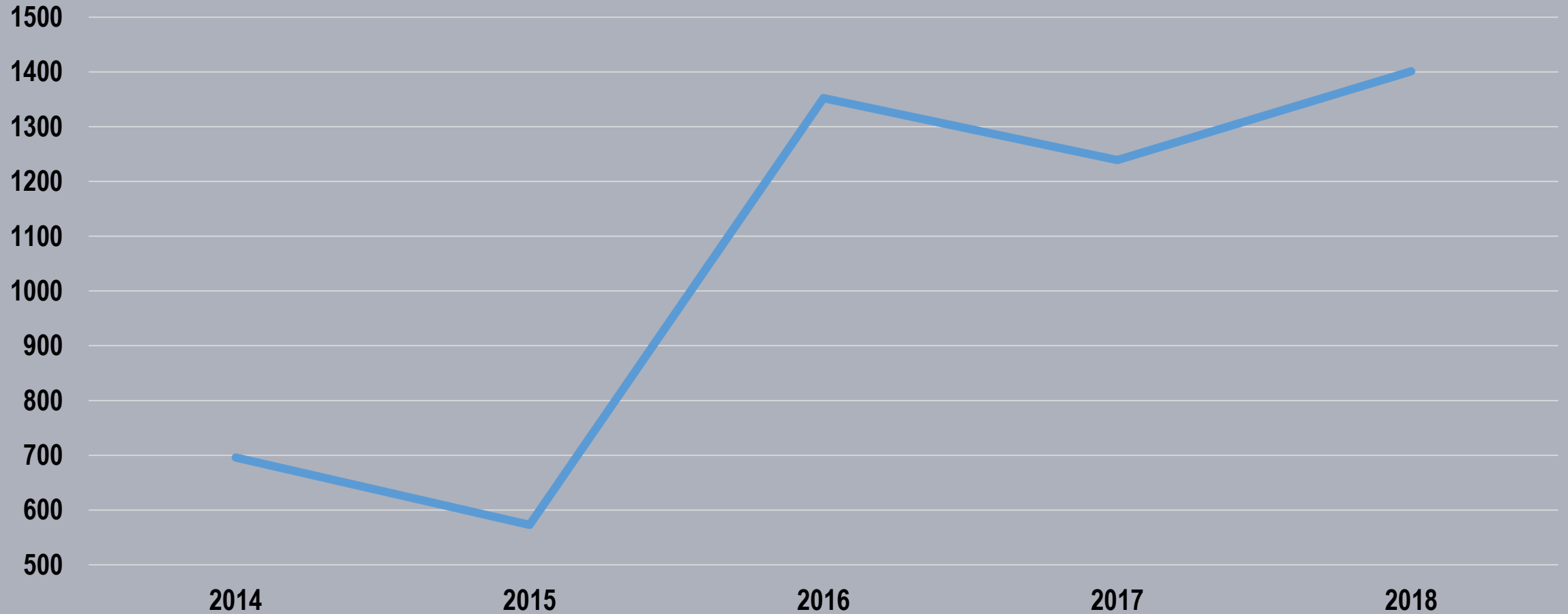
# Proactive vs. Reactive Cases 2014 - 2018







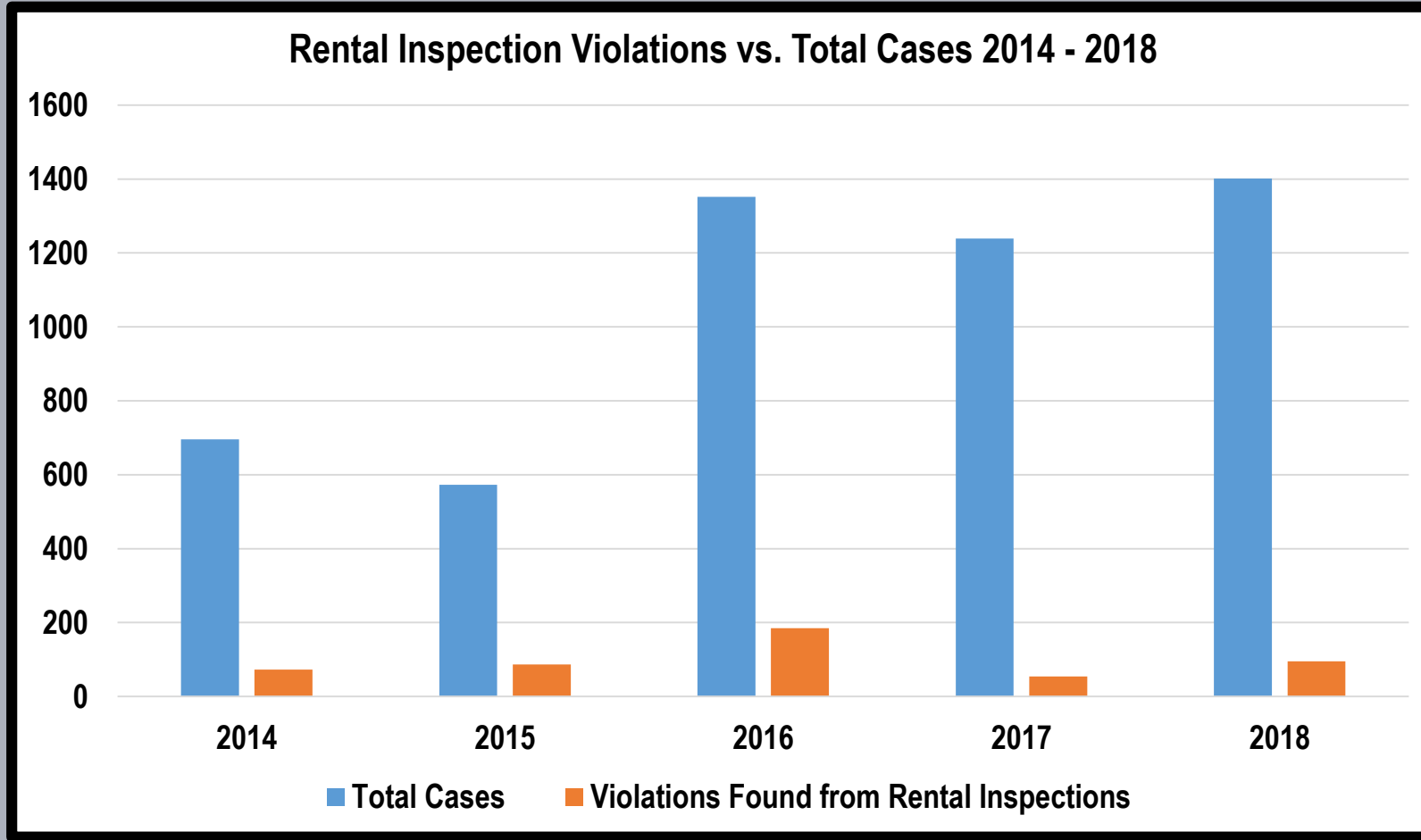
# Total Number of Cases Citywide 2014 - 2018



Total number of annual code enforcement cases increased 101% from 2014 to 2018

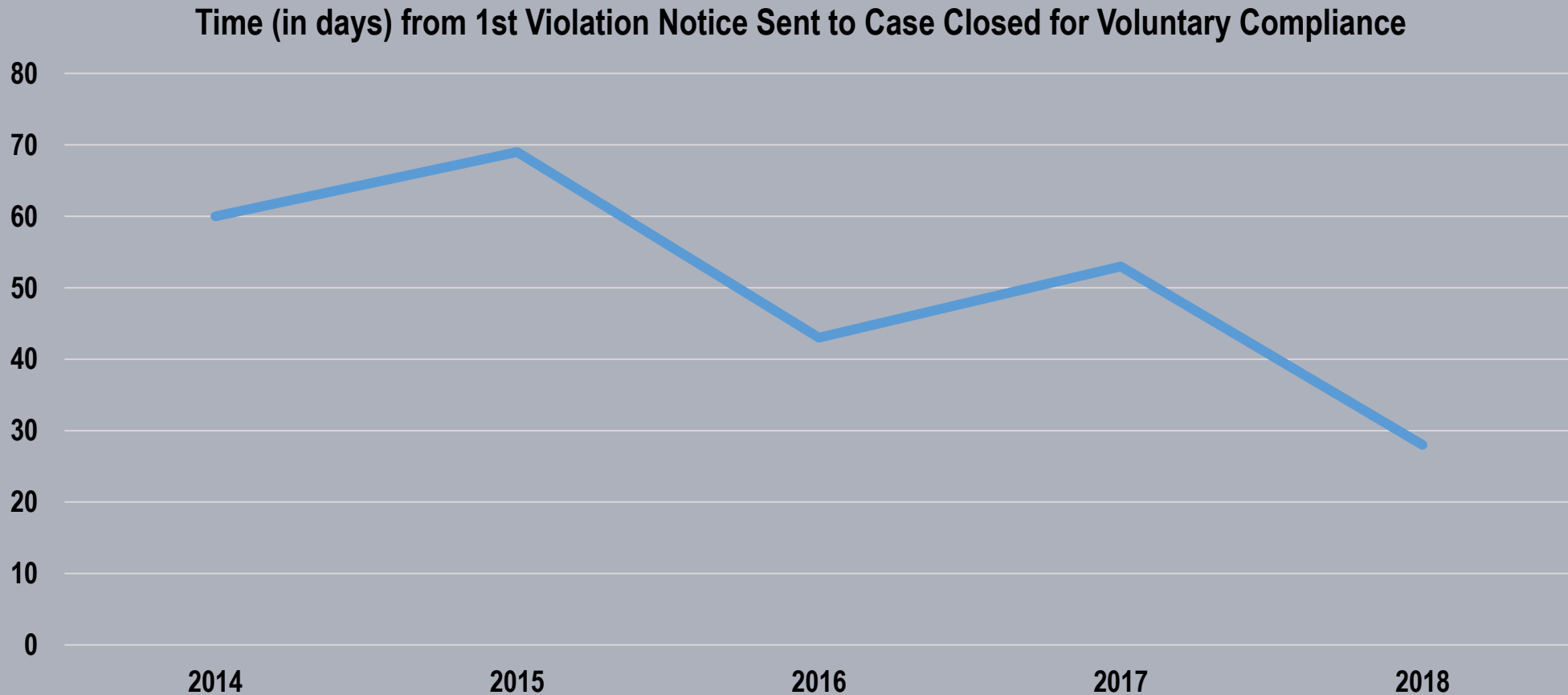


# 2018 Rental Inspections





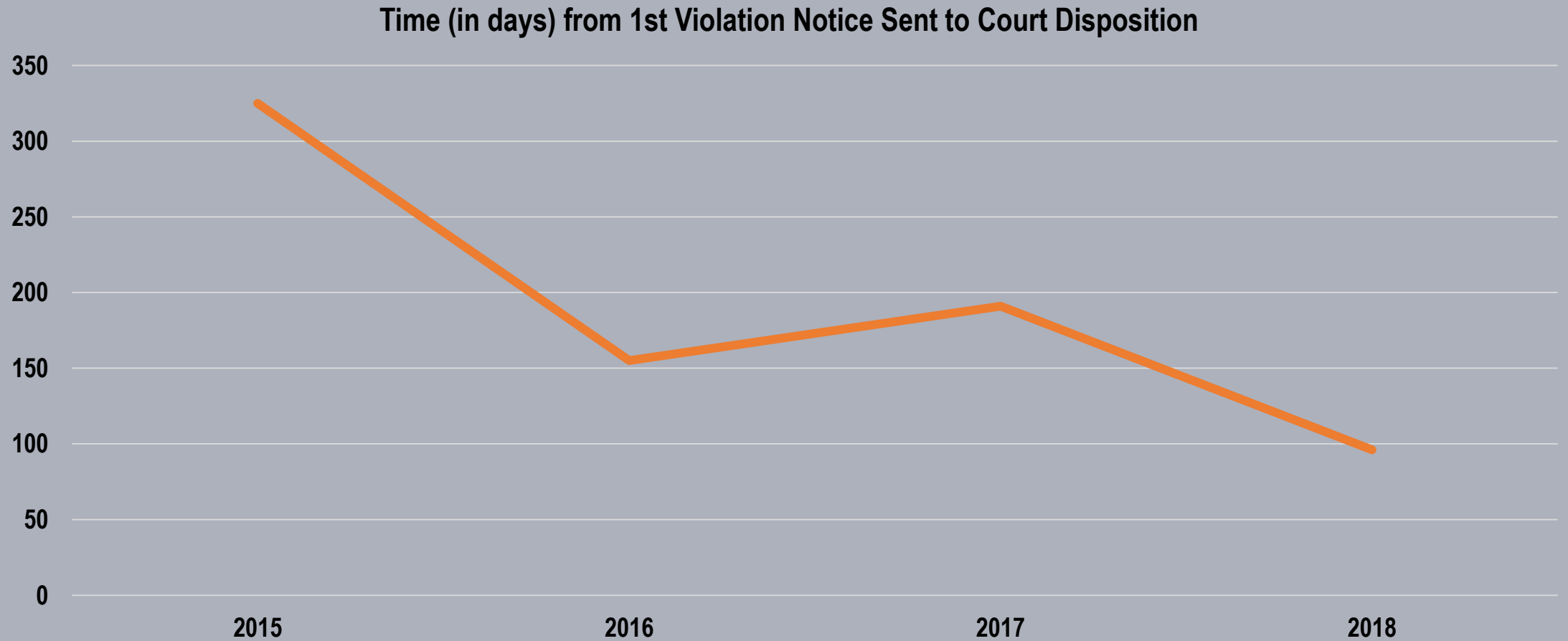
# Resolution Time with Voluntary Compliance, 2014 - 2018



**The average time to close a case for voluntary compliance decreased 53% since 2014 and 47% just since last year**



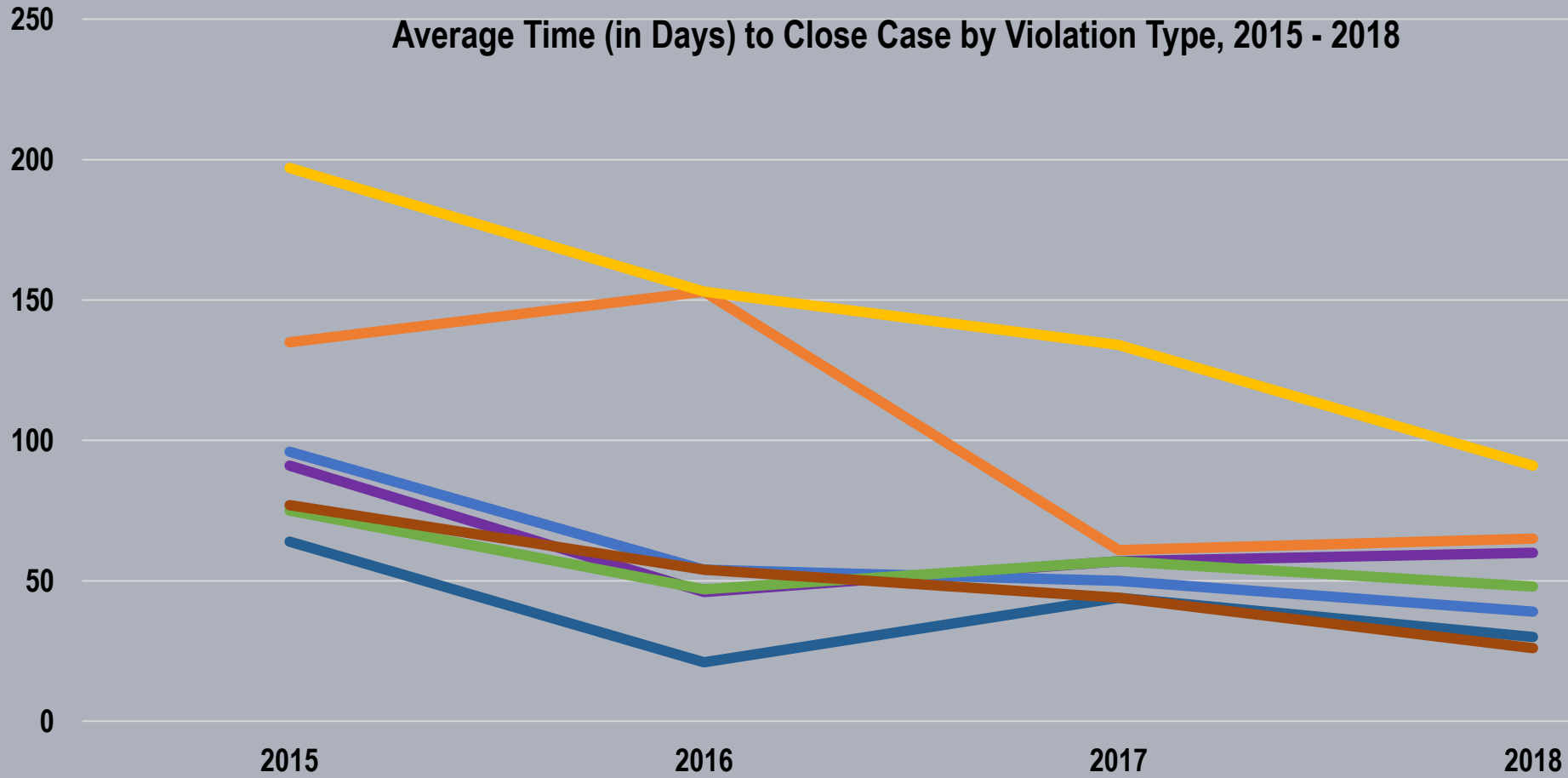
# Resolution Time in Municipal Court, 2015 - 2018



**The average time to close a case from the time the first violation notice was sent until the time of disposition in municipal court decreased 70% since 2014 and decreased 49% just in the last year**



# Time to Close by Violation Type, 2014 - 2018



Driveway in Disrepair  
Trash & Refuse  
Tall Weeds and Grass

Nuisance or Unsafe Structure  
Storage of Useful Items

Peeling Paint  
Trash Containers



## Overview of the 2018 Exterior Grant Program

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### BACKGROUND

In 2008, the Exterior Grant Program was funded to encourage homeowners within designated improvement boundaries to invest in their home's appearance. Each year, City Staff prepares an annual report for the Governing Body that outlines how Exterior Grant Program funds were utilized. In 2018, the City of Prairie Village allocated \$50,000 from the Economic Development Fund to fund grants through the Exterior Grant Program. The following eligibility criteria were approved as a part of the 2018 program:

- To qualify for funding under the 2018 Exterior Grant Program, applicants must reside in Prairie Village and maintain an appraised home value of \$200,000 or below.
- Current grant awards vary from \$500 to \$2,500 depending on total project cost.
- The minimum project investment is set at \$2,500, and the City reimburses up to 20% of project costs
- New residential construction is not eligible for the Exterior Grant Program.

Brief overview of **2018** program results:

- **33 Grants** awarded totaling **\$47,125.59**
- Total homeowner investment: **\$292,445.57**
- Average grant award: **\$1,428.05**
- Average total project cost: **\$10,290.04**
- **11 Projects** completed outside of previously used eligibility areas.
- **9 Projects** completed below previously used \$5,000 minimum construction cost threshold.
- **3 Code** violations corrected.

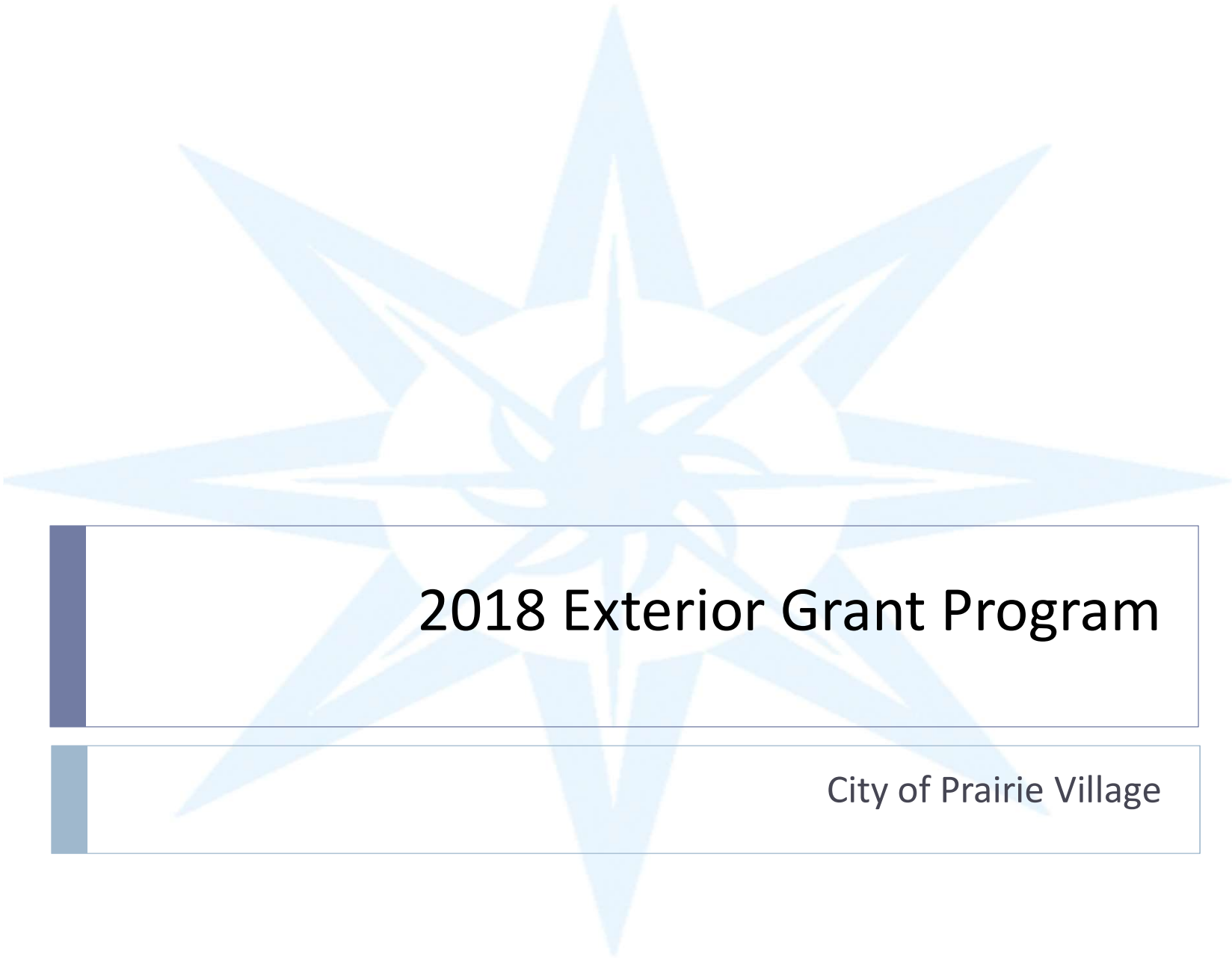
If the City Council would like to make changes ahead of the 2019 program, staff would like to receive direction on what those changes should be. Staff would like to recommend that small trash screening projects also be an eligible project under the Exterior Grant program in order to help our code enforcement officers reduce the number of trash screening violations throughout the City, which has been over 700 violations annually for the past couple years.

### ATTACHMENTS

2018 Exterior Grant Presentation

### PREPARED BY

Jamie Robichaud  
Deputy City Administrator  
Date: January 16, 2019



# 2018 Exterior Grant Program

City of Prairie Village

# Overview

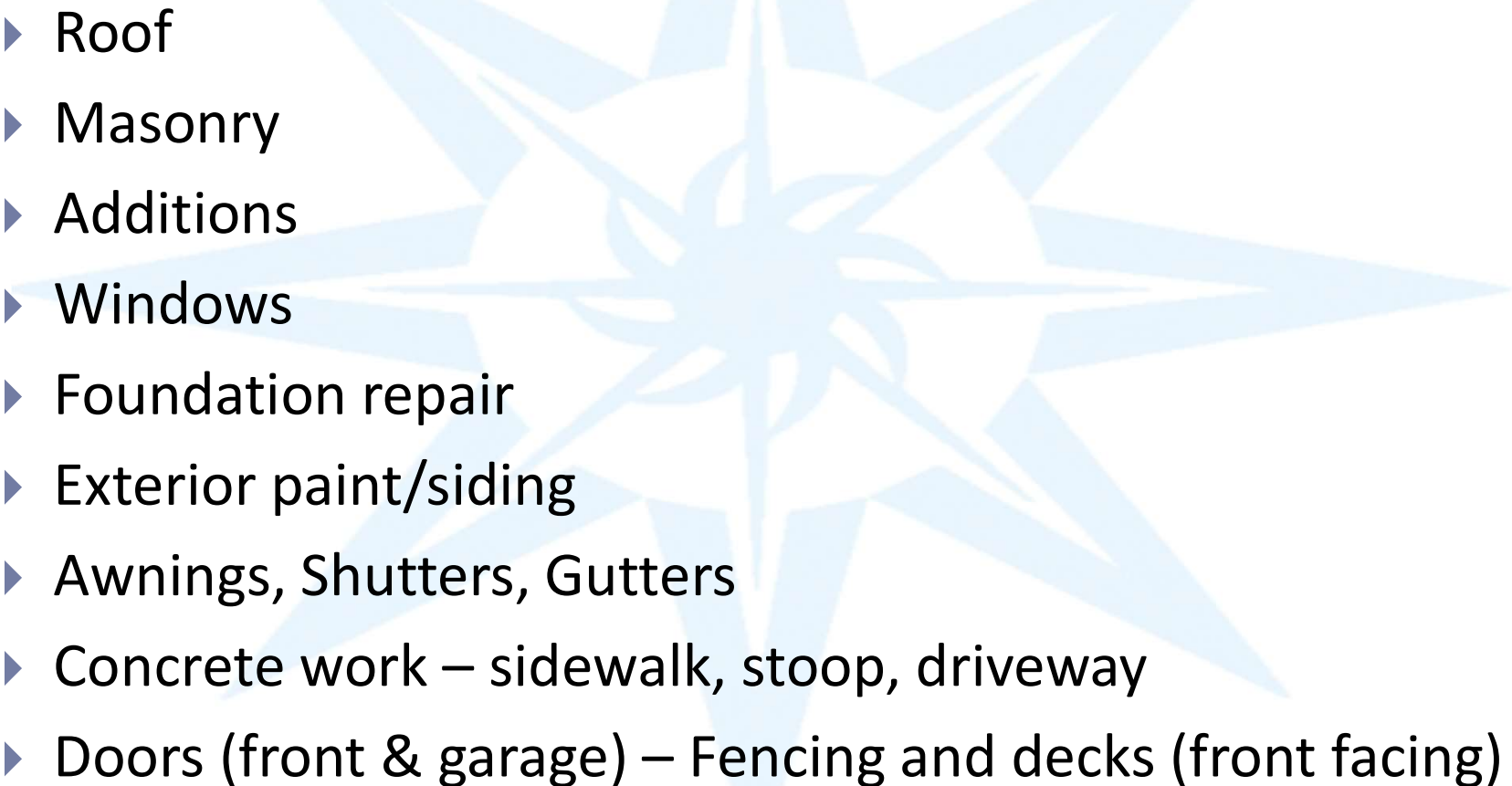
- ▶ Grants reimburse 20% of total project cost.
- ▶ Awards range from \$500 to \$2,500 depending on total project cost
- ▶ Funds come from the Economic Development fund
- ▶ Projects must be on the list of eligible improvements, must abide by the municipal code, and may require a building permit.



# Eligibility

- ▶ No longer using eligibility areas
- ▶ Johnson County appraised value cannot exceed \$200,000
  - ▶ Previous threshold was \$175,000
- ▶ Repairs must total at least \$2,500
  - ▶ Previous threshold was \$5,000
- ▶ Property must be owner-occupied. Or, if the property is a rental property, the rental license must have been in place for the previous 365 days prior to approval

# Eligible Improvements

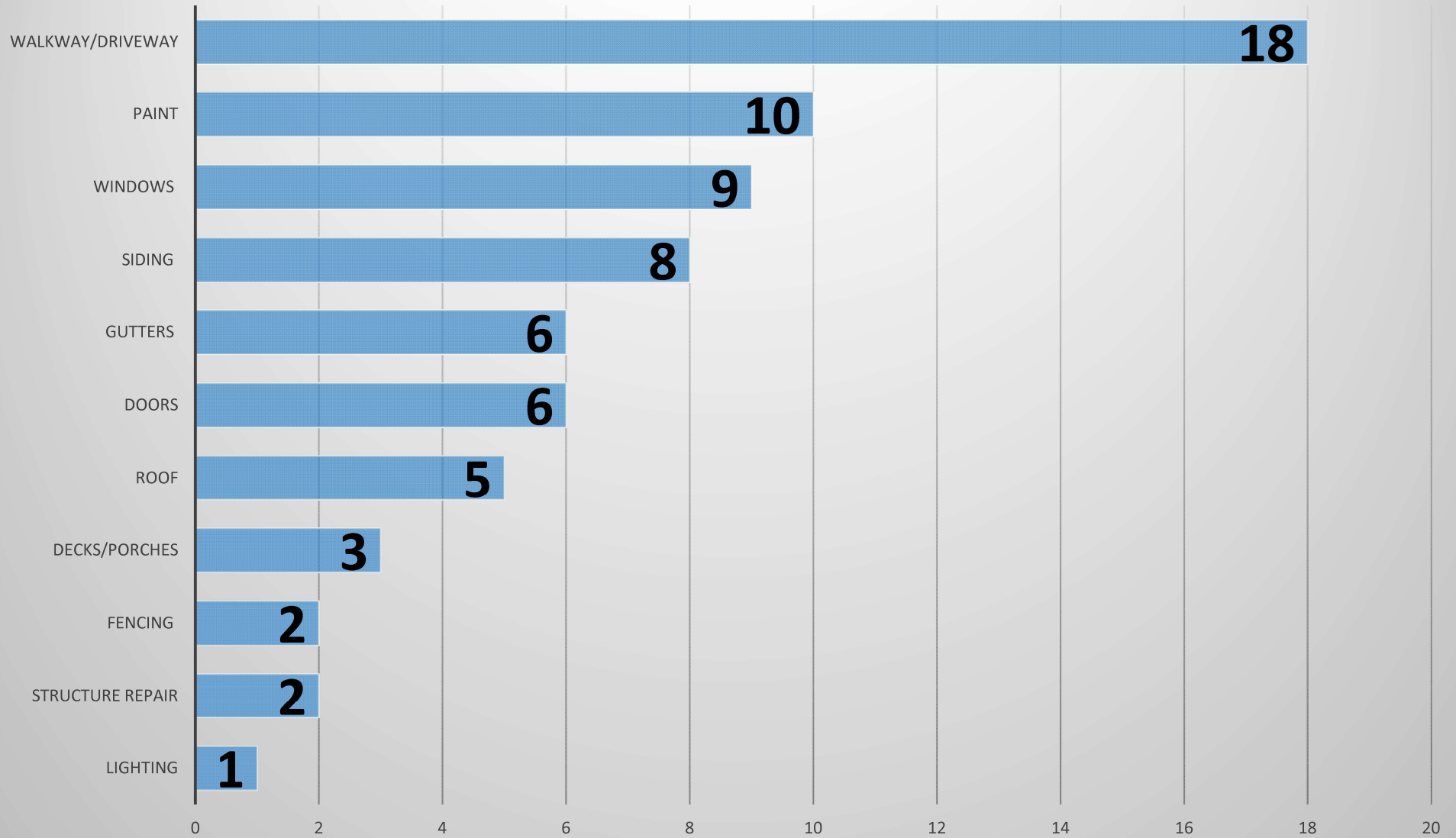
- 
- ▶ Roof
  - ▶ Masonry
  - ▶ Additions
  - ▶ Windows
  - ▶ Foundation repair
  - ▶ Exterior paint/siding
  - ▶ Awnings, Shutters, Gutters
  - ▶ Concrete work – sidewalk, stoop, driveway
  - ▶ Doors (front & garage) – Fencing and decks (front facing)

# Items Not Eligible for Reimbursement

- ▶ Items for reimbursement cannot include:
  - ▶ Ladders
  - ▶ Construction tools
  - ▶ Decks and Fencing (unless front facing)
  - ▶ Material or parts for interior house improvement

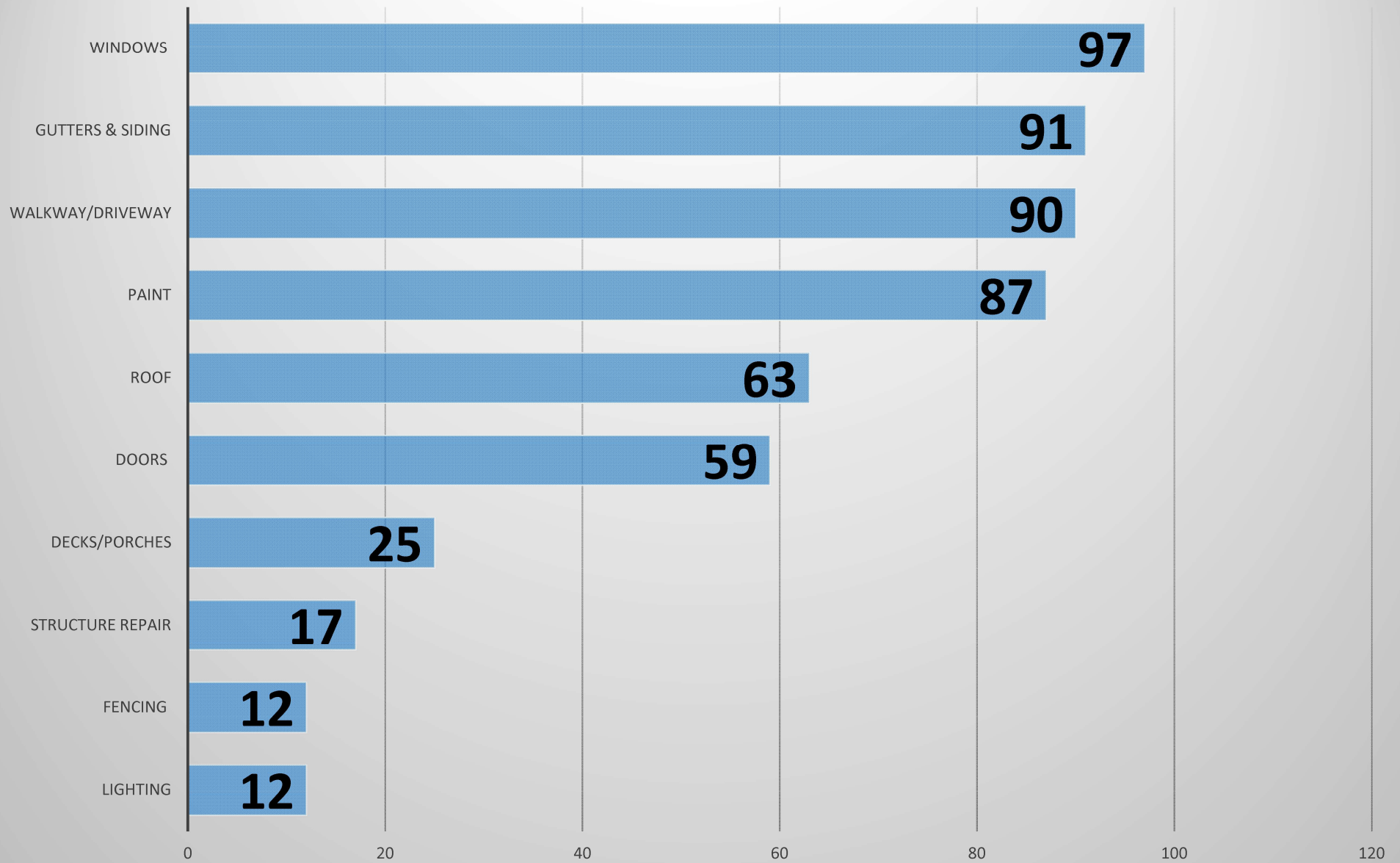
# 2018 Projects by Category

2018 Exterior Grant Projects



# Improvements 2008-2018

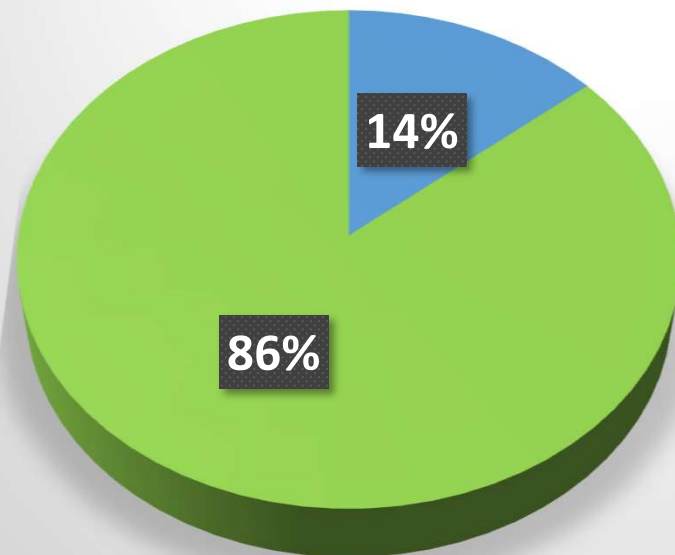
## Life-Time Exterior Grant Projects



# Value of Improvements 2018

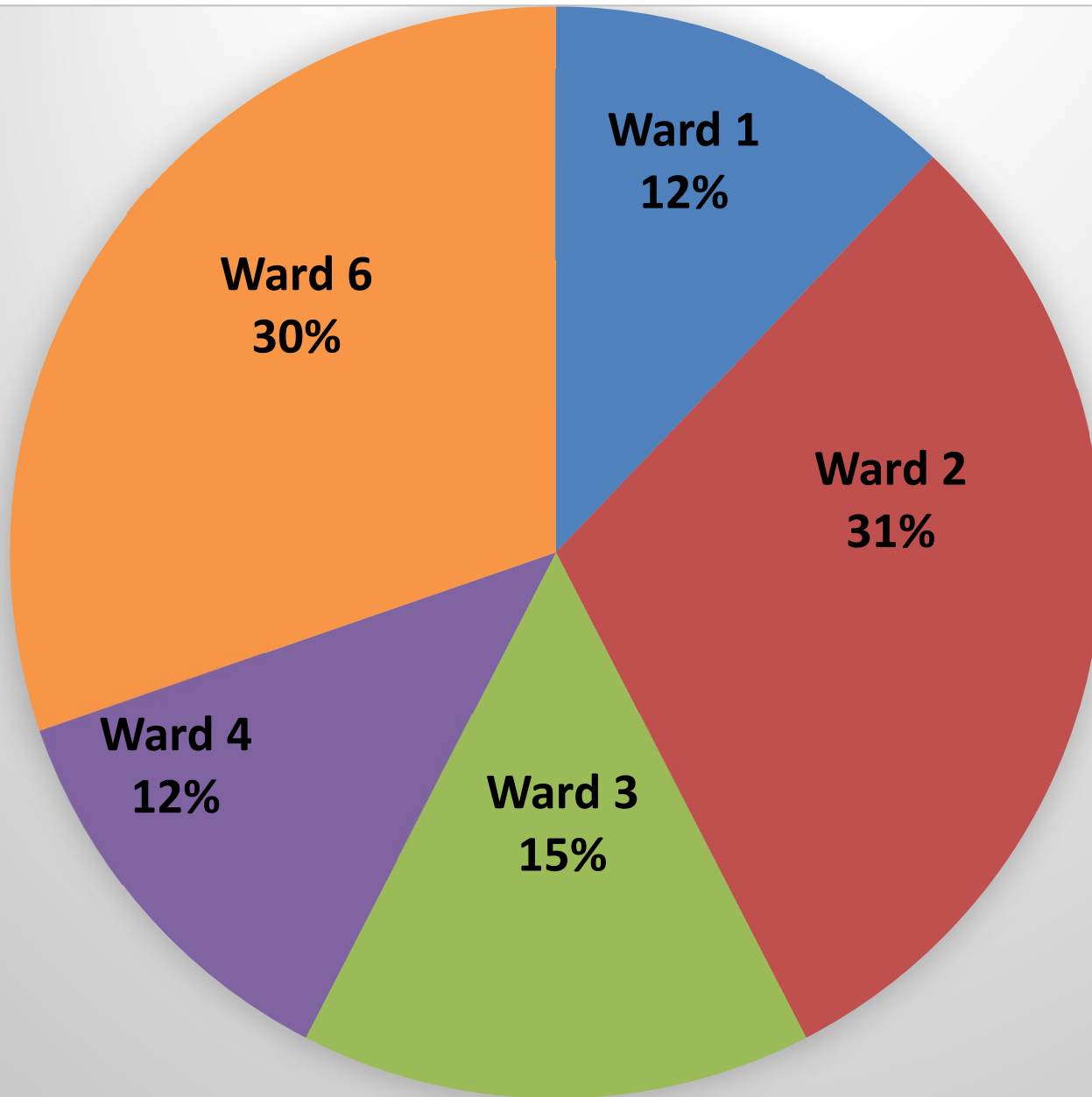
- ▶ Total Grants Awarded by City: \$47,125.59
- ▶ Total Homeowner Investment: \$292,445.57
- ▶ Total Investment: \$339,571.16
- ▶ Total Grants Awarded: 33

Distribution of Investment



- City Investment
- Homeowner Investment

# Breakdown By Ward



# Summary

- ▶ 31 Owner Occupied Homes
- ▶ 2 Rental Homes
- ▶ Average grant award: \$1,428.05
- ▶ Average total project cost: \$10,290.04
- ▶ Code violations corrected: 3
- ▶ 12 Properties were originally placed on the waitlist
  - ▶ All 12 eventually received grants









# Successes (Before)



# Successes (After)



# Successes (Before)



# Successes (After)



# Successes (Before)





# Successes (After)



# Successes (Before)



# Successes (After)



# Successes (Before)



08/17/2018 10:22

# Successes (After)



# Program Results 2008-2018

<b>YEAR</b>	<b>AWARDED</b>	<b>OWNER</b>	<b>TOTAL</b>
2008	\$32,772	\$185,479	\$218,251
2009	\$42,984	\$235,657	\$278,641
2010	\$40,727	\$257,418	\$298,145
2011	\$34,320	\$149,808	\$184,128
2012	\$39,252	\$233,957	\$273,209
2013	\$46,208	\$295,858	\$342,066
2014	\$33,219	\$209,121	\$242,340
2015	\$44,768	\$237,941	\$282,709
2016	\$35,949	\$198,066	\$234,015
2017	\$42,211	\$237,392	\$279,603
2018	\$47,126	\$292,446	\$339,571
<b>TOTAL</b>	<b>\$439,536</b>	<b>\$2,533,143</b>	<b>\$2,972,678</b>

# Possible Program Changes for 2019

- ▶ Increase appraised value maximum?

- ▶ Current threshold is \$200,000
  - ▶ 2,117 homes < \$200,000
  - ▶ 1,159 homes between \$200,000 and \$225,000
  - ▶ 1,004 homes between \$225,000 and \$250,000
  - ▶ 968 homes between \$250,000 and \$275,000
  - ▶ 3,696 homes appraised above \$275,000

# Possible Program Changes for 2019

- ▶ **Allow trash container screening to be included**
  - ▶ City reimburses 50% or \$100, whichever is less
  - ▶ Minimum appraised value requirement would still apply
  - ▶ \$2,500 minimum investment would not apply to trash screening projects
  - ▶ All other exterior grant rules would still apply



**MAYOR'S ANNOUNCEMENTS**  
**Monday, February 4, 2019**

**Committee meetings scheduled:**

Planning Commission	02/05/2019	7:00 p.m.
Tree Board	02/06/2019	6:00 p.m.
Jazz Festival Committee	02/12/2019	5:30 p.m.
City Council - TUESDAY	02/19/2019	6:00 p.m.

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The Prairie Village Arts Council is pleased to feature artists Shelby Pinderville and Kathleen Kirch during the month of February. The artist reception will be held from 6 p.m. to 7 p.m. on Friday, February 8.

City offices will be closed February 18 in observance of Presidents Day. Solid waste services will be on their regular schedule.

**INFORMATIONAL ITEMS**  
**February 4, 2019**

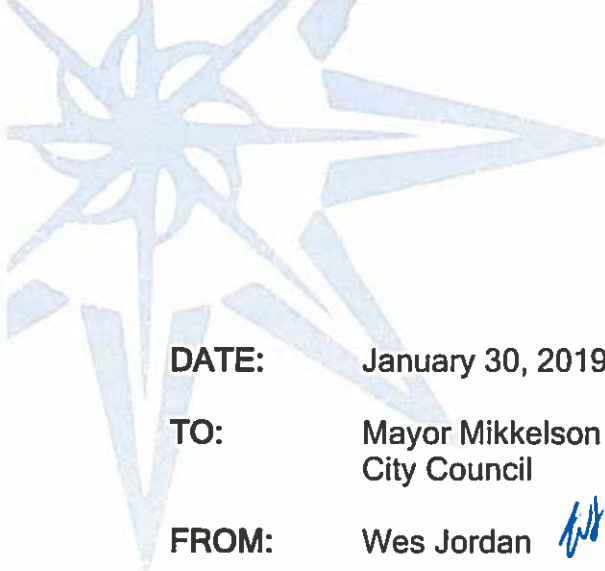
1. Planning Commission Agenda - 2/5/2019
2. February Plan of Action
3. Forfeiture Trust Fund 2018 Annual Report
4. Mark Your Calendar

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
TUESDAY, FEBRUARY 5, 2019  
7700 MISSION ROAD  
COUNCIL CHAMBERS  
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PLANNING COMMISSION MINUTES - January 8, 2019
- III. PUBLIC HEARINGS  
None
- IV. NON-PUBLIC HEARINGS
  - PC2019-101 Lot Split Approval  
4001 & 4005 West 85<sup>th</sup> Street  
Zoning: R-1a  
Applicant: Kevin Green
  - PC2019-104 Site Plan Approval  
2914 W 73<sup>rd</sup> Terr.  
Zoning: R-1a  
Applicant: Craig Babb
- V. OTHER BUSINESS
  - Presentation and Discussion on Phase 1 of Village Vision Update - Community Profile
  - Presentation and Discussion on proposed zoning regulation changes
  - Planning Commission Annual Training
- VI. ADJOURNMENT

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

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



# THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

**DATE:** January 30, 2019

**TO:** Mayor Mikkelson  
City Council

**FROM:** Wes Jordan *WJ*

**SUBJECT:** FEBRUARY PLAN OF ACTION

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

- City Attorney Appointment/Agenda Item - Wes (02/19)
- KCP&L Future Improvements Meeting - Wes (02/19)
- JCPRD Annual Reports - Alley (02/19)
- Census 2020 - Alley (02/19)
- Skate Park RFP Review & Selection - Keith/Melissa (02/19)
- Council Chamber Audio Quality - Alley (02/19)
- JCPRD Programming Reconsideration - Alley/Wes (02/19)
- YMCA Meeting/Discussion - Wes (02/19)
- Storm Debris Collection - Staff (02/19)
- 2020 Budget Calendar Review & Presentation - Lisa (02/19)
- Village Voice Articles/Publication - Ashley (02/19)
- Committee Length of Service Audit - Staff (02/19)

### In Progress

- Council Presentation/Codes Review - Jamie (01/19)
- State-Enacted CMB License Changes - Alley (01/19)
- Council Work Session - Alley/Wes (01/19)
- Committee Appointments - Staff/Mayor (01/19)
- Receptionist Hiring Process - Alley (01/19)
- Comprehensive Plan Phase 1 Presentations - Chris/Jamie (01/19)
- Annual Health Risk Assessments - Amy (01/19)
- 4<sup>th</sup> Quarter Council Priority List - Wes (12/18)
- New Employee Training - Alley/Meghan/Joyce (12/18)
- 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)
- Service Line Warranty Program Renewal - Jamie (03/18)

### In Progress - continued

- 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

- Park Reservations - For Profit Organizations - Alley/Park & Rec (04/18)
- City Attorney Interview Process - Alley/Wes (01/19)
- Local Government Day in Topeka - Alley (01/19)
- All Hazards Training/New Employees - Capt. Roberson (01/19)
- Council President Agenda Item - Wes (01/19)
- Skate Park RFP - Keith/Melissa (01/19)
- Update Banking Signatures - Lisa (01/19)
- Committee Assignments - Adam/Mayor/Wes (01/19)
- Mayor Transition Planning - Staff (01/19)
- Create NDO Claim Form - Jamie (01/19)
- Bulk Item Mapping Change - Jamie (01/19)
- Update SAM (System Award Management) Registration - Wes (01/19)
- Shaffer Park Renaming - Staff (12/18)
- State of the Cities - Staff/Mayor (12/18)
- PD Co-Responder Contract - Chief (12/18)
- Legislative Platform - Alley (11/18)
- Exterior Grant Update - Alley/Jamie (11/18)
- Automated Banking - Lisa (09/18)
- Merriam Pool Closure/Super Pass Amendment - Alley (10/18)
- Water Tower Update Agreement - Keith (07/18)



# PRAIRIE VILLAGE POLICE DEPARTMENT

"A Tradition of Service"

Tim M. Schwartzkopf  
Chief of Police



**DATE:** January 22, 2019  
**TO:** Mayor Mikkelson and City Council Members  
**FROM:** Chief Tim M. Schwartzkopf *TMS*  
**SUBJECT:** FORFEITURE TRUST FUND 2018 ANNUAL REPORT

As per Council Policy, I am submitting the following annual report for the time period of January 1 through December 31, 2018.

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## PD GENERAL FORFEITURE FUND – 01-00-00-2117-000

**FUND TOTAL - January 1, 2018: \$63,769.95**

### Expenditures – (\$26,422.74)

Department Chaplains – polo shirts	455.00
School of Police Staff and Command – Sgt. Eric McCullough tuition, meals and lodging	6,808.99
Legal fees – forfeiture/seized assets	3,000.00
Crash data/investigation hardware and equipment	7,140.00
Active Shooter Equipment – ballistic vests for each police vehicle	9,018.75

### Revenue – (\$22,014.25)

Interest	386.43
Combined Seized Assets – Balance Transfer from Department (Patrol) -- 01-00-00-2118-000	15,263.03
Restitution (18)	1,645.10
Drug Tax Distribution from State of Kansas	4,719.69

**FUND BALANCE - December 31, 2018: \$59,361.46**

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FORFEITURE TRUST FUND 2018 ANNUAL REPORT

January 22, 2019

Page No. 2

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**Department – 01-00-00-2118-000**

<b>FUND TOTAL - January 1, 2018:</b>	<b>\$15,263.03</b>
Combined Seized Assets – Balance Transfer to PD General Forfeiture Fund – 01-00-00-2117-000	15,263.03
<b>FUND BALANCE - December 31, 2018:</b>	<b>\$ -0-</b>

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**Federal Equitable Sharing Reserve – 01-00-00-2119-000**

<b>FUND TOTAL - January 1, 2018:</b>	<b>\$475.52</b>
<b><u>Revenue</u></b>	
Interest	2.66
<b>FUND BALANCE - December 31, 2018:</b>	<b>\$478.18</b>

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<b>FORFEITURE TRUST FUND BALANCE:</b>	<b>\$59,839.64</b>
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TMS:jlw

cc: Accounting

**Council Members  
Mark Your Calendars  
February 4, 2019**

**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

**March, 2019**            **Featured Artists: Layla McDill, Crystal Nederman, Paula Acheson**  
March 4                  City Council Meeting  
March 8                  Artist Reception in the R.G. Endres Gallery  
March 18                 City Council Meeting

**April, 2019**             **The Art of Photography**  
April 1                    City Council Meeting  
April 12                  Artist Reception in the R.G. Endres Gallery  
April 15                  City Council Meeting