

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, December 04, 2017
6:00 PM

AGENDA

JORI NELSON, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

First Washington Annual Update
Michelle Pitsenberger and Gregg Zike

*COU2017-48 United Community Services (UCS) presentation and consider approval of the 2018 contribution allocation recommended by UCS for Human Service Fund grants
Marya Schott

*COU2017-49 United Community Services (UCS) presentation and consider approval of the 2018 contribution allocation recommended by UCS for Alcohol Tax Fund
Marya Schott

Drone Ordinance Discussion
David Waters

COU2017-50 Consider approval of amendment to the security license ordinance
Joyce Hagen Mundy

COU2017-51 Consider approval of a construction contract for the 2017 Park Project
Keith Bredehoeft

***Council Action Requested the same night**



First Washington Realty

Prairie Village City Council
Presentation
December 4, 2017



Agenda

- 2017 Capital Investments and Improvements
- Community Engagement
- Tenant Renewals and New Deals
- 2018 Looking Ahead



2017 Capital Investments and Improvements

- **Corinth North**

- Cedar staining of all wood
- Hen House roof structure

- **The Village Shops**

- Tomahawk Trail improvements
- Public Art Piece installation
- New roof for Einstein's building
- Ongoing large scale maintenance - sealcoat/re-stripping of parking lots, brick and stucco repairs, trash enclosure repairs and concrete/sidewalk maintenance.

2017 Capital Investments and Improvements



Corinth North Cedar Staining

2017 Capital Investments and Improvements

Prairie Village Tomahawk Trail Improvements



Community Engagement



Community Engagement

- **The Village Shops**

- Prairie Village Art Fair, Lancer Day Parade, SMMC Light the Town Pink, Trick or Treating in The Village, Holiday Open House Events

- **Corinth Square**

- KU Kick Off Event, Lupus Walk, Trick or Treating at Corinth Square, Holiday Open House Events

- **City Of Prairie Village**

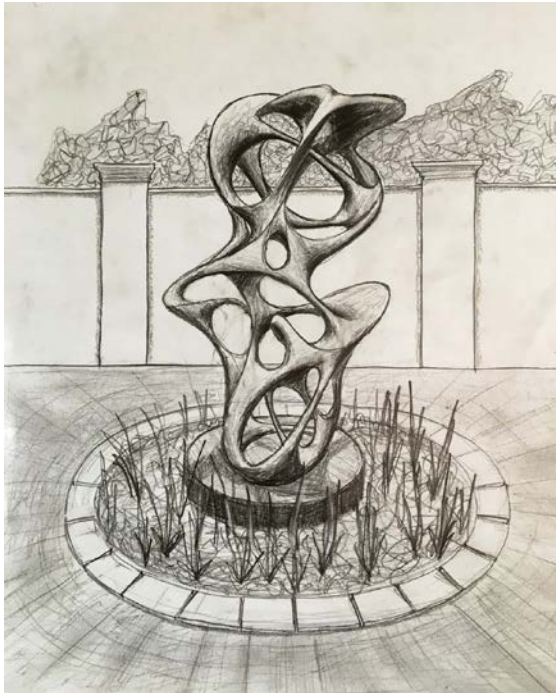
- Jazz Fest, Village Fest, State of the Arts, Mayor's Holiday Tree Lighting

2017 Capital Investments and Improvements

Prairie Village Public Art Installation

Three candidates voted by community of Prairie Village:

- Prairie Village Art Fair
- SM Post (online)
- City Hall (ballots)



Burmood Submission

Concept:

- Contemporary
- Silver in color with smooth surfaces
- Fluidity and motion
- Open to the interpretation of each viewer

Medium:

- Cold-Cast Aluminum
- Concrete Pedestal



2017 Capital Investments and Improvements

Prairie Village Public Art Installation



Installation date – Friday, December 1, 2017

Dedication date – Friday, December 15, 2017

Jacob Burmood has been sculpting for fifteen years. He has works in the collections of Missouri State University, BKD LLP, Seigfreid Bingham, University of Kansas and with private collectors throughout the Midwest.



Tenant Renewal & New Deals

The Village Shops



RSVP
in the village



HEALTH HOUSE



ATHLETICO *PHYSICAL THERAPY*

Tenant Renewal & New Deals

Corinth Square



HUDSON / HAWK

land of paws



Prairie Village
Animal Hospital

Looking Ahead – 2018

- Partnership with the City of Prairie Village to evaluate electrical vehicle car charging station installation
- Roof evaluations and replacements
- Continue to evaluate improvements and engage stakeholders when practical

Corinth Square South - Today



Corinth Square South – A Possible Future



Corinth Square South – A Possible Future





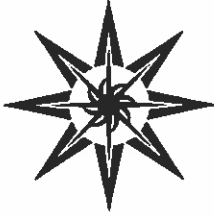
Thank you,
First Washington Realty Team

Michelle Pitsenberger, CPM, RPA
Regional Property Manager

mpitsenberger@firstwash.com

Phone: 816.399.3537

FIRST WASHINGTON REALTY



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 4, 2017
Consent Agenda

Consider 2018 contribution allocation recommended by United Community Services for Human Service Fund grants

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2018 Human Service Fund Recommendation Report and a contribution to UCS of \$7,600

BACKGROUND

For the past several years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2018 budget has designated \$7,600 for this contribution. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2018 Human Service Fund Recommendation Report.

FUNDING SOURCE

Funding is included in the 2018 budget for the Parks and Community Programs.

ATTACHMENTS: 2018 Human Service Fund Recommendation Report

Prepared By: Lisa Santa Maria, Finance Director
Date: November 28, 2017



United Community Services of Johnson County

2018 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Michael Hockley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Cheryl Harrison-Lee
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Janis McMillen, PhD
Justin Nichols
Leo J. Nunnink
Tom Robinett
Sandra Sanchez
Paul Snider
Maury L. Thompson
Kevin Tubbesing
Rick Worrel

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Mary Birch
Dick Bond
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Jeffrey O. Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Jill Quigley
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Elaine Tatham, PhD
Stephen Tatum
David Warm
Ron Wimmer, PhD
Hannes Zacharias

Executive Director

Julie K. Brewer

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the Human Service Fund in 2018.

Together, Johnson County Government and 14 cities committed \$359,715 for the Human Service Fund in 2018. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2018 Human Service Fund grants.

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

Thanks to your support, last year programs receiving Human Service Fund grants served approximately 57,570 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by
January 5, 2018.**

2018 Human Service Fund Applicant History and Recommendations

Applicant	2016 Grant	2017 Grant	2018 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$25,465	\$32,000	\$40,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$20,000	\$20,000	\$20,000	Safety net services for low-income, under/uninsured individuals and families, including emergency assistance (utilities and housing), assistance with access to healthcare, financial education and assistance with income tax filing. Promotes good health and provides OSHA workplace instruction.
Growing Futures Early Education Center	\$8,500	\$9,265	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, which allows parents to maintain full-time education or employment. Crisis assistance for enrolled families who need help with food and housing.
Harvesters	\$8,000	\$10,000	\$12,000	BackSnack and Kids Café program provides a backpack of food for low-income food insecure school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$45,300	\$42,000	\$42,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Transitional Housing of Kansas	No request	\$5,000	\$6,000	Transitional housing for homeless youth and adults, including case management, budget counseling, and supportive services.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$9,000	\$9,000	Case management for homeless single females and homeless families with children who receive shelter, meals, and transportation assistance from IHN.
Jewish Family Services	No request	\$0	\$5,000	Food, Shelter and Employment program provides array of safety-net to low-income families.
Kansas Children's Service League	\$19,800	\$19,800	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$15,400	\$15,400	\$17,500	The Street Outreach Services Program serves runaway and homeless youth, with goal of safe housing. Addresses youths' immediate needs; related services and case management are available.
SAFEHOME	\$18,000	\$18,000	\$19,865	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for women in the agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$15,000	\$18,000	\$18,000	Emergency and transitional housing for homeless and near homeless families in Johnson County, including related services and case management.
Sunflower House	\$32,500	\$32,500	\$37,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$15,000	\$10,000	\$10,000	Implementation of "Talk, Read, Play" Intensive Model at two early childhood centers which serve low-income children. TRP strengthens parents' abilities to support their child's early learning and literacy development.
Total	\$301,965	\$310,965	\$335,930	The 2017 federal poverty level for a family of three is \$20,420.

2018 Human Service Fund Recommendations

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

\$40,000

Recommendation

Results Projected: Program results include children who will not be substantiated as victims of additional abuse or neglect, have a stable adult presence in their lives, and when eligible, will complete high school or earn a GED. CASA anticipates serving 480 Johnson County children during 2018.

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

\$70,000

Recommendation

Results Projected: During 2018, the agency anticipates serving 34,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will undergo a case manager-led financial assessment, and 75% of clients will attend financial literacy education, and receive one-on-one coaching according to assessed financial need and capability.

El Centro, Inc. Funding is recommended for El Centro Family Services Center – Comprehensive Safety-Net Services in Olathe/Johnson County Office. Safety net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services include Economic Empowerment (emergency assistance and financial education classes), Volunteer Income Tax Assistance Program, and OSHA Workplace Informational Instruction (certified classes on workplace safety and prevention of health hazards in workplace). El Centro is

\$20,000

Recommendation

moving toward a more intensive service model based upon the Financial Opportunity Center model, which incorporates strength-based case management and economic empowerment, with a focus on workforce training and development, in addition to financial literacy and coaching and income supports.

Results Projected: During 2018 El Centro expects to serve 1,340 Johnson County residents at the Olathe office. Results include meeting clients' basic needs, assisting clients in obtaining an ITIN (if needed) and filing income taxes, and educating clients about workplace safety and obtain OSHA certification training – thereby building workforce safety.

**Growing Futures
Early Education
Center**

\$9,265

Recommendation

Funding is recommended for Growing Futures' Head Start Wrap Around Care/Full Day Program which provides scholarships to assist families experiencing financial hardships and unable to pay their share of child care fees for the full day of care (7:00a.m.-5:30p.m.). This allows for continuity of early childhood care and education. The majority of children in the Wrap Around Care program are Head Start-eligible (living at 100% of federal poverty level). Crisis assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

Results Projected: Children maintain enrollment in the program even though families face financial hardship, and children will illustrate school readiness in the five Head Start Learning Framework developmental domains. During 2018 Growing Futures projects serving 100 Johnson County children with the Wrap Around Care/Full Day Program.

Harvesters

\$12,000

Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. During 2017-18 school year, Harvesters will collaborate with 53 schools in Johnson County for BackSnack. Harvesters delivers meals directly to Kids Café sites and provides meals at no cost to recipients. Free and reduced lunch school statistics help determine location of Kids Café sites. During 2017-18 school year, there will be 20 Kids Café sites in Johnson County.

Results Projected: In 2018, through the BackSnack program, the agency anticipates serving 1,980 Johnson County children and distributing 67,320 backpacks, and providing 27,960 meals to 2,177 children through at least 20 Kids Cafe sites. Results include positive effects on children's grades, behavior and health.

Health Partnership Clinic (HPC)
\$42,000 Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe. HPC targets serving individuals living at or below 200% of the Federal Poverty Level; 56% of clients are uninsured and 34% have public insurance or Medicaid. Health Partnership Clinic, Johnson County's largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services. Specialty care is provided through a network of providers.

Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2018 HPC anticipates serving 12,003 Johnson County residents through 34,509 patient office visits or encounters.

Hillcrest Ministries of MidAmerica
\$6,000 Recommendation

Funding is recommended for Hillcrest's Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (ages 16-21), families (children and adults), and single adults will be provided in eight apartments located in Overland Park. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless (100% or below of Federal Poverty Level). The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (3 months). A food and basic-needs pantry is also provided at the Overland Park facility.

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

Jewish Family Services
\$5,000 Recommendation

For the first time, Jewish Family Services is recommended for funding of the Food, Shelter, & Employment program (FS&E). This program provides low-income (at or below 150 percent of poverty) families a one-stop array of coordinated services including employment coaching, financial education, income supports, and food and emergency assistance, without regard to religious affiliation. Service delivery emphasizes an integrated approach to financial improvement.

Results projected: During 2018 the agency expects to serve 200 Johnson County residents. Clients will secure and retain employment, and improve their financial situation as evidenced by improved credit score, and increased income and sustainability.

Johnson County Interfaith Hospitality Network (JoCoIHN) JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting and money management, and assistance with job and housing searches. Services are provided by 3,300 volunteers through partnerships with 35 faith congregations.

\$9,000 Recommendation

Results Projected: During 2018 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network.

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

\$19,800 Recommendation

Results Projected: During 2018, 135 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

KidsTLC Funding is recommended for KidsTLC Street Outreach Services Program (SOS) which provides intervention services to clients aged 12-24 (including young families) who are homeless or at-risk of homelessness. The primary goal is to get clients into permanent and rapid re-housing, or refer them to shelter and transitional living programs. SOS operates a crisis hotline in order to respond to youth at any time. When youth are interested in further engagement, SOS works to transition them into case management. Within case management the program focuses on educational supports, employment support, financial literacy, and mental health/health care support. In 2017 and into 2018 KidsTLC partners (or will partner) with two public school districts to provide homeless students (as defined by KS Dept. of Education which uses McKinney Vento legislation terminology) and their families with housing/utility assistance, mental health assistance, and emergency relief.

\$17,500 Recommendation

Results Projected: During 2018 the organization estimates serving 70 Johnson County residents through this program. Program results include securing housing for youth, and connecting families and youth to case management and other critical services, with a main focus on impacting youth and families within the Olathe and Shawnee Mission School Districts through their Impact Olathe and Project Home programs.

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

\$19,865

Recommendation

Results Projected: Program participants secure employment, enroll in job training or education programs, and achieve budgeting/credit goals. The agency projects this program will serve 225 Johnson County residents during 2018.

Salvation Army Olathe Funding is recommended to assist low and very low income homeless families in Johnson County with food and temporary shelter at the Johnson County Family Lodge (a homeless shelter) in Olathe. In most cases, the Lodge provides up to 90 days of shelter. Residents meet weekly with a case manager who utilizes the strengths-based case management model. Parenting and financial literacy classes are offered, as well as skill building in becoming gainfully employed and building a support system, and navigating mainstream resources.

\$18,000

Recommendation

Results Projected: In addition to providing safe shelter, results include families who increase their skills or income, apply for mainstream services (SNAP, TAF, Medicaid, etc.) and move into transitional or permanent housing. The Family Lodge anticipates serving 175 Johnson County residents during 2018.

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

\$37,500

Recommendation

Results Projected: Children are knowledgeable of strategies to recognize, resist and report abuse; youth who receive mobile technology and web education will indicate they will report unwanted electronic communication, and can identify how to report it; and, mandated reporters and caring adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 14,000 Johnson County residents during 2018.

The Family Conservancy Funding is recommended for “Talk, Read, Play” (TRP), a parent-child initiative lead by The Family Conservancy since 2011. The Talk Read Play Intensive program model, developed in 2014, will be implemented in one to two Johnson County child care programs which serve families who receive state subsidy for child care costs. Talk Read Play trains child care providers and addresses parents’ basic abilities to support their child’s early learning and literacy development. It helps parents interact intentionally with their children, furthering at home the lessons child development educators begin building with children in the classroom. Talk Read Play places special emphasis on reaching low-income parents where research suggests it has potential to have a greater impact on children’s healthy development.

\$10,000 Recommendation

Results Projected: Parents increase in frequency of talking, reading and playing with their children. Child care providers increase utilization of Talk Read Play strategies in the classroom, distribution of Talk Read Play materials to families, and on-site parent event activities. During 2018 The Family Conservancy plans to serve 150 to 300 Johnson County residents.

2018 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- o Jennifer Bruning, *Committee Chair*, Kansas State Alliance of YMCAs
- o Brian Brown, TeamHealth
- o Tara S. Eberline, Foulston Siefkin, LLP
- o Janis McMillen, Community Volunteer
- o Justin Nichols, Lathrop & Gage LLP
- o Sandra Sanchez, Community Volunteer

Community Members

- o Nicole Russell, Waddell & Reed Financial, Inc.
- o Rebecca Yocham, City of Lenexa

Staff support: Marya Schott, UCS Community Initiatives Director

APPENDIX A

2018 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$131,775
De Soto	\$2,180
Edgerton	\$1,800
Gardner	\$6,000
Leawood	\$15,000
Lenexa	\$18,500
Merriam	\$7,600
Mission	\$7,600
Olathe	\$50,100
Overland Park	\$80,200
Prairie Village	\$7,600
Roeland Park	\$4,285
Shawnee	\$23,900
Spring Hill	\$1,800
Westwood*	\$1,375
Total from County Government & Cities	\$359,715
Interest	<u>\$1,215</u>
Subtotal	\$360,930
UCS Administration	<u>\$25,000</u>
Total Available to Allocate	\$335,930

*Westwood's contribution is pending

2018 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. The human service safety net cares for and protects the vulnerable, and provides pathways and opportunities for the disadvantaged to become contributing members of society. Components of the safety net that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2018

The HSF supports programs that benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

1. Programs funded by the HSF must deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
2. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
3. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
4. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.

ELIGIBILITY

- Current §501(c)(3) designation and in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information, such as, but not limited to, the most recent IRS Form 990.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability or national origin.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 4, 2017
Consent Agenda

Consider 2018 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2018 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$40,000 from the 2018 Parks & Community Programs Budget.

BACKGROUND

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

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

FUNDING SOURCE

Funding is included in the 2018 budget for the Parks and Community Programs.

ATTACHMENTS: 2018 Alcohol Tax Fund Recommendation Report

Prepared By: Lisa Santa Maria, Finance Director
Date: November 28, 2017



United Community Services of Johnson County

Date: November 7, 2017
To: Wes Jordan, City Administrator, Prairie Village
From: Julie K. Brewer, Executive Director *JKB*
Re: Allocation of 2018 Alcohol Tax Fund

Board Members

Michael Hockley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Cheryl Harrison-Lee
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Janis McMillen, PhD
Justin Nichols
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Tom Robinett
Sandra Sanchez
Paul Snider
Maury L. Thompson
Kevin Tubbesing
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David Cook, PhD
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SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Jill Quigley
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Elaine Tatham, PhD
Stephen Tatum
David Warm
Ron Wimmer, PhD
Hannes Zacharias

Executive Director

Julie K. Brewer

2018 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), a project of United Community Services, has prepared and approved the recommendations for allocation of 2018 Alcohol Tax Funds (ATF). The recommendations are in line with expectations under KSA 79-41a04. The enclosed report is submitted for the City of Prairie Village's consideration. The DAC is an advisor to the City of Prairie Village on the expenditure of these funds. To receive an electronic version of the document, please contact Marya Schott, maryas@ucsjoco.org.

The city has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests **the city confirm its acceptance of these recommendations and the city's funding distributions as stated on the distribution chart**. UCS, the DAC and ATF grant recipients understand that distribution of city funds may be altered should Kansas tax policy change, or revenues are not received by the City as expected. **Enclosed is a verification statement which we request be signed and returned to UCS by December 18, 2017.** If the ATF Recommendations Report will be considered during a city council or committee meeting, and you would like a representative of the DAC present, please notify Marya Schott.

Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. The UCS/DAC administrative cost of approximately 5% is prorated among all jurisdictions.

Thank you for your continued support of this allocation process, which targets public resources to address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents. Last year 70,825 residents benefited from ATF supported programs. Please contact me or Marya Schott if you have additional questions.

Enclosures: 2018 Alcohol Tax Fund Recommendations Report
Alcohol Tax Fund Distribution Chart
2018 Alcohol Tax Fund Recommendations Verification
2018 Grantee List

cc: Lisa Santa Maria



DATE: November 7, 2017
TO: Wes Jordan, City Administrator, City of Prairie Village
CC: Lisa Santa Maria
FROM: Julie K. Brewer, Executive Director *JKB*
RE: 2018 Alcohol Tax Fund Recommendations and Distributions

The Drug and Alcoholism Council (DAC), a program of United Community Services (UCS), and the UCS Board of Directors have approved recommendations for allocation of 2018 Alcohol Tax Funds (ATF). With the understanding that distribution of ATF dollars may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City's acceptance of the 2018 ATF Recommendations Report, and agreement to distribute 2018 ATF dollars as stated on the Alcohol Tax Fund Distribution chart included with this memo.

Please sign this memo and return it by fax, postal mail or email to UCS by **December 18, 2017**.

Please let Marya Schott know if you have any questions (maryas@ucsjoco.org)

Thank you.

2018 Alcohol Tax Fund Recommendations Verification

The City of Prairie Village accepts the 2018 ATF Recommendations Report as approved by the DAC and UCS. With the understanding that distribution of ATF dollars may be altered should Kansas tax policy change or revenues are not received by the City as expected, the City agrees to distribute funds as stated on the 2018 ATF distribution chart provided by UCS.

Name: _____

Signature: _____

Title: _____ Date: _____

Fax: 913-492-0197
12351 W. 96th Terrace, Suite 200
Lenexa, KS 66215
maryas@ucsjoco.org



2018 ATF Distribution

PRAIRIE VILLAGE: \$40,000

UCS administration	\$1,921
Shawnee Mission School District	\$599
Lorraine's House	\$336
Prefered Family Healthcare	\$2,412
Friends of Recovery	\$1,010
The Family Conservancy	\$748
Heartland Regional Alcohol & Drug Assessment Center	\$3,073
Cornerstones of Care	\$1,212
Jo. Co. Mental Health Center Adolescent Center for Treatment	\$5,122
Johnson County Mental Health Center Adult Detoxification Unit	\$5,426
Johnson County Mental Health Center Adult Dual Diagnosis	\$3,333
Johnson County Mental Health Center Prevention Services	\$1,907
Johnson County Court Services	\$2,744
First Call	\$606
SAFEHOME	\$517
Johnson County Dept. of Corrections	\$219
KidsTLC	\$936
KVC	\$1,414
Mirror, Inc.	\$3,556
Artists Helping the Homeless	\$2,255
Johnson County District Attorney	\$654
Total	\$40,000

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

School Districts and UCS

Blue Valley School District
 Superintendent: Dr. Todd White
 Contact: Dr. Mark Schmidt
 15020 Metcalf
 Overland Park, KS 66283
 (913) 239-4044
 (913) 239-4154 (fax)
 mrschmidt@bluevalleyk12.org

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

Spring Hill School District
 Superintendent: Dr. Wayne Burke
 Contact: Clay Frigon
 101 East South Street
 Spring Hill, KS 66083
 (913) 592-7355
 (913) 592-2847 (fax)
 frigonc@usd230.org

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

Shawnee Mission School District
 Superintendent: Dr. Kenny Southwick
 Contact: Robin Bell
 8200 W. 71 St.
 Shawnee Mission KS 66204
 (913) 993-6422
 robbell@smsd.org

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

Community-Based Agencies and Departments of County Government

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

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

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

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

Boys & Girls Club of Greater Kansas City
 Exec Director: David A. Smith
 Program Contact: Jason Roth
 4001 Blue Parkway, Ste. 102
 Kansas City, MO 64130
 (816) 462-1032
 (816) 361-3675 (fax)
 jroth@helpckkids.org
 Finance Contact: Martin Schwarzenberger
 816-462-0141; mschwarzenberger@helpckkids.org

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

**Heartland Regional Alcohol & Drug
 Assessment Center (RADAC)**
 Exec. Director/Contact: Jason Hess
 P.O Box 1063
 Mission, KS 66222
 (913) 789-6404
 (913) 789-0954 (fax)
 jason@hradac.com

Johnson County District Attorney

District Attorney: Steve Howe
Contact: Letitia Ferwalt
100 N. Kansas Ave, PO Box 728
Olathe, KS 66061
(913) 715-3099
(913) 715-3040 (fax)
Letita.Ferwalt@jocogov.org

Johnson County Court Services

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

KidsTLC

Interim CEO: Mark Siegmund
Contact: Heidi Wooten
480 S. Rogers Rd.
Olathe, KS 66062
(913) 324-3630
(913) 780-3387 (fax)
hwooten@kidstlc.org

Lorraine's House, Inc.

Contact: Lucy Brown
115 North Cooper St.
Olathe, KS 66061
(913) 486-0975
(913) 273-0720 (fax)
lucyb@avenuestorecovery.net

Mirror, Inc.

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

SAFEHOME, Inc.

Exec Director: Janee Hanzlick
Contact: Anna Kraxner
P.O. Box 4563
Overland Park, KS 66204
(913) 378-1559
(913) 432-9302 (fax)
anna.kraxner@safehome-ks.org

Johnson County Dept. of Corrections

Interim Director: Robert Sullivan
Contact: Kieth Clark
588 E. Santa Fe, Ste. 3000
Olathe, KS 66061
(913) 715-4511
(913) 715-4557 (fax)
kieth.clark@jocogov.org

Johnson County Mental Health Center

Exec Director: Tim DeWeese
6000 Lamar, Ste. 130
Mission, KS 66202
Adolescent Center for Treatment
Adult Detoxification Unit
Adult Dual Diagnosis
Contact: Deborah Stidham
(913) 715-7638
(913) 826-1594 (fax)
deb.stidham@jocogov.org
Prevention Services
Contact: Shana Burgess
(913) 715-7880
(913) 715-7881 (fax)
shana.burgess@jocogov.org

KVC Behavioral HealthCare, Inc.

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

Preferred Family Healthcare

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

The Family Conservancy

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



United Community Services of Johnson County

2018 ALCOHOL TAX FUND RECOMMENDATIONS REPORT DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

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- Stephen Tatum
- David Warm
- Ron Wimmer, PhD
- Hannes Zacharias

Executive Director

Julie K. Brewer

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

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

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

The DAC's grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to accept the recommendations by December 18, 2017.**

Together, Johnson County Government and nine cities committed \$2,061,072 for 2018 ATF (listed on page 11). Twenty-five applications plus UCS administration fee totaled \$2,149,428 in funding requests. After studying applications, meeting with applicants and deliberating, the DAC developed funding recommendations. This report reflects those recommendations and is organized in two sections: Education, Prevention and Intervention; and, Treatment and Recovery.

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



Applicant	2016 Allocation	2017 Allocation	2018 Request	2018 Recommendation
Blue Valley USD 229	\$59,450	\$57,770	\$55,175	\$55,175
De Soto USD 232	\$24,750	\$22,775	\$21,584	\$21,584
Olathe USD 233	\$49,125	\$43,000	\$59,078	\$59,078
Shawnee Mission USD 512	\$45,000	\$27,000	\$27,000	\$27,000
Spring Hill USD 230	\$23,060	\$23,060	\$22,560	\$22,560
Artists Helping Homeless	\$10,000	\$10,000	\$25,000	\$25,000
Boys and Girls Club	\$10,000	\$10,000	\$15,000	\$15,000
Cornerstones of Care	\$60,000	\$55,000	\$60,000	\$60,000
First Call	\$25,000	\$26,500	\$30,000	\$30,000
Heartland RADAC	\$117,000	\$152,128	\$152,128	\$152,128
JoCo Court Services	\$102,245	\$90,536	\$141,377	\$141,377
JoCo Dept. of Corrections	\$12,410	\$12,410	\$12,300	\$12,300
JoCo District Attorney	\$8,250	\$6,000	\$7,250	\$7,250
JoCo MHC Prevention	\$100,000	\$100,000	\$110,000	\$100,000
SAFEHOME	\$20,706	\$22,386	\$25,570	\$25,570
The Family Conservancy	\$35,550	\$37,000	\$37,000	\$37,000
Subtotal	\$702,546	\$695,565	\$801,022	\$791,022
Friends of Recovery	\$40,000	\$50,000	\$50,000	\$50,000
JoCo MHC Adolescent Center for Tx.	\$253,510	\$253,510	\$253,510	\$253,510
JoCo MHC Adult DeTox Unit	\$268,581	\$268,581	\$278,581	\$268,581
JoCo MHC Dual Diagnosis Adult Outpatient	\$108,885	\$140,000	\$165,000	\$165,000
KidsTLC	\$44,613	\$45,657	\$46,315	\$46,315
KVC Behavioral HealthCare			\$125,000	\$70,000
Lorraine's House			\$30,000	\$16,644
Marillac	\$30,000			
Mirror Inc.	\$132,000	\$176,000	\$176,000	\$176,000
Preferred Family Healthcare	\$102,000	\$102,000	\$125,000	\$125,000
Subtotal	\$979,589	\$1,035,748	\$1,249,406	\$1,171,050
Total	\$1,682,135	\$1,731,313	\$2,050,428	\$1,962,072
UCS Administration Fee	\$98,000	\$99,000	\$99,000	\$99,000
Total allocation/request & UCS Adm.	\$1,780,135	\$1,830,313	\$2,149,428	\$2,061,072

2018 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

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

School District Programs

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

Blue Valley School District

Request: \$55,175

Recommendation: \$55,175

The DAC recommends Blue Valley School District be awarded \$55,175 to support funding for continuation of Sobriety Support groups led by therapists from outside the district; 15 Building Drug and Alcohol Coordinators and two district coordinators; substitutes during coordinators' meetings; *AlcoholEdu* (an on-line program implemented in all high schools and the Academy); curriculum and assessment tools for *Reconnecting Youth*, and drug assessments of students suspended for drug related offenses. During the 2017-18 school year, the district anticipates serving approximately 13,764 adults and students through ATF supported programs.

De Soto School District

Request: \$21,584

Recommendation: \$21,584

The DAC recommends the De Soto School District be awarded \$21,584 to support implementation of *Too Good for Drugs* (elementary and middle school students), *AlcoholEdu* (high school), and high school prevention clubs. Additionally, ATF funding will support the district's coordinator for substance abuse programming, and professional development training for counselors and social workers. During the 2017-18 school year, the district anticipates serving approximately 10,514 adults/parents and 7,008 youth/students through ATF supported programs.

Olathe School District

Request: \$59,078

Recommendation: \$59,078

The DAC recommends the Olathe School District be awarded \$59,078 to support the implementation of *Second Step* (delivered in middle school), sobriety support groups (high school), student substance abuse assessments, parent education through *Guiding Good Choices* (provided in English and Spanish for parents of students who are identified by school), *AlcoholEdu* (all high schools), and *Life Skills* (delivered in an alternative program for grades 8-

12). During the 2017-18 school year the district anticipates serving approximately 9,400 adults and students through ATF supported programs.

Shawnee Mission School District

Request: \$27,000

Recommendation: \$27,000

The DAC recommends the Shawnee Mission School District be awarded \$27,000 to support implementation of *AlcoholEdu* (all high schools and Horizons). During the 2017-18 school year the district anticipates serving approximately 1,566 students through this ATF supported program.

Spring Hill School District

Request: \$22,560

Recommendation: \$22,560

The DAC recommends the Spring Hill School District be awarded \$22,560 to support four evidence-based programs: *Project Alert* (7th grade), *Al's Pals: Kids Making Health Choices* (kindergarten), *AlcoholEdu* (9th grade), and *Peer Assistance and Leadership* (high school). Funding also includes support of *Students Against Destructive Decisions* (SADD – high school), and the district's Mental Health Social Worker who provides support to students in grades 6-12. During the 2017-18 school year the district anticipates serving 2,320 students through ATF supported programs.

Note: Gardner Edgerton School District did not apply for 2018 ATF support.

Community-based Programs

Artists Helping the Homeless

Request: \$25,000

Recommendation: \$25,000

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$25,000 for implementation of *Be The Change*, a program that helps people who are homeless access services to meet their needs and address underlying conditions of their homelessness. AHH provides transportation and housing, and a continuum of support including coordination of care to homeless adults, most of whom have substance abuse issues. Since its inception in 2010, AHH has helped enroll over 1,000 adults in social detox and treatment programs. Referrals come from hospitals, law enforcement, mental health and aging service providers, agencies which provide substance abuse recovery services, and from other individuals who are homeless. In 2018 Artists Helping the Homeless anticipates serving 200 Johnson County residents.

Boys and Girls Club

Request: \$15,000

Recommendation: \$15,000

The DAC recommends the Boys and Girls Club be awarded \$15,000 for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. The organization

anticipates serving 325 Olathe youth during 2018; target schools are Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

Cornerstones of Care Request: \$60,000

Recommendation: \$60,000

The DAC recommends that Cornerstones of Care be awarded \$60,000 for the implementation of Functional Family Therapy, an evidence-based in-home family intervention program which addresses a variety of problems facing at-risk youth and their families. In previous years FFT was provided by Gillis Center, one of several organizations which in 2017 merged under the umbrella of Cornerstones of Care. ATF supports FFT for youth who have an identified problem with substance abuse (identified by family or referrals source such as the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections). During 2018 Cornerstones anticipates serving 70 Johnson County youth and families whose problems are related to substance abuse.

First Call Alcohol/Drug Prevention & Recovery

Request: \$30,000

Recommendation: \$30,000

The DAC recommends that First Call be awarded \$30,000 to deliver Family Prevention Services in Johnson County. These services include the following:

- 1) *How to Cope* - This program supports adults (parents/family members) in identifying enabling and co-dependency behaviors, and assists families in abstinence and recovery of their children.
- 2) *Caring for Kids* - Children and youth in the *Caring for Kids* program attend psycho-educational groups which teach them about the effects of substance abuse disorder in the family and help them to develop healthy lifestyles.
- 3) Services within Olathe schools: a sobriety group at Olathe South High School, Life Skills class at Olathe East High School, and Project Choices, Say It Straight at Olathe's North Lindenwood Support Center.
- 4) Life Skills Training at Boys and Girls Club in Olathe
- 5) Educational presentations which target school-aged youth and the general community.

First Call anticipates serving 629 Johnson County residents during 2018.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)

Request: \$152,128

Recommendation: \$152,128

The DAC recommends that Heartland RADAC be awarded \$152,128 to support its recovery coaching, intensive case management and care coordination for Johnson County individuals with co-occurring substance use disorders and mental health issues who are homeless or at-risk of homelessness, and need treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery and eliminate barriers to success. Heartland RADAC's ATF supported services fill a gap in the continuum of services for this population that is otherwise unfunded. During 2018 Heartland RADAC anticipates serving 129 Johnson County clients.

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

Request: \$141,377

Recommendation: \$141,377

The DAC recommends that Johnson County Court Services be awarded \$141,377 to support the salary and benefits for two Court Service Officers who supervise clients in the Juvenile Drug Court, the Minor-In-Possession (MIP) program, and other clients who receive drug/alcohol contracts. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Recidivism rates for juveniles who complete the Drug Court program are considerably lower than juvenile offenders who do not complete the program. The other juvenile cases with drug/alcohol contracts are those that do not reach the higher level of drug court, nor the lower level of MIP. During 2018, Court Services anticipates serving 629 Johnson County youth in these programs.

The Johnson County Department of Corrections

Request: \$12,300

Recommendation: \$12,300

The DAC recommends the Department of Corrections be awarded \$12,300 to support the Voucher Assistance program which supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC), adults who are under Intensive Supervision, and adults on House Arrest or Bond Supervision. Evaluation and treatment services will be provided by Court approved providers and providers who are working under contract at the Adult Residential Center. Corrections anticipates serving 55 Johnson County clients during 2018.

Johnson County District Attorney

Request: \$7,250

Recommendation: \$7,250

The DAC recommends the Johnson County District Attorney be awarded \$7,250 for the *Changing Lives Through Literature program (CLTL)*. This alternative intervention program targets moderate risk criminal defendants. The majority of participants are referred by Adult Diversion, and for those clients a criminal conviction is likely averted with completion of *CLTL* and meeting other diversion conditions. The program uses literature to impact the lives of clients through reading and group discussion. The program is free of charge and offered outside of traditional work hours. *CLTL* defendant participants, judges, and probation officers read literature and participate in facilitated discussion which helps to promote behavioral change. Some of the reading material used during the program relates to drug and alcohol addiction and abuse. Components of *Moral Reconnection Therapy* are incorporated into the program to help address criminal thinking. The District Attorney anticipates serving 30 Johnson County participants during 2018.

Johnson County Mental Health Center, Prevention Services

Request: \$110,000

Recommendation: \$100,000

The DAC recommends Prevention Services be awarded \$100,000 to support staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education/training, and community engagement; and, other expenses associated with the Youth Leadership Summit and Strengthening Families, as well as supplies, consumables and mileage. Prevention Services provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for parents and children (ages 3-16) in higher risk families. During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. During 2018 Prevention Services anticipates serving 3,560 Johnson County residents.

SAFEHOME

Request: \$25,570

Recommendation: \$25,570

The DAC recommends SAFEHOME be awarded \$25,570 to continue its substance abuse assessment and referral program. This program includes an onsite substance abuse screening of every new resident in this domestic violence shelter. If applicable, there is an in-depth substance abuse interview. Assessment are provided as needed by Heartland Regional Alcohol and Assessment Center. SAFEHOME makes referrals to intervention and treatment programs, along with help making connections to services. ATF dollars also support assistance to clients (such as transportation vouchers for travel to treatment), drug testing and bio waste disposal, and professional conferences/training. The organization anticipates serving 94 Johnson County participants during 2018.

The Family Conservancy

Request: \$37,000

Recommendation: \$37,000

The DAC recommends the Family Conservancy be awarded \$37,000 to implement *Conscious Discipline* programming in Johnson County childcare centers that serve families at or below the Federal Poverty Level, and for substance abuse screening and education for all Johnson County clients served by Family Conservancy's counseling programs. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to prevent future risk of substance abuse. During 2018 the agency anticipates serving 470 Johnson County residents.

Treatment and Recovery

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

Friends of Recovery Association

Request: \$50,000

Recommendation: \$50,000

The DAC recommends that Friends of Recovery (FORA) be awarded \$50,000 to provide case management (education, mediation, mentorship, crisis intervention and advocacy) for individuals living in Oxford Houses, and for costs such as office space, printing, audit and supplies. Oxford Houses serve individuals who often have limited resources, and are seeking a supportive environment within which to recover from substance abuse. Friends of Recovery operates 36 Oxford Houses in Johnson County. During 2018 FORA anticipates serving approximately 374 Johnson County participants.

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

Request: \$253,510

Recommendation: \$253,510

The DAC recommends that the Johnson County Mental Health Center's Adolescent Center for Treatment be awarded \$253,510 to deliver an adolescent residential treatment program for youth ages 12-18. This 30-bed facility is the only specialized youth residential program for treatment of substance use disorders in the state of Kansas. The majority of residential patients are court-ordered. Clinicians use Mapping-Enhanced Counseling and *Thinking For Change*. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. During 2018 ACT anticipates serving 57 Johnson County youth.

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

Request: \$278,581

Recommendation: \$268,581

The DAC recommends that the Johnson County Mental Health Center's Adult Detoxification Unit be awarded \$268,581 to provide a social detoxification center delivered at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions primarily come through hospitals and law enforcement. The ADU is the only social detoxification program located in Johnson County and is a cost-effective alternative to hospital emergency rooms or incarceration. During 2018 the Mental Health Center ADU anticipates serving 433 clients from Johnson County.

Johnson County Mental Health Center, Dual Diagnosis Adult Outpatient Program

Request: \$165,000

Recommendation: 165,000

The DAC recommends that the Johnson County Mental Health Center's Dual Diagnosis Adult Outpatient Program be awarded \$165,000 to offer integrated outpatient treatment to adults who have co-occurring substance use disorders and mental health disorders, and to provide

Medication Assisted Treatment (MAT) on a limited basis for clients with Opioid Use Disorder and/or Alcohol Use Disorders who are appropriate for this treatment, but with no means to pay for it. The dual-diagnosis program uses a sliding fee scale to assure access for low-income residents. No one is turned away for inability to pay fees. In 2018, 514 Johnson County residents are anticipated to be served through the Dual Diagnosis program.

KidsTLC

Request: \$46,315

Recommendation: \$46,315

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends that KidsTLC be awarded \$46,315 to support substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 12-18 who reside within the agency's PRTF. Clinical treatment is provided to youth who are dually diagnosed with substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment. Biofeedback, Eye Movement Desensitization and Reprocessing (EMDR), and Dyadic Developmental Psychotherapy (DDP) are also used when appropriate to enhance treatment. Relapse prevention sessions are provided to PRTF residents who are in recovery or were recently in treatment. Prevention education, which utilizes the evidence based program *Positive Action*, is provided to all youth in the PRTF. During 2018 the agency projects serving 49 Johnson County youth.

KVC Behavioral HealthCare

Request: \$125,000

Recommendation: \$70,000

The DAC recommends KVC Behavioral HealthCare be awarded \$70,000 for Family Substance Abuse Recovery Services. This new pilot program will serve Johnson County families who have had children removed from their home (e.g. children are in foster care) and have been assessed by KVC case managers, or are referred by Kansas Department of Children and Families (DCF). During the family assessment, family members will be screened using UNCOPE. If there is indication of substance abuse, there will be a referral to KVC's Licensed Addiction Counselor (LAC) for the KS Client Placement Criteria (KCPC) to be administered. If need for treatment is determined as result of the KCPC, KVC will provide outpatient in-home treatment for families willing to participate. Other options include referring families to local support groups, and in-patient therapy. During 2018 KVC anticipates serving 100 Johnson County adults.

Lorraine's House

Request: \$30,000

Recommendation: \$16,644

The DAC recommends Lorraine's House be awarded \$16,644. Founded in 2016 by Lucy Brown, LAC, CADC III, CIP, CDWF with Avenues to Recovery, Lorraine's House is a structured transitional living program for women recovering from addiction. The target population is women who are transitioning from residential treatment, incarceration, unhealthy living environments or detox. Residents are expected to follow house rules, pay rent, be employed (or actively seeking employment), remain abstinent, and participate in recovery oriented groups. Referral sources include Heartland Regional Alcohol and Drug Assessment Center, Johnson County Mental Health Detox, Preferred Family Healthcare, Connect KC, and former residents. During 2018 Lorraine's House anticipates serving 30 Johnson County residents.

Mirror, Inc.

Request: \$176,000

Recommendation: \$176,000

The DAC recommends that Mirror be awarded \$176,000 to support its residential treatment component for clients with co-occurring disorders (co-occurring disorder of substance use disorder and mental health disorder). Mirror is a statewide organization which provides residential addiction services in three communities, and has provided substance abuse services in Johnson County for 19 years. Located in Shawnee, this program addresses the needs of clients who fall below 200 percent of poverty and cannot access services in a timely manner due to limited state block grant funding. Mirror's 34-bed facility is the only residential program located in Johnson County that serves this population. During 2018, with its ATF grant, Mirror anticipates serving 66 Johnson County residents who have co-occurring disorders.

Preferred Family Healthcare, Inc.

Request: \$125,000

Recommendation: \$125,000

The DAC recommends that Preferred Family Healthcare (PFH) be awarded \$125,000 to support the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy and Somatic Experiencing. Preferred Family Healthcare is a Johnson County Court approved provider for substance abuse services. The lowest fee on PFH's sliding fee scale is \$5/session, however, with approval of the clinical supervisor, individuals with extenuating circumstances who are unable to pay the fee based upon the sliding scale, are not assessed any fees, with the exception of drug/alcohol testing. ATF support in 2018 is contingent upon Preferred Family Healthcare maintaining this fee policy, and continuing to be a court approved provider. During 2018 Preferred Family Healthcare projects serving 1,041 Johnson County residents.

**2018 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdiction	Amount
Johnson County Government	\$131,872
City of Gardner	\$19,200
City of Leawood	\$325,000
City of Lenexa	\$130,000
City of Merriam	\$22,000
City of Mission	\$30,000
City of Olathe	\$215,000
City of Overland Park*	\$1,065,000
City of Prairie Village	\$40,000
City of Shawnee	\$83,000
Total Alcohol Tax Fund	\$2,061,072

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

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

ATF Funding Priorities 2018

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

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

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

- Education and Prevention programs are designed to provide information and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance abuse treatment services, and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

Overall priority is given to:

1. Programs that offer affordable and accessible services to underserved individuals and/or populations at-risk (such as those with low incomes; those involved, or at-risk of involvement, in the child welfare or criminal justice systems).
2. Programs that provide services to meet a current community need (defined through indicator data or Communities That Care survey trends).
3. Programs that address barriers to services such as accessibility, language, culture, and homelessness.
4. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use.
5. Programs that utilize evidence-based programs or promising practices; include quality assurance practices to maintain fidelity; and, use measureable outcome information to improve service delivery.
6. Strategies and services that involve families, parents, guardians, and/or other support systems.

Priority for Education and Prevention Programs include:

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

Priority for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations, the legal system, and/or community-based recovery services during and after treatment in order to sustain treatment and recovery, and provide linkage to community supports.

Applications are evaluated according to these criteria:

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

APPENDIX B

2017 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY

*Ryan Erker, Chair, Erker Law **

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

*Jessica Hembree, Secretary, Health Care Foundation of Greater Kansas City**

*Marcy Knight, Immediate Past-Chair, Attorney, City of Shawnee Representative**

*Wendy Biggs, M.D., University of Kansas Medical Center, Grant Review Committee Chair **

*Nikki Green, Shawnee Mission Medical Center, Grant Review Committee Chair **

*Major David Brown, Lenexa Police Department, City of Lenexa Representative, Grant Review
Committee Co-Chair**

*Cathy Lawless, Community Volunteer, City of Leawood Representative, Grant Review
Committee Co-Chair**

*Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative**

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

Robert Kordalski, Jr., De Soto School District ♦

*Emily Meissen-Sebelius, Children's Mercy Hospital, City of Prairie Village Representative**

*Jaime Murphy, Overland Park Municipal Court, City of Overland Park Representative**

*Liana Riesinger, Francis Family Foundation, City of Mission Representative**

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

Robert Sullivan, Johnson County Manager's Office ♦

*Jill Vincente, City of Olathe Prosecutor's Office, City of Olathe Representative**

* Denotes 2018 ATF Grant Review Committee member

♦ Denotes Non-Voting Ex-Officio member

Staff Support:
Marya Schott, UCS Community Initiatives Director



CITY CLERK DEPARTMENT

Council Committee Meeting Date: December 4, 2017
Council Meeting Date: December 18, 2017

Consider Revisions to Security License Regulations - Chapter 5 Article 4

RECOMMENDATION

Recommend the City Council approve Ordinance 2371 amending Chapter 5 entitled "Business Licenses" Article 4 entitled "Security Licenses" related to the licensing of Security Agents

BACKGROUND

The City of Prairie Village requires Security Companies providing security services within the city boundaries to secure a company license and to license all of the agents providing these services. The license is an annual license based on the calendar year. With the redevelopment and growth occurring within the city two new security companies have become licensed within the past six months: Whelan Security and Rockwell Security joining Titian Security which has been licensed since 2010. The companies are required to secure city licenses for their agents. When the city's code was initially written, both the company license and agents' licenses expired on December 31st.

Currently there are 29 licensed security agents. Seventeen of these agents were licensed after August of this year. The licensing process requires the submittal of significant documentation and background investigations to be conducted. It is the recommendation of city staff responsible for the processing of these applications that they not be renewed on a calendar year basis, but annually based on the month their initial license was issued. This is the process for almost all of the licenses issued by the city.

With the proposed implementation of this change, other language was revised to more clearly reflect the licensing requirements. The proposed deletions and new language are reflected in the attached code section.

ATTACHMENTS

Chapter 5, Article 4 of the Prairie Village Municipal Code
Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk

November 20, 2017

- 5-404. LICENSE FEES, TERMS, EXPIRATIONS. (a) The annual fee for a security service license shall be adopted by the governing body and shall be on record in the office of the city clerk. The term of the license will be January 1st through December 31st.
- (b) Every person making application for or receiving a license for a security service within the first six months of the calendar year shall pay the full amount of the fee provided herein. If such person makes application during the last six months of the calendar year, he or she shall pay one-half the license fee for the current calendar year in which such application is made.
- (c) Application for renewal may be made 30 days prior to expiration date.
- (d) ~~Licenses expire on December 31st of each year and all such licenses shall be returned to the city clerk for destruction within 30 days after the date of expiration.~~
- (e)(d) Licenses issued under this article are not assignable or transferable.
- (f)(e) License fees are not refundable upon cancellation during a calendar year.
- (g)(f) Licenses shall automatically terminate and expire upon the cancellation, expiration, lapsing or termination of any liability insurance policy required by section 5-503.
- (Code 1973, 5.20.040; Ord. 1762, Sec. 2; Ord. 2072)

- 5-405. LICENSE REQUIREMENTS FOR AGENTS. A license holder for conducting security services within the City shall be responsible for identifying all security agents of the company providing security services on behalf of the company. The license holder shall submit to the city clerk, in writing, notification of agents and containing the information set forth below:
- (a) Agent's name, current address, one recent photograph of the agent, two applicant fingerprint cards, the date of birth and social security number of the agent, **employment verification letter stating the location of the security assignment, copy of agent's driver's license;**
- (b) All residential addresses of the agent for the five years immediately preceding the date of notification;
- (c) If the agent will carry a firearm and it is to be concealed in the course of their assigned duty, it must be in accordance with K.S.A. 75-7b17;
- (d) If the agent shall use their own vehicle in the course of serving as an agent providing security services, a description of such vehicle, including the vehicle registration number thereof and proof of liability insurance meeting the requirements of the State of Kansas attached;
- (e) The Chief of Police may, with respect to any agent, require such additional information as he or she may reasonably deem necessary;
- (f) The license holder shall be responsible for issuing an agent identification card to be carried by the agent at all times they are providing security duties within the city. The identification card shall contain a minimum of the following information:
- (1) The name of the license holder company identification;
 - (2) The full name of the agent;
 - (c) The date of birth of the agent;
 - (4) The social security number of the agent;
 - (5) A picture of the agent;
 - (6) The right thumb print of the agent;
 - (7) Identification to be signed by the registered license holder;
 - (8) The term "firearms authorized" shall be clearly stated on the face of the identification card if the license holder requires and authorizes the carrying of a non-concealed weapon in the course of employment.

(g) Uniforms clearly identifying the agent as an employee of a license holder are required. Uniforms may not be designed such that they appear to be that of a police officer for the City of Prairie Village, or any other federal, state, county, or city police department.

(Code 1973, 5.20.050; Ord. 1644; Ord. 2072)

5-406. AGENT FEES, TERMS, EXPIRATIONS. (a) The license holder shall be responsible for paying to the City a fee adopted by the Governing Body and on record in the office of the city clerk for each individual agent assigned to work within the city. ~~Agent fees are per calendar year, January 1st through December 31st. Agent licenses shall be issued for period of one year, provided that such licenses shall automatically expire upon the expiration or termination of the license for such agent's security service company.~~

(b) When the license holder submits the notification for agent as required by section 5-405, the agent fee will be attached. Agent notification and fee payment must be made to the office of City Clerk prior to the agent performing security duties within the city.

~~(c) Agent renewals shall be done annually based on initial licensing month. Fees will be collected regardless of the month employment begins, and will end on December 31st of the same year.~~

(d) Agent notification may be made 30 days prior to expiration date.

(e) Agent notification and fees under this article are not assignable or transferable.

(f) Agent fees are not refundable if the agent leaves license holder's employment during the calendar year.

(Code 1973, 5.20.060; Ord. 2072)

5-407. CERTIFICATION OF AGENT QUALIFICATIONS. (a) The license holder shall certify to the City that all agents working for them have been the object of a "complete and diligent background investigation" to determine if they meet the minimum requirements of the City.

(b) The license holder must certify that the agent:

(1) Is not less than 18 years of age;

(2) Is of good moral character;

(3) Has not been convicted of any criminal felony or misdemeanor violations;

(4) Has not been convicted of any crime involving illegally using, carrying or possessing a dangerous weapon;

(5) Is employed by the security company presently holding a license to operate within the City.

(Code 1973, 5.20.070; Ord. 1644; Ord. 2072)

ORDINANCE NO. 2371

AN ORDINANCE AMENDING SECTIONS 5-404 ENTITLED "LICENSE FEES, TERMS, EXPIRATIONS; 5-405 ENTITLED "LICENSE REQUIREMENTS FOR AGENTS" AND 5-406 ENTITLED "AGENT FEES, TERMS, EXPIRATIONS OF ARTICLE 4, CHAPTER 5 ENTITLED "BUSINESS REGULATIONS" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS

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

SECTION ONE:

Sections 5-404; 5-405 and 5-406 of Article 4 of Chapter 5 entitled "Business Regulations" of the Code of the City of Prairie Village, Kansas are hereby amended to read as follows:

5-404. LICENSE FEES, TERMS, EXPIRATIONS.

- (a) The annual fee for a security service license shall be adopted by the governing body and shall be on record in the office of the city clerk. The term of the license will be January 1st through December 31st.
- (b) Every person making application for or receiving a license for a security service within the first six months of the calendar year shall pay the full amount of the fee provided herein. If such person makes application during the last six months of the calendar year, he or she shall pay one-half the license fee for the current calendar year in which such application is made.
- (c) Application for renewal may be made 30 days prior to expiration date.
- (d) Licenses issued under this article are not assignable or transferable.
- (e) License fees are not refundable upon cancellation during a calendar year.
- (f) Licenses shall automatically terminate and expire upon the cancellation, expiration, lapsing or termination of any liability insurance policy required by Section 5-503.

5-405. LICENSE REQUIREMENTS FOR AGENTS. A license holder for conducting security services within the City shall be responsible for identifying all security agents of the company providing security services on behalf of the company. The license holder shall submit to the city clerk, in writing, notification of agents and containing the information set forth below:

- (a) Agent's name, current address, one recent photograph of the agent, two applicant fingerprint cards, the date of birth and social security number of the agent, employment verification letter stating the location of the security assignment, copy of agent's driver's license;
- (b) All residential addresses of the agent for the five years immediately preceding the date of notification;

- (c) If the agent will carry a firearm and it is to be concealed in the course of their assigned duty, it must be in accordance with K.S.A. 75-7b17;
- (d) If the agent shall use their own vehicle in the course of serving as an agent providing security services, a description of such vehicle, including the vehicle registration number thereof and proof of liability insurance meeting the requirements of the State of Kansas attached;
- (e) The Chief of Police may, with respect to any agent, require such additional information as he or she may reasonably deem necessary;
- (f) The license holder shall be responsible for issuing an agent identification card to be carried by the agent at all times they are providing security duties within the city. The identification card shall contain a minimum of the following information:
 - (1) The name of the license holder company identification;
 - (2) The full name of the agent;
 - (3) The date of birth of the agent;
 - (4) The social security number of the agent;
 - (5) A picture of the agent;
 - (6) The right thumb print of the agent;
 - (7) Identification to be signed by the registered license holder;
 - (8) The term "firearms authorized" shall be clearly stated on the face of the identification card if the license holder requires and authorizes the carrying of a non-concealed weapon in the course of employment.
- (g) Uniforms clearly identifying the agent as an employee of a license holder are required. Uniforms may not be designed such that they appear to be that of a police officer for the City of Prairie Village, or any other federal, state, county, or city police department.

5-406. AGENT FEES, TERMS, EXPIRATIONS.

- (a) The license holder shall be responsible for paying to the City a fee adopted by the Governing Body and on record in the office of the city clerk for each individual agent assigned to work within the city. Agent licenses shall be issued for period of one year, provided that such licenses shall automatically expire upon the expiration or termination of the license for such agent's security service company.
- (b) When the license holder submits the notification for agent as required by section 5-405, the agent fee will be attached. Agent notification and fee payment must be made to the office of City Clerk prior to the agent performing security duties within the city.
- (c) Agent renewals shall be done annually based on initial licensing month.
- (d) Agent notification may be made 30 days prior to expiration date.
- (e) Agent notification and fees under this article are not assignable or transferable.
- (f) Agent fees are not refundable if the agent leaves license holder's employment during the calendar year.

SECTION TWO:

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS ____ DAY OF DECEMBER, 2017.

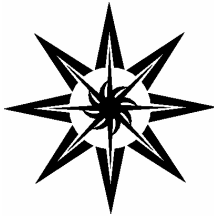
Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 4, 2017

Council Meeting Date: December 18, 2017

CONSIDER CONSTRUCTION CONTRACT FOR THE 2017 PARK PROJECT

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Phillips Construction KC for the 2017 Park Project for \$145,952.98.

BACKGROUND

The 2017 Park Project is budgeted for improvements in Windsor Park and includes a new shelter, swing sets and a portion of trail. This construction will switch the location of the existing shelter and swing sets as shown in the rendering.

On October 20, 2017, the City Clerk opened bids for the project. Seven acceptable bids were received. The base bids were:

Phillips Construction KC	\$136,952.98
Primetime Contracting	\$201,752.50
Mega	\$197,840.00
Benchmark	\$208,427.78
B. Dean	\$190,043.72
Zimmerman	\$178,990.34
Genesis	\$249,136.91
Landscape Architects Estimate	\$151,013.50



The Landscape Architect has reviewed all bids, corrected for minor math errors, and has recommended award of the low bid.

The additional \$10,000 in award will be used for alternates in the contract bid to include decorative trusses in the new shelter, new trees planted on site and installation of picnic tables.

FUNDING SOURCES

The funding is available in the 2017 CIP Parks Projects.

RELATION TO VILLAGE VISION

2. I. Enhancing Parks and Open Space

CFS2.b. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters picnic facilities, athletic fields, etc.

ATTACHMENTS

1. Construction Agreement with Phillips Construction KC

PREPARED BY

Melissa Prenger, Senior Project Manager

November 30, 2017

**CONSTRUCTION CONTRACT
FOR
PROJECT

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
PHILLIPS CONSTRUCTION KC LLC**

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and PHILLIPS CONSTRUCTION KC LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project **Prairie Village Parks - 2017 Improvement Project** , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City’s agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

ADVERSE WEATHER shall have the meaning set forth in Section 9.3 hereof.

APPLICATION FOR PAYMENT shall mean a written request for compensation for Work performed on forms approved by the City.

BID shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

BID DOCUMENTS shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

BID PROPOSAL shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

BIDDER shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

BONDS shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

CERTIFICATE FOR PAYMENT shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

CHANGE ORDER is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

CITY shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

CONTRACT or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be

carried out and the Project shall be constructed fully in accordance with the Contract Documents.

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

CONTRACT TIME shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

CONTRACTOR shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

DEFECTIVE WORK shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

FIELD ORDER shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

FINAL ACCEPTANCE shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

GENERAL CONDITIONS shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

INSPECTOR shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

NOTICE TO PROCEED shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

PAY ESTIMATE NO. ____ or FINAL PAY ESTIMATE shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

PLANS shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

PROJECT shall mean the Project identified in the first paragraph hereof.

PROJECT MANAGER shall mean the person appointed by the Public Works Director for this Contract.

PROJECT MANUAL shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

PROJECT SEGMENTS shall have the meaning set forth in Section 7.1 hereof.

PUBLIC WORKS DIRECTOR shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

SHOP DRAWINGS shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

SPECIAL CONDITIONS shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

SUBCONTRACTOR shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

TOTAL COMPLETION shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

TOTAL PROJECT WORK shall have the meaning set forth in Section 7.1 hereof.

UNIT PRICE WORK shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

UNUSUALLY SEVERE WEATHER shall have the meaning set forth in Section 9.4 hereof.

WORK shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

WORK SCHEDULE shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of ONE HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED FIFTY TWO AND 98/100 **DOLLARS (\$_145,952.98)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided

in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

- 6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
 - The Contract Price has been reduced by Written Amendment or Change Order,
 - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.

- 6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

- 7.1 The Work is comprised of one large project (sometimes referred to as “**Total Project Work**”) and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as “**Project Segments**.” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.
- 7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule (“**Work Schedule**”) setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.
- 7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.
- 7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.
- 7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.
- 7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.
- 7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.
- 7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.
- 7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
- 7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.

9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.

- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.

- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

- 11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.
- 11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims,

- security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.
- 11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.
- 11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
 - Claims of third parties against the City or the City's property;
 - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

- Evidence that the Work will not be completed in the time required for substantial or final completion;
 - Persistent failure to carry out the Work in accordance with the Contract;
 - Damage to the City or a third party to whom the City is, or may be, liable;
 - Evidence that the Work is not progressing according to agreed upon schedule by both parties.
- 11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

- 12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.
- 12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

- 13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).
- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.

- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

14. CHANGES IN THE WORK

- 14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor’s limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -
 Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:
 NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected

against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

- Is authorized to do business in the State of Kansas;
- Carries a Best's policy holder rating of A- or better; and
- Carries at least a Class VIII financial rating, or
- Is a company mutually agreed upon by the City and Contractor.

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance

security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under

- this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

18.1 The Contractor agrees that:

- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- D. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- E. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- F. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES [THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the

Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing

in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work

- being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

(typed company name)

By: _____
(signed)

By: _____
(signed)

Laura Wassmer

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)

Prairie Village, Kansas 66208

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 04, 2017
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **INTRODUCTION OF STUDENTS & SCOUTS**
- V. **PUBLIC PARTICIPATION**

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

VI. **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 - Nov. 6, 2017
- 2. Approve the special City Council Meeting Minutes - Nov. 6, 2017
- 3. Approve claims ordinance 2960
- 4. Approve the issuance of Cereal Malt Beverage licenses for 2018
- 5. Approve agreement with Berberich, Trahan & Co., P.A. to audit the City's 2017 Financial Statements
- 6. Adopt the 2018 salary range resolution
- 7. Approve renewal of the DTI contract
- 8. Approve Resolution 2017-03, approving the Prairie Village Arts Council Monthly Artist Receptions in 2018 as Special Events Promoting the Arts to allow the serving of free wine.
- 9. Approve the contract for Portable Toilet Services to Madden Rental
- 10. Approve the contract for Pest Control Services to Lawrence Pest Control
- 11. Approve the contract for HVAC Services to O'Dell Service Co
- 12. Approve the contract for Fire Extinguisher Service to 451 Protection

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2017-48 Consider approval of the 2018 contribution allocation recommended by UCS for Human Service Fund grants
- COU2017-49 Consider approval of the 2018 contribution allocation

recommended by UCS for Alcohol Tax Fund

VIII. MAYOR'S REPORT

IX. STAFF REPORTS

X. OLD BUSINESS

Discussion related to the Prairie Baptist request to repair the failed slope adjacent to their parking lot and next to Brush Creek

XI. NEW BUSINESS

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting.

If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE**

November 6, 2017

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 6, 2017 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Chad Herring, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Teen Council member present: Daniel Long

INTRODUCTION OF STUDENTS & SCOUTS

Mayor Wassmer welcomed four high school students were in attendance for their American Government class.

PUBLIC PARTICIPATION

With no one present to address the City Council public participation was closed at 7:35 p.m.

CONSENT AGENDA

Dan Runion asked for clarification on the area of work covered in the channel repair project at Corinth Elementary. Keith Bredehoeft confirmed the north corner was not being addressed as this time.

Jori Nelson moved for the approval of the Consent Agenda for Monday, November 6, 2017 as presented:

1. Approval of the regular City Council meeting minutes - October 16, 2017
2. Approval of the purchase of two replacement pickup trucks with equipment from Shawnee Mission Ford for \$68,964 and the disposal of Assets #5036 and #5045 by auction
3. Approval of service agreement with Shawnee Mission School District for joint channel repair project at Corinth Elementary
4. Approval of the Interlocal Agreement between the City of Prairie Village and Johnson County Park and Recreation for the use of City facilities for 50+ programming in 2018

A roll call vote was taken with the following members voting "aye": Herring, Nelson, Schermoly, Noll, Mikkelson, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

COMMITTEE REPORTS

Council Committee of the Whole

COU2017-45 Consider approval of the design agreement with Affinis Corporation for the design of the 2018 CARS Projects: Mission Road, 85th Street to 95th Street and Roe Avenue, 67th Street to 75th Street

Steve Noll moved the City Council authorize the Mayor to execute the Design Agreement with Affinis Corporation for the design of the 2018 CARS Projects: Mission Road, 85th Street to 95th Street and Roe Avenue, 67th Street to 75th Street. The motion was seconded by Shelia Myers and passed unanimously.

COU2017-46 Consider approval of agreement with BHC Rhodes for Storm Water Services

Serena Schermoly moved the City Council authorize the Mayor to execute the Agreement with BHC Rhodes for Stormwater Professional Services in the amount of \$108,000. The motion was seconded by Steve Noll and passed unanimously.

COU2017-47 Consider approval of Agreement with TranSystems Corporation for traffic engineering services for the 2018 City Wide Traffic Study

Terrence Gallagher moved the City Council authorize the Mayor to execute the Agreement with TranSystems Corporation for traffic engineering services for the 2018 City Wide Traffic Study at a cost of \$74,934. The motion was seconded by Sheila Myers and passed unanimously.

Consider Electric Vehicle Charging Stations

Mayor Wassmer noted that this was discussed in the earlier committee meeting and she would entertain action on the motion made at that meeting.

Jori Nelson moved that staff coordinate with KCP&L the acquisition of available charging station(s) and work for placement in the most beneficial locations in both the public and private sector. The motion was seconded by Eric Mikkelson.

Ted Odell stated that he would be abstaining from voting due to a professional conflict of interest.

Andrew Wang stated that he does not feel there is a reason to have electric vehicle charging stations in a small residential community. The motion was voted on and passed by a vote of 10 to 1 with Mr. Wang voting in opposition and Mr. Odell abstaining.

Finance Committee

Eric Mikkelson noted that no additional meetings have been held, but that the minutes of the September 18th meeting were included in the council packet as requested. The Mayor and staff have communicated to First Washington that the city would not be moving forward with the original plan and request presented, but would be open to discussing other options. They were advised of the city's concerns with the three story parking structure and desire to maintain some of the structural character of the Mission Road Antique Mall building. It was agreed that additional public input was needed, particularly for Ward 5 residents and they are planning to do one or two public meetings.

Mayor Wassmer stated she made it clear what the community would be supportive of and suggested that they use the meetings to gather information on what the residents would like to see in this area. First Washington believes their plan is good for the community and will be presenting it for resident input. They are hoping to hold those meetings by the end of the year.

Dan Runion stated he felt the public information meetings would be focused strongly on marketing their plan and questioned what they would bring back to the City for approval. Mayor Wassmer stated that she felt that regardless of the input of the meeting she felt they would be bringing their plan back to the Council possibly with minor changes even if the input from residents is not favorable.

MAYOR'S REPORT

Mayor Wassmer noted that she recently drove down "main street/Mission Road" and was thrilled with how great the sidewalks and landscaping look and is excited for the

flags to be added. She thanked Keith Bredehoeft and the public works staff for their work on this project.

She attended the Shawnee Mission Center of Education grant opening and noted the building provides amazing educational experiences for students exploring engineering, medical and food services careers. She encouraged Council members to visit the “Broadmoor Bistro”. Mayor Wassmer congratulated council members Chad Herring and Jori Nelson on their successful Ward 1 meeting and thanked city staff for their participation. She encouraged other council members to consider hosting a ward meeting as an opportunity to both inform residents of what is happening but to also get their feedback.

She attended the Corinth Hills Homes Association meeting where she was able to share what’s happening in PV with residents; attended the Northeast Johnson County Mayor’s meeting where the mayors heard from Jerry Stogsdill and other legislators regarding the upcoming session. The message sent by the mayors was the desire to have local control returned to the cities. While there is not a lot of optimism for possible rollbacks of past legislation, the legislators are trying to tweak wherever possible parts of the restrictive legislation. The number one priority of the session will be the budget and noted that the legislators have stated that they welcome public input on proposed actions.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf announced the upcoming “Coffee with a Cop” on Friday, November 10th from 7 to 9 a.m. at Paneras
- Chief reported on the installation of blue lights at the traffic signals at 75th and Mission Road and 75th and Roe. These are red light confirmation lights that assist with the enforcement. These lights were funded by the State through funds

received from the "Click it or Ticket" program. The blue light comes on when the traffic signal is red allowing an officer to determine when a violation has occurred.

Mayor Wassmer asked that this information be publicized to residents.

- The Police Dispatch recently won an award from MARC for the accuracy of their 9-1-1 communications based on valid error reports per call percentage.
- Chief commended detective staff on their recent work resulting in the arrest of an individual for the aggravated burglary in Prairie Village last month.

Public Works

- Keith Bredehoeft announced that next Tuesday and Thursday public information meetings would be held for community input on the Village Square concept in the community center from 5 to 7.
- RFP's have been received for the city's "Park Consultant" and interviews will be taking place within the month with plans to have a selection and contract to bring before the city council at the second meeting in December. Then meetings can be held regarding the development of North Park.
- The demolition contract for demolition of the church is being prepared. Demolition is planned for the end of January.
- In-house training has been occurring in preparation for winter. Crews have been driving snow plow routes.

Jori Nelson asked for a timeline for when Ward 1 residents can give input to the development of North Park. Mr. Bredehoeft replied that after the Park Consultant is hired in December, they will host public information meetings in January. Ms. Nelson asked if there would be more than one meeting. Mr. Bredehoeft replied that has not been determined at this time. Sheila Myers clarified that the information meetings were for all residents, not only for Ward 1 residents. Mr. Bredehoeft noted the initial meeting will be simply to gather input on what they want to see or not see in the park. No plans will be presented. From that meeting plans will be developed and another meeting will be held probably in the spring for comments on the proposed plans.

Brooke Morehead asked if a budget would be discussed during the discovery process. Mr. Bredehoeft replied that the budget in the CIP for the project has not changed. If a plan can be developed for less than the budget meeting the desires of the

residents it will be; if costs are greater, the Council will need to decide how to proceed. This has been budgeted at approximately one million dollars.

Dan Runion stated he has been asked by residents if the city would be saving some of the stained glass from the church. Mr. Bredehoeft responded that the church looked into doing that and was told that due to the method of installation of the stained glass they would not be able to save any measurable pieces.

Eric Mikkelson asked for a timeline for completion of the park. Mr. Bredehoeft stated he expected it to be completed by fall (September/October). Mr. Mikkelson asked if the public meetings would be discussing the naming of the park noting that he would like to suggest "Faith Park". Wes Jordan stated that the City has a Council Policy addressing the naming of parks which recognizes sitting Mayors after four years of service.

Administration

- Lisa Santa Maria noted the 2018 budget books had been distributed on the Council dais.
- The 2018 mill levy has been set by the County at 19.311. The city had requested 19.471.
- The city again received the GFOA Award of Excellence for its 2017 Popular Annual Report and 2017 CAFR.
- The latest issue of the Village Voice includes an insert on the 2018 budget.
- Discussion on the 2019 budget will begin shortly after the new year.
- Wes Jordan noted that the November Plan of Action lists design adjustments for Kansas City Christian School. These will be appearing before the Planning Commission in December. After bidding of the proposed plan, it was discovered the plan was significantly over budget and it was necessary to create a new plan. The footprint of the building will not change. The new plans will be presented to the neighboring residents in an information meeting prior to appearance before the Planning Commission.

Sheila Myers asked if a date had been set for the Council Retreat. Brooke Morehead suggested staff send out a Google calendar of potential meeting dates soon.

- Wes Jordan reported that the initial meeting on Phase II Building Guidelines will be held on Tuesday, November 14th at 7 p.m. Five area architects have agreed to serve on this committee. It is a work session and not an open meeting.

OLD BUSINESS

Dan Runion noted a primary goal of the City is to be transparent. He would like to improve transparency on Village Square based on comments that he has heard from residents who are confused by the communication put out by the city.

First, when the city refers to a concept, that it do so consistently. Village Square is found on the city's Project Page on the website and referred to as a project confusing residents. He does not view project and concept as interchangeable. Also the information posted on the website he feels extends beyond factual into advocacy. For example, the memo mentions massive improvements to other city parks and appears to compare those to Village Square. Those improvements occurred over the past six to seven years at cost is far less than the \$5.2M projected cost for Village Square.

Secondly, in the information on the website, the projected cost of Village Square is not displayed with the same prominence as other information. It is buried a link at the bottom of the information. Cost is a significant factor to be considered and should be prominently displayed.

Third, the comments made a presumptive that all of Village Square will be done. What is in the current parks master plan to be done costs \$480,000 (less than 10% of the proposed total cost of Village Square).

His goal for more transparency on Village Square by 1) stop referring to it as a project; 2) prominently disclose the cost in the information presented on the website and 3) that the information given not lead to a presumptive conclusion that this is a done deal approved by the City Council.

Brooke Morehead responded that she was fine with the use of the term "concept" instead of "project" moving forward. However, she strongly disagreed with Mr. Runion's

statement that the city has not been transparent. Efforts to publicize the Village Square idea and notice of the public information meetings were designed to increase participation and feedback. The city hired BBN for \$50,000 to put together a plan to best utilize Harmon/Santa Fe Parks that coordinates its growth and development fitting all the moving pieces together. What feature is done will be impacted by the cost and the desires of the public. The plan shows residents the potential pieces and gathers their input on what they would like to see or not see. The estimated costs will be shown. The plan allows for items to be done over an extended period of time. This is a vision of what can be done. Mrs. Morehead noted the plan has been complicated by the purchase of land by the fire station impacting the amount of land available for the park.

Mrs. Morehead stated she does not see the construction of the full plan as proposed at a cost of \$5M happening, especially at one time. This is a vision for the future. This is a plan for the potential development of property already owned in the heart of the city. It is important that the residents have an opportunity to express their thoughts on a proposed vision that has been worked on by several individuals over the course of the past year for the city if residents want it. This is a possibility. The objective and desire of the committee is to let as many people as possible know about the vision and have the opportunity to voice their opinion, so signs have been placed throughout the city, mailings have been sent and information is available through social media with the intention of being transparent.

Eric Mikkelson stated that he also has concerns on the message that has been disseminated by the city on Village Square. The motion to move forward was clearly stated as not to be presented as a recommendation for approval by residents. This has

become like a runaway train. The pictures presented and message given comes across as this is something that the city wants to or will be doing.

He has not heard that this is something the residents want. He is concerned with the tacky billboards strewn throughout our parks. He is concerned that the \$5.2M estimated cost is low, noting that it does not include the cost of the traffic signal or potential financing costs.

He feels the city needs to be honest with the people that this has not been approved to be done and provide them a realistic price tag including, he believes, upcoming costs for the maintenance of the city's existing pool complex in the next few years. He does not feel the message presented was as accurate and informative as it should have been.

Sheila Myers questioned Mr. Mikkelson's statement that the city has not decided to do anything. The skate park must be redone and new playground equipment for Harmon Park with funds that were carried over will be done. The directive that was given was to get the word out about the public information meeting to as many people and residents as possible so that as much information as to what is wanted in Harmon Park can be received. She supports the vigorous communication that has taken place through the use of billboards in the parks, mailings, Village Voice and social media. Mr. Mikkelson stated he does not like the signs in the park. Mrs. Meyers responded that it is the input from people who use park facilities that is being sought.

Mr. Mikkelson stated that he does not view the statement that Harmon Park is underutilized as accurate and that the skate park needs to be fixed, but it does not need to be moved. He is ok with what is proposed for the existing items, but is concerned with the new items and changes.

Jori Nelson noted that the city's website lists Village Square as the very first item on the project page followed by the bike/pedestrian trail, which has not come back to the Council for approval. Yet this page has nothing about North Park that has already been approved. She has residents asking where they can find information about North Park. She feels the website needs to be cleaned up and that it is misleading in the information it is presenting.

Dan Runion questioned that the objective of getting the word out to everyone is met when the communication that is being disseminated does not include a very important piece of information - the cost. If you want to get the message out, get the full message out including the price tag, even if it is only an estimate. It's hard to believe that it wasn't a conscious decision to omit the cost. Mayor Wassmer replied there was not a conspiracy to omit the cost.

Mr. Runion stated that making several statements that are presumptive that this concept is going forward and not clearly showing the project cost is wrong, Mr. Runion stated that at the information meetings, the cost must be clearly indicated to residents.

Courtney McFadden noted at the committee meetings the understanding has been that the concept will be presented and residents asked for feedback, what they like, what they don't like. She does not feel it is a good idea to push the full price with everything included in the proposal. Residents will decide what items they value enough to be placed in the city's budget and how they would support the financing of the items. Mr. Runion disagreed and was concerned that the website did not clearly note the cost.

Mayor Wassmer acknowledged Mr. Runion's comments and assured him there was no conscious effort to omit information or mislead individuals. The meetings will

seek feedback on what residents like and don't like and what they would be willing to pay for with their tax dollars. The cost of the project is an important factor to communicate.

Sheila Myers noted that the items on the project page appear to be listed in order of the public date of discussion or action. There is no action upcoming on the bike/pedestrian plan as consultants are revising plans. With the upcoming meetings on Village Square, they are listed first. With no meetings scheduled on North Park it is not yet listed.

Eric Mikkelson stated that he felt there should have already been public information meetings for North Park. Mayor Wassmer noted that the city did not own the land until earlier this week and the consultant that will coordinate the design and work has yet to be selected.

Mr. Mikkelson asked what the next step is on the bike/pedestrian plan. Mr. Bredehoeft stated he recently reported that the consultants were making changes based on the last public meeting. He received those changes last week and has not had an opportunity to review them yet. He will review them and schedule a committee meeting and final public information meeting. He anticipates that it will be a couple months before the plan comes before the city council.

Brooke Morehead noted that many of the elements of Village Square are included in other projects. The bike/path connects and dissects Village Square. There have been several moving parts with infrastructure changes such as those caused by the purchase of land by the fire district. The disk golf course will need to be reconfigured. Harmon Park is not underutilized; however, is it best utilized. Is the city getting the best use from this investment?

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

JazzFest Committee	11/07/2017	5:30 p.m.
Board of Zoning Appeals	11/07/2017	6:30 p.m.
Planning Commission	11/07/2017	7:00 p.m.
Prairie Village Arts Council	11/08/2017	5:30 p.m.
Park & Recreation Committee	11/08/2017	6:30 p.m.
Environment/Recycle committee on Education	11/09/2017	5:30 p.m.
Council Committee of the Whole	11/20/2017	6:00 p.m.
City Council	11/20/2017	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature the work of Shelley Preston & Gary Beaumont in the R.G. Endres Gallery during the month of November. The artist reception will be held at 6:30 p.m. on Friday, November 10th.

THANKS to all who participated in Peanut Butter Week, especially Jennifer Vermillion for her coordination of the event. The 2017 drive collected 483 more pounds of peanut butter than last year for a total of 3,960 pounds providing 3299 meals. Special congratulations to Briarwood Elementary who collected 1034 pounds!!!

The City will be hosting two open houses from 5 p.m. - 7 p.m. on November 14 and 16 in the Prairie Village Community Center to solicit feedback from the community on the conceptual plan for park improvements at Harmon and Santa Fe Parks

The National League of Cities Conference is November 15-18, 2017 in Charlotte, NC.

The Annual NEJC Chamber Gala will be held on Saturday, November 18 at the Overland Park Marriott.

Republic Services observes the Thanksgiving Holiday with trash services scheduled for Thursday, November 23rd and Friday, November 24th being delayed one day.

City offices will be closed on Thursday, November 23rd and Friday, November 24th in observance of the Thanksgiving holiday.

Mark your calendars for the Annual Mayor’s Holiday Tree Lighting on Thursday, November 30th from 6 to 7 p.m. at Corinth Square.

Mark your calendars for the Annual Gingerbread House decorating event on Sunday, December 3rd at 1:30 p.m. at Briarwood Elementary School.

Save the Date for the 2017 Council of Mayors Holiday Social at 5:30 p.m. at the Lake Quivira Clubhouse. Please rsvp to Meghan by November 15th if you will be attending.

ADJOURNMENT

Sheila Myers moved that the City Council meeting be adjourned. The motion was seconded by Andrew Wang and passed unanimously. With no further business to come before the City Council the meeting was adjourned at 8:40 p.m.

Joyce Hagen Mundy
City Clerk

**SPECIAL CITY COUNCIL
CITY OF PRAIRIE VILLAGE
November 6, 2017**

The City Council of Prairie Village, Kansas, met in special session on Monday, November 6, 2017 at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Chad Herring, Jori Nelson, Serena Schermoly, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Melissa Prenger, Senior Project Manager; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Teen Council members present: Jack Mikkelson and Daniel Long

Mayor Wassmer stated this was a duly called Special Meeting of the Governing Body for the purpose of ratifying the appointment of Jamie Shockley as Assistant City Administrator and admission of the Oath of Office.

APPOINTMENT OF ASSISTANT CITY ADMINISTRATOR

Serena Schermoly moved the City Council ratify the Mayor's appointment of Jamie Shockley as Assistant City Administrator for the City of Prairie Village. The motion was seconded by Terrence Gallagher and passed unanimously.

OATH OF OFFICE

Mayor Wassmer administered the Oath of Office to newly appointed Assistant City Administrator Jamie Shockley.

ADJOURNMENT

With no further business on the agenda for the Special City Council Meeting of November 6, 2017, Mayor Wassmer adjourned the meeting at 6:03 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

November 20, 2017

Copy of Ordinance
2960

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
15676-15745	10/4/2017	1,431,125.30	/
15746-15752	10/13/2017	268,888.34	/
15753	10/16/2017	137,489.10	/
15754-15826	10/20/2017	218,810.63	/
15827-15833	10/27/2017	8,744.85	/
Payroll Expenditures			
10/13/2017		267,698.04	/
10/27/2017		273,611.70	/
Electronic Payments			
Electronic Pmnts			
	10/1/2017	2,290.00	/
	10/2/2017	187.92	/
	10/3/2017	27,910.70	/
	10/4/2017	16,804.00	/
	10/6/2017	528.81	/
	10/12/2017	1,552.48	/
	10/13/2017	3,235.35	/
	10/16/2017	483.96	/
	10/19/2017	6,674.31	/
	10/25/2017	6.34	/
	10/27/2017	20,282.38	/
	10/31/2017	847,935.39	/
TOTAL EXPENDITURES:			3,534,259.60
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			3,534,259.60

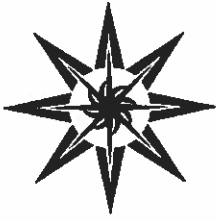
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 20th day of November 2017.

Signed or Approved this 20th day of November 2017.

(SEAL)
ATTEST: *Teresa J. Weston*
City Treasurer

ATTEST: *[Signature]* 11.13.17
Finance Director



City Clerk

**Council Meeting Date: December 4, 2017
Consent Agenda**

Approve the issuance of Cereal Malt Beverage Licenses for 2018 to the following businesses

RECOMMENDATION

Staff recommends the City Council approve the issuance of Cereal Malt Beverage Licenses for 2018 to the following businesses:

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

BACKGROUND

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

ATTACHMENTS

None

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: November 20, 2017



ADMINISTRATION

Council Meeting Date: December 4, 2017

CONSENT AGENDA - Consider Agreement with Berberich, Trahan & Co., P.A. to Audit the City's 2017 Financial Statements

SUGGESTED MOTION

Move that the Council approve the agreement with Berberich, Trahan & Co., P.A. to audit the City's 2017 financial statements.

BACKGROUND

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

Staff noted that BT& Co. services have been satisfactory. Staff recommends maintaining the services of the auditor for 2017 financial statements.

The proposed fee for the 2017 audit is \$24,480, a 2% increase over the cost of the 2016 audit (\$24,000). This agrees with the fee schedule that was submitted during the RFP process.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2017 budget for the Financial Management Program.

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

Prepared By: Lisa Santa Maria, Finance Director Date: November 20, 2016



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

November 6, 2017

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

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Prairie Village, Kansas (the City), which comprise governmental activities, each major fund and the aggregate remaining fund information as of and for the year ended December 31, 2017 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

The Responsibilities of the Auditor

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

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

An Independently Owned Member, RSM US Alliance

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

3630 SW Burlingame Road, Topeka, Kansas 66611 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandccpa.com



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

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

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

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

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

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

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

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



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

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

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

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

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

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

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



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

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

The City's Records and Assistance

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

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

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

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

Other Relevant Information

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



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

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

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

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

Fees, Costs, and Access to Workpapers

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

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

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 24,480. The quoted fee for the year ended December 31, 2017 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.



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

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

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

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

Claim Resolution

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

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

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



Mayor and City Council
City of Prairie Village, Kansas
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Reporting

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

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

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

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

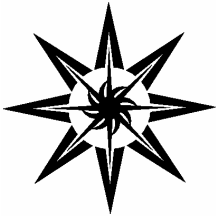
Stacey A. Hammond
Director

SAH:tls
Enclosures

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

Signature

Date



HUMAN RESOURCES

Council Meeting Date: December 4, 2017

CONSENT AGENDA: Consider adoption of 2018 Salary Ranges by resolution.

RECOMMENDATION

Staff is recommending that the Governing Body adopt a resolution establishing the 2018 compensation ranges for the City of Prairie Village and one position title update.

COUNCIL ACTION REQUESTED ON DECEMBER 4, 2017.

BACKGROUND

The City annually adopts a resolution approving salary ranges for all full time positions within the City, including seasonal and part time positions. Movement of the ranges helps to maintain the City's competitiveness with the labor market and protects its ability to compete for talented employees.

Staff is not recommending a range adjustment in 2018 because the ranges for 2018 were factored in with the comprehensive compensation study that was completed in June 2017.

The only change to position titles is to one of the pool's Assistant Manager positions. It is changing to First Assistant Manager.

ATTACHMENTS

Proposed resolution

Prepared By:

Amy Hunt

Human Resources Manager

Date: December 1, 2017

RESOLUTION

WHEREAS, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

WHEREAS, it is the desire of the Governing Body that these salary ranges be reviewed annually to ensure appropriate funds are budgeted and the salary ranges remain competitive;

NOW, THEREFORE, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2018:

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2018 shall be within and determined by the following ranges:

	2018	
	<u>Minimum</u>	<u>Maximum</u>
ADMINISTRATIVE SUPPORT		
Receptionist	26,210	39,310
Administrative Support Specialist	35,260	52,900
Assistant to the City Administrator	47,450	71,170
Codes Support Specialist	42,980	64,460
Executive Assistant	42,980	64,460
Court Clerk	35,260	52,900
Accounting Clerk	35,260	52,900
Office Manager	47,450	71,170
Code Enforcement Officer	38,930	58,390
Building Inspector	47,450	71,170
Human Resources Manager	70,490	105,730
Court Administrator	52,380	78,580
Building Official	63,850	95,770
IT Manager	70,490	105,730
PIO/Deputy City Clerk	52,380	78,580
City Clerk	63,850	95,770
Finance Director	94,850	142,270
Assistant City Administrator	94,850	142,270
City Administrator	127,620	191,440
PUBLIC WORKS		
Maintenance Worker	26,210	39,310
Maintenance Worker II	35,260	52,900
Maintenance Worker III	38,930	58,390
Urban Forestry Specialist	38,930	58,390
Crew Leader	47,450	71,170
Mechanic	35,260	52,900
Construction Inspector	47,450	71,170
Field Superintendent	63,850	95,770
Project Inspector	52,380	78,580
Senior Project Manager	70,490	105,730
Public Works Director	94,850	142,270

PUBLIC SAFETY

Records Clerk	35,260	52,900
Property Clerk	38,930	58,390
Community Service Officer	38,140	54,310
IT Police Technical Specialist	52,380	78,580
Dispatcher	38,930	58,390
Dispatcher II	42,980	64,460
Communications Supervisor	49,839	74,450
Police Officer	42,680	75,126
Police Corporal	58,250	81,000
Police Sergeant	67,570	93,140
Police Captain	85,170	119,779
Police Chief	111,290	179,390

SEASONAL/PART-TIME

	<u>Minimum</u>	<u>Maximum</u>
Seasonal Worker	8.61	12.84
Part-Time Intern	10.30	18.03
Bailiff	10.95	13.14
Lifeguard	10.00	11.00
Concession Stand Worker	7.25	9.06
Swim/Dive Coaches	2,157	5,930
Assistant Coaches	1,260	1,574
Assistant Pool Manager (Lifeguard)	13.00	16.00
Assistant Pool Manager (non Lifeguard)	11.50	16.00
First Assistant Pool Manager	13,000	14,300
Pool Manager	19,000	20,900

Employee/Consultant

A person may be compensated in a category defined as "independent contractor consultant". The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials

Part-time appointed officials shall be compensated as follows in 2018:

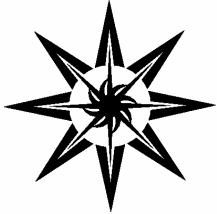
	<u>Minimum</u>	<u>Maximum</u>
Treasurer (monthly)	361	453

Adopted this ____ Day of _____.

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk



POLICE DEPARTMENT

Council Meeting Date: December 4, 2017

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

RECOMMENDATION

Staff recommends approval of the 2018 DTI contract for \$45,620.00.

COUNCIL ACTION REQUESTED ON: December 4, 2017

BACKGROUND

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

The included renewal contract is the standard agreement between Johnson County DTI and other municipalities. The only changes relate to updated service fees. The portions of the contract that pertain to description of managed services, network coverage, and security services have not changed. The City Attorney has previously reviewed and approved the contract.

Johnson County DTI continually works to improve connectivity services throughout Johnson County. They have contracted with Unite Networking to install dark fiber throughout northern Johnson County. The cost of the dark fiber is \$700.00 per month for the City of Prairie Village, which includes installation, maintenance, and support. The Unite agreement was also reviewed by City legal staff.

The total cost of DTI contracted services is within the 2018 IT budget and will not require additional funding.

ATTACHMENTS

2018 Information Technology Services Agreement with DTI as well as the City of Prairie Village and Unite Networking Services Agreement.

PREPARED BY

Captain Myron W. Ward
Staff Services Division Commander
November 27, 2017

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

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into as of the 31st day of December, 2017, by and between the City of Prairie Village, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

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

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

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

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed, but with amendment, for an additional term from January 1, 2018 through December 31, 2018 (the “Renewal Term”), subject to the terms and conditions set forth hereinbelow.

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

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

Tier 1 Support per hour	\$33.38	Support Center
Tier 2 Support per hour	\$43.03	Systems, Phone
Tier 3 Support per hour	\$49.54	Networking, Applications, Security
DBA cost per hour	\$58.59	Data Administration
Consulting	\$70.55	Project Management

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS

By _____
Mayor Laura Wassmer

By _____
Michael Aldridge, Chief Information Officer

Date _____

Date _____

APPROVED AS TO FORM:

Nicholas Saldan
Assistant County Counselor

EXHIBIT A--SERVICES

# Full Time Users # Part Time Users (<4 hrs)	City of Prairie Village Description of Managed Services	City 49 0	Police 54 0
Network	<p>DTI will be responsible for network monitoring - Includes all network systems, core appliances and switches</p> <p>Network administration and support - Review of event logs and implementation of manufacturer-recommended firmware updates for routers and switches.</p> <p>Network hardware replacement - Identify and recommend network hardware replacements, assisting with the installation as required and needed.</p> <p>Internet Connection including Guest WiFi (\$40.31 per emp)</p>	\$5,669.00	\$6,722.00
Security	<p>Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Assist with firewall security reviews, limit 1 annually, to address best practices in controls.</p> <p>Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best</p> <p>Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices. DTI will be transitioning to Check Point End Point Security Product in 2018. 1 license per device; 185 total: 102 for city (includes Public Works); 83 for Police Department.</p> <p>Internet filtering per Count best practices</p>	\$7,644.00	\$8,899.00
Other Billable Items	1. Security Awareness Training;	tbd	tbd
Sub-total		\$17,212.00	\$20,008.00
Total - Managed Services		\$37,220.00	

* Standard Support available through call or email to Support Center Monday-Friday 7:30am-5pm.



Service Order

Dark Services - (17-####)

Contact Information	
Unite Private Networks, LLC ("UPN")	City of Prairie Village ("Customer")
COMPANY CONTACT:	COMPANY CONTACT: Capt. Myron Ward
PHONE:	PHONE: (913) 385-4610
EMAIL: @upnfiber.com	EMAIL: mward@pvkansas.com
PAYMENT ADDRESS: Unite Private Networks, LLC 7200 NW 86 th Street, Suite M Kansas City, MO 64153	BILLING ADDRESS: 7700 Mission., Prairie Village, KS 66208

Billing Information and Service Commitment Period	
Order Type:	
JPN Service Order ID:	17-
Customer ID:	
Service Type/s:	Dark Fiber (DF)
Service Term Length (beginning on date of installation):	60 months
Service Order Monthly Recurring Charge:	\$700.00
Service Order Non-Recurring Charge:	\$
Service Other Charges:	\$

Circuit 1	
<u>Location A</u>	<u>Location Z</u>
Site Name: Corinth Library Address: 8100 Mission Rd Prairie Village, KS 66208	Site Name: JOCO NE Offices Address: 6000 Lamar Mission, KS 66202
Phone: (913) 715-1579	Phone: (913) 715-1579
Site Contact: Brian Greever Point of Demarcation:	Site Contact: Brian Greever Point of Demarcation:

Circuit 2	
<u>Location A</u>	<u>Location Z</u>
Site Name: Address: Site Contact: Point of Demarcation:	Site Name: Address: Site Contact: Point of Demarcation:
Phone:	Phone:

Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: __ () strands DF	__ months	\$	\$
New	Circuit 2: __ () strands DF	__ months	\$	\$
Total =			\$	\$

Comments: Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided to Customer in this Service Order ("Customer Fibers") will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above.

Guarantee: For valuable consideration, receipt of which is hereby acknowledged, Johnson County ("Guarantor") hereby unconditionally guarantees and promises to pay or perform on demand all debts, obligations, and liabilities of Customer under or arising out of this Service Order. This Guarantee shall be continuous and apply to any renewal, extension, modification, or amendment of this Service Order. UPN shall not be required to undertake any action or exhaust any other remedies prior to making a demand under this Guarantee.

Service Order Term: The term of this Service Order shall commence on the Installation Date and shall continue in effect for the term delineated above ("Initial Service Order Term"). Hereafter, this Service Order shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable.

Installation Date: Anticipated installation date shall occur approximately ____ () days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project; and (2) the full execution of this Service Order (the "Installation Date").

This Service Order for Dark Services includes and incorporates by reference the Master Service Agreement for Dark Services dated ___10/23/2017_ by and between Johnson County and UPN (the "MSA"). Customer and Johnson County hereby (i) certify that Customer has all necessary approvals and legal authority to order services from UPN under this Agreement, and (ii) agree to be bound by the terms and conditions of the MSA.

Unite Private Networks, LLC: By: _____ Name: _____ Title: _____	[Customer] By: _____ Name: _____ Title: _____
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Service Order
Dark Services - (17-####)

Date: _____

Date: _____

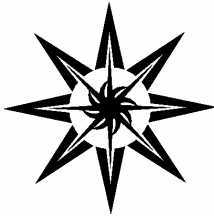
Johnson County ("Guarantor"):

By: _____

Name: _____

Title: _____

Date: _____



ADMINISTRATION

Council Meeting Date: December 4, 2017
CONSENT AGENDA

Consider Resolution 2017-03, approving the Prairie Village Arts Council Monthly Artist Receptions in 2018 as Special Events Promoting the Arts to allow the serving of free wine.

BACKGROUND:

Non-profit organizations sponsoring an event promoting the arts may secure a permit to serve free alcoholic liquor or cereal malt beverages to members of the general public during the event with authorization of the local governing body by ordinance or resolution. The attached resolution covers the monthly artist receptions in 2018.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2017-03, to designate the Monthly Artist Receptions in 2018 as Special Events to Promote the Arts.

PREPARED BY:

Jamie Robichaud
Assistant City Administrator
Date: November 28, 2017



Kansas Department of Revenue
 Alcoholic Beverage Control Division
 915 S.W. Harrison Street, Room 214
 Topeka, KS 66625-3512
 Phone: 785-296-7015 Fax: 785-296-7185

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

Who must complete this form?

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

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

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

Non-Profit Organization Information:

Organization Name Prairie Village Arts Council (extension of the Prairie Village Municipal Foundation)			
Organization Mailing Address 7700 Mission Road	City Prairie Village	County Johnson	Zip 66208
Contact Person Name Jamie Robichaud, Assistant City Administrator	Email Address jrobichaud@pvkansas.com		
Phone Number 913-385-4601	Fax Number 913-385-7700		

Event Information:

Title of Event Monthly Art Exhibit at City Hall	Date(s) of Event 2nd Friday of every month in 2018		
Beginning Time of Event 6:30 p.m.	Ending Time of Event 8:00 p.m.		
Address 7700 Mission Road	City Prairie Village	County Johnson	Zip Code 66208
<input checked="" type="checkbox"/> I have attached a copy of the required ordinance or resolution authorizing this event.			
<input type="checkbox"/> I have attached a list of participating businesses.			

Jamie R. Robichaud
 Authorized Signature

11/28/2017
 Date

FOR OFFICE USE ONLY:

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

Clear Form

RESOLUTION 2017-03

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

WHEREAS, the Arts Council hosts an artist reception the 2nd Friday for each month in 2018 for the exhibiting artists between the hours 6:30 to 8:00 p.m. and desires to serve alcoholic and cereal malt beverages on the following dates: January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, September 14, October 12, November 9, and December 14.

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

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

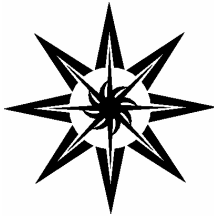
THEREFORE, BE IT RESOLVED that Prairie Village Arts Council monthly artist receptions are hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the sale and consumption of alcoholic liquor and cereal malt beverages during the specified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

ADOPTED BY THE GOVERNING BODY ON DECEMBER 4, 2017.

Mayor Laura Wassmer

ATTEST:

Joyce Hagen Mundy, City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/4/2017

Consider Bid Award for Portable Toilet Services

RECOMMENDATION

Staff recommends the City Council approve the contract for Portable Toilet Services to Madden Rental for 2018 and renewal in 2019 and 2020.

COUNCIL ACTION REQUESTED ON December 4, 2017

BACKGROUND

On Friday, November 10, 2017, the City Clerk opened bids to provide Portable Toilet Services. The contract is to provide portable toilet services for four City parks; Taliaferro, Porter, Windsor and Weltner. Madden Rental was the only bidder this year, but has provided the service for the last two years. The new contract will keep the fees the same as the last contract which is approximately \$13,400 annually.

FUNDING SOURCE

Funding is available in the 2018 Public Works Operating Budget.

ATTACHMENTS

1. Bid for Portable Toilet Services with Madden Rental

PREPARED BY

Keith Bredehoeft, Public Works Director

November 27, 2017

AGREEMENT FOR PORTABLE TOILET SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2018 through 2020 with the following terms and conditions.

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

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

1.0 Service Specifications

- 1.1 The Contractor will provide one wheel chair accessible portable toilet service with hand sanitizer unit installed year-round at: Taliaferro Park (2900 West 79th Street), Porter Park (Roe Avenue and Tomahawk Road), Windsor Park (West 72nd Street and Windsor Drive), and Weltner Park (Cambridge and State Line Road).
- 1.2 The cleaning schedules will vary dependent on season and use. 3 times per week will consist of cleanings every Monday, Wednesday and Friday. 5 times per week will consist of cleanings every Monday, Tuesday, Wednesday, Thursday and Friday. Weekend cleanings will consist of cleanings on Saturdays.
- 1.3 The proposed cleaning schedule is as follows and will be the basis for bid calculations:
 - o Taliaferro Park - January - March (3 times per week cleaning); April - October (5 times per week cleaning); November - December (3 times per week cleaning)
 - o Porter Park - January - March (3 times per week cleaning); April - October (5 times per week cleaning) and (Weekend cleaning); November - December (3 times per week cleaning)
 - o Windsor Park - January - March (3 times per week cleaning); April - October (5 times per week cleaning); November - December (3 times per week cleaning)
 - o Weltner Park - January - March (3 times per week cleaning); April - October (5 times per week cleaning); November - December (3 times per week cleaning)
- 1.4 The Contractor will provide delivery, setup, cleaning and emptying of unit and filling of hand sanitizer as scheduled, repair and removal. Cleanings will be documented by listing date and time on a form that is attached to each unit.
- 1.5 The portable toilet unit will be bolted to the pad and/or enclosure.
- 1.6 That within 24 hours of notice, the Contractor will replace any portable toilet that is not in good condition and/or useable.
- 1.7 The Contractor will service a unit within 24 hours of request by the City.
- 1.8 The Contractor will supply a direct contact name, phone number and email address and will notify the City if this contact information changes during the Contract period.
- 1.9 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
 - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.16 This Agreement is for the period of January 1, 2018 through December 31, 2020. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.

2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The Monthly fees for each unit including damage waiver.

LOCATIONS	2018 MONTHLY FEE	2019 MONTHLY FEE	2020 MONTHLY FEE
Taliaferro Park - 2900 West 79th Street			
3 cleanings each week	210. ⁰⁰	210. ⁰⁰	210. ⁰⁰
5 cleanings each week	330. ⁰⁰	330. ⁰⁰	330. ⁰⁰
Weekend cleanings	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Porter Park - Roe Avenue and Tomahawk Road			
3 cleanings each week	210. ⁰⁰	210. ⁰⁰	210. ⁰⁰
5 cleanings each week	330. ⁰⁰	330. ⁰⁰	330. ⁰⁰
Weekend cleanings	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Windsor Park - West 72nd Street and Windsor Drive			
3 cleanings each week	210. ⁰⁰	210. ⁰⁰	210. ⁰⁰
5 cleanings each week	330. ⁰⁰	330. ⁰⁰	330. ⁰⁰
Weekend cleanings	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰
Weltner Park - Cambridge and State Line Road			
3 cleanings each week	210. ⁰⁰	210. ⁰⁰	210. ⁰⁰
5 cleanings each week	330. ⁰⁰	330. ⁰⁰	330. ⁰⁰
Weekend cleanings	25. ⁰⁰	25. ⁰⁰	25. ⁰⁰

4.0 References

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

4.2

Company: City of Shawnee Contact: Phillip Spruytte
 Phone #: 913 231-0341 Email: pspruytte@cityofshawnee.org
 Brief Description on Work: Provide Portable toilets for parks and events

Company: City of Lawrence Contact: Karen Risner
 Phone #: _____ Email: krisner@lawrence.org
 Brief Description on Work: Provide Portable toilets for Parks and events

Company: KC Running Co. Contact: Troy Fitzgerald
 Phone #: 816-204-1780 Email: playhard5572@yahoo.com
 Brief Description of Work: Provide Portable toilets for events

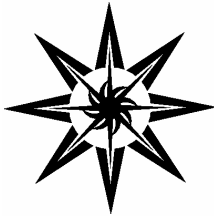
Contractor Contact: Curtis Madden
 Company Name: Madden Rental
 Address: 3959 Neasha Rd
Ottawa KS 66067
 Telephone Number: 785 242-2894
 Fax Number: 785-242-2211
 Email: madden_rental@yahoo.com

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

/s/ _____
 Catherine P. Logan, City Attorney Date

/s/ _____
 Contractor Agent Date

/s/ _____
 Laura Wassmer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/4/2017

Consider Bid Award for Pest Control Services

RECOMMENDATION

Staff recommends the City Council approve the contract for Pest Control Services to Lawrence Pest Control for 2018 and renewal in 2019 and 2020.

BACKGROUND

On Friday, November 10, 2017, the City Clerk opened bids to provide Pest Control Services. The contract is to provide pest control services for the City buildings. Lawrence Pest Control had the contract several years ago and were satisfactory. Two bids were received and a comparison is attached showing that Lawrence Pest Control is the lowest bid.

FUNDING SOURCE

Funding is available in the 2018 Public Works Operating Budget.

ATTACHMENTS

1. Bid for Pest Control Services with Lawrence Pest Control
2. Comparison spreadsheet

PREPARED BY

Keith Bredehoeft, Public Works Director

November 27, 2017

Bid Tab: Pest Control Services

Opened on November 10, 2017

	2018 Rate	2019 Rate	2020 Rate	2018 Rate	2019 Rate	2020 Rate
	Bidder: LAWRENCE			Bidder: PETES		
Location	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost
Municipal Building	\$ 25.00	\$ 25.00	\$ 25.00	\$ 50.00	\$ 50.00	\$ 50.00
Municipal Building Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Public Safety Center	\$ 25.00	\$ 25.00	\$ 25.00	\$ 50.00	\$ 50.00	\$ 50.00
Public Safety Center Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Community Center	\$ 25.00	\$ 25.00	\$ 25.00	\$ 40.00	\$ 40.00	\$ 40.00
Community Center Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Public Works Facility - A Bldg	\$ 25.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00	\$ 45.00
Public Works Facility - A Bldg Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Public Works Facility - B Bldg	\$ 25.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00	\$ 45.00
Public Works Facility - B Bldg Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Public Works Facility - G Bldg	\$ 25.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00	\$ 45.00
Public Works Facility - G Bldg Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Swimming Pool Bathhouse	\$ 25.00	\$ 25.00	\$ 25.00	\$ 35.00	\$ 35.00	\$ 35.00
Swimming Pool Bathhouse/ Concession - Outside	\$ 25.00	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ -
Swimming Pool Concession Area (Bi-Weekly)	\$ 25.00	\$ 25.00	\$ 25.00	\$ 70.00	\$ 70.00	\$ 70.00
Swimming Pool South Filter House	\$ 25.00	\$ 25.00	\$ 25.00	\$ 35.00	\$ 35.00	\$ 35.00
Harmon Park Pavilion Restrooms	\$ 25.00	\$ 25.00	\$ 25.00	\$ 30.00	\$ 30.00	\$ 30.00
Franklin Park Restrooms	\$ 25.00	\$ 25.00	\$ 25.00	\$ 40.00	\$ 40.00	\$ 40.00
Day of Service				4th Thurs	4th Thurs	4th Thurs
	2018 Fee	2019 Fee	2020 Fee	2018 Fee	2018 Fee	2018 Fee
Annual Termite Inspection	\$ 250.00	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00	\$ 400.00
Date of Termite Inspection	6/15/2018	6/15/2019	6/15/2020	5/24/2018	5/23/2019	5/28/2020
ANNUAL TOTALS	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 5,240.00	\$ 5,240.00	\$ 5,240.00
TOTAL		\$11,700.00			\$15,720.00	

AGREEMENT FOR PEST CONTROL SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2018 through 2020 with the following terms and conditions.

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

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

1.0 Service Specifications

- 1.1 The Contractor will provide total building monthly pest control at these locations on the specified day every month:
 - Municipal Building, 7700 Mission Road
 - Public Safety Center, 7710 Mission Road
 - Community Center, 7720 Mission Road
 - Public Works Facility - A building, 3535 Somerset Drive
 - Public Works Facility - B building, 3535 Somerset Drive
 - Public Works Facility - G building, 3535 Somerset Drive
 - Harmon Park Pavilion Restrooms, 7721 Delmar
 - Franklin Park Restroom, 8700 Roe Avenue

- 1.2 The Contractor will provide total building monthly pest control only during May, June, July, August, September at these locations on the specified day every month:
 - Swimming Pool Bathhouse, 7711 Delmar
 - Swimming Pool South Filter House, 7711 Delmar
 - Swimming Pool Concession Area, 7711 Delmar (bi-weekly service)

- 1.3 The Contractor will provide outside monthly pest control only during May, June, July, August, September at these locations on the specified day every month:
 - Municipal Building, 7700 Mission Road
 - Public Safety Center, 7710 Mission Road
 - Community Center, 7720 Mission Road
 - Swimming Pool Bathhouse/Concession Building, 7711 Delmar
 - Public Works Facility - A building, 3535 Somerset Drive
 - Public Works Facility - B building, 3535 Somerset Drive
 - Public Works Facility - G building, 3535 Somerset Drive

- 1.4 The Contractor will provide an annual termite inspection at these locations on the specified date:
 - Municipal Building, 7700 Mission Road
 - Public Safety Center, 7710 Mission Road
 - Community Center, 7720 Mission Road
 - Public Works Facility - A building, 3535 Somerset Drive
 - Public Works Facility - B building, 3535 Somerset Drive
 - Public Works Facility - G building, 3535 Somerset Drive
 - Swimming Pool Bathhouse, 7711 Delmar
 - Swimming Pool South Filter House, 7711 Delmar
 - Swimming Pool Concession Area, 7711 Delmar
 - Harmon Park Pavilion Restrooms, 7721 Delmar
 - Franklin Park Restroom, 8700 Roe Avenue

- 1.5 The Contractor will use an odorless chemical to provide for the control of spiders, flies, roaches, waterbus, silverfish, ants, crickets, and mice. The Contractor will also provide sticky-traps at all potential entry points which shall be replaced monthly.
- 1.6 The Contractor will identify the chemicals and amounts used in a semi-annual service report for each location.
- 1.7 If it is necessary for the Contractor to repeat a treatment between scheduled services, the Contractor will do so at no cost.
- 1.8 The Contractor will provide a Material Safety Data Sheet for all chemicals used on an annual basis or if products are changed.
- 1.9 The Contractor will supply a direct contact name, phone number and email address and will notify the City if this contact information changes during the Contract period.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
 - A. The Contractor shall procure and maintain, at its expense, the following insurance coverage:
 - (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 - (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

-
- C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
- D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.16 This Agreement is for the period of January 1, 2018 through December 31, 2020. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.17 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 That the monthly fees for the completion of these services are:

LOCATION	2018 MONTHLY FEE	2019 MONTHLY FEE	2020 MONTHLY FEE
Municipal Building	25.00	25.00	25.00
Municipal Building Outside (May - September)	25.00	25.00	25.00
Public Safety Center	25.00	25.00	25.00
Public Safety Center Outside (May - September)	25.00	25.00	25.00
Community Center	25.00	25.00	25.00
Community Center Outside (May - September)	25.00	25.00	25.00
Public Works Facility - A Building	25.00	25.00	25.00
Public Works Facility - A Bldg Outside (May - September)	25.00	25.00	25.00
Public Works Facility - B Building	25.00	25.00	25.00
Public Works Facility - B Bldg Outside (May - September)	25.00	25.00	25.00
Public Works Facility - G Building	25.00	25.00	25.00
Public Works Facility - G Bldg Outside (May - September)	25.00	25.00	25.00
Swimming Pool Bathhouse (May - September)	25.00	25.00	25.00
Swimming Pool Bathhouse/Concession Bldg - Outside (May - September)	25.00	25.00	25.00
Swimming Pool Concession Area (Bi-Weekly) (May - September)	25.00	25.00	25.00
Swimming Pool South Filter House (May - September)	25.00	25.00	25.00
Harmon Park Pavilion Restrooms	25.00	25.00	25.00
Franklin Park Restrooms	25.00	25.00	25.00
Monthly Day of Service: (ie. 1 st Tuesday of every month)			
	2018 ANNUAL FEE	2019 ANNUAL FEE	2020 ANNUAL FEE
Annual Termite Inspection	250.00	250.00	250.00
Scheduled Date of Termite Inspection:	June 15, 18	June 15, 19	June 15, 20

4.0 References

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

4.2

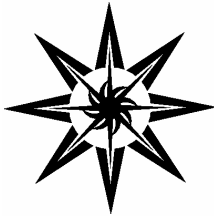
Company: Johnson County Community College Contact: Clay Cook
 Phone #: 913-469-8500 Email: CCOOK25@JCC.edu
 Brief Description on Work: Pest Control Service to all buildings on a OH Campus (25 Bldgs)

Company: Shawnee Mission School District Contact: Diana Griffin
 Phone #: 913-993-8524 Email: DianaGriffin@SMSD.org
 Brief Description on Work: Pest Control Service to Entire School District (50 Schools)

Company: Clay County Contact: Lee Pogge
 Phone #: 913-407-3326 Email: _____
 Brief Description of Work: Pest Control Service to Various Clay County Facilities (.50 Bldgs)

Contractor Contact: SAM KUMAR
 Company Name: LAWRENCE PEST CONTROL
 Address: 4725 LAMAN AVE
MISSION, KS 66202
 Telephone Number: 913-677-3003
 Fax Number: 913-677-3086
 Email: LAWRENCEPEST@YAHOO.COM
 /s/ _____
 Contractor Agent Date

ATTEST:
 /s/ _____
 Joyce Hagen Mundy, City Clerk Date
 /s/ _____
 Catherine P. Logan, City Attorney Date
 /s/ _____
 Laura Wassmer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/4/2017

Consider Bid Award for HVAC Services

RECOMMENDATION

Staff recommends the City Council approve the contract for HVAC Services to O'Dell Service Co. for 2018 and renewal in 2019 and 2020.

BACKGROUND

On Friday, November 10, 2017, the City Clerk opened bids to provide HVAC Services. The contract is to provide HVAC service for cooling systems, heating systems, Geothermal and repair services for the City buildings. Two bids were received and a comparison is attached showing that the current contractor O'Dell Service Co. is the lowest bid.

FUNDING SOURCE

Funding is available in the 2018 Public Works Operating Budget.

ATTACHMENTS

1. Bid for HVAC Services with O'Dell Service Co.
2. Comparison spreadsheet

PREPARED BY

Keith Bredehoeft, Public Works Director

November 27, 2017

Bid Tab: HVAC

Opened on November 10, 2017

	2018 Rate	2019 Rate	2020 Rate		2018 Rate	2019 Rate	2020 Rate
Bidder: CATES				Bidder: ODELL			
Location	Cost	Cost	Cost		Cost	Cost	Cost
Public Safety - Spring	\$ 1,265.00	\$ 1,390.00	\$ 1,530.00		\$ 576.00	\$ 576.00	\$ 582.00
Public Safety - Fall	\$ 1,265.00	\$ 1,390.00	\$ 1,530.00		\$ 576.00	\$ 576.00	\$ 582.00
Municipal Building - Spring	\$ 770.00	\$ 850.00	\$ 940.00		\$ 576.00	\$ 576.00	\$ 582.00
Municipal Building - Fall	\$ 770.00	\$ 850.00	\$ 940.00		\$ 576.00	\$ 576.00	\$ 582.00
Community Center - Spring	\$ 110.00	\$ 120.00	\$ 130.00		\$ 96.00	\$ 96.00	\$ 97.00
Community Center - Fall	\$ 110.00	\$ 120.00	\$ 130.00		\$ 96.00	\$ 96.00	\$ 97.00
Public Works - Spring	\$ 770.00	\$ 850.00	\$ 935.00		\$ 385.00	\$ 385.00	\$ 388.00
Public Works - Fall	\$ 770.00	\$ 850.00	\$ 935.00		\$ 768.00	\$ 768.00	\$ 776.00
Swimming Pool - Spring	\$ 110.00	\$ 120.00	\$ 130.00		\$ 144.00	\$ 144.00	\$ 145.50
Swimming Pool - Fall	\$ 110.00	\$ 120.00	\$ 130.00		\$ 144.00	\$ 144.00	\$ 145.50
Harmon Park - Spring	\$ 55.00	\$ 60.00	\$ 65.00		\$ 96.00	\$ 96.00	\$ 97.00
Harmon Park - Fall	\$ 55.00	\$ 60.00	\$ 65.00		\$ 96.00	\$ 96.00	\$ 97.00
Franklin Park - Spring	\$ 165.00	\$ 180.00	\$ 200.00		\$ 144.00	\$ 144.00	\$ 145.50
Franklin Park - Fall	\$ 165.00	\$ 180.00	\$ 200.00		\$ 144.00	\$ 144.00	\$ 145.50
Geothermal Quartely Testing	\$ 440.00	\$ 485.00	\$ 530.00		\$ 200.00	\$ 200.00	\$ 200.00
Additional Fees							
Labor Cost per Hour	\$ 88.00	\$ 94.00	\$ 98.00		\$ 96.00	\$ 96.00	\$ 97.00
Labor Cost per Overtime Hour	\$ 132.00	\$ 141.00	\$ 147.00		\$ 144.00	\$ 144.00	\$ 145.50
Materials - Actual Cost Plus Mark Up %	35%	35%	35%		30%	30%	30%
Freon - Cost per Pound Refrigerant	Market + 3.5%	Market + 3.5%	Market + 3.5%		\$ 9.39	\$ 9.39	Market
Service Cost	\$ 19,910.00	\$ 21,905.00	\$ 24,110.00	\$ -	\$ 13,451.00	\$ 13,451.00	\$ 13,586.00
Hourly 50 hours Reg - 5 hours OT	\$ 5,060.00	\$ 5,405.00	\$ 5,635.00		\$ 5,520.00	\$ 5,520.00	\$ 5,577.50
Materials \$250	\$ 337.50	\$ 337.50	\$ 337.50		\$ 325.00	\$ 325.00	\$ 325.00
Annual Total	\$ 25,307.50	\$ 27,647.50	\$ 30,082.50		\$ 19,296.00	\$ 19,296.00	\$ 19,488.50
3 Year Total		\$83,037.50				\$58,080.50	

AGREEMENT FOR HVAC SERVICE

This Agreement, made this 9 day of November, _____, by and between O'Dell Service Co. In hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2018 through 2020 with the following terms and conditions.

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

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

1.0 **Service Specifications**

1.1 The Contractor will provide City HVAC service for cooling system, heating system, special preventative maintenance and repair service for the following locations:

- Police Department - 7710 Mission Road
- Municipal Building - 7700 Mission Road
- Community Center - 7720 Mission Road
- Public Works - 3535 Somerset Drive
- Swimming Pool Facility - 7711 Delmar Street
- Harmon Park - 77th Place & Delmar
- Franklin Park - 8700 Roe Avenue

1.2 Geothermal system annual testing and inspection of the fluid in the entire system. The system is located at the Municipal Campus located at 7700 Mission Road and runs throughout the Municipal Building, Police Department and Community Center. System testing and inspection to be provided in September.

- a. Sample and test glycol coolant levels and clean fluid strainers. Complete maintenance in accordance to manufacturers recommendations.

1.3 Spring Cooling Systems Service will be provided quarterly in March, June and September. Check and start up all air conditioning systems in March. Notify the City of any deficiencies or parts which need to be replaced. This is the minimum required preventive maintenance that will be performed on all cooling units during the months of March, June and September:

- a. Lubricate blower & motor bearings
- b. Check belt condition and tension
- c. Check condenser coils and clean
- d. Check evaporator cooling coil and clean
- e. Check operating pressures
- f. Check Freon charge and leak test units with low charge (excluding geothermal units)
- g. Check thermostat and control
- h. Check condenser efficiency and clean contacts
- i. Set dampers and check fan speed for summer operation
- j. Check safety controls for correct operation and setting
- k. Check superheat setting and adjust
- l. Check for proper oil level and add oil, if required
- m. Check voltage and amp draw
- n. Check for correct rotation
- o. Check expansion valve and refrigerant flow through drier (excluding geothermal units)
- p. Check contactors and starters
- q. Check 'start and run' capacitors
- r. Check compressor efficiency

- s. Clean condensate drain
- t. Check thermostat and controls (Automated Logic)
- u. Check fluid cooler
- v. Check water flow and strainers annually
- w. Check pumps
- x. Check inlet and outlet water temps for wells
- y. Check diverting valves for proper operation

1.4 Fall Heating Systems Service will be provided quarterly in September, December and March. Check and start up all heating systems in September. Notify the City of any deficiencies or parts which need to be replaced. This is the minimum required preventive maintenance that will be performed on all heating units during the months of September, December and March:

- a. Lubricate blower and motor bearings
- b. Check belt condition and tension
- c. Check operation of controls and clean contact points
- d. Check to insure that all furnace and heater flues are drawing properly
- e. Check condition of pilot and clean
- f. Check condition of burner for proper flame and adjust
- g. Check gas line pressure
- h. Check manifold pressure
- i. Check combustion
- j. Check fan and limit control
- k. Check pilot safety
- l. Check heat anticipator
- m. Check gas pressure regulator
- n. Check burner operation
- o. Check heat relay
- p. Check safety controls
- q. Check thermocouple output
- r. Check temperature rise through heat exchanger
- s. Set dampers and check fan speed for winter operation
- t. Check for CO₂ to supply ducts and around flues
- u. Check damper actuation
- v. Heat Pumps
 - i. Check condenser coils
 - ii. Check evaporator cooling coil and clean
 - iii. Check operating pressures
 - iv. Check Freon charge and leak test units with low charge (excluding geothermal units)
 - v. Check thermostat and control
 - vi. Check condenser efficiency and clean contacts
 - vii. Set dampers and check fan speed for summer operation
 - viii. Check safety controls for correct operation and setting
 - ix. Check superheat setting and adjust
 - x. Check for proper oil level and add oil, if required
 - xi. Check voltage and amp draw
 - xii. Check for correct rotation
 - xiii. Check expansion valve and refrigerant flow through drier (excluding geothermal units)
 - xiv. Check contactors and starters
 - xv. Check "start and run" capacitors
 - xvi. Check compressor efficiency
 - xvii. Clean condensate drain

- xviii. Check thermostat and controls (Automated Logic)
 - xix. Change air filter
 - xx. Check belt condition and tension
 - xxi. Check and clean water flow and strainers annually
 - xxii. Check pumps
 - xxiii. Check inlet and outlet water temps from wells
 - xxiv. Check diverting valves for proper operation
 - xxv. Lubricate blower and motor bearings
- 1.5 Contractor will provide a list and schedule for all inspections and maintenance recommended by the manufacturer for items 1.2, 1.3 and 1.4 for each contract year.
- 1.6 Provide emergency service within four (4) hours of request at specified hourly or over-time rate plus materials.
- 1.7 Furnish the City with a repair order detailing all work performed by location including labor hours and parts replaced along with Invoice for work performed by location to be delivered to Public Works at 3535 Somerset, Prairie Village, KS 66208 when work is completed.
- 1.8 The City, in accordance with City Council Policy No. CP061, will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.9 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.10 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.11 The Contractor will supply a direct contact name, phone number and email address and will notify the City if this contact information changes during the Contract period.
- 1.12 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 James Carney, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-jcarney@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

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

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

- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.13 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.15 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.
- 2.16 This Agreement is for the period of January 1, 2018 through December 31, 2020. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.17 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 The fees for the completion of this service are:

LOCATION	2018 Quarterly Fee	2019 Quarterly Fee	2020 Quarterly Fee
Public Safety - 7710 Mission Road			
Spring Maintenance Service	576.	576.	582.
Fall Maintenance Service	576.	576.	582.
Municipal Building - 7700 Mission Road			
Spring Maintenance Service	576.	576.	582.
Fall Maintenance Service	576.	576.	582.
Community Center - 7720 Mission Road			
Spring Maintenance Service	96.	96.	97.
Fall Maintenance Service	96.	96.	97.
Public Works - 3535 Somerset Drive			
Spring Maintenance Service	385.	385.	388.
Fall Maintenance Service	768.	768.	776.
Swimming Pool Facility - 7711 Delmar Street			
Spring Maintenance Service	144.	144.	145.50
Fall Maintenance Service	144.	144.	145.50
Harmon Park - 77th Pl & Delmar			
Spring Maintenance Service	96.	96.	97.
Fall Maintenance Service	96.	96.	97.
Franklin Park - 8700 Roe Avenue			
Spring Maintenance Service	144.	144.	145.50
Fall Maintenance Service	144.	144.	145.50
Geothermal Quarterly Testing			
	200.	200.	250.

3.2 Additional Fees

DESCRIPTION	2018 PRICING	2019 PRICING	2020 PRICING
Labor Cost per Hour:	96.	96.	97.
Labor Cost per Overtime Hour:	144.	144.	145.50
Materials - Actual Cost Plus Mark Up %:	30	30	30
Freon - Cost Per Pound for Refrigerant	R410A 9.39/#	9.39/#	Market

4.0 Units covered by this agreement

4.1 Municipal Building (City Hall), 7700 Mission Road

MFG	MODEL #	SERIAL #	LOCATION
CH1-Florida HP	EC036 - Horizontal		Basement Ceiling
CH2-Florida HP	EC060 - Horizontal		Basement Ceiling
CH3-Florida HP	EC060 - Vertical		Basement
CH4-Florida HP	EC036 - Vertical		Basement
CH5-Florida HP	EC042 - Vertical		Basement
CH6-Florida HP	EC036 - Horizontal		Upstairs Ceiling
CH7-Florida HP	EC036 - Horizontal		Upstairs Ceiling
CH8-Florida HP	EC036 - Vertical		Mechanical Room
CH9-Florida HP	EC120 - Vertical		Mechanical Room
CH10-Florida HP	EC036 - Vertical		Mechanical Room
CH11-Florida HP	EC042 - Vertical		Mechanical Room
CH12-Florida HP	EC120 - Vertical		Mechanical Room
CH13-Florida HP	EC036 - Horizontal		Attic
CH14-Florida HP	EC036 - Horizontal		Attic

4.2 Community Center, 7720 Mission Road

Florida HP	EC060		Mechanical Room
Florida HP	EC060		Mechanical Room

4.3 Swimming Pool Facility, 7711 Delmar

YORK	N4AHD14A06A	EGFS192429	INSIDE
YORK	H1DB036S06B	EHFM303588	GROUND
YORK	F1SA030R06A	ELCS347675	INSIDE
YORK	H2DH030506A	EFDM239221	ROOF

4.4 Public Works Facilities, 3535 Somerset

TRANE	GPA125A	0G-06327	SHOP
JANITROL	WH100	89GH3810R	SHOP
JANITROL	WH100	89GH3983R	PARTS
LENNOX	LF3E-165-2	8-92020ES	HIGH LIFT
SHENANDOAH	AM-862526	2026	SHOP
TRANE	TUE060A936KO	L305K4RIG	SHOP, CEILING
TRANE	TUE120A960KO	L323T8G1G	SHOP, CEILING
TRANE	TTR025C100A2	L322LCHAF	GROUND
TRANE	TTB060C100AD	L273RBGHF	GROUND
YORK	P4UGD20N12001A	ENXM249132	FURNACE ROOM
YORK	HICF060S06B	MBYM131772	GROUND
REZNOR	F50	AQ131KSN44235	SIGN GARAGE
CARRIER	38CKC030340	1105E08979	GROUND

MFG.	MODEL #	SERIAL #	LOCATION
NORTH - G BUILDING			
BRYANT	565BJ018	5286A26256	GROUND
BRYANT	519DXX024000MAAA	R786441	SHOP - MECH RM
REZNOR	XL60-3	ALL31G8N77873	SHOP - WALL
REZNOR	F250	AQA31K6NO3925	SHOP - WALL
SCHWACK	36C01	NONE	BAY 1 - CEILING
SCHWACK	36C01	NONE	BAY 2 - CEILING
SOUTH - G BUILDING			
BRYANT	565B	5286A25594	GROUND
BRYANT	519XX024000MAAA	R794438	SHOP - MECH RM
SCHWACK	36C01	NONE	BAY 1 - CEILING
SCHWACK	36C01	NONE	BAY 2 - CEILING
REZNOR	XL60-3	ALL31G8N77872	SHOP

4.5 Police Building, 7710 Mission Road

PS1-Florida HP	EC060 - Horizontal		Ceiling
PS2-Florida HP	EC024 - Horizontal		Ceiling
PS3-Florida HP	EC036 - Horizontal		Ceiling
PS4-Florida HP	EC036 - Horizontal		Ceiling
PS5-Florida HP	EC048 - Horizontal		Ceiling
PS6-Florida HP	EC060 - Horizontal		Ceiling
PS7-Florida HP	EC048 - Horizontal		Ceiling
PS8-Florida HP	EC072 - Horizontal		Ceiling
PS9-Florida HP	EC042 - Horizontal		Ceiling
PS10-Florida HP	EC042 - Horizontal		Ceiling
PS11-Florida HP	EC048 - Horizontal		Ceiling
PS12-Florida HP	EC036 - Horizontal		Ceiling
PS13-Florida HP	EC036 - Horizontal		Ceiling
PS14-Florida HP	EC042 - Horizontal		Ceiling
PS15-Florida HP	EC024 - Horizontal		Ceiling
PS16-Florida HP	EC018 - Horizontal		Ceiling
PS17-Florida HP	EC030 - Horizontal		Ceiling
PS18-Florida HP	EC018 - Horizontal		Ceiling
PS19-Florida HP	EC024 - Horizontal		Ceiling
FC-1 AAP Fluid Cooler	AAPFC-358-S Tower		Roof
P1-Pump	ITT 1510-3BC		Mechanical Room
P2-Pump	ITT1510-3BC		Mechanical Room

4.6 Harmon Park, 77th Place & Delmar

Microban	FCME301245002-S	7114H17485	Mechanical Room
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4.7 Franklin Park, 8700 Roe Avenue

Berko Heater	HUHAA324		Mechanical
Berko Heater	HUHAA324		Women's Restroom
Berko Heater	HUHAA324		Men's Restroom

5.0 References

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

5.2

Company: Clay County Admin Contact: Donna Koontz

Phone #: 816-792-7727 Email: dkoontz@claycogov.com

Brief Description on Work: Preventive Maintenance, Repair, and Replacement of all HVAC Equipment at multiple locations.

Company: Olathe Medical Services Contact: Darren Lawrenz

Phone #: 913-393-5342 Email: darren.lawrenz@olathehealth.or

Brief Description on Work: Preventive Maintenance, Repair and Replacement of all HVAC equipment at multiple locations.

Company: Bank Midwest Contact: Jeff Green

Phone #: 816-471-9800 Email: jgreen@nbhbank.com

Brief Description of Work: Preventive Maintenance, Repair, and Replacement of all HVAC equipment at multiple locations.

Contractor Contact: Danny McIntyre

Company Name: O'Dell Service Co.

Address: 2605 NE Industrial Dr

N. Kansas City, Mo 64117

Telephone Number: 816-842-3414

Fax Number: 816-842-9506

Email: mcintyredanny@gmail.com

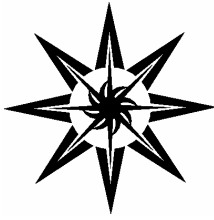
/s/ Danny McIntyre
Contractor Agent 11-9-17
Date

ATTEST:

/s/ Joyce Hagen Mundy
Joyce Hagen Mundy, City Clerk Date

/s/ Catherine P. Logan
Catherine P. Logan, City Attorney Date

/s/ Laura Wassmer
Laura Wassmer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/4/2017

CONSIDER BID AWARD FOR FIRE EXTINGUISHER SERVICE

RECOMMENDATION

Staff recommends the City Council approve the contract for Fire Extinguisher Service to 451 Protection for 2018 and renewal in 2019 and 2020.

COUNCIL ACTION REQUESTED ON December 4, 2017

BACKGROUND

On November 10, 2017, the City Clerk opened bids for Fire Extinguisher Services. 451 Protection submitted the only bid. The contract is to provide Fire Extinguisher Services for City buildings and vehicles. This is a new contractor. Their references were checked and were all positive. A spreadsheet showing the proposed fees is attached.

FUNDING SOURCE

Funding is available in the 2018 Public Works Operating Budget.

ATTACHMENTS

1. Service agreement with 451 Protection.
2. Bid Pricing Comparison

PREPARED BY

Keith Bredehoeft, Public Works Director

November 27, 2017

Bid Tab: Fire Extinguisher Service
Opened on November 10, 2017

	2018 Rate	2019 Rate	2020 Rate
Bidder: 451 Protection			
Bid Item	Cost	Cost	Cost
Service Call			
CO2 -- 10 lb	\$20.00	\$20.00	\$20.00
Dry Chemical -- 2.5 lb	\$20.00	\$20.00	\$20.00
Dry Chemical -- 5.0 lb	\$20.00	\$20.00	\$20.00
Dry Chemical -- 10.0 lb	\$20.00	\$20.00	\$20.00
Pressurized -- 10.0 lb	\$20.00	\$20.00	\$20.00
Inspection			
CO2 -- 10 lb	\$4.50	\$4.50	\$5.00
Dry Chemical -- 2.5 lb	\$4.50	\$4.50	\$5.00
Dry Chemical -- 5.0 lb	\$4.50	\$4.50	\$5.00
Dry Chemical -- 10.0 lb	\$4.50	\$4.50	\$5.00
Pressurized -- 10.0 lb	\$4.50	\$4.50	\$5.00
Recharging			
CO2 -- 10 lb	\$15.00	\$15.00	\$17.00
Dry Chemical -- 2.5 lb	\$14.00	\$14.00	\$15.00
Dry Chemical -- 5.0 lb	\$16.00	\$16.00	\$17.00
Dry Chemical -- 10.0 lb	\$18.00	\$18.00	\$18.00
Pressurized -- 10.0 lb	\$20.00	\$20.00	\$22.00

PREVIOUS CONTRACT
2017 Rate

Bidder: Keller Fire

Cost
\$0.00
\$12.00
\$16.00
\$23.00
\$27.00
\$4.50
\$4.50
\$4.50
\$4.50
\$4.50
\$16.75
\$12.00
\$16.00
\$23.00
\$27.00

AGREEMENT for FIRE EXTINGUISHER SERVICE

This Agreement, made this 7th day of November, 2017, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2018 through 2020 with the following terms and conditions.

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

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

1.0 Service Specifications

- 1.1 The Contractor will provide maintenance, inspection, and recharging for the City fire extinguishers; dry chemical, pressurized and CO₂ for the following locations:
- Public Works - 3535 Somerset Drive
 - Municipal Building - 7700 Mission Road
 - Public Safety Center - 7710 Mission Road
 - Community Center - 7720 Mission Road
 - Swimming Pool - 7711 Delmar
 - Tennis Facility - 7721 Delmar
 - Harmon Pavilion - 7727 Delmar
 - Franklin Pavilion - 8700 Roe Avenue
 - Public Works City Vehicles
 - Public Safety City Vehicles
 - Administration City Vehicles

1.2 The annual inspection of all extinguishers will be scheduled and completed between April 1st and April 30th, each year of the contract.

1.3 The Contractor will be responsible for pickup and delivery.

1.4 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.

1.5 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 James Carney, Field Superintendent, at phone: (913) 385-4644, fax: (913) 642-0117, email: jcarney@pvtkansas.com will be the City coordinator for the Contractor in providing any service and responding to any special needs.

2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.

- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices and service reports will be grouped by the locations listed in section 1.1 with a copy of the service report and invoices being sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208. One service fee will be permitted per request for a single location.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance.
 - A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 This Agreement is for the period of January 1, 2018 through December 31, 2020. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.
- 2.10 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out

of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.12

Applicable Laws and Permits.

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable

license and permitting requirements at all times.

B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

2.13

The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contractor Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion. If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.14

This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.17

This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

annual basis of multiple locations across the metro area
 Brief Description of Work: Service fire suppression and extinguishers on a semi-
 Phone #: 816.421.5434
 Company: Salvation Army
 Contact: John Keane
 Email:

on a semi-annual basis at multiple locations across metro area
 Brief Description on Work: Service fire suppression and extinguishers
 Phone #: 913.495.5577
 Company: Church's Chicken
 Contact: Nora Vargas
 Email: info@snsainc.com

at multiple locations, including recharges, hydro tests and annual inspections.
 Brief Description on Work: Service and maintain the City's fire extinguishers
 Phone #: 816.892.3116
 Company: City of Raymore
 Contact: Daryl Guade
 Email:

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

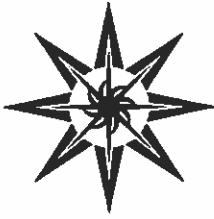
Extinguishers	2018	2018	2018	2018	2019	2019	2019	2020	2020
CO ₂ 10 lb.	20	4.50	15	20	4.50	15	20	5.00	17 ⁰⁰
Dry Chem. 2 1/2 lb.	20	4.50	14	20	4.50	14	20	5.00	15 ⁰⁰
Dry Chem. 5 lb.	20	4.50	16	20	4.50	16	20	5.00	17 ⁰⁰
Dry Chem. 10 lb.	20	4.50	18	20	4.50	18	20	5.00	18 ⁰⁰
Pressurized w/cold fire extinguishing additive 10lb.	20	4.50	20	20	4.50	20	20	5.00	22 ⁰⁰

- 3.1 The fees for these services are:
- 3.0 Fees

Contractor Contact: DAN SCHIENE
Company Name: 451 PROTECTION
Address: 1021 N WILLIS
INDSORONTE, MO 64050
Telephone Number: 913-244-2103
Fax Number: _____
Email: 451 PROTECTION@ATT.NET
D. Schiene /s/ _____
Contractor Agent: _____
Date: 11-7-17

ATTEST:

/s/ _____
Joyce Hagen Mundy, City Clerk Date
/s/ _____
Catherine P. Logan, City Attorney Date
/s/ _____
Laura Wassmer, Mayor Date



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 4, 2017
Consent Agenda

Consider 2018 contribution allocation recommended by United Community Services for Human Service Fund grants

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2018 Human Service Fund Recommendation Report and a contribution to UCS of \$7,600

BACKGROUND

For the past several years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2018 budget has designated \$7,600 for this contribution. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2018 Human Service Fund Recommendation Report.

FUNDING SOURCE

Funding is included in the 2018 budget for the Parks and Community Programs.

ATTACHMENTS: 2018 Human Service Fund Recommendation Report

Prepared By: Lisa Santa Maria, Finance Director
Date: November 28, 2017



United Community Services of Johnson County

2018 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Michael Hockley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Cheryl Harrison-Lee
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Janis McMillen, PhD
Justin Nichols
Leo J. Nunnink
Tom Robinett
Sandra Sanchez
Paul Snider
Maury L. Thompson
Kevin Tubbesing
Rick Worrel

Council of Advisors

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

Executive Director

Julie K. Brewer

Human service programs are a vital component of quality of life. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the Human Service Fund in 2018.

Together, Johnson County Government and 14 cities committed \$359,715 for the Human Service Fund in 2018. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2018 Human Service Fund grants.

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

Thanks to your support, last year programs receiving Human Service Fund grants served approximately 57,570 Johnson County residents in-need. But, these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by
January 5, 2018.**

2018 Human Service Fund Applicant History and Recommendations

Applicant	2016 Grant	2017 Grant	2018 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$25,465	\$32,000	\$40,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement. Volunteers focus on the child and submit reports to judge.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
El Centro	\$20,000	\$20,000	\$20,000	Safety net services for low-income, under/uninsured individuals and families, including emergency assistance (utilities and housing), assistance with access to healthcare, financial education and assistance with income tax filing. Promotes good health and provides OSHA workplace instruction.
Growing Futures Early Education Center	\$8,500	\$9,265	\$9,265	Scholarships for child care fees for enrolled low-income families during financial hardship, which allows parents to maintain full-time education or employment. Crisis assistance for enrolled families who need help with food and housing.
Harvesters	\$8,000	\$10,000	\$12,000	BackSnack and Kids Café program provides a backpack of food for low-income food insecure school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$45,300	\$42,000	\$42,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Transitional Housing of Kansas	No request	\$5,000	\$6,000	Transitional housing for homeless youth and adults, including case management, budget counseling, and supportive services.
Johnson County Interfaith Hospitality Network (IHN)	\$9,000	\$9,000	\$9,000	Case management for homeless single females and homeless families with children who receive shelter, meals, and transportation assistance from IHN.
Jewish Family Services	No request	\$0	\$5,000	Food, Shelter and Employment program provides array of safety-net to low-income families.
Kansas Children's Service League	\$19,800	\$19,800	\$19,800	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$15,400	\$15,400	\$17,500	The Street Outreach Services Program serves runaway and homeless youth, with goal of safe housing. Addresses youths' immediate needs; related services and case management are available.
SAFEHOME	\$18,000	\$18,000	\$19,865	The Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter, and for women in the agency's outreach programs.
Salvation Army Family Lodge (Olathe)	\$15,000	\$18,000	\$18,000	Emergency and transitional housing for homeless and near homeless families in Johnson County, including related services and case management.
Sunflower House	\$32,500	\$32,500	\$37,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$15,000	\$10,000	\$10,000	Implementation of "Talk, Read, Play" Intensive Model at two early childhood centers which serve low-income children. TRP strengthens parents' abilities to support their child's early learning and literacy development.
Total	\$301,965	\$310,965	\$335,930	The 2017 federal poverty level for a family of three is \$20,420.

2018 Human Service Fund Recommendations

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

\$40,000 Recommendation

Results Projected: Program results include children who will not be substantiated as victims of additional abuse or neglect, have a stable adult presence in their lives, and when eligible, will complete high school or earn a GED. CASA anticipates serving 480 Johnson County children during 2018.

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

\$70,000 Recommendation

Results Projected: During 2018, the agency anticipates serving 34,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will undergo a case manager-led financial assessment, and 75% of clients will attend financial literacy education, and receive one-on-one coaching according to assessed financial need and capability.

El Centro, Inc. Funding is recommended for El Centro Family Services Center – Comprehensive Safety-Net Services in Olathe/Johnson County Office. Safety net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services include Economic Empowerment (emergency assistance and financial education classes), Volunteer Income Tax Assistance Program, and OSHA Workplace Informational Instruction (certified classes on workplace safety and prevention of health hazards in workplace). El Centro is

\$20,000 Recommendation

moving toward a more intensive service model based upon the Financial Opportunity Center model, which incorporates strength-based case management and economic empowerment, with a focus on workforce training and development, in addition to financial literacy and coaching and income supports.

Results Projected: During 2018 El Centro expects to serve 1,340 Johnson County residents at the Olathe office. Results include meeting clients' basic needs, assisting clients in obtaining an ITIN (if needed) and filing income taxes, and educating clients about workplace safety and obtain OSHA certification training – thereby building workforce safety.

**Growing Futures
Early Education
Center**

\$9,265

Recommendation

Funding is recommended for Growing Futures' Head Start Wrap Around Care/Full Day Program which provides scholarships to assist families experiencing financial hardships and unable to pay their share of child care fees for the full day of care (7:00a.m.-5:30p.m.). This allows for continuity of early childhood care and education. The majority of children in the Wrap Around Care program are Head Start-eligible (living at 100% of federal poverty level). Crisis assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

Results Projected: Children maintain enrollment in the program even though families face financial hardship, and children will illustrate school readiness in the five Head Start Learning Framework developmental domains. During 2018 Growing Futures projects serving 100 Johnson County children with the Wrap Around Care/Full Day Program.

Harvesters

\$12,000

Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner, and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. During 2017-18 school year, Harvesters will collaborate with 53 schools in Johnson County for BackSnack. Harvesters delivers meals directly to Kids Café sites and provides meals at no cost to recipients. Free and reduced lunch school statistics help determine location of Kids Café sites. During 2017-18 school year, there will be 20 Kids Café sites in Johnson County.

Results Projected: In 2018, through the BackSnack program, the agency anticipates serving 1,980 Johnson County children and distributing 67,320 backpacks, and providing 27,960 meals to 2,177 children through at least 20 Kids Cafe sites. Results include positive effects on children's grades, behavior and health.

Health Partnership Clinic (HPC)
\$42,000 Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic’s office in Olathe. HPC targets serving individuals living at or below 200% of the Federal Poverty Level; 56% of clients are uninsured and 34% have public insurance or Medicaid. Health Partnership Clinic, Johnson County’s largest safety-net clinic, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services. Specialty care is provided through a network of providers.

Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes, and patients utilize the Health Partnership Clinic (HPC) as their ongoing source of care (i.e. a medical home). During 2018 HPC anticipates serving 12,003 Johnson County residents through 34,509 patient office visits or encounters.

Hillcrest Ministries of MidAmerica
\$6,000 Recommendation

Funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (ages 16-21), families (children and adults), and single adults will be provided in eight apartments located in Overland Park. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless (100% or below of Federal Poverty Level). The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (3 months). A food and basic-needs pantry is also provided at the Overland Park facility.

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

Jewish Family Services
\$5,000 Recommendation

For the first time, Jewish Family Services is recommended for funding of the Food, Shelter, & Employment program (FS&E). This program provides low-income (at or below 150 percent of poverty) families a one-stop array of coordinated services including employment coaching, financial education, income supports, and food and emergency assistance, without regard to religious affiliation. Service delivery emphasizes an integrated approach to financial improvement.

Results projected: During 2018 the agency expects to serve 200 Johnson County residents. Clients will secure and retain employment, and improve their financial situation as evidenced by improved credit score, and increased income and sustainability.

Johnson County Interfaith Hospitality Network (JoCoIHN) JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting and money management, and assistance with job and housing searches. Services are provided by 3,300 volunteers through partnerships with 35 faith congregations.

\$9,000 Recommendation

Results Projected: During 2018 the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network.

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

\$19,800 Recommendation

Results Projected: During 2018, 135 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

KidsTLC Funding is recommended for KidsTLC Street Outreach Services Program (SOS) which provides intervention services to clients aged 12-24 (including young families) who are homeless or at-risk of homelessness. The primary goal is to get clients into permanent and rapid re-housing, or refer them to shelter and transitional living programs. SOS operates a crisis hotline in order to respond to youth at any time. When youth are interested in further engagement, SOS works to transition them into case management. Within case management the program focuses on educational supports, employment support, financial literacy, and mental health/health care support. In 2017 and into 2018 KidsTLC partners (or will partner) with two public school districts to provide homeless students (as defined by KS Dept. of Education which uses McKinney Vento legislation terminology) and their families with housing/utility assistance, mental health assistance, and emergency relief.

\$17,500 Recommendation

Results Projected: During 2018 the organization estimates serving 70 Johnson County residents through this program. Program results include securing housing for youth, and connecting families and youth to case management and other critical services, with a main focus on impacting youth and families within the Olathe and Shawnee Mission School Districts through their Impact Olathe and Project Home programs.

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

\$19,865

Recommendation

Results Projected: Program participants secure employment, enroll in job training or education programs, and achieve budgeting/credit goals. The agency projects this program will serve 225 Johnson County residents during 2018.

Salvation Army Olathe Funding is recommended to assist low and very low income homeless families in Johnson County with food and temporary shelter at the Johnson County Family Lodge (a homeless shelter) in Olathe. In most cases, the Lodge provides up to 90 days of shelter. Residents meet weekly with a case manager who utilizes the strengths-based case management model. Parenting and financial literacy classes are offered, as well as skill building in becoming gainfully employed and building a support system, and navigating mainstream resources.

\$18,000

Recommendation

Results Projected: In addition to providing safe shelter, results include families who increase their skills or income, apply for mainstream services (SNAP, TAF, Medicaid, etc.) and move into transitional or permanent housing. The Family Lodge anticipates serving 175 Johnson County residents during 2018.

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

\$37,500

Recommendation

Results Projected: Children are knowledgeable of strategies to recognize, resist and report abuse; youth who receive mobile technology and web education will indicate they will report unwanted electronic communication, and can identify how to report it; and, mandated reporters and caring adults are trained to identify and report child abuse and neglect. The agency anticipates reaching 14,000 Johnson County residents during 2018.

The Family Conservancy Funding is recommended for “Talk, Read, Play” (TRP), a parent-child initiative lead by The Family Conservancy since 2011. The Talk Read Play Intensive program model, developed in 2014, will be implemented in one to two Johnson County child care programs which serve families who receive state subsidy for child care costs. Talk Read Play trains child care providers and addresses parents’ basic abilities to support their child’s early learning and literacy development. It helps parents interact intentionally with their children, furthering at home the lessons child development educators begin building with children in the classroom. Talk Read Play places special emphasis on reaching low-income parents where research suggests it has potential to have a greater impact on children’s healthy development.

\$10,000 Recommendation

Results Projected: Parents increase in frequency of talking, reading and playing with their children. Child care providers increase utilization of Talk Read Play strategies in the classroom, distribution of Talk Read Play materials to families, and on-site parent event activities. During 2018 The Family Conservancy plans to serve 150 to 300 Johnson County residents.

2018 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- o Jennifer Bruning, *Committee Chair*, Kansas State Alliance of YMCAs
- o Brian Brown, TeamHealth
- o Tara S. Eberline, Foulston Siefkin, LLP
- o Janis McMillen, Community Volunteer
- o Justin Nichols, Lathrop & Gage LLP
- o Sandra Sanchez, Community Volunteer

Community Members

- o Nicole Russell, Waddell & Reed Financial, Inc.
- o Rebecca Yocham, City of Lenexa

Staff support: Marya Schott, UCS Community Initiatives Director

APPENDIX A

2018 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$131,775
De Soto	\$2,180
Edgerton	\$1,800
Gardner	\$6,000
Leawood	\$15,000
Lenexa	\$18,500
Merriam	\$7,600
Mission	\$7,600
Olathe	\$50,100
Overland Park	\$80,200
Prairie Village	\$7,600
Roeland Park	\$4,285
Shawnee	\$23,900
Spring Hill	\$1,800
Westwood*	\$1,375
Total from County Government & Cities	\$359,715
Interest	<u>\$1,215</u>
Subtotal	\$360,930
UCS Administration	<u>\$25,000</u>
Total Available to Allocate	\$335,930

*Westwood's contribution is pending

2018 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating human service safety net programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. The human service safety net cares for and protects the vulnerable, and provides pathways and opportunities for the disadvantaged to become contributing members of society. Components of the safety net that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2018

The HSF supports programs that benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

1. Programs funded by the HSF must deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
2. Programs funded by the HSF must fit the definition of "Safety Net or Work Supports." Priority is given to programs that address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
3. Priority will be given to programs that serve individuals and/or families with income below or near the federal poverty level.
4. Priority will be given to programs that demonstrate innovation and/or collaboration in program delivery.

ELIGIBILITY

- Current §501(c)(3) designation and in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information, such as, but not limited to, the most recent IRS Form 990.
- The program serves primarily Johnson County, Kansas residents who live with income at or near federal poverty level. Programs that do not meet this criterion may still be eligible if the program leads to the prevention of poverty, and primarily serves Johnson County residents.
- The program clearly defines and measures outcomes for participants.
- The program benefits local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- The applicant complies with Agency Standards.
- Applicants must affirm that the agency does not discriminate on the basis of age, sex, ethnicity, disability, race, color, ancestry, political affiliation, religion, sexual orientation, mental health disability or national origin.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle.
- Applications for substance abuse programs are not accepted and should be directed to the Alcohol Tax Fund.



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 4, 2017
Consent Agenda

Consider 2018 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2018 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$40,000 from the 2018 Parks & Community Programs Budget.

BACKGROUND

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

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

FUNDING SOURCE

Funding is included in the 2018 budget for the Parks and Community Programs.

ATTACHMENTS: 2018 Alcohol Tax Fund Recommendation Report

Prepared By: Lisa Santa Maria, Finance Director
Date: November 28, 2017



United Community Services of Johnson County

Date: November 7, 2017
To: Wes Jordan, City Administrator, Prairie Village
From: Julie K. Brewer, Executive Director *JKB*
Re: Allocation of 2018 Alcohol Tax Fund

2018 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), a project of United Community Services, has prepared and approved the recommendations for allocation of 2018 Alcohol Tax Funds (ATF). The recommendations are in line with expectations under KSA 79-41a04. The enclosed report is submitted for the City of Prairie Village's consideration. The DAC is an advisor to the City of Prairie Village on the expenditure of these funds. To receive an electronic version of the document, please contact Marya Schott, maryas@ucsjoco.org.

The city has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests **the city confirm its acceptance of these recommendations and the city's funding distributions as stated on the distribution chart**. UCS, the DAC and ATF grant recipients understand that distribution of city funds may be altered should Kansas tax policy change, or revenues are not received by the City as expected. **Enclosed is a verification statement which we request be signed and returned to UCS by December 18, 2017.** If the ATF Recommendations Report will be considered during a city council or committee meeting, and you would like a representative of the DAC present, please notify Marya Schott.

Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. The UCS/DAC administrative cost of approximately 5% is prorated among all jurisdictions.

Thank you for your continued support of this allocation process, which targets public resources to address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents. Last year 70,825 residents benefited from ATF supported programs. Please contact me or Marya Schott if you have additional questions.

Enclosures: 2018 Alcohol Tax Fund Recommendations Report
Alcohol Tax Fund Distribution Chart
2018 Alcohol Tax Fund Recommendations Verification
2018 Grantee List

cc: Lisa Santa Maria

Board Members

Michael Hockley, President
Kate Allen
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Cheryl Harrison-Lee
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Janis McMillen, PhD
Justin Nichols
Leo J. Nunnink
Tom Robinett
Sandra Sanchez
Paul Snider
Maury L. Thompson
Kevin Tubbesing
Rick Worrel

Council of Advisors

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

Executive Director

Julie K. Brewer



DATE: November 7, 2017
TO: Wes Jordan, City Administrator, City of Prairie Village
CC: Lisa Santa Maria
FROM: Julie K. Brewer, Executive Director *JKB*
RE: 2018 Alcohol Tax Fund Recommendations and Distributions

The Drug and Alcoholism Council (DAC), a program of United Community Services (UCS), and the UCS Board of Directors have approved recommendations for allocation of 2018 Alcohol Tax Funds (ATF). With the understanding that distribution of ATF dollars may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City's acceptance of the 2018 ATF Recommendations Report, and agreement to distribute 2018 ATF dollars as stated on the Alcohol Tax Fund Distribution chart included with this memo.

Please sign this memo and return it by fax, postal mail or email to UCS by **December 18, 2017**.

Please let Marya Schott know if you have any questions (maryas@ucsjoco.org)

Thank you.

2018 Alcohol Tax Fund Recommendations Verification

The City of Prairie Village accepts the 2018 ATF Recommendations Report as approved by the DAC and UCS. With the understanding that distribution of ATF dollars may be altered should Kansas tax policy change or revenues are not received by the City as expected, the City agrees to distribute funds as stated on the 2018 ATF distribution chart provided by UCS.

Name: _____

Signature: _____

Title: _____ Date: _____

Fax: 913-492-0197
12351 W. 96th Terrace, Suite 200
Lenexa, KS 66215
maryas@ucsjoco.org



2018 ATF Distribution**PRAIRIE VILLAGE: \$40,000**

UCS administration	\$1,921
Shawnee Mission School District	\$599
Lorraine's House	\$336
Prefered Family Healthcare	\$2,412
Friends of Recovery	\$1,010
The Family Conservancy	\$748
Heartland Regional Alcohol & Drug Assessment Center	\$3,073
Cornerstones of Care	\$1,212
Jo. Co. Mental Health Center Adolescent Center for Treatment	\$5,122
Johnson County Mental Health Center Adult Detoxification Unit	\$5,426
Johnson County Mental Health Center Adult Dual Diagnosis	\$3,333
Johnson County Mental Health Center Prevention Services	\$1,907
Johnson County Court Services	\$2,744
First Call	\$606
SAFEHOME	\$517
Johnson County Dept. of Corrections	\$219
KidsTLC	\$936
KVC	\$1,414
Mirror, Inc.	\$3,556
Artists Helping the Homeless	\$2,255
Johnson County District Attorney	\$654
Total	\$40,000

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

School Districts and UCS

Blue Valley School District
 Superintendent: Dr. Todd White
 Contact: Dr. Mark Schmidt
 15020 Metcalf
 Overland Park, KS 66283
 (913) 239-4044
 (913) 239-4154 (fax)
 mrschmidt@bluevalleyk12.org

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

Spring Hill School District
 Superintendent: Dr. Wayne Burke
 Contact: Clay Frigon
 101 East South Street
 Spring Hill, KS 66083
 (913) 592-7355
 (913) 592-2847 (fax)
 frigonc@usd230.org

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

Shawnee Mission School District
 Superintendent: Dr. Kenny Southwick
 Contact: Robin Bell
 8200 W. 71 St.
 Shawnee Mission KS 66204
 (913) 993-6422
 robbell@smsd.org

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

Community-Based Agencies and Departments of County Government

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

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

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

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

Boys & Girls Club of Greater Kansas City
 Exec Director: David A. Smith
 Program Contact: Jason Roth
 4001 Blue Parkway, Ste. 102
 Kansas City, MO 64130
 (816) 462-1032
 (816) 361-3675 (fax)
 jroth@helpckkids.org
 Finance Contact: Martin Schwarzenberger
 816-462-0141; mschwarzenberger@helpckkids.org

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

**Heartland Regional Alcohol & Drug
 Assessment Center (RADAC)**
 Exec. Director/Contact: Jason Hess
 P.O Box 1063
 Mission, KS 66222
 (913) 789-6404
 (913) 789-0954 (fax)
 jason@hradac.com

Johnson County District Attorney

District Attorney: Steve Howe
Contact: Letitia Ferwalt
100 N. Kansas Ave, PO Box 728
Olathe, KS 66061
(913) 715-3099
(913) 715-3040 (fax)
Letita.Ferwalt@jocogov.org

Johnson County Court Services

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

KidsTLC

Interim CEO: Mark Siegmund
Contact: Heidi Wooten
480 S. Rogers Rd.
Olathe, KS 66062
(913) 324-3630
(913) 780-3387 (fax)
hwooten@kidstlc.org

Lorraine's House, Inc.

Contact: Lucy Brown
115 North Cooper St.
Olathe, KS 66061
(913) 486-0975
(913) 273-0720 (fax)
lucyb@avenuestorecovery.net

Mirror, Inc.

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

SAFEHOME, Inc.

Exec Director: Janee Hanzlick
Contact: Anna Kraxner
P.O. Box 4563
Overland Park, KS 66204
(913) 378-1559
(913) 432-9302 (fax)
anna.kraxner@safehome-ks.org

Johnson County Dept. of Corrections

Interim Director: Robert Sullivan
Contact: Kieth Clark
588 E. Santa Fe, Ste. 3000
Olathe, KS 66061
(913) 715-4511
(913) 715-4557 (fax)
kieth.clark@jocogov.org

Johnson County Mental Health Center

Exec Director: Tim DeWeese
6000 Lamar, Ste. 130
Mission, KS 66202
Adolescent Center for Treatment
Adult Detoxification Unit
Adult Dual Diagnosis
Contact: Deborah Stidham
(913) 715-7638
(913) 826-1594 (fax)
deb.stidham@jocogov.org
Prevention Services
Contact: Shana Burgess
(913) 715-7880
(913) 715-7881 (fax)
shana.burgess@jocogov.org

KVC Behavioral HealthCare, Inc.

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

Preferred Family Healthcare

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

The Family Conservancy

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



United Community Services of Johnson County

2018 ALCOHOL TAX FUND RECOMMENDATIONS REPORT DRUG and ALCOHOLISM COUNCIL OF JOHNSON COUNTY

Board Members

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- Kate Allen
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- Jennifer Bruning Tara S. Eberline
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- Elaine Tatham, PhD
- Stephen Tatum
- David Warm
- Ron Wimmer, PhD
- Hannes Zacharias

Executive Director

Julie K. Brewer

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

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

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

The DAC's grant review process provides a structured and accountable system that allows organizations, through one annual application, access to funds from multiple jurisdictions. The Board of County Commissioners and city councils have ultimate authority and responsibility for determining which organizations receive funds from their respective jurisdictions based upon the recommendations in this report. **Jurisdictions are asked to accept the recommendations by December 18, 2017.**

Together, Johnson County Government and nine cities committed \$2,061,072 for 2018 ATF (listed on page 11). Twenty-five applications plus UCS administration fee totaled \$2,149,428 in funding requests. After studying applications, meeting with applicants and deliberating, the DAC developed funding recommendations. This report reflects those recommendations and is organized in two sections: Education, Prevention and Intervention; and, Treatment and Recovery.

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



Applicant	2016 Allocation	2017 Allocation	2018 Request	2018 Recommendation
Blue Valley USD 229	\$59,450	\$57,770	\$55,175	\$55,175
De Soto USD 232	\$24,750	\$22,775	\$21,584	\$21,584
Olathe USD 233	\$49,125	\$43,000	\$59,078	\$59,078
Shawnee Mission USD 512	\$45,000	\$27,000	\$27,000	\$27,000
Spring Hill USD 230	\$23,060	\$23,060	\$22,560	\$22,560
Artists Helping Homeless	\$10,000	\$10,000	\$25,000	\$25,000
Boys and Girls Club	\$10,000	\$10,000	\$15,000	\$15,000
Cornerstones of Care	\$60,000	\$55,000	\$60,000	\$60,000
First Call	\$25,000	\$26,500	\$30,000	\$30,000
Heartland RADAC	\$117,000	\$152,128	\$152,128	\$152,128
JoCo Court Services	\$102,245	\$90,536	\$141,377	\$141,377
JoCo Dept. of Corrections	\$12,410	\$12,410	\$12,300	\$12,300
JoCo District Attorney	\$8,250	\$6,000	\$7,250	\$7,250
JoCo MHC Prevention	\$100,000	\$100,000	\$110,000	\$100,000
SAFEHOME	\$20,706	\$22,386	\$25,570	\$25,570
The Family Conservancy	\$35,550	\$37,000	\$37,000	\$37,000
Subtotal	\$702,546	\$695,565	\$801,022	\$791,022
Friends of Recovery	\$40,000	\$50,000	\$50,000	\$50,000
JoCo MHC Adolescent Center for Tx.	\$253,510	\$253,510	\$253,510	\$253,510
JoCo MHC Adult DeTox Unit	\$268,581	\$268,581	\$278,581	\$268,581
JoCo MHC Dual Diagnosis Adult Outpatient	\$108,885	\$140,000	\$165,000	\$165,000
KidsTLC	\$44,613	\$45,657	\$46,315	\$46,315
KVC Behavioral HealthCare			\$125,000	\$70,000
Lorraine's House			\$30,000	\$16,644
Marillac	\$30,000			
Mirror Inc.	\$132,000	\$176,000	\$176,000	\$176,000
Preferred Family Healthcare	\$102,000	\$102,000	\$125,000	\$125,000
Subtotal	\$979,589	\$1,035,748	\$1,249,406	\$1,171,050
Total	\$1,682,135	\$1,731,313	\$2,050,428	\$1,962,072
UCS Administration Fee	\$98,000	\$99,000	\$99,000	\$99,000
Total allocation/request & UCS Adm.	\$1,780,135	\$1,830,313	\$2,149,428	\$2,061,072

2018 ALCOHOL TAX FUND GRANT RECOMMENDATIONS

Education, Prevention and Intervention

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

School District Programs

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

Blue Valley School District

Request: \$55,175

Recommendation: \$55,175

The DAC recommends Blue Valley School District be awarded \$55,175 to support funding for continuation of Sobriety Support groups led by therapists from outside the district; 15 Building Drug and Alcohol Coordinators and two district coordinators; substitutes during coordinators' meetings; *AlcoholEdu* (an on-line program implemented in all high schools and the Academy); curriculum and assessment tools for *Reconnecting Youth*, and drug assessments of students suspended for drug related offenses. During the 2017-18 school year, the district anticipates serving approximately 13,764 adults and students through ATF supported programs.

De Soto School District

Request: \$21,584

Recommendation: \$21,584

The DAC recommends the De Soto School District be awarded \$21,584 to support implementation of *Too Good for Drugs* (elementary and middle school students), *AlcoholEdu* (high school), and high school prevention clubs. Additionally, ATF funding will support the district's coordinator for substance abuse programming, and professional development training for counselors and social workers. During the 2017-18 school year, the district anticipates serving approximately 10,514 adults/parents and 7,008 youth/students through ATF supported programs.

Olathe School District

Request: \$59,078

Recommendation: \$59,078

The DAC recommends the Olathe School District be awarded \$59,078 to support the implementation of *Second Step* (delivered in middle school), sobriety support groups (high school), student substance abuse assessments, parent education through *Guiding Good Choices* (provided in English and Spanish for parents of students who are identified by school), *AlcoholEdu* (all high schools), and *Life Skills* (delivered in an alternative program for grades 8-

12). During the 2017-18 school year the district anticipates serving approximately 9,400 adults and students through ATF supported programs.

Shawnee Mission School District

Request: \$27,000

Recommendation: \$27,000

The DAC recommends the Shawnee Mission School District be awarded \$27,000 to support implementation of *AlcoholEdu* (all high schools and Horizons). During the 2017-18 school year the district anticipates serving approximately 1,566 students through this ATF supported program.

Spring Hill School District

Request: \$22,560

Recommendation: \$22,560

The DAC recommends the Spring Hill School District be awarded \$22,560 to support four evidence-based programs: *Project Alert* (7th grade), *Al's Pals: Kids Making Health Choices* (kindergarten), *AlcoholEdu* (9th grade), and *Peer Assistance and Leadership* (high school). Funding also includes support of *Students Against Destructive Decisions* (SADD – high school), and the district's Mental Health Social Worker who provides support to students in grades 6-12. During the 2017-18 school year the district anticipates serving 2,320 students through ATF supported programs.

Note: Gardner Edgerton School District did not apply for 2018 ATF support.

Community-based Programs

Artists Helping the Homeless

Request: \$25,000

Recommendation: \$25,000

The DAC recommends Artists Helping the Homeless (AHH) be awarded \$25,000 for implementation of *Be The Change*, a program that helps people who are homeless access services to meet their needs and address underlying conditions of their homelessness. AHH provides transportation and housing, and a continuum of support including coordination of care to homeless adults, most of whom have substance abuse issues. Since its inception in 2010, AHH has helped enroll over 1,000 adults in social detox and treatment programs. Referrals come from hospitals, law enforcement, mental health and aging service providers, agencies which provide substance abuse recovery services, and from other individuals who are homeless. In 2018 Artists Helping the Homeless anticipates serving 200 Johnson County residents.

Boys and Girls Club

Request: \$15,000

Recommendation: \$15,000

The DAC recommends the Boys and Girls Club be awarded \$15,000 for implementation of *SMART Moves (Skill Mastery and Resistance Training)* at the Boys and Girls Club in Olathe. *SMART Moves* teaches Olathe club members (ages 5-18) to recognize and resist media and peer pressure to engage in tobacco/alcohol/drug use, and other risky behavior. The organization

anticipates serving 325 Olathe youth during 2018; target schools are Central Elementary, Oregon Trail Middle School, Washington Elementary, and Olathe North High School.

Cornerstones of Care Request: \$60,000

Recommendation: \$60,000

The DAC recommends that Cornerstones of Care be awarded \$60,000 for the implementation of Functional Family Therapy, an evidence-based in-home family intervention program which addresses a variety of problems facing at-risk youth and their families. In previous years FFT was provided by Gillis Center, one of several organizations which in 2017 merged under the umbrella of Cornerstones of Care. ATF supports FFT for youth who have an identified problem with substance abuse (identified by family or referrals source such as the Juvenile Intake and Assessment Center, Court Services, District Court and the Johnson County Department of Corrections). During 2018 Cornerstones anticipates serving 70 Johnson County youth and families whose problems are related to substance abuse.

First Call Alcohol/Drug Prevention & Recovery

Request: \$30,000

Recommendation: \$30,000

The DAC recommends that First Call be awarded \$30,000 to deliver Family Prevention Services in Johnson County. These services include the following:

- 1) *How to Cope* - This program supports adults (parents/family members) in identifying enabling and co-dependency behaviors, and assists families in abstinence and recovery of their children.
- 2) *Caring for Kids* - Children and youth in the *Caring for Kids* program attend psycho-educational groups which teach them about the effects of substance abuse disorder in the family and help them to develop healthy lifestyles.
- 3) Services within Olathe schools: a sobriety group at Olathe South High School, Life Skills class at Olathe East High School, and Project Choices, Say It Straight at Olathe's North Lindenwood Support Center.
- 4) Life Skills Training at Boys and Girls Club in Olathe
- 5) Educational presentations which target school-aged youth and the general community.

First Call anticipates serving 629 Johnson County residents during 2018.

Heartland Regional Alcohol & Drug Assessment Center (RADAC)

Request: \$152,128

Recommendation: \$152,128

The DAC recommends that Heartland RADAC be awarded \$152,128 to support its recovery coaching, intensive case management and care coordination for Johnson County individuals with co-occurring substance use disorders and mental health issues who are homeless or at-risk of homelessness, and need treatment or treatment-related services. Recovery coaching helps clients engage in the recovery community and is provided in conjunction with case management and care coordination services. The program also purchases services and items needed to secure safe housing, access treatment, promote recovery and eliminate barriers to success. Heartland RADAC's ATF supported services fill a gap in the continuum of services for this population that is otherwise unfunded. During 2018 Heartland RADAC anticipates serving 129 Johnson County clients.

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

Request: \$141,377

Recommendation: \$141,377

The DAC recommends that Johnson County Court Services be awarded \$141,377 to support the salary and benefits for two Court Service Officers who supervise clients in the Juvenile Drug Court, the Minor-In-Possession (MIP) program, and other clients who receive drug/alcohol contracts. The Juvenile Drug Court targets first-time offenders applying for diversion who present with serious drug and/or alcohol issues. The MIP program is a non-Court resolution of a police report when a juvenile has been in possession of alcohol. Both programs increase youths' motivation to remain drug/alcohol free. Recidivism rates for juveniles who complete the Drug Court program are considerably lower than juvenile offenders who do not complete the program. The other juvenile cases with drug/alcohol contracts are those that do not reach the higher level of drug court, nor the lower level of MIP. During 2018, Court Services anticipates serving 629 Johnson County youth in these programs.

The Johnson County Department of Corrections

Request: \$12,300

Recommendation: \$12,300

The DAC recommends the Department of Corrections be awarded \$12,300 to support the Voucher Assistance program which supports substance use disorder evaluations and treatment for adult offenders who face financial barriers to obtaining those services. Voucher assistance will be provided to adults in the Adult Residential Center (ARC), adults who are under Intensive Supervision, and adults on House Arrest or Bond Supervision. Evaluation and treatment services will be provided by Court approved providers and providers who are working under contract at the Adult Residential Center. Corrections anticipates serving 55 Johnson County clients during 2018.

Johnson County District Attorney

Request: \$7,250

Recommendation: \$7,250

The DAC recommends the Johnson County District Attorney be awarded \$7,250 for the *Changing Lives Through Literature program (CLTL)*. This alternative intervention program targets moderate risk criminal defendants. The majority of participants are referred by Adult Diversion, and for those clients a criminal conviction is likely averted with completion of *CLTL* and meeting other diversion conditions. The program uses literature to impact the lives of clients through reading and group discussion. The program is free of charge and offered outside of traditional work hours. *CLTL* defendant participants, judges, and probation officers read literature and participate in facilitated discussion which helps to promote behavioral change. Some of the reading material used during the program relates to drug and alcohol addiction and abuse. Components of *Moral Reconnection Therapy* are incorporated into the program to help address criminal thinking. The District Attorney anticipates serving 30 Johnson County participants during 2018.

Johnson County Mental Health Center, Prevention Services

Request: \$110,000

Recommendation: \$100,000

The DAC recommends Prevention Services be awarded \$100,000 to support staff (1.5 FTE) who provide prevention services in three areas: youth mobilization, education/training, and community engagement; and, other expenses associated with the Youth Leadership Summit and Strengthening Families, as well as supplies, consumables and mileage. Prevention Services provides training and technical assistance to cohorts of Strengthening Families, an evidence-based prevention program for parents and children (ages 3-16) in higher risk families. During the annual Youth Leadership Summit middle school and high school student leaders are trained on effective prevention strategies and action planning for implementation of those strategies. Action plans created at the Summit focus on adolescent problem behaviors prioritized by each school. During 2018 Prevention Services anticipates serving 3,560 Johnson County residents.

SAFEHOME

Request: \$25,570

Recommendation: \$25,570

The DAC recommends SAFEHOME be awarded \$25,570 to continue its substance abuse assessment and referral program. This program includes an onsite substance abuse screening of every new resident in this domestic violence shelter. If applicable, there is an in-depth substance abuse interview. Assessment are provided as needed by Heartland Regional Alcohol and Assessment Center. SAFEHOME makes referrals to intervention and treatment programs, along with help making connections to services. ATF dollars also support assistance to clients (such as transportation vouchers for travel to treatment), drug testing and bio waste disposal, and professional conferences/training. The organization anticipates serving 94 Johnson County participants during 2018.

The Family Conservancy

Request: \$37,000

Recommendation: \$37,000

The DAC recommends the Family Conservancy be awarded \$37,000 to implement *Conscious Discipline* programming in Johnson County childcare centers that serve families at or below the Federal Poverty Level, and for substance abuse screening and education for all Johnson County clients served by Family Conservancy's counseling programs. *Conscious Discipline* is an evidence-based self-regulation program that integrates social-emotional learning and discipline, fostering healthy development to prevent future risk of substance abuse. During 2018 the agency anticipates serving 470 Johnson County residents.

Treatment and Recovery

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

Friends of Recovery Association

Request: \$50,000

Recommendation: \$50,000

The DAC recommends that Friends of Recovery (FORA) be awarded \$50,000 to provide case management (education, mediation, mentorship, crisis intervention and advocacy) for individuals living in Oxford Houses, and for costs such as office space, printing, audit and supplies. Oxford Houses serve individuals who often have limited resources, and are seeking a supportive environment within which to recover from substance abuse. Friends of Recovery operates 36 Oxford Houses in Johnson County. During 2018 FORA anticipates serving approximately 374 Johnson County participants.

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

Request: \$253,510

Recommendation: \$253,510

The DAC recommends that the Johnson County Mental Health Center's Adolescent Center for Treatment be awarded \$253,510 to deliver an adolescent residential treatment program for youth ages 12-18. This 30-bed facility is the only specialized youth residential program for treatment of substance use disorders in the state of Kansas. The majority of residential patients are court-ordered. Clinicians use Mapping-Enhanced Counseling and *Thinking For Change*. ACT offers a sliding fee scale to ensure that no clients are turned away due to financial reasons. During 2018 ACT anticipates serving 57 Johnson County youth.

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

Request: \$278,581

Recommendation: \$268,581

The DAC recommends that the Johnson County Mental Health Center's Adult Detoxification Unit be awarded \$268,581 to provide a social detoxification center delivered at no cost to adult Kansas residents 24 hours a day, seven days a week. Admissions primarily come through hospitals and law enforcement. The ADU is the only social detoxification program located in Johnson County and is a cost-effective alternative to hospital emergency rooms or incarceration. During 2018 the Mental Health Center ADU anticipates serving 433 clients from Johnson County.

Johnson County Mental Health Center, Dual Diagnosis Adult Outpatient Program

Request: \$165,000

Recommendation: 165,000

The DAC recommends that the Johnson County Mental Health Center's Dual Diagnosis Adult Outpatient Program be awarded \$165,000 to offer integrated outpatient treatment to adults who have co-occurring substance use disorders and mental health disorders, and to provide

Medication Assisted Treatment (MAT) on a limited basis for clients with Opioid Use Disorder and/or Alcohol Use Disorders who are appropriate for this treatment, but with no means to pay for it. The dual-diagnosis program uses a sliding fee scale to assure access for low-income residents. No one is turned away for inability to pay fees. In 2018, 514 Johnson County residents are anticipated to be served through the Dual Diagnosis program.

KidsTLC

Request: \$46,315

Recommendation: \$46,315

KidsTLC is licensed by the State of Kansas as a Psychiatric Residential Treatment Facility (PRTF). The DAC recommends that KidsTLC be awarded \$46,315 to support substance abuse screening/assessment, evaluation, prevention/education, and clinical treatment for youth ages 12-18 who reside within the agency's PRTF. Clinical treatment is provided to youth who are dually diagnosed with substance use disorder and mental health issues. The evidence-based *Seeking Safety* curriculum is utilized in treatment. Biofeedback, Eye Movement Desensitization and Reprocessing (EMDR), and Dyadic Developmental Psychotherapy (DDP) are also used when appropriate to enhance treatment. Relapse prevention sessions are provided to PRTF residents who are in recovery or were recently in treatment. Prevention education, which utilizes the evidence based program *Positive Action*, is provided to all youth in the PRTF. During 2018 the agency projects serving 49 Johnson County youth.

KVC Behavioral HealthCare

Request: \$125,000

Recommendation: \$70,000

The DAC recommends KVC Behavioral HealthCare be awarded \$70,000 for Family Substance Abuse Recovery Services. This new pilot program will serve Johnson County families who have had children removed from their home (e.g. children are in foster care) and have been assessed by KVC case managers, or are referred by Kansas Department of Children and Families (DCF). During the family assessment, family members will be screened using UNCOPE. If there is indication of substance abuse, there will be a referral to KVC's Licensed Addiction Counselor (LAC) for the KS Client Placement Criteria (KCPC) to be administered. If need for treatment is determined as result of the KCPC, KVC will provide outpatient in-home treatment for families willing to participate. Other options include referring families to local support groups, and in-patient therapy. During 2018 KVC anticipates serving 100 Johnson County adults.

Lorraine's House

Request: \$30,000

Recommendation: \$16,644

The DAC recommends Lorraine's House be awarded \$16,644. Founded in 2016 by Lucy Brown, LAC, CADC III, CIP, CDWF with Avenues to Recovery, Lorraine's House is a structured transitional living program for women recovering from addiction. The target population is women who are transitioning from residential treatment, incarceration, unhealthy living environments or detox. Residents are expected to follow house rules, pay rent, be employed (or actively seeking employment), remain abstinent, and participate in recovery oriented groups. Referral sources include Heartland Regional Alcohol and Drug Assessment Center, Johnson County Mental Health Detox, Preferred Family Healthcare, Connect KC, and former residents. During 2018 Lorraine's House anticipates serving 30 Johnson County residents.

Mirror, Inc.

Request: \$176,000

Recommendation: \$176,000

The DAC recommends that Mirror be awarded \$176,000 to support its residential treatment component for clients with co-occurring disorders (co-occurring disorder of substance use disorder and mental health disorder). Mirror is a statewide organization which provides residential addiction services in three communities, and has provided substance abuse services in Johnson County for 19 years. Located in Shawnee, this program addresses the needs of clients who fall below 200 percent of poverty and cannot access services in a timely manner due to limited state block grant funding. Mirror's 34-bed facility is the only residential program located in Johnson County that serves this population. During 2018, with its ATF grant, Mirror anticipates serving 66 Johnson County residents who have co-occurring disorders.

Preferred Family Healthcare, Inc.

Request: \$125,000

Recommendation: \$125,000

The DAC recommends that Preferred Family Healthcare (PFH) be awarded \$125,000 to support the delivery of outpatient substance abuse treatment and treatment for co-occurring disorders of substance abuse and mental health disorders to Johnson County residents with limited or no resources to pay for services (e.g. uninsured, indigent and low-income residents). Treatment interventions include Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy and Somatic Experiencing. Preferred Family Healthcare is a Johnson County Court approved provider for substance abuse services. The lowest fee on PFH's sliding fee scale is \$5/session, however, with approval of the clinical supervisor, individuals with extenuating circumstances who are unable to pay the fee based upon the sliding scale, are not assessed any fees, with the exception of drug/alcohol testing. ATF support in 2018 is contingent upon Preferred Family Healthcare maintaining this fee policy, and continuing to be a court approved provider. During 2018 Preferred Family Healthcare projects serving 1,041 Johnson County residents.

**2018 Alcohol Tax Fund
Participating Jurisdictions**

Jurisdiction	Amount
Johnson County Government	\$131,872
City of Gardner	\$19,200
City of Leawood	\$325,000
City of Lenexa	\$130,000
City of Merriam	\$22,000
City of Mission	\$30,000
City of Olathe	\$215,000
City of Overland Park*	\$1,065,000
City of Prairie Village	\$40,000
City of Shawnee	\$83,000
Total Alcohol Tax Fund	\$2,061,072

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

APPENDIX A
DRUG & ALCOHOLISM COUNCIL of JOHNSON COUNTY FUNDING PRIORITIES

ATF Funding Priorities 2018

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

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

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

- Education and Prevention programs are designed to provide information and skill building to prevent problems with, or addiction to, alcohol and/or drugs.
- Intervention programs are designed to interrupt alcohol and/or drug use.
- Substance Abuse Treatment programs are licensed by the State of Kansas to provide substance abuse treatment services, and are designed to assist clients with stopping use of alcohol and drugs and avoiding relapse.

Overall priority is given to:

1. Programs that offer affordable and accessible services to underserved individuals and/or populations at-risk (such as those with low incomes; those involved, or at-risk of involvement, in the child welfare or criminal justice systems).
2. Programs that provide services to meet a current community need (defined through indicator data or Communities That Care survey trends).
3. Programs that address barriers to services such as accessibility, language, culture, and homelessness.
4. Programs that demonstrate an awareness of the role of trauma in prevention and treatment of substance use.
5. Programs that utilize evidence-based programs or promising practices; include quality assurance practices to maintain fidelity; and, use measureable outcome information to improve service delivery.
6. Strategies and services that involve families, parents, guardians, and/or other support systems.

Priority for Education and Prevention Programs include:

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

Priority for Treatment and Intervention Programs include:

1. Programs that provide effective treatment strategies for individuals with co-occurring substance use and mental health disorders.
2. Programs that serve targeted populations with early intervention strategies.
3. Programs that collaborate with other organizations, the legal system, and/or community-based recovery services during and after treatment in order to sustain treatment and recovery, and provide linkage to community supports.

Applications are evaluated according to these criteria:

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

APPENDIX B

2017 DRUG and ALCOHOLISM COUNCIL of JOHNSON COUNTY

*Ryan Erker, Chair, Erker Law **

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

*Jessica Hembree, Secretary, Health Care Foundation of Greater Kansas City**

*Marcy Knight, Immediate Past-Chair, Attorney, City of Shawnee Representative**

*Wendy Biggs, M.D., University of Kansas Medical Center, Grant Review Committee Chair **

*Nikki Green, Shawnee Mission Medical Center, Grant Review Committee Chair **

*Major David Brown, Lenexa Police Department, City of Lenexa Representative, Grant Review
Committee Co-Chair**

*Cathy Lawless, Community Volunteer, City of Leawood Representative, Grant Review
Committee Co-Chair**

*Captain Troy Duvanel, Merriam Police Department, City of Merriam Representative**

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

Robert Kordalski, Jr., De Soto School District ♦

*Emily Meissen-Sebelius, Children's Mercy Hospital, City of Prairie Village Representative**

*Jaime Murphy, Overland Park Municipal Court, City of Overland Park Representative**

*Liana Riesinger, Francis Family Foundation, City of Mission Representative**

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

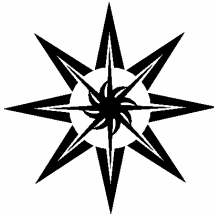
Robert Sullivan, Johnson County Manager's Office ♦

*Jill Vincente, City of Olathe Prosecutor's Office, City of Olathe Representative**

* Denotes 2018 ATF Grant Review Committee member

♦ Denotes Non-Voting Ex-Officio member

Staff Support:
Marya Schott, UCS Community Initiatives Director



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 4, 2017

DISCUSSION RELATED TO THE PRAIRIE BAPTIST REQUEST TO REPAIR THE FAILED SLOPE ADJACENT TO THEIR PARKING LOT AND NEXT TO BRUSH CREEK

RECOMMENDATION

Staff recommends a motion to accept the results of the Public Works Study which determined that the slope failure adjacent to the Prairie Baptist parking lot is a property owner maintenance issue and not a responsibility of the City.

BACKGROUND

In 2013 the slope adjacent to the Prairie Baptist parking lot and next to Brush Creek experienced a slope failure. The earthen slope and part of the asphalt parking lot failed and slid down the slope. Prairie Baptist members addressed council in 2016 and council requested further analysis by Public Works.

That analysis ended in the attached study. At that time, Quinn Bennion updated council on the findings of the report and the report was distributed to council members. The result of that study was that the slope failure was a property owner maintenance issue. Public Works welcomed further discussion if Prairie Baptist had specific concerns with the study. We encouraged their engineers review the study and, to date, further detailed discussions about the report have not taken place. Prairie Baptist members do not agree with the results of the Public Works Study and have requested to discuss the issue again with the City Council.

Based on the attached study and the discussion at this meeting we ask council to pass the above motion related to this issue.

FUNDING SOURCE

N/A

ATTACHMENTS

Public Works Study (Updated 11-9-2017)

PREPARED BY

Keith Bredehoeft, Public Works Director

November 29, 2017

75th and Roe | Prairie Baptist Church

updated 11-9-2017

Governing Body Request

The Governing Body has directed Public Works to determine if the City has responsibility for the repairs needed to stabilize the slope immediately adjacent to the parking lot at Prairie Baptist Church (PBC). This slope experienced a slide in 2013 in the area just north of the drive.

The position of the City has been that this occurred on private property and is the maintenance responsibility of the property owner.

Review

Prairie Baptist Church asked for this review of their property and possible City responsibility because they had questions regarding issues that could have contributed to the slide in 2013.

Plans were gathered from various sources and are listed individually in *PLANS REVIEWED*:

- PBC
- Codes
- Public Works

Review of the plans in sequential order provided information regarding the development of the property, construction improvements to the creek bed and improvements at the roadway.

1961	Survey with existing contours in the area of west parking lot and drive.
1991	Certificate of Survey from Church Renovation for complete property.
1997	Creek improvements show survey data in the slide area.
2016	Survey of complete property showing post slide condition.

The survey from 1961 plotted the pre-parking lot contour lines with the embankment along the creek (parking lot) ranging from 8:1 to 5.8:1. In the area of the slide, there are limited contours.

The 1991 Certificate of Survey submitted by PBC to the City for proposed renovations (related to the structure) show the slope in the vicinity of slide was constructed at an embankment in excess of 1:1. It confirms that the constructed embankments on the west parking lot increased the natural embankment from 5.8:1 to the existing condition of 1.5:1.

The 1997 survey for creek improvements verify the data shown on the 1991 survey.

Spot checking depths of fill from the existing 1961 contours to the 1991 survey, there is a range of 3'-8' of fill placed to construct the parking lot. The Terracon report confirms that clay fills consistent with this depth range were placed at the parking lot to bring it to the desired grade. This construction created embankments ranging from 3:1 to greater than 1:1

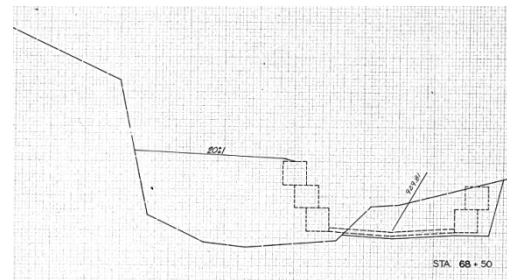
In consulting with two geotechnical doctorates, one indicated that this embankment is beyond the conventional stable slope for clay fill. Clay embankment in excess of 1:1 can only be considered stable for short time periods without stabilization methods.

The other indicated that embankments over 3:1 would require mechanical stabilization, i.e. stabilization of the slope other than vegetation. Rip rap is not a viable solution on an embankments of this rate without benching. Geotechnical engineering is required for proper slope stabilization methods that do not overload the embankment.

(Update 11-9-2017) During my search last year I was unable to locate the plans from a project in 1978 that addressed erosion throughout the length of the natural channel from east of Roe to Nall by constructing a concrete floor and installing gabion sidewalls.

Review of the cross sections and plan view indicate that in the drainage easement abutting the church property (Station 66+00 to 72+50) , the floor of the channel was raised between 1' and approximately 3'. The channel was also realigned as part of this project. On the western side of the drainage easement abutting the church property (Station 70+00 to 72+50) the channel was aligned in its natural bed. On the eastern side of the drainage easement abutting the church property (Station 66+00 to Station 70+00) the channel was realigned to the north.

In the area of concern, the channel was pushed to the north, away from the church property approximately 15'. In order to realign the channel, the project utilized fill behind the gabions. This fill was placed at a 20:1. An example is shown to the right.



At Station 68+07 there was a concrete flume prior to the project. The project incorporated a pipe that tied into the new walls. This is not on a permanent easement, but a temporary construction easement where the structure and its maintenance revert to the property owner. The area of the slide is approximately 40-50 feet west of the this construction.

Locating these plans confirms our common knowledge of the previous project. The information in the plans also confirms the position that the parking lot was constructed prior to this project developing the extremely steep slopes (steeper than a 1:1) to the channel that cannot be sustained over time.

Summary

The position of the Public Works Department remains that this is a private property maintenance issue. The maintainable embankments of 5.8:1 and 8:1 were eliminated by the development of the parking lots and the maintenance of the steeper embankments constructed by the property owner in their place is the responsibility of the property owner.

It is our recommendation that the embankments along the property in excess of conventional standards be reviewed by a professional geotechnical engineer as fracture lines on both east and west parking lots could be indicative of future stability issues.

The Public Works Department has in the past offered to reconstruct the driveway for PBC in order to have a gutter along the driveway to maintain stormwater in the street. The reconstruction would

address both the ramps at the driveway and accessibility across the driveway. This offer is still available to PBC and would be part of the 2017 Concrete Program.

(Update 11-9-2017) The driveway was reconstructed for Prairie Baptist Church as discussed in this memo.

The Public Works Department would like to extend their thanks to Prairie Baptist Church for their time, information during the field visit, the plans and reports provided for review during this process.

Plans Reviewed

May 1961	Proposed parking lot contours (provided by PBC)
Dec 1961	Certificate of Survey for property for Church Building / Parking Lot project (provided by PBC)
1968	Intersection Improvements 75th Street and Roe Avenue (PBC and City)
1978	75th Street Reconstruction, Nall Avenue to Mission Road (PVPW)
1978	<i>Brush Creek Project 11-13 (updated 11-9-2017)</i>
1991	Certificate of Survey for property for Church Building Renovations (PV Codes)
1997	1997 Storm Drainage Improvements: Brush Creek - Nall Avenue to Roe Avenue (PVPW)
2007	2007 CARS Program 75th Street Mission Road to Nall Avenue (PVPW)
2011	Drainage Permit submitted by PBC for minor parking lot renovations (PVPW)
2016	Survey of Property (provided by PBC)
2016	Terracon Report (provided by PBC) <i>(Update 11-9-2017) Page 4 of this report states that "the concrete lined creek channel was developed to confine the lateral extent of creek flow, possibly to provide additional area for development. It is probable that after the vertical walls were backfilled additional fill was placed to develop the slopes above the channel wall." The 1978 plans clearly show that the concrete lined creek channel was constructed to confine the lateral extent of creek flow. However, the development of the church parking lot had already occurred in the 1960's and that construction developed the slopes above the channel wall.</i>

MAYOR'S ANNOUNCEMENTS
December 4, 2017

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	12/05/2017	6:30 p.m.
Planning Commission	12/05/2017	7:00 p.m.
Council Committee of the Whole	12/18/2017	6:00 p.m.
City Council	12/18/2017	7:30 p.m.

=====
The Prairie Village Arts Council is pleased to feature the work of Mid America Pastel Society in the R.G. Endres Gallery during the month of December. The artist reception will be held at 6:30 p.m. on Friday, December 8th.

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

INFORMATIONAL ITEMS
December 4, 2017

1. Council Committee of the Whole - November 6, 2017
2. Planning Commission Agenda - December 5, 2017
3. Planning Commission Minutes - October 3, 2017
4. Board of Zoning Appeals Agenda - December 5, 2017
5. Board of Zoning Appeals Minutes - September 12, 2017
6. Park & Recreation Minutes - October 11, 2017
7. PV Arts Council - October 11, 2017
8. Third Quarter Crime Statistics
9. CFD2 Update
10. Monthly Plan of Action
11. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
November 6, 2017

The Council Committee of the Whole met on Monday, November 6, 2017 at 6:05 p.m. in the Council Chambers. The meeting was called to order by Council President Jori Nelson with the following members present: Mayor Laura Wassmer, Chad Herring, Serena Schermoly, Steve Noll, Eric Mikkelson, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft; Public Works Director; Melissa Prenger, Senior Project Manager; Katie Logan, City Attorney; Wes Jordan, City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk. Teen Council members present: Jack Mikkelson and David Long.

Discussion of Environmental/Recycling Committee's Preliminary List of Recommendations to Reduce Carbon Emissions

Penny Mahon, with the Prairie Village Environmental Committee, addressed the Council with the findings and recommendations of the committee. She provided a brief history of climate change. She stated that climate change is not a belief, it is an observation. This year's environment forum put on by the Environment Committee focused on Climate Change with Tom Jacobs from MARC speaking. The direction at this point of time is to address "climate resiliency." We need to adapt to the new reality that is here.

Ms Mahon shared local climate projections supporting the ongoing change. Average annual precipitation in our area between 1976-2015 was 38.8", from 2021 to 2060 it is projected to be 40.2" and the 2061 to 2100 projection is 44.6". Average annual temperature between 1976 and 2015 was 56.5 degrees. From 2021 to 2060 it is projected to increase to 60.3 degrees and from 2061 to 2100 to 64.4 degrees.

It is projected that the number of days with the Kansas City area temperature exceeding 105 degrees will increase from the current .07 days to 5 days by 2060 and to 21.9 days by 2100. The cost for cooling buildings is projected to double, while the demand for heating will decline by 27%.

Recent and projected annual increases are substantial, with concentrated seasonal rainfall during extreme events in both spring and fall. The number of days with more than 1.5 inches of precipitation will increase from the current 5" to 9.3" by 2100. The maximum number of consecutive dry days will increase from the current 30 to 39.5 days per year in 2100.

Ms Mahon reported that Kansas City ranks 5th among the cities to be most impacted seeing more days above 90 degrees than its rural counterparts. From 2003 to 2009 impervious area in Kansas City increased an average of 3.9%. And, it is also expected there will be fewer cold snaps, with ice and snow melting sooner in the spring and arriving later in the fall. Heavy rains will occur twice as frequently as a century ago with increased risk of flooding. The urban heat island effect will cause KC to be warmer than the rural Midwest. There will be an increased demand for summer cooling. Heat waves will become more frequent with summer overnight lows becoming hotter.

The Environmental Committee has developed the following recommended actions to be taken by the city stressing the top four recommendations:

- Revisions to Ordinances to address solar energy, composting, tear downs, high R-value materials
- Changes to City Fleets adding battery-electric hybrids, Electric Vehicle Charging Stations
- Conservation messages such as reflective roofing and pervious pavements
- Walk and bike friendliness

Ms Mahon was pleased to note that some of these are already being pursued such as proposed changes addressing solar energy and tear-downs, potential installation of electric vehicle charging stations within Prairie Village, reflective roofing proposed for City Hall and the Bike/Pedestrian Trail plan.

Other potential recommendations include:

- Hydration stations
- Tree planting
- Recycling assistance for business
- Alternative energy for pool complex
- Alternative to chlorine at pool
- Mass transit on Mission Road
- Cisterns for irrigation water capture in municipal complex

Ms Mahon stated that although President Trump has withdrawn the United States from the Paris Climate Control Agreement, cities can adopt the agreement. 125 cities in nine states have done so including the area cities of Lawrence, Kansas City, Missouri, Columbia and St. Louis. Businesses and Colleges and Universities have also independently signed the Paris Climate Control Agreement. She noted a sample resolution is available on the website.

Ms Mahon stated the Environment/Recycle Committee is taking on as its responsibility to educate the public on what they can do to eliminate green house gases.

Jori Nelson thanked the committee for their research and presentation.

Wes Jordan stated that he was contacted by Cindy Circo with KCP&L last week and advised that there were some remaining charging stations that could be allocated for Prairie Village and encumbered in their 2017 budget. The number of stations is not known and the installation would be free. After 2017, they would no longer be "free". He stated he expressed to her some council member's concerns regarding their placement and was advised that they could be placed in public places if given permission. He then called Michele at First Washington and learned that they had been discussing this topic and would be interested in partnering further on this endeavor. KCP&L would like a formal motion from the Council committing to ongoing discussions with KCP&L and private partners regarding location. Mr. Jordan noted that this is #36 on the Council

priority listing and would need to be moved up as immediate action is needed to reserve the charging stations.

Terrence Gallagher asked if placement in Meadowbrook would be a possible placement for a charging station reserved in the city's name if the Park District agrees. Mr. Jordan felt that would be possible, but noted that he does not know how many charging stations are available. They are nearing the end of their inventory. He feels the next step for the city if interested is to look into what areas would be beneficial for our community.

Eric Mikkelson noted this has been discussed several times and he feels this is something that the residents want. He is strongly in favor of moving forward, especially as presented. He feels that the residents would be appreciative and that down the road will be demanding these services. He noted that GM has stated that they are going to phase out production of gas powered vehicles. He would like Prairie Village to be in the forefront of this movement as it is one of the most effective ways to reduce climate change.

Mr. Mikkelson thanked Penny Mahon and the committee for her presentation. He noted the knowledge and expertise in this committee and hopes that the committee would continue to advise the council on actions that can be taken.

Sheila asked if it was one station that the city was committing to. Mr. Jordan replied he did not know how many, but it was plural and the disbursement in the community has some flexibility. They are seeking a commitment of serious interest.

Courtney McFadden stated that she is supportive of moving forward with the electric charging stations. She asked for more information on green house gases and what would be involved and the potential costs. Ms. Mahon replied they had not investigated this. They stated that Johnson County has moved forward on this. They believe it can be done in stages. Since there is no industry in Prairie Village she would not expect it to be a major undertaking.

Andrew Wang confirmed that the city has to be involved in the placement of electric vehicle charging stations even if they are going to be installed on private property. Mr. Jordan stated that initially the city is serving as a conduit, but that he felt down the road city involvement would not be needed. Mayor Wassmer stated the city is serving as a facilitator - introducing the right people to the appropriate people to get action. Mr. Jordan stated that the only private contact he has made is with First Washington.

Mr. Wang stated he doesn't see the logic in placing these on any municipal properties. He asked if the city would be paying for the electricity or having it paid for by the users. Mr. Jordan stated that it could be done either way. Mayor Wassmer stated that her understanding that these stations are operated with a credit card and the user paying and the city's role is one of facilitation and does not necessarily involve having a station on city property. She is very supportive of moving forward with this.

Mayor Wassmer noted that Mayor Shaffer had previously signed a climate accord agreement and with no further action taken by the City she would expect that the City is still a participant. Ms. Mahon stated that she believed the city was still participating;

however, she noted the agreement called for the reduction of pollution emissions by 7% by 2012. In the years since 2012 the issue has continued and there is currently a new agreement that is stronger than the original agreement.

Eric Mikkelson feels it would be a good action to reaffirm and recommit to the goals of the agreement. He noted the recent extreme weather events. A group of 13 federal agencies came out with a report on climate control saying that climate change is real and is caused by humans and excess carbon emissions. These events have cost the federal government over 350 billion dollars over the past two years.

He supports locating charging stations on private property but disagreed with Mr. Wang as he feels that some public locations should be included in the potential locations for the electric charging vehicle. With the improved technology the charging time for vehicles is no longer hours, but 30 minutes and that time is continuing to go down. He stated the action being taken this evening does not commit the city to any specific locations for the charging stations.

Chad Herring feels that the time is right for this action and that in the future there will be more electric vehicles and would like to see the city on the forefront. Mr. Herring noted that the four recommended actions have fairly direct impact on Public Works and public safety and asked if the committee received any input from city staff on the recommendations. Ms Mahon stated the recommendations have not been shared with Public Works but noted past conversations with them on recycling and pesticides in the parks and would expect that interaction to continue.

Terrence Gallagher noted that last month tree board planted 17 trees as part of their annual tree planting program and plan to continue this effort. The city is on the same page and moving toward embracing these environmental challenges.

Jori Nelson made the following motion, which was seconded by Terrence Gallagher and passed by a vote of 10 to 1 with Mr. Wang voting in opposition and Mr. Odell abstaining due to a professional conflict of interest.

**MOVE THAT STAFF COORDINATE WITH KCP&L TO ACQUIRE
AVAILABLE CHARGING STATION(S) AND WORK FOR THE
PLACEMENT IN THE MOST BENEFICIAL LOCATIONS IN BOTH
THE PUBLIC/PRIVATE SECTOR.**

**COUNCIL ACTION TAKEN
11/6/2017**

Courtney McFadden asked what follow-up was needed on the Mayor's Climate Control Resolution. Mayor Wassmer responded that she feels more research is needed specifically as to what the resolution commits the city to do and the costs involved. She asked the committee if they would be willing to do more research on this and report back to the council. Ms Mahon stated the committee would do so. Mr. Mikkelson asked when the committee would be reporting back. Mayor Wassmer advised the committee to communicate with Mr. Jordan when they have more information to report back. Mr. Jordan also noted there could be potential changes made to the zoning regulations relative to solar energy. MARC is also very involved in solar initiatives.

Sheila Myers stated she would like to see a road map, step by step how the city can come into compliance and what resources or actions were needed. Brooke Morehead asked about the city's geothermal system. Mr. Bredehoeft responded that a building assessment of the HVAC system and geothermal was previously recommended. Mrs. Morehead asked what the cost was. Mr. Wang stated he thought it was about a million dollars, but noted that some grant funds were used and that the HVAC systems needed to be replaced. Mrs. Morehead asked when the implementation of the new system was expected to pay for itself in energy cost savings. Mr. Bredehoeft replied that he did not know, but could get that information for the Council.

Eric Mikkelson asked Chief Schwartzkopf and Mr. Bredehoeft to consider buying hybrid/electric vehicles. Mr. Bredehoeft stated that they could consider that action if desired by the council.

COU2017-45 Consider approval of the Design Engineering Agreement with Affinis Corp for the design of the 2018 CARS Projects

Melissa Prenger thanked Council Members Serena Schermoly and Steve Noll for their participation in the review of the nine proposals received from firms interested in providing engineering services to Prairie Village for the next three years and conducting interviews with the four top firms: Trekk Design Group, Phelps Engineering, BHC Rhodes and Affinis Corporation. Based on their original proposals and the interviews the selection committee chose Affinis Corporation to be the City's Construction Administration Consultant for 2018-2020. Affinis Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Serena Schermoly, Steve Noll, Alley Williams, and Melissa Prenger.

The agreement before the Council is for the design of the 2018 CARS Projects. Mission Road Rehabilitation Project from 85th Street to 95th Street. This would be a joint project with the City of Leawood. The project will complete the rehabilitation of Mission Road within the City limits.

The Roe Avenue Rehabilitation Project from 67th Street to 75th Street Project ties in to the north boundary of the 2015 CARS project and addresses one mile of Roe Avenue. The northern ½ mile of this roadway section will require closure and new asphalt base throughout. The southern ½ mile of the project is a traditional mill and overlay project with curb replacement and sidewalk repair.

Mrs. Prenger noted that funding for the design of this project is \$150,000.00 and is included in the CIP budget. The agreement is written in the amount of \$106,865.

Dan Runion asked if the city was constructing something that would be destroyed by heavy construction traffic from the Mission Chateau project. Mrs. Prenger replied that as a major street going through the City, it is a priority to keep this street in good condition. Additional deterioration would occur if the street project were delayed, so yes, the city is proposing to redo a section of Mission Road that will immediately be impacted by heavy construction vehicles. This occurs throughout the City with redevelopment occurring. Keith Bredehoeft added that most of the large construction of major buildings and streets would be completed by the time this project would be constructed. Mr. Runion noted that he is hearing similar concerns expressed by residents with the current Mission Road construction in front of Mission Chateau.

Eric Mikkelson made the following motion, which was seconded by Sheila Myers and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO
EXECUTE THE DESIGN AGREEMENT WITH AFFINIS CORP
FOR THE DESIGN OF THE 2018 CARS PROJECTS:
MISSION ROAD, 85TH STREET TO 95TH STREET AND ROE
AVENUE, 67TH STREET TO 75TH STREET
COUNCIL ACTION TAKEN
11/06/2017**

COU2017-46 Consider approval of the Engineering Agreement with BHC Rhodes for Stormwater Professional Services

Melissa Prenger stated that the City also received nine proposals from firms wanting to provide engineering services for Prairie Village conducting Stormwater Study Review for both Commercial Development projects and the drainage studies associated with Home Rebuilds. The selection committee consisting of Serena Schermoly, Steve Noll, Alley Williams, and Melissa Prenger reviewed the nine proposals and selected the following three firms to interview: Trekk Design Group, Phelps Engineering, and BHC Rhodes. Based on their original proposals and the interviews the selection committee chose BHC Rhodes to be the City's Stormwater Consultant for 2018.

Mrs. Prenger explained that the agreement amount of \$108,000 is an estimated amount based on the hours required for staff, in the past year, to complete the drainage permits associated with the home rebuilds in Prairie Village. The City currently has 56 active permits (issued between 2016 and 2017) requiring stormwater studies, biweekly inspections required under the state permit for erosion, and final inspections confirming compliance with the study/grading plan. The responsibility for this has been with the Senior Project Manager for the review and approval of the stormwater studies, including comments and addressing required corrections to the studies, assistance in biweekly inspections and rain event inspection and final grade inspections. The Right of Way and Drainage Inspectors have conducted the initial inspection of the property documenting the existing condition prior to construction, biweekly inspections as required by the state permit, rain event inspections as required by the state permit and final grade inspection for compliance with the drainage study and grading plan.

The number of permits has increased and the volume of workload generated by these permits is now beyond current staffing abilities. In 2011, there were 40 permits issued with 6 of those for home rebuilds or new homes. In 2017, there have been 117 permits issued with 43 of those for home rebuilds or new homes to date. The volume of work multiplied by 7 times for the home rebuilds and the time spent in review/inspections related to rebuilds totals eight hours for each permit.

Mrs. Prenger stated that there is funding available in the 2017 CIP drainage program to transfer to the drainage operating account to cover this cost. Eric Mikkelson asked if any SMAC funding was available for this work. Mrs. Prenger replied it does not meet the criteria for SMAC funding. Dan Runion asked if the costs were covered by the cost of the permit. Mrs. Prenger replied they are not at this time.

Mr. Runion stated that he is struggling with the fact that costs directly traceable to someone building a home are not reflected in permit fees. He does not feel the fee necessarily has to cover the entire amount of the costs, but the current amount seems to be minimal and he would like to see that reviewed and potentially changed.

Mayor Wassmer asked what other cities charged. Mr. Bredehoeft replied he did not know and added that the current permit fee was established based on small drainage projects which have a significantly different impact on staff than tear down/rebuilds in regard to the amount of time required and inspections performed.

Jori Nelson confirmed that the agreement is for a one year period.

Andrew Wang asked why the data collection began with 2011. Mrs. Prenger replied that she remembers the former inspector saying that he only had four or five a year to perform the year he retired. She does not see this increase in teardown/rebuilds changing. This is a stop gap solution to address an immediate need. She stated that in 2014, she did the necessary reviews to approve a permit in three to four days. Now it is taking two to three weeks to complete the review of a permit application. Mr. Bredehoeft noted that these requests are coming from all sizes of lots throughout the city.

Eric Mikkelson stated he sees that this is an urgent need; however, he agrees with Mr. Runion that the fee needs to be reviewed to recoup some of the costs being incurred by the city. This is a reoccurring challenge that the city needs to address and manage.

Terrence Gallagher noted that current code allows homes to have 30% lot coverage. The city needs to find a way to protect surrounding residential properties. He would like to have lot coverage requirements reviewed as well as landscaping requirements considered.

Serena Schermoly stated that over the past year she had received complaints from residents on the wait time for permit approval. She added that BHC Rhodes has the capability to track the permitting and inspection process and to make this information available to the residents and contractors.

Dan Runion noted the staff memo references the agreement covering 2018 - 2020. Mrs. Prenger stated it is a one year agreement with the option to renew for an additional year.

Ted Odell stated that this is really a staffing issue. Do we pay BHC Rhodes \$108,000 or hire an additional staff member? Keith Bredehoeft responded that it is a staffing issue; however, he would like to make sure the need is sustainable before adding staff.

Ted Odell made the following motion, which was seconded by Serena Schermoly and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO
EXECUTE THE AGREEMENT WITH BHC RHODES FOR
STORMWATER PROFESSIONAL SERVICES IN THE AMOUNT
OF \$108,000**

**COUNCIL ACTION TAKEN
11/06/2017**

COU2017-47 Consider approval of the Agreement with TranSystems Corporation for Traffic Engineering Services for the 2018 City Wide Traffic Study

Keith Bredehoeft stated Public Works recently requested proposals from firms to provide engineering services for the City Wide Traffic Study as well as the general Traffic Engineering services consultant for the next several years. Five firms submitted proposals and the following were interviewed: BHC Rhodes, Merge Midwest Engineering, and TranSystems. Based on their original proposals and the interviews the selection committee chose TranSystems Corporation to perform the City Wide Traffic Study and to be the City's Traffic Engineering Consultant. TranSystems Corporation has been working for the City for the last several years and has performed very well. The selection committee consisted of Courtney McFadden, Traffic Sergeant Eric McCullough, and Keith Bredehoeft.

Mr. Bredehoeft stated the last City Wide Traffic Study was completed in 2006, the 2018 study will be an update to that study. Generally a study is completed every five years, but the 2011

study was removed for budgetary reasons. TranSystems prepared the 2006 study which help to reduce fees for the 2018 study. The study will perform the following tasks:

- Task 1 - Traffic Safety-** Will collect and analyze crash data and will make recommendations for improvements.
- Task 2 - Traffic Counts-** Will collect speed, volume, and truck traffic data at 72 locations throughout the City.
- Task 3 - Traffic Signals-** Will evaluate all signals for conformance with the MUTCD, specifically will look at pedestrian walk times, and will evaluate additional locations for flashing left turn yellow arrow.
- Task 4 - Crosswalks-** Will evaluate mid block crosswalks for conformance with the MUTCD.
- Task 5 - Report-** Summary of all data collected and recommendations made.

Mr. Bredehoeft stated the funding of \$75,000 is part of the City operations budget for traffic engineering services.

Mayor Wassmer asked for the school closing hours to also be addressed in the study as they create traffic problems surrounding the schools. Mr. Bredehoeft stated they would be added and noted that 24 hour running counts would be taken over a three day time frame.

Terrence Gallagher asked if the Bike/Pedestrian Walk ability study could mesh with the traffic study. Mr. Bredehoeft replied that data would be collected in early 2018 and the studies could be meshed.

Dan Runion asked if areas have been determined for the collection of speed data and if the areas include the streets near Mission Chateau and Meadowbrook. Mr. Bredehoeft stated that he has discussed this with Sgt. McCullough. The City Wide study provides a snapshot of the City. Independent studies of specific areas can be done. A study is planned for the Meadowbrook area before and after the opening of the park. Eric Mikkelson suggested that the Corinth Square South development area also be considered.

Terrence Gallagher made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO
EXECUTE THE AGREEMENT WITH TRANSYSTEMS
CORPORATION FOR TRAFFICE ENGINEERING SERVICES
FOR THE 2018 CITY WIDE TRAFFIC STUDY FOR \$74,934.
COUNCIL ACTION TAKEN
11/06/2017**

Consider Cancellation of November 20, 2017 City Council meetings

Wes Jordan stated that the city code is silent on the cancellation of meetings. The code specifies when the Council meets and the calling of special meetings. In the past meetings have been cancelled through action taken by the City Council through a formal motion or resolution. Staff currently does not have agenda items for consideration on

November 20th. There are several presentations scheduled for the December 4th meeting.

Dan Runion expressed concern with items being pushed back creating large agendas for future meetings. He feels that if a quorum is available to meet, the meeting should be held. Eric Mikkelson agreed. There is a lot going on in the city and if a quorum is available he feels the Council should meet. He would prefer having a couple of short meetings over a three hour meeting. He asked about the meeting prior to Christmas. Mr. Jordan responded that staff has not looked that far ahead in regard to agenda items. There are generally a number of year-end actions that need to be taken at the last meeting in December.

Mr. Mikkelson responded that unless there is a compelling reason to cancel the meeting, he would prefer it be held. It provides residents with the opportunity to address the Council in public participation. Sheila Myers asked what items would need to be postponed. Mr. Jordan replied at this time none. He added that First Washington will be making their annual presentation at the December 4th meeting. Prairie Baptist Church has requested to address the Council on December 4th. These cannot be moved ahead to November 20th. The proposed drone ordinance will not be ready for presentation. The cancellation will provide staff with additional time to prepare information for the Council.

Chad Herring stated that he agrees in principal that meetings should be held; however, if there is no business to conduct, he is supportive of cancelling the meeting.

Ted Odell made the following motion, which was seconded by Steve Noll:

**MOVE THE COMMITTEE AND COUNCIL MEETING
SCHEDULED FOR NOVEMBER 20, 2017 BE CANCELLED
DUE TO LACK OF AGENDA ITEMS**

The motion was voted on and past by a 7 to 5 vote with the following votes cast in opposition: Nelson, Schermoly, Mikkelson, Runion and Gallagher. The motion was declared passed.

ADJOURNMENT

Brooke Morehead moved the Council Committee of the Whole meeting be adjourned. The motion was seconded by Sheila Myers and passed unanimously. Council President Jori Nelson adjourned the Council Committee of the Whole meeting at 7:30 p.m.

Jori Nelson
Council President

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY DECEMBER 5, 2017
7700 MISSION ROAD
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PLANNING COMMISSION MINUTES - NOVEMBER 7, 2017

III. PUBLIC HEARINGS

PC2017-02 Amendment to Special Use Permit for Private School
4801 West 79th Street
Zoning: R-1a
Applicant: Kansas City Christian School

IV. NON-PUBLIC HEARINGS

V. OTHER BUSINESS

Review of 2018 Meeting & Submittal Schedule
Discussion on Comprehensive Plan

VI. ADJOURNMENT

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

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

**PLANNING COMMISSION MINUTES
OCTOBER 3, 2017**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, October 3, 2017 in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Melissa Brown, Gregory Wolf, James Breneman, Patrick Lenahan, Jeffrey Valentino and Jonathan Birkel.

The following persons were present in their advisory capacity to the Planning Commission: P.J. Novick, City Planning Consultant; Wes Jordan, City Administrator; Serena Schermoly, Council Liaison, Mitch Dringman, Building Official and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

James Breneman moved for the approval of the minutes of the September 12, 2017 regular Planning Commission meeting as presented. The motion was seconded by Gregory Wolf and passed by unanimously.

NON PUBLIC HEARINGS

**PC2017-111 Request for Final Development Plan Approval
9300 Parkside Drive**

Gregory Wolf stated that his law firm represented VanTrust and that he would therefore need to recuse himself from hearing this application due to a professional conflict of interest and left the meeting.

Justin Duff with VanTrust Realty, 4900 Main Street, Suite 400, Kansas City, Missouri, introduced the following team members in attendance:

Eric Westman with Alley Poyner Macchietto Architect, 1516 Cuming Street, Omaha, NE

Pat Day with DIAL Senior Properties, 11506 Nicholas Street, Omaha, NE

Doug Ubben with Phelps Engineering, 1270 N. Winchester, Olathe, KS

Pat Day provided background on Dial Realty noting that they were formed in 1992 and have communities in Iowa, Omaha and Kansas City. They focus on providing Independent Living, Assisted Living and Memory Care facilities They approached VanTrust because they liked the location, the site, and the demographics of the area. They reviewed the plan presented by VanTrust with its preliminary development plan for the area and feel they can work within the scope of that plan. The proposed project will be called Silvercrest at Meadowbrook.

Justin Duff stated the original senior community plan approved had 330 units of Independent Living, Assisted Living and Memory Care Services. The density of the

proposed plan, at full build-out, is less at 222 units which include 60 Assisted Living Units, 20 Memory Care Units and 142 Independent Living Units. The smaller senior living community will be lower in height and provide more green space. The retaining walls proposed and approved in the preliminary development plan will not be needed in some areas and will be reduced in height in other areas and will not be visible from Nall Avenue. Mr. Duff stated the proposed plan remains in spirit with the preliminary development plan approved by the Commission and fits within the vision of the full Meadowbrook development.

Pat Day noted the senior housing center that is proposed will be a total of six (6) interconnected buildings to be constructed in 2 to 3 phases. Buildings 1 through 4 are part of the first phase. Buildings 5 and 6 will follow with future phases. Phase 1 will contain 20 Memory Care Units, 60 Assisted Living Units and 58 Independent Living Units for a total of 138 units. At full build-out, the site will have 102 surface parking spaces and 101 under-building parking spaces and each phase complies with the established parking requirements.

PJ Novick, Planning Consultant for the Meadowbrook Project, stated that he has been working on the development team over the past three months. The proposed plan is not impacted by the 5% rule; this only applies to an increase in the number of dwelling units or building lot coverage allowed from the previously approved preliminary development plan for this facility. The density is lower, the green space is higher and the overall height is lower.

The buildings are proposed to be constructed of a combination of natural stone; full-depth brick, fiber cement lap siding, and fiber cement board & batten siding. The colors range from white to light gray to dark grey. Laminate shingles are proposed for the roof including some areas with gray colored standing seam metal.

The general scale, layout, and drive locations of the proposed senior housing center are consistent with that shown on the Preliminary Development Plan and the buildings comply with the established setback and height limits. The project density is a total of 222 units at full build-out, 118 units less than the 330 units shown on the approved Preliminary Development Plan.

The applicant has provided a concept plan for how they may wish to divide the property into 4 lots for the purpose of financing. It should be noted that the plat has not been reviewed for compliance with city regulations and will require separate review and approval of both a preliminary and final plat.

Project History

On November 12, 2015, the Planning Commission held a public hearing on the requested rezoning of the greater Meadowbrook property to MXD (Mixed Use District) including the related Preliminary Development Plan and Preliminary Plat. The Commission adopted a motion to find favorably the findings of fact based on the “golden factors” as detailed in the Commission report dated November 12, 2015, and recommended to the City Council approval of the requested rezoning and proposed Preliminary Development Plan subject to a set of conditions of approval.

Following the Commission hearing, on December 7, 2015, the City Council reviewed the applications and the Commission recommendation and approved the rezoning and the Preliminary Development. The Final Development Plan for the single family residential and apartment complex component of the Preliminary Development Plan was reviewed and approved by the Planning Commission on March 4, 2016.

As noted with the approval in March of 2016 of the first Final Development Plan for Meadowbrook, Final Development Plans for the senior living center and the hotel would be submitted at a later date.

Mr. Novick noted there are no outstanding issues and the proposed Final Development Plan is consistent with the approved Preliminary Development Plan. The applicant will need to submit a separate application for approval of a Preliminary Plat and subsequent Final Plat if they wish to subdivide this property. The proposed parcel lines shown in the Final Development Plan have not been reviewed for compliance with the City Code and all requirements must be met.

Staff recommends the Commission approve the Final Development Plan, subject to the following conditions which were reviewed by Mr. Novick:

1. The brick and stone building exterior shall not be painted and appropriately scaled trim shall be provided along all window edges and wall transitions.
2. An ornamental or decorative style garage door shall be utilized for the opening proposed for Building #5.
3. Prior to issuance of any building permits, the applicant shall update the Final Development Plan to detail the location of exterior light fixtures, excluding building mounted, and provide fixture sheets for the parking lot lighting.
4. Prior to issuance of any building permits, the applicant shall provide engineered design calculations and plans for all retaining walls exceeding 4 ft. in height. Mr. Novick noted the preliminary development plan had the retaining walls rising above the grade with the condition added that the retaining walls along Nall were to be constructed of or faced with a natural stoned. The proposed retaining walls will not be visible from Nall. They can only be seen from the interior of the site.
5. Prior to issuance of any building permits, the applicant shall update the Final Development Plan to include details for the trash enclosure and screening methods for all HVAC/building mechanical equipment to ensure that all trash dumpsters, recycling bins, HVAC and building mechanical equipment, etc., is fully screened from view. All screening shall be designed and constructed of materials that are durable and consistent and compatible with the building architecture.

6. Prior to issuance of any building permits, the applicant shall update the Final Development Plan to show the following minimum required tree sizes: shade trees 3-inch caliper, ornamental trees 3-inch caliper, and evergreens 8' height.
7. Prior to issuance of any building permits, the applicant shall address any outstanding City comments, including Public Works and Fire Department comments, provide updated plans, obtain approval of the storm water management plan, and verify compliance with emergency vehicle circulation requirements.

Eric Westman presented a color rendering of the proposed complex pointing out the efforts made to make the proposed building compliment the apartment building and other construction within the project. He noted that the buildings have been moved further from the homes on the north side. The taller portions of the buildings will be on the right and the south side. The garages will be located under the buildings. He pointed out the location of the different buildings providing Memory Care and Assisted Living services.

Mr. Westman reviewed the location and change in height of the retaining walls as pointed out by Mr. Novick noting they are only visible from the interior of the project. They are proposing two large monument signs (one visible from Nall and one at their entrance) a smaller monument sign near the main building with monument type way finding signs identifying parking. All signs will be stacked stone-faced look or masonry veneer with precast stone top cap, similar in design with other signs within the development.

The Independent Living buildings have an open view of the park. The Assisted Living building and Memory Care building have internal courtyards. Mr. Westman explained how they parcel out sections of land to accommodate their phased development.

The building materials to be used include standing seam roofing (gray), architectural asphalt shingles, and fiber cement lap siding dark grey in color, fiber cement lap siding light grey in color and fiber cement board and batten system in white. The full bed masonry to be used is Antique Grey matching that of the apartments located on site and the main features will be full bed natural stone. Mr. Westman stated that they would like the Commission to reconsider staff recommended condition #1 prohibiting the painting of brick. They would like to paint the entry brick white to make the accent features "pop out". He noted that painting of brick is allowed in the project vision book.

Mr. Westman reviewed the proposed light fixtures which will be dark bronze in color and include an oversized custom chandelier in the entry area, with wall sconces as accent lighting on the corners of the buildings. Pathway lighting and Parking lot lighting are similar to those already approved for the development.

Pat Day reviewed the locations of the different service components with the Memory Care section being a one-story building with 20 units facing 95th Street. The Assisted Living section is in a three-story building with 60 units facing Nall. The phase one

independent building is a four-story building with 58 units facing the park on a platform garage. The phase two and phase three buildings will be for Independent Living. Building 5 is a four-story building with 52 units just north of the initial complex and Building 6 is a four-story building with 32 units south of the initial complex facing the park.

James Breneman stated he is bothered by the lack of skilled nursing services in the community. The original plan presented did include skilled nursing which has been a demonstrated need for this area based on the waiting list for Claridge Court skilled nursing facilities. Pat Day responded that residents are provided rehabilitation services within their units. Mr. Breneman stated he is not referring to rehabilitation, but ongoing skilled nursing care. He feels its omission is letting the community down. Nancy Wallerstein asked why this component was not included. Mr. Day responded that Dial Properties does not offer skilled nursing services in any of its communities. Justin Duff stated that it was included in the original plan based on a possible market demand. It was approved to be included, but not required to be included.

Jonathan Birkel asked what the HVAC operating system was. Mr. Westman replied that it would be a boiler system with pipes and the Independent Living units would use heat pumps. He stated that all of the operating units will be placed on the rooftop and would not be visible to the public; showing the locations on the elevation drawings. Mr. Birkel confirmed that on the east elevation the roof will need to be lowered to drop in the mechanical units. Mr. Westman replied the internal deck is three feet lower for the mechanical units.

Jim Breneman noted the elevations reflected a lot of brick. Mr. Westman stated that is the primary building material for the community. Mrs. Wallerstein asked if the applicant had a materials board that that the Commission could see. They did not. Mr. Breneman noted the plans submitted contained three different brick base materials.

Jeffrey Valentino expressed concern with the consistency of the proposed signs. Mr. Novick replied the materials used are similar to those throughout the development and he feels they will blend in with the others and meet the intent of the previous approval. Mr. Valentino stated he would like to see them be more like the others. Mr. Novick stated this could be reviewed further, particularly for the internal signage.

Mr. Valentino requested a review of the elevation heights noting that this was an area of significant discussion in the initial approval. Mr. Westman provided the following heights from ground to roof: Independent Living building - 66'6"; Assisted Living building - 56'6"; Commons roof - 36'; Memory Care Building - 26'2" and the highest point over the garage is 84'. The highest point on the original submittal approved was over 90 feet. All of the elevations are lower than what was approved in the preliminary development plan approval.

Jim Breneman noted the retaining wall shown on the south elevation has a fence. Mr. Novick replied that if there is no walkway adjacent to the wall a fence is not necessary. He did note the preliminary plan approval condition requiring limestone on any retaining

walls exposed along the Nall right of way could be added to the final plan conditions of approval.

Jim Breneman asked if the fire department had reviewed the plans. Doug Ubben with Phelps Engineering stated the plans were sent to the fire district and that they are continuing to work with them. Mr. Novick noted that fire department concerns with the original submittal should be alleviated with this reduced building footprint and he does not anticipate any issues. Mr. Breneman noted there is no fire hydrant shown in the future development locations and suggested that they be added with the phase 1 construction.

Mr. Breneman stated the plans show a slope of 25% and questioned how that would be maintained. Mr. Ubben stated the slope was 20-23% and was considered mowable. Mr. Novick added that standard equipment can mow slopes up to 3:1 (33%).

Jonathan Birkel confirmed the project is designed with cohesive walls creating a strong structural stability.

Patrick Lenahan questioned the elevation on the Independent Living building and how it would screen the mechanical units. He wants the units screened and feels the depicted roofline does not accurately reflect the mechanical screening as it would be. He does not want to see sections of the roof removed where mechanical wells are provided.

Nancy Wallerstein asked how many underground parking spaces were provided and if they were for residents only or both residents and staff. Mr. Day replied there are 65 spaces for use by the residents. He showed the location for staff parking in the southwest corner of the complex. Mrs. Wallerstein asked how many employees were anticipated and what that number would be at its peak. Mr. Day responded 80 to 90 employees with a maximum of 30 at any one time. Mr. Breneman asked about shift changes. Mr. Day stated that everyone does not shift change at the same time. Mrs. Wallerstein noted the southwest lot only had 30 spaces.

Jonathan Birkel asked how much parking was planned for the 60 Assisted Living units. Mr. Day replied no parking is planned for residents; however, 52 spaces are available for guests. He stated the parking is based on their experiences at their other communities which have been consistent. Mrs. Wallerstein asked where the overflow on holidays would park. Justin Duff stated that parking would be available on the street within the development. Mr. Birkel confirmed that street parking is parallel parking.

Nancy Wallerstein asked about trash procedures. Doug Ubben referred to the back entrance area for the residents and pointed out two areas where several small dumpsters will be pulled out for pickup from the garage. The larger bins from the kitchen will be located within the enclosures on the south side of the development. Melissa Brown asked how trash would be handled in area 5. PJ Novick responded that they will have to be pulled to the identified areas. All trash will be screened. Justin Duff noted that all service traffic will enter off 94th Terrace and Rosewood.

Patrick Lenahan noted that parking shown on sheet C-1 calculations only deal with the phase 1 construction, what happens in phase 2 to accommodate parking. Mr. Westman replied those buildings will have underground parking and will have additional parking available to the north. Based on their experience, they do not believe that these will be needed. Mr. Lenahan suggested that they be added to the calculations to ensure that they are available. Jonathan Birkel asked how many parking spaces were allotted per Independent Living unit. Mr. Day responded 1.5 spaces. Nancy Wallerstein noted the future parking lot abuts the townhomes. Mr. Duff stated that there is a buffer between the townhomes and the parking lots that they are comfortable with.

Eric Westman noted the future units require 56 parking spaces and 57 spaces are provided by the garages along with the 22 available in the lot. Their goal is to accommodate all residential parking in the garage.

Jonathan Birkel asked what the average age of residents in Independent Living was. Pat Day replied 84 -85 years old.

Mr. Breneman suggested that they construct the future parking lots during phase 1 so they do not have to disrupt the area in future phases. Mr. Day responded that their experience has shown there is not a need for lots of parking. They do not want empty parking lots, so although they plan for them, they do not want to construct them until the need is demonstrated.

Nancy Wallerstein asked for a time frame for phase 2 and 3. Mr. Westman replied that it will be after phase 1 is built-out and stabilized. Construction of phase 2 and 3 will be market driven.

Jonathan Birkel stated that he was uncomfortable with the use of streets in the residential area for overflow parking. Mr. Day responded that in their 12 other communities they have not had any need for overflow parking.

Justin Duff noted the need to be careful not to design to an overflow condition. Mrs. Wallerstein noted that less asphalt is always good, but they are just trying to think through possible situations/problems. Mr. Birkel stated that based on the average age of their residents, he feels that the parking is sufficient. Mr. Breneman noted the additional staff required for phase 2 & 3 buildings could create a need for more parking.

PJ Novick stated that a condition could be added when phase 2 and 3 are constructed if additional parking is needed the Building Official can require it. Mr. Duff noted that if their past experience doesn't hold true, there will be indications that additional parking is needed.

Nancy Wallerstein stated that she is looking for contrast on the buildings. Mr. Westman noted the darker colors surrounding the windows, doors and gutters. There will be textural changes providing contrast. They are asking to be allowed to paint the brick white to help those contrasts to pop out.

Jonathan Birkel confirmed that it would all be type 5 construction except for the garages. Jeffrey Valentino asked for the ratio of full balconies on units. Mr. Westman stated he did not know the ratio, but noted that the Assisted Living building does not have full balconies.

Melissa Brown expressed concerns with the grading coming off from Nall storm water may flow directly toward the building. She feels the grading could be used to direct more storm water to the north away from the building. Mr. Westman noted that the city has the most intense stormwater review process that he has seen. Doug Ubben reviewed the mechanisms in place to divert the water including swales and drainage piping directing the water away from the building. The drainage system is designed to address the 100 year storm.

Melissa Brown questioned the layout of the one story Memory Care building. She expressed concern that one third of the units are looking out over the service area with only 25% of the units looking out into the courtyard. Mr. Lenahan noted these residents are unlikely to be concerned with views from their units. Mr. Breneman note similar layout for the Assisted Living area. Pat Day responded they are very focused on the atmosphere created for their clients. They will be adding landscaping around the building outside of windows. Their courtyards will be impressive.

Chairman Nancy Wallerstein asked for last part of the applicant's presentation on the civil engineering features.

Doug Ubben noted that many of these features have been addressed through Commission questions. He reviewed how the plan proposed handles the large drop in grade from Nall. The maintenance access from the southeast corner is consistent with the preliminary development plan approved. Mr. Ubben verified that fire hydrants will be added.

Jonathan Birkel confirmed that no on site storm drainage retention is needed. Mr. Ubben reviewed how the three ponds in the development will address storm drainage issues and how the water from the site will be treated.

Mr. Ubben pointed out the monument sign location along Nall.

Mrs. Wallerstein noted that she has five additional conditions written down from the discussion of the Commission regarding the application. Mr. Novick stated he had four and read his four. Mrs. Wallerstein noted her fifth was regarding the location of the directional sign being placed closer to the monument signs by Mr. Valentino. Mr. Valentino stated he did not feel that needed to be a condition of approval.

PJ Novick stated that applicant is requesting permission to paint the brick white on the one-story entry to the commons building to create a greater contrast, which is allowed by the vision book approved for the development.

Melissa Brown stated that she doesn't like painted brick. Justin Duff stated there will be homes constructed in the development that will want to have stucco over the water table and painted homes will be in the fabric of the development.

Mrs. Wallerstein polled the Commission on the question of keeping condition number 1 as recommended by staff with the majority of the Commission desiring to keep condition one.

Patrick Lenahan moved the Planning Commission approve PC2017-111 the Final Development Plan for Silvercrest at Meadowbrook, 9300 Parkway Drive subject to the following conditions of approval:

1. The brick and stone building exterior shall not be painted and appropriately scaled trim shall be provided along all window edges and wall transitions.
2. An ornamental or decorative style garage door shall be utilized for the opening proposed for Building #5.
3. Prior to issuance of any building permits, the applicant shall update the Final Development Plan to detail the location of exterior light fixtures, excluding building mounted, and provide fixture sheets for the parking lot lighting.
4. Prior to issuance of any building permits, the applicant shall provide engineered design calculations and plans for all retaining walls exceeding 4 ft. in height.
5. Prior to issuance of any building permits, the applicant shall update the Final Development Plan to include details for the trash enclosure and screening methods for all HVAC/building mechanical equipment to ensure that all trash dumpsters, recycling bins, HVAC and building mechanical equipment, etc., is fully screened from view. All screening shall be designed and constructed of materials that are durable and consistent and compatible with the building architecture.
6. Prior to issuance of any building permits, the applicant shall update the Final Development Plan to show the following minimum required tree sizes: shade trees 3-inch caliper, ornamental trees 3-inch caliper, and evergreens 8' height.
7. Prior to issuance of any building permits, the applicant shall address any outstanding City comments, including Public Works and Fire Department comments, provide updated plans, obtain approval of the storm water management plan, and verify compliance with emergency vehicle circulation requirements.
8. Any retaining wall extending above grade and visible from the Nall right-of-way shall be veneered with native limestone to match the color, texture and pattern of other limestone elements within the development.

9. Prior to issuing a Building Permit the applicant shall ensure that the required fire hydrants are provided within the project site for Phase 1. In addition, future phases of the development shall also include the required fire hydrants within the NE quadrant of the project site.
10. Where mechanical wells are required to screen HVAC equipment, a continuous ridgeline shall be provided to complement the structure.
11. When Phase 2 and Phase 3 plans are submitted for Building Permit the parking requirements shall be reviewed by the Building Official and any additional parking required shall be included in the plans.

The motion was seconded by Melissa Brown and passed by a vote of 6 to 1 with Mr. Breneman voting in opposition because of the lack of the skilled nursing component.

OTHER BUSINESS

There was no Other Business to come before the Commission.

NEXT MEETING

The filing deadline for the November Planning Commission meeting is Friday with at least two applications expected to be submitted.

ADJOURNMENT

With no further business to come before the Commission, Chairman Nancy Wallerstein adjourned the meeting at 8:30 p.m.

Nancy Wallerstein
Chairman

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
December 5, 2017
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - November 7, 2017

III. ACTION ITEMS

**BZA2016-06 Request for a Variance from PVMC 19.06.030 "Side Yard" and 19.06.025 "Front Yard" to construct an addition of a garage to be built to 7 feet from the side yard property line and 12.5 feet from the front yard property line on a corner lot
8330 Reinhardt
Zoning: R-1a Single Family Residential District
Applicant: Brad Satterwhite**

**BZA2016-07 Request for a Variance from PVMC 19.06.035 "Rear Yard" to reduce the rear yard setback from 25 feet to 17 feet
3707 West 83rd Terrace
Zoning: R-1a Single Family Residential District
Applicant: James Hesse**

IV. OTHER BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

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

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, SEPTEMBER 12, 2017**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, September 12, 2017 in the Multi-Purpose Room of the Municipal Building at 7700 Mission Road. Chairman Gregory Wolf called the meeting to order at 6:30 p.m. with the following members present: Jonathan Birkel, Melissa Brown, Jeffrey Valentino, James Breneman, Patrick Lenahan and Nancy Wallerstein. Also present in their advisory capacity to the Board of Zoning Appeals were: Chris Brewster, Planning Consultant; Wes Jordan, City Administrator; Mitch Dringman, Building Official; Serena Schermoly, Council liaison and Joyce Hagen Mundy, Board Secretary.

APPROVAL OF MINUTES

Mitch Dringman noted in the motion on page 5 the 3” should be 3’. Jeffrey Valentino noted on page 4 he was listed as “James” not Jeffrey Valentino. Nancy Wallerstein moved the approval of the minutes of the August 1, 2017 meeting as amended. The motion was seconded by James Breneman and passed unanimously with Gregory Wolf abstaining.

**BZA2017-04 Request for a Variance from PVMC 19.08.020 & 19.44.020(C4)
to decrease the front yard setback to 4 feet
2006 West 71st Terrace**

Chris Brewster introduced the application which is a request for a variance from Section 19.08.020 and 19.44.020.C.4 to allow attached carport to be located 4 feet from the front property line and encroach 16 feet beyond the principle building. In general, the R-1B district requires a 30-foot front yard setback. (19.08.020) Additionally, encroachments including unenclosed porches, ported [sic] cocheres ...and canopies” may encroach into front yards up to 12 feet. There is also a requirement that all lots in R-1B have two parking spaces, one of which shall be in a in a garage or carport.

The applicant’s lot is 6’ x 130’ with the existing principle building approximately 20 feet from the front lot line and approximately 31’ from the curb line. The City files do not indicate if a variance was given for this building location at the time it was originally built. The reason for this location is a drainage channel that runs east-west through the block, beginning at the southwest corner and ending at the southeast corner. The channel is deepest at the mid-point of the block (including this lot), cutting the lots in half. The building immediately to the west has a similar orientation as this building, located to the forward portion of the lot. Other lots on this block (2 to the west, and 1 to the immediate east) have a principle structure built to the rear of the lot and detached garages built to the front portion of the lot (2 at the front setback line).

Specifically the applicant is proposing to add a 16' x 16' carport to the front of the house, over the existing driveway. This would place the unenclosed structure approximately 4 feet from the front property line, but would allow for at least one covered parking area along the frontage. There is no public sidewalk on this side of the street.

Steven Scraggs and Stacey Scheffler, 2006 West 71st Terrace, stated that when they purchased the home it did not have a garage. Mitch Dringman noted that the City could not find any record of a permit for a garage conversion. Stacey Scheffler stated that the drainage channel is directly behind their home and they have a bridge over the channel to get to their backyard.

James Breneman asked if they would be widening the driveway. Mr. Scraggs replied that it is a single drive that has been widened.

Melissa Brown asked how much water runs through the channel. Mr. Scraggs replied that it varies and during the recent storms the water came up to their house. However, generally it is dry. They have added landscaping to prevent water from coming up to the house.

Chairman Gregory Wolf opened the public hearing for comments.

No one wished to speak on the application, the public hearing was closed at 6:37 p.m.

The Board reviewed the conditions required for the granting of a variance as presented in the staff report: to find that all five of the following conditions are met in order to grant a variance:

A. Uniqueness

That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape, or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.

This lot is located on long rectangular block. Typical lots on this block and surrounding blocks are between 60 and 80 feet wide and 130 feet deep. Irregular lots exist on the corners or where historic platting anomalies have allowed for combinations of remnant spaces. These lots are between 120 and 135' side. Some of these irregular lots are to deal with the drainage channel that goes through the middle of the block, starting on the southwest corner and ending on the southeast corner. The channel is approximately 8 to 10 feet deep and cuts the lots in the middle of the block (including the subject lot) in half.

James Breneman moved the Board finds favorably on Criteria A "Uniqueness". The motion was seconded by Nancy Wallerstein and passed unanimously.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.

The requested variance would allow a structure to encroach further than is allowed by ordinance. (4' further than the 12' typically allowed in front of the principle structure, and 14' further than the 18' typically allowed by the front setback.

The lot immediately to the west has a similar orientation to this building and includes an attached single-car garage. The proposed structure would extend beyond the established front building line of this home, however the closest relationship is to the attached garage side of this home.

The lot immediately to the east has a principle structure built to the rear of the lot (north of the drainage channel), and has a detached 2-car garage built up to the right-of-way line. The proposed structure would not encroach as close to the street as this detached structure. Two other lots further to the west have a similar orientation of principle structure and detached garages as this lot immediately to the east.

James Breneman moved the Board find favorably on Criteria B "Adjacent Property". The motion was seconded Jonathan Birkel and passed unanimously.

C. Hardship

That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.

The lot is a narrow, rectangular lot and has a small buildable footprint due to the drainage channel. The principal structure is built forward of the typical setback due to these conditions. Due to the lot and the orientation of the existing building, it is difficult to get access for parking or locate any enclosed or covered parking on the lot.

James Breneman moved the Board find favorably on Criteria C "Hardship". The motion was seconded by Melissa Brown and passed unanimously.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

The proposed design is consistent with patterns that are otherwise allowed in the residential zoning districts (limited unenclosed encroachments for porches, canopies or porte cocheres. Additionally, deviations from the typical patterns, both in terms of principle structure placement, detached structures, and other parking arrangements have occurred on this block.

James Breneman moved the Board find favorably on Criteria D "Public Interest". The motion was seconded by Pat Lenahan and passed unanimously.

E. Spirit and Intent of the Regulation

That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

The front setback and allowed encroachments are in place to regulated consistent building patterns along a block, to present a similar orientation of buildings, and to preserve consistent relationships of buildings, building entryways, and other features such as carports or garages to the streetscape. In this case, the character of the streetscape is already disrupted by unusual building patterns and vegetation. There is not a sidewalk on this side of the street, and there is only room for an attached sidewalk on the opposite side of the street. Buildings on this side of the block (a block not limited in a similar way to this block with a drainage channel) have a more consistent pattern and relationship to the streetscape.

James Breneman moved the Board find favorably on Criteria E “Spirit and Intent of the Regulation”. The motion was seconded by Melissa Brown and passed unanimously.

Nancy Wallerstein moved that the Board after reviewing the information submitted and consideration of the testimony during the public hearing found all criteria required by state statutes and Section 19.54.030 of the Prairie Village Zoning Ordinance, to have been met approve BZA 2017-04 request for a variance from PVMC 19.44.020(C) and 19.08.020 for an encroachment for the front yard setback for the construction of an open carport up to four feet from the front property line at 2006 West 71st Street subject to the following conditions:

1. That the variance be granted only to the extent shown on the submitted plans, and specifically only to allow the proposed building encroachment to be placed no closer than 4 feet from the front property line, and only to the extent of 16 feet wide along the frontage.
2. The materials used be further specified in the testimony to ensure coordination with the existing structure, and further conditioned on the concept plan and rendering included in the application.
3. The variance, if approved, be recorded with the County Register of Deeds within 1 year of approval.

The motion was seconded by Jeffrey Valentino and passed unanimously.

OLD BUSINESS

There was no Old Business to come before the Board.

NEXT MEETING

Board Secretary Joyce Hagen Mundy reported no applications have been received for consideration by the Board in October.

ADJOURNMENT

Chairman Gregory Wolf adjourned the meeting of the Board of Zoning Appeals at 6:45 p.m.

Gregory Wolf
Chairman

PARKS AND RECREATION COMMITTEE

October 11, 2017

6:30 PM

City Hall

MINUTES

The Parks & Recreation Committee met at 6:30 PM in the Council Chambers at City Hall. In attendance: Chair Terrence Gallagher, Vice Chair Sheila Meyers, Diane Mares, Lauren Wolf, Keith Novorr, Matthew Geary, Carey Bickford, Kevin Letourneau, Peggy Couch, and Clarence Munsch. Staff: Alley Williams, James Carney, and Pool Manager Skyler Myers.

Public Participation

- There was no public participation.

Consent Agenda

1. Minutes from September 13, 2017
 - It was moved and seconded to approve the minutes from September 13, 2017. The motion passed unanimously.

Reports

1. Public Works Report
 - Mr. Carney informed the Committee that the Public Works crews were getting parks ready for winter, including Franklin Park's water feature and various fountains. The Windsor Park project is currently out to bid and work is expected to be done in the spring. The City has been replacing some park benches in their current locations.
2. Recreation Report
 - Ms. Williams reviewed the 2017 Summer Recreation Program Report, which included a general overview of the pool operations along with the various recreation programs – swim team, dive team, tennis, and skateboarding. She also gave a brief overview of the SuperPass program. Once again, Prairie Village generated the most revenue between cities participating in the 2017 season.
3. Chairperson's Report
 - Mr. Gallagher updated the Committee on the "Village Square" concept at Harmon/Santa Fe Parks. Public meetings are scheduled for November 14 and 16 from 5 PM to 7 PM in the Community Center to get feedback on the study. There are numerous advertising channels being utilized including the Public Works light-up board, Notify JoCo, Village Voice, social media, etc. He also informed the Committee about the Bicycle/Pedestrian Plan which aims to connect parks, schools, shopping centers, etc. in the City. Mr. Gallagher mentioned that JCPRD is looking to assess the parks in Prairie Village and explore programming partnerships. He also let the Committee know that Council would be looking at the City's donation policy.

New Business

1. Operating Challenges at PV Pool

- Ms. Williams and Mr. Myers went over some of the operational challenges the pool is currently facing and will continue to face in regards to fully staffing the pool. They reviewed a presentation with the Committee that highlighted the number of guards required at the Prairie Village Pool Complex compared to other cities as well as hours of operations. The Committee discussed at length various strategies to increase staffing, which they hope to finalize a recommendation at their next meeting.

Old Business

- No old business was discussed.

Information Items

Meeting Schedule

- November 8, 2017
- January 10, 2018
- March 14, 2018

Adjournment– Meeting was adjourned at 8:00 PM.

Prairie Village Arts Council
Wednesday, October 11, 2017
5:30 P.M.
Prairie Village City Hall – 7700 Mission Road
Multi-Purpose Room

The meeting was called to order by Dan Andersen, Chairman, with council members Shelly Trewolla, Stephen LeCerf, Julie Flanagan, Art Weeks, and Betsy Holliday present, as well as Eric Mikkelson, city council liaison, Barbara Fisher, administrative liaison, and Joyce Mundy, city clerk present.

Minutes – Minutes of the September 6, 2017, meeting were approved as distributed.

Council Update – Eric Mikkelson reported regarding the progress of the “bicycle statue.” Brad Johnson’s first payment has been made, and when the maquette of the sculpture is finished, the arts council will definitely have an opportunity to see it. Eric is finishing up his seat on the city council, so he encouraged us to keep our eyes open on this project in his absence.

Recap September Exhibit – Ada Koch was not present at the meeting, but had told Dan that she was disappointed with the light turn-out for her reception. The council agreed that there were many other events going on that weekend. Also, the beautiful weather could have kept people away.

SOTA Gala Activities and Social Media Voting Update – Dan happily announced that the long-awaited QR codes for scanning were now in place next to each piece of art, and that voting for “people’s favorite” could be done with smart phones during the event this coming Friday the 13th. Also, polling is possible ahead of the event by accessing pvsota.org with a standard computer. Winners in the juried categories and the “people’s favorite” will both be announced around 7:30 the night of the event. Dan will speak to Kyle Vanlandyde to see if he might be master of ceremonies for the awards. The Mayor is also looking forward to saying a greeting at the gala.

The event this year will be entirely catered, with a cash bar. Dan is preparing a gift bag for exhibitors containing a custom beverage glass and a ticket for a free first drink at the bar. People attending the show upon signing a guest register will also receive a ticket for a first free drink. Thereafter, drinks will be \$2.75 for beer and \$3.75 for wine or mixed drink. Food this year will not be passed, but will be in the multi-purpose room.

Council members are encouraged to be at City Hall at 3:30 on Friday to help set up. The actual event will be from 6:00 to 8:00 P.M.

Gallery Remodel Update – Dan reported that the high wire has already been hung, and that Public Works has four bids out for the remaining aspects of the remodeling (removal of old hanging tracks, plastering, painting, etc.).

2018 Gallery Exhibits - entries in Call for Entry close 10/22/17 – When will council members judge/select entries in Café for 2018 Exhibits?

Dan proposed that members chose a time in addition to a regular council meeting time to pick artists for our 2018 series of exhibits. This discussion lost momentum, leaving this a topic for future consideration in November or December.

New Business

Shelly Trewolla suggested placing a listing for our gallery in the bi-monthly publication “KC Studio Magazine.” Dan agreed, suggesting a limit of not more than \$200 dollars expenditure. Julie Flanagan proposed and Art Weeks seconded the motion that Shelly proceed with contacting the magazine to see if the cost of a one-issue posting would not exceed \$200. The motion passed unanimously.

The meeting was adjourned at 7:33 P.M.

**PRAIRIE VILLAGE and MISSION HILLS
THIRD QUARTER CRIME REPORT - 2017**

CRIME	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Homicide	0	0	0	1	0	0.20	-0.20
Rape	1	2	4	1	2	2.00	0.00
Robbery	2	3	1	0	4	2.00	2.00
Assault	72	47	56	48	50	54.60	-4.60
Burglary	48	37	38	42	35	40.00	-5.00
Residence	43	29	35	38	31	35.20	-4.20
Business/Miscellaneous	5	8	3	4	4	4.80	-0.80
Theft	149	163	141	149	145	149.40	-4.40
Auto Theft	23	13	26	27	20	21.80	-1.80
Arson	1	1	2	0	1	1.00	0.00
Forgery	6	11	13	7	19	11.20	7.80
Fraud	18	30	101	65	34	49.60	-15.60
Criminal Damage	94	51	84	80	54	72.60	-18.60
Sexual Offenses	10	9	7	11	7	8.80	-1.80
TOTAL	424	367	473	431	371	413.20	-42.20

ACCIDENTS	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Fatal	1	0	0	1	0	0.40	-0.40
Street - Injury	18	26	25	29	39	27.40	11.60
Street - Property + \$1,000*	150	191	207	264	230	208.40	21.60
Street - Property - \$1,000*	50	31	45	32	45	40.60	4.40
Private - Injury	1	1	1	4	1	1.60	-0.60
Private - Property	52	49	53	47	49	50.00	-1.00
Walk-In - Property	33	26	19	16	16	22.00	-6.00
TOTAL	305	324	350	393	380	350.40	29.60

MENTAL HEALTH	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Suicide	3	1	2	3	1	2.00	-1.00
Attempted Suicide	7	5	5	9	4	6.00	-2.00
Involuntary Committal	12	12	2	8	10	8.80	1.20
Voluntary Committal	18	11	4	18	16	13.40	2.60
All Other Mental Health	99	60	70	97	73	79.80	-6.80
TOTAL	139	89	83	135	104	110.00	-6.00

TOTAL CALLS	5,759	5,902	6,653	6,374	6,420	6,221.60	198.40
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PRAIRIE VILLAGE THIRD QUARTER CRIME REPORT - 2017

CRIME	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Homicide	0	0	0	1	0	0.20	-0.20
Rape	1	2	4	1	2	2.00	0.00
Robbery	2	3	1	0	4	2.00	2.00
Assault	69	45	52	46	46	51.60	-5.60
Burglary	43	25	31	29	31	31.80	-0.80
Residence	38	18	29	25	27	27.40	-0.40
Business/Miscellaneous	5	7	2	4	4	4.40	-0.40
Theft	134	144	128	130	126	132.40	-6.40
Auto Theft	18	10	24	19	17	17.60	-0.60
Arson	0	0	1	0	1	0.40	0.60
Forgery	6	10	13	7	15	10.20	4.80
Fraud	18	30	76	65	29	43.60	-14.60
Criminal Damage	86	40	72	68	44	62.00	-18.00
Sexual Offenses	10	9	7	11	7	8.80	-1.80
TOTAL	387	318	409	377	322	362.60	-40.60

ACCIDENTS	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Fatal	1	0	0	1	0	0.40	-0.40
Street - Injury	18	26	22	27	37	26.00	11.00
Street - Property + \$1,000*	134	177	192	232	214	189.80	24.20
Street - Property - \$1,000*	47	27	38	28	38	35.60	2.40
Private - Injury	0	1	1	4	1	1.40	-0.40
Private - Property	49	46	48	40	44	45.40	-1.40
Walk-In Property	33	22	19	13	15	20.40	-5.40
TOTAL	282	299	320	345	349	319.00	30.00

MENTAL HEALTH	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Suicide	3	1	2	3	1	2.00	-1.00
Attempted Suicide	6	5	5	9	4	5.80	-1.80
Involuntary Committal	7	12	1	8	9	7.40	1.60
Voluntary Committal	16	11	4	17	16	12.80	3.20
All Other Mental Health	96	57	64	87	70	74.80	-4.80
TOTAL	128	86	76	124	100	102.80	-2.80

TOTAL CALLS	4,753	4,864	5,342	5,205	5,336	5,100.00	236.00
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MISSION HILLS THIRD QUARTER CRIME REPORT - 2017

CRIME	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	0	0	0.00	0.00
Robbery	0	0	0	0	0	0.00	0.00
Assault	3	2	4	2	4	3.00	1.00
Burglary	5	12	7	13	4	8.20	-4.20
Residence	5	11	6	13	4	7.80	-3.80
Business/Miscellaneous	0	1	1	0	0	0.40	-0.40
Theft	15	19	13	19	19	17.00	2.00
Auto Theft	5	3	2	8	3	4.20	-1.20
Arson	1	1	1	0	0	0.60	-0.60
Forgery	0	1	0	0	4	1.00	3.00
Fraud	0	0	25	0	5	6.00	-1.00
Criminal Damage	8	11	12	12	10	10.60	-0.60
Sexual Offenses	0	0	0	0	0	0.00	0.00
TOTAL	37	49	64	54	49	50.60	-1.60

ACCIDENTS	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	0	0	3	2	2	1.40	0.60
Street - Property + \$1,000*	16	14	15	32	16	18.60	-2.60
Street - Property - \$1,000*	3	4	7	4	7	5.00	2.00
Private - Injury	1	0	0	0	0	0.20	-0.20
Private - Property	3	3	5	7	5	4.60	0.40
Walk-In - Property	0	4	0	3	1	1.60	-0.60
TOTAL	23	25	30	48	31	31.40	-0.40

MENTAL HEALTH	2013	2014	2015	2016	2017	AVERAGE	2017 +/- AVG
Suicide	0	0	0	0	0	0.00	0.00
Attempted Suicide	1	0	0	0	0	0.20	-0.20
Involuntary Committal	5	0	1	0	1	1.40	-0.40
Voluntary Committal	2	0	0	1	0	0.60	-0.60
All Other Mental Health	3	3	6	10	3	5.00	-2.00
TOTAL	11	3	7	11	4	7.20	-3.20

TOTAL CALLS	1,006	1,038	1,311	1,169	1,084	1,121.60	-37.60
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ACTIVITY REPORT

OCTOBER 2017



Fire, Rescue, Calls for Service.....	159
Emergency Medical Calls.....	254
Training Hours.....	594
Public Relations/Education Events....	42

HIGHLIGHTS

Fire Prevention Month: October is Fire Prevention Month. We had a great time visiting the elementary schools within the Fire District to share fire safety and prevention information.

Apparatus: Our Heavy Squad is now in service and will be a valuable addition to our fleet.

Milestones: Lt Hensley and A/O Crossland celebrated 15 yrs of service with CFD2. We're proud to have them on our team!



Apparatus Operator
Shaun Crossland
15 Years

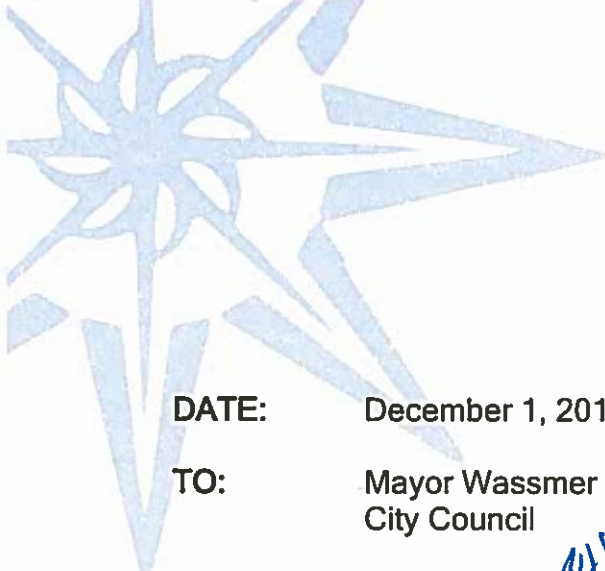


Lieutenant
Justin Hensley
15 Years

TRAINING

- Flow Path
- Driver Training
- EMS Training
- Began Driver Testing and Promotional Process






THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: December 1, 2017

TO: Mayor Wassmer
City Council

FROM: Wes Jordan 

SUBJECT: DECEMBER PLAN OF ACTION

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

- Council Retreat Session - Mayor/Jori/Wes (12/17)
- Committee Assignments - Joyce/Mayor (12/17)
- Committee Appointments - Joyce/Mayor (12/17)
- Newly Elected Swearing In Process - Mayor/Katie (12/17)
- December Planning Commission Packet - Joyce/Wes (12/17)
- Arts Council Beverage License - Joyce/Wes (12/17)
- New Employee Orientation - Wes (12/17)
- Security Ordinance Amendment - Joyce (12/17)
- Village Square/Public Input Review - Staff/Committee (12/17)
- Tax Exemption/New Park Purchase - Joyce (12/17)
- United Community Services Presentation - Lisa (12/17)
- Village Voice Articles - Meghan/Staff (12/17)

The following projects were added on November 13th:

- Environmental Committee Presentation Follow Up - Alley/Wes (11/17)
- State Bonding Requirements & Impact - PD/Court/Wes (11/17)
- Banner Policy - Keith/Melissa (11/17)
- Phase II Building Design Initiative - Chris/Wes (11/17)
- Blue Light Intersection Addition Public Information - PD (11/17)
- Countryside East HOA Presentation - Keith (11/17)
- Village Vision Update Process - Chris/Wes (11/17)
- 69th Street One-Way Signage/Community Input - Keith (11/17)
- 67th Street Traffic Calming/Community Input - Keith (11/17)
- Live Streaming - IT Staff (11/17)
- Council Policy Website Update - Meghan/Joyce (11/17)
- Annual Employee Luncheon - Megan (11/17)
- Mayor's Holiday Dinner - Meghan (11/17)

In Progress

- Electric Vehicle Charging Station Follow Up - Wes (11/17)
- North Park Church Demo RFP - Keith/Melissa (11/17)
- 2017 Employee Evaluations - Dept. Supervisors (11/17)
- 2018 Salary Resolution - Amy (11/17)
- Lifeguard Staffing - Alley (11/17)
- Exterior Grant Presentation - Dan/Alley/Wes (11/17)
- First Washington Annual Update - Wes (11/17)
- Prairie Baptist Parking Lot Presentation - Keith/Melissa (11/17)
- Concealed Carry Sign Compliance - Chief/Wes/Keith (11/17)
- KC Christian Design Adjustment - Chris/Wes (11/17)
- JOCO Park Programming Partnership - Alley/Wes (11/17)
- Annual Contracts - Joyce (11/17)
- Active Shooter Training - Capt. Roberson (10/17)
- Website Update by Ward - Meghan (10/17)
- Codes Update Presentation - Codes/Wes (10/17)
- Meadowbrook Expenditure Review - Lisa/Keith/Wes (10/17)
- Drone Ordinance - David Waters (10/17)
- Citizen Survey Project - Dan/Alley (09/17)
- Collections/Court Consideration - Deanna (09/17)
- Meadowbrook Transit Stop - Keith/Wes (07/17)
- Statuary Maintenance - Alley (07/17)
- Small Cell Franchise Fees - David Waters/Wes (06/17)
- City Hall Roof Replacement - PW/Mitch (04/15)
- Update and amend Job Description(s) - Amy/Wes (02/17)
- Franchise Agreements for Small Cells - David W./Quinn/Wes (02/17)
- Cell Tower SUP's - Shannon/Wes (11/16)
- Revise Cell Tower Contracts - Shannon/Wes (10/16)
- Zoning Ordinance Update on SUP's/CUP's - Chris (10/16)
- Amend Wireless Facilities Zoning - David Waters/Wes (10/16)

Completed

- State Bonding Requirements & Impact - PD/Court/Wes (11/17)
- Blue Light Intersection Addition Public Information - PD (11/17)
- Countryside East HOA Presentation - Keith (11/17)
- Prairie Baptist Open Records Request - Keith/Melissa (11/17)
- Council Chamber AV Equipment Project - Alley (07/17)
- Rental License Form Revision - City Clerks/Wes (04/17)
- Animal Enumerations - Joyce (08/17)
- November Planning Commission Packet - Joyce/Chris/Wes (11/17)
- Village Square Public Input Sessions - Staff (11/17)

- Environmental Committee Presentation - Alley/Wes (11/17)
- Tyler/Encode Upgrade - Deana/IT Staff (07/17)
- State Bonding Requirements & Impact - PD/Court/Wes (11/17)

Tabled

- Skate Park Usage Project - Alley (07/17)
- First Washington Proposed Expansion - Wes (08/17)
- MARC Solar Initiative - Wes (05/15)
- Site Plan Audit/R
- Reinspection Process (Per Mayor) - Wes (09/15)
- Abatement limitations on Private Property - Wes/Katie (06/16)
- ADP Replacement Presentation - Amy (03/17)
- Art Council Reappointments - Joyce/Wes (03/17)
- Social Media Policy - (11/17)
- Planning Commission Reappointments - Joyce/Wes (03/17)

**Council Members
Mark Your Calendars
December 4, 2017**

December 2017	Pastel Society in the R.G. Endres Gallery
December 6	Council of Mayors Holiday Social at Lake Quivira Clubhouse
December 8	Mayor's Holiday Volunteer Party
December 8	Artist Reception in the R.G. Endres Gallery
December 15	Employee Holiday Party
December 18	City Council Meeting
December 25	City Offices closed for Christmas Holiday
January 2018	Juried Photography Exhibit in the R.G. Endres Gallery
January 1	City Offices closed for New Year's Day Holiday
January 2	City Council Meeting
January 12	Artist Reception in the R.G. Endres Gallery
January 15	City Offices closed for Martin Luther King, Jr. Holiday
January 16	City Council Meeting