

**COUNCIL COMMITTEE OF THE WHOLE**  
**Council Chambers**  
**Tuesday, January 16, 2018**  
**6:00 PM**

**AGENDA**

**DAN RUNION, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

Discussion regarding the City Hall cell tower contract  
Shannon Marcano

COU2018-02 Consider approval of an agreement with Collection Bureau of Kansas, Inc. (CBK) for collecting outstanding court fines and fees.  
Deana Scott

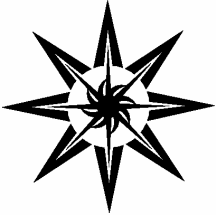
2017 year-end code enforcement report  
Jamie Robichaud

\*COU2018-03 Consider approval of the 2018 recreation fee schedule  
Alley Porter

COU2018-04 Consider approval of an interlocal agreement with Johnson County for the 2018 Stormwater Management Advisory Council (SMAC) Preliminary Engineering Study for Brush Creek at 68th Street and Mission Road.  
Keith Bredehoeft

COU2018-05 Consider approval of an engineering contract with Water Resources Solutions for the Brush Creek Flooding Study near 68th Street and Mission Road  
Keith Bredehoeft

**\*Council Action Requested the same night**



## ADMINISTRATION

Council Committee Meeting Date: January 16, 2018

### Update and discussion regarding maintenance of cell tower and lease agreements

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#### BACKGROUND:

The City currently has lease agreements for the City Hall cell tower with three mobile service providers - Sprint, AT&T, and Verizon. All of the contracts with these service providers expired in April of 2017, and the City has been in discussions since 2017 to negotiate new agreements. When reviewing the existing agreements, staff found that the existing agreements were inconsistent and in need of updating to make our contracts equitable and consistent across the board for each service provider.

The proposed new terms provided by the City to the service providers for discussion are listed below. City staff believes these are fair and reasonable terms:

**1. Set a consistent lease amount for each service provider to \$3,421.83 per month**

Currently, all three service providers pay different monthly rates. AT&T pays the City \$2,116 per month; Sprint pays the City \$3,421.83 per month, and Verizon is currently paying the City \$3,635.69 per month, which is 1.5 times their monthly rate. Their agreement requires them to pay a “holdover rate” of 150% of their normal rate if they occupy space on the tower once their agreement expires. Their actual monthly rate when not in holdover is \$2,423.80 per month. Staff researched what other nearby cities receive for cell tower lease rates, and we found that Sprint’s monthly rate is competitive with nearby cities in Johnson County. The proposed new terms call for a 3% rate increase each year.

**2. Require service providers to split the cost on a conditional inspection of the tower, which is to be conducted every five years**

The tower was originally built in 1990. In 1992, it was torn down and rebuilt by Verizon and deeded to the City. The existing tower is 26 years old, and staff believes an inspection needs to be conducted in order to have a better understanding of the tower’s current condition and maintenance needs. We’ve asked the service providers to split the cost of this conditional inspection every five years, which is estimated to cost about \$2,300 per inspection.

**3. Require service providers to use an engineer selected by the city to conduct a structural analysis any time equipment modifications are made to the tower**

We currently require these structural analyses to be completed before modifications can be made, but service providers are currently permitted to use an engineer of their choosing. This has caused issues for the city in the past due to engineers for each service provider having conflicting findings in their actual load analysis. Staff is concerned about the accuracy of the findings since this is not an “on site” inspection process. Staff has proposed one engineer at the City’s direction perform the load assessment for consistent application, since the tower is at capacity. The estimated cost of this type of analysis is \$1,750.

4. **Require service providers to share the cost of maintenance on the tower**  
Staff has requested that the cost of maintaining the tower be split equally amongst the three service providers. Both Sprint and Verizon have agreed to help with maintenance costs in the past, per previous contract language; however, the most recent comments from the companies have stated that they believe the city should be responsible for any maintenance on the tower since the City owns the tower and they pay the City rent. Currently, there are no city funds budgeted for maintenance of the cell tower. In addition, the enclosure around the tower is in need of improvements. Staff is currently getting estimates for the improvements, but the first estimate we received anticipates a total cost of \$53,000 for necessary repairs.
5. **Set the lease term to five years, subject to renewal for another five year period.**  
The most recent AT&T agreement had a term of 25 years, with a rate increase every 5 years. The most recent Verizon agreement had a term of 25 years, with a 3% annual rate increase. The most recent agreement with Sprint had a term of 5 years, with an option to renew until the expiration of the Special Use Permit on April 1, 2017

The City has not yet received comments back from Sprint regarding our proposed terms.

AT&T has stated that they are not in favor of paying for maintenance on the tower and that they do not think a conditional inspection on the tower every five years is needed. They added that they would be agreeable to all of the other terms if the City is willing to reduce the rate increase outlined in their existing agreement, which is 15% every five years.

Verizon has stated that they believe the City should be responsible for the conditional inspection and maintenance of the tower. They have not expressed opposition to any other proposed terms at this time.

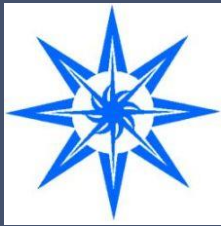
## **RECOMMENDATION**

Staff is now in a position that we are requesting direction from the council regarding the negotiations on the proposed terms. All three cell companies are operating under expired contracts, but are still paying rent, and there has been a lack of responsiveness and urgency on their part in negotiations. Staff would like feedback and direction from the council on the following options:

1. Continue to negotiate the terms as proposed by the City
2. Revise the proposed terms based on council feedback
3. Renew the agreements with the existing terms (which would result in inconsistent rent, renewals, and inspections, and require the City to be responsible for all maintenance)
4. Terminate the agreements and operation of the tower (which would result in an annual loss of revenue of approximately \$80,000 and possible loss of mobile service for city residents)

## **PREPARED BY**

Jamie Robichaud  
Assistant City Administrator  
Date: January 9, 2018



# City of Prairie Village Cell Tower Lease Agreement Discussion





# Cell Tower History

- **Original tower built in 1990**
- **Existing tower built in 1992 by Verizon**
- **Tower was deeded to the City by Verizon in 1992**
- **Lease agreements exist with 3 service providers**
  - **AT&T** (lease expired in April 2017, with option to renew until 2042 with notice provided to City – no notice was provided, but continues to pay agreed upon lease rate)
  - **Verizon** (lease expired in April 2017 – Verizon is currently paying holdover rate of 150%)
  - **Sprint** (lease expired in April 2017 – continues to pay agreed upon lease rate even though out of contract)



# Current Lease Rates

Cell Company	Monthly Lease Rate	Rate Increase in Existing Agreement
AT&T	\$2,116	15% every 5 years
Verizon	\$2,424 (holdover = \$3,636)	3% every year
Sprint	\$3,422	3% every year

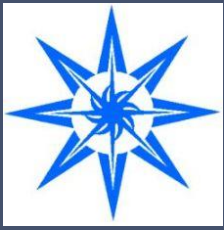




# Goals of Revising Lease Agreements

- **Ensure agreement terms and lease rates are consistent and equitable for all mobile service providers**
- **Ensure the tower is safe by requiring an engineer selected by the city to do an in-depth conditional inspection every 5 years and a structural analysis any time equipment is added or removed on the tower**
  - The city has no record of a conditional inspection ever being completed on this tower
- **Address maintenance needs on the tower and develop a plan to pay for needed improvements**
  - Brick wall enclosure around the tower is in need of repair. First estimate to repair came in at \$53,000

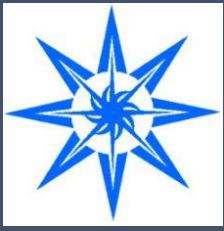




# Proposed Terms of New Agreements

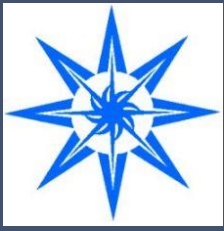
- Set a consistent lease amount for each service provider to \$3,421.83 per month, with 3% rate increases each year
- Require service providers to split the cost on a conditional inspection of the tower, which is to be conducted every five years by an engineer selected by the City
- Require service providers to use an engineer selected by the City to conduct a structural analysis any time equipment modifications are made to the tower
- Require service providers to share the cost of maintenance on the tower
- Set the lease term to five years, subject to renewal for another five year period





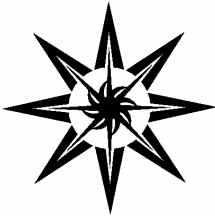
# Response from Cell Companies

- **AT&T**
  - Not in favor of paying for maintenance on tower
  - Not in favor of paying for conditional inspection
  - Do not believe a conditional inspection every 5 years is needed
  - Willing to agree to all other terms if City reduces their lease rate
- **Verizon**
  - Not in favor of paying for maintenance on the tower
  - Not in favor of paying for conditional inspection
- **Sprint**
  - No comments received



# Options & Council Feedback

1. Continue to negotiate the terms as proposed by the City
2. Revise the proposed terms based on council feedback
3. Renew the agreements with the existing terms
4. Terminate the agreements and cease operation of the tower



## MUNICIPAL COURT

Council Committee Date: January 16, 2018  
City Council Meeting Date: February 5, 2018

**COU2018-02:** Consider contracting with Collection Bureau of Kansas, Inc. (CBK) for collecting outstanding court fines and fees.

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### RECOMMENDATION

Staff recommends a motion to approve an agreement with Collection Bureau of Kansas, Inc. (CBK) and allow the Mayor to execute said agreement.

### BACKGROUND

Approximately two years ago, scrutiny of municipal courts began due to a number of national advocacy groups challenging municipal court bonding practices. Because of this scrutiny, the Kansas Supreme Court announced in September of 2017 the appointment of an Ad Hoc Committee on Bond Practices, Fines, and Fees in Municipal Courts to address best practices in Kansas municipal courts. Judge Karen Torline is one of eighteen Judges and/or attorneys appointed to this committee. In light of this scrutiny and the current perception that court practices are designed to create revenue rather than guarantee individuals appear in court, both Judge Torline and Judge DeCicco consider initiating a collection process necessary.

The collection process would alleviate the need to issue warrants on cases that are waiting for payment; therefore, alleviating the perception of incarcerating for nonpayment. Additionally, this process will alleviate defendants incurring additional fees, such as warrant and jail fees. This process will in no way eliminate an individual's ability to appear in court to discuss payment options and/or indigence but will be used for individuals that repeatedly fail to appear in court.

Staff reviewed numerous collection companies and found CBK to be the most logical choice due to their ability to provide both regular collections and collections through the State of Kansas Debt Setoff program. The Kansas Setoff program allows the Kansas Department of Administration to set off monies that the State of Kansas owes vendors and individuals, such as tax returns, against the debts that those individuals owe the state of Kansas or other governmental entities, such as municipalities. This will require less staff time for both submitting and monitoring collections.

### FUNDING SOURCE

No cost to the city. All collection fees are paid by the defendant. CBK would receive 30% on all amounts collected.

## **ATTACHMENTS**

- Office of Judicial Administration News Release regarding Ad Hoc Committee
  - CBK Government Client List
  - CBK Collection Agreement
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Prepared By:

Deana Scott

Court Administrator

Date: January 5, 2018



# Kansas Courts News Release

## *Office of Judicial Administration*

### FOR IMMEDIATE RELEASE

September 25, 2017

Contact:

Lisa Taylor  
Public Information Director  
785-296-4872  
[taylorl@kscourts.org](mailto:taylorl@kscourts.org)

### **Supreme Court committee to review municipal court practices**

TOPEKA — An ad hoc committee appointed by the Kansas Supreme Court will review bonding practices, fines, and fees of Kansas' municipal courts to compile a "best practices" model for the courts to follow.

The committee will report its findings to the head of the Supreme Court's Office of Judicial Administration and to the League of Kansas Municipalities within a year.

The action follows a national effort to improve community court practices, some of which have been criticized for adversely affecting the economically disadvantaged.

The committee, appointed by Chief Justice Lawton R. Nuss in an order signed September 6, is tasked with studying current municipal court practices, examining the practices in other courts across the country, and compiling proposed changes.

"The Supreme Court wants to ensure that the rule of law remains paramount in the Kansas system of justice," Nuss said. "The important work of this committee should be of great help in not only maintaining fair and impartial courts for all but also recommending improvements where needed."

The Kansas Supreme Court has constitutional oversight of all courts in the state, although local municipalities are responsible for funding their local courts and appointing and paying judges. The Office of Judicial Administration implements the rules and policies of the Supreme Court and oversees the operation and administration of the judicial branch.

Issues on bonding practices, fines, and fees came to the forefront two years ago when a number of national advocacy groups began challenging municipal court practices, arguing they were designed to create revenue rather than guarantee those arrested would show up for court.

Judge Brenda Stoss, who is municipal judge in Salina and New Cambria, will chair the ad hoc committee.

"This group provides a vehicle to study recent developments and review the current practices of courts in our state to provide Kansas courts with the practical information they seek," she said.

Judge Amie Bauer, a municipal judge for Canton and Moundridge and current president of the Kansas Municipal Judges Association, said it is important to undergo this type of evaluation of municipal courts.

"By evaluating current practices and procedures across the state and developing some best practices, all Kansans will benefit, considering they are directly or indirectly affected by the judicial system in one way or another," said Bauer, who also is serving on the committee.

Judge Katie McElhinney, municipal judge in Olathe and a member of the new ad hoc committee, said she has spoken about the topic the past two years at the Kansas Municipal Judges Association annual conference. The Supreme Court committee's recommendations, she added, will have an even bigger impact.

"I think that by attacking this from a three-prong approach — the League of Kansas Municipalities, the Office of Judicial Administration, and the Kansas Municipal Judges Association — that we can get out best practices by going through city administrators and city attorneys, as well as through KMJA," she said.

In addition to Stoss, Bauer, and McElhinney, those named to the Ad Hoc Committee on Bonding Practices, Fines, and Fees in Municipal Courts are:

- Steve Baccus, municipal judge, Bennington, Minneapolis, Tescott, and Culver
- Timothy Fielder, municipal judge, Girard, Frontenac, and Cherokee
- Anthony Haffner, municipal judge, Oakley, Selden, Hoxie, and Hill City
- Jennifer Jones, municipal judge, Wichita
- Thomas Kemp, municipal judge, Elkhart
- Ken Lamoreaux, municipal judge, Waterville and Marysville
- Daniel Love, municipal judge, Dodge City
- Jason Maxwell, municipal judge, Sublette, Liberal, and Satanta
- Scott Miller, municipal judge, Lawrence
- Bradley Ralph, city attorney, Dodge City
- Richard Ress, municipal judge, Colby, Atwood, Brewster, and Rexford
- Maurice Ryan, municipal judge, Kansas City, Kan.
- Amanda Stanley, legal counsel, League of Kansas Municipalities
- Karen Torline, municipal judge, Shawnee, Roeland Park, Edgerton, and Prairie Village
- Scott Wright, municipal judge, Beloit

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*Resources for reporters:*

The Kansas Supreme Court [order](#) establishing the ad hoc committee.

The National Task Force on Fines, Fees, and Bail Practices [Resource Center](#).

The National Center for State Courts [2017 report](#) on trends in state courts.



Collection Bureau of Kansas, Inc.

866-858-3636

Government Clients

**State Departments/Agencies:**

- 1. 1<sup>st</sup> Judicial District
  - Leavenworth, KS County
  - Atchison, KS County
- 2. 6<sup>th</sup> Judicial District
  - Bourbon, KS County
  - Linn, KS County
  - Miami, KS County
- 3. 15<sup>th</sup> Judicial District
  - Cheyenne, KS County
  - Logan, KS County
  - Rawlins, KS County
  - Sheridan, KS County
  - Sherman, KS County
  - Thomas, KS County
  - Wallace, KS County
- 4. 17<sup>th</sup> Judicial District
  - Decatur, KS County
  - Graham, KS County
  - Norton, KS County
  - Osborne, KS County
  - Phillips, KS County
  - Smith, KS County
- 5. 23<sup>rd</sup> Judicial District
  - Ellis, KS County
  - Gove, KS County
  - Rooks, KS County
  - Trego, KS County
- 6. 26<sup>th</sup> Judicial District
  - Grant, KS County
  - Haskell, KS County
  - Morton, KS County
  - Seward, KS County
  - Stanton, KS County
  - Stevens, KS County
- 7. 30<sup>th</sup> Judicial District
  - Barber, KS County
  - Harper, KS County
  - Kingman, KS County
  - Pratt, KS County
  - Sumner, KS County
- 8. 31<sup>st</sup> Judicial District
  - Allen, KS County
  - Neosho, KS County
  - Wilson, KS County
  - Woodson, KS County
- 9. Kansas Department of Health & Environment

**Counties:**

- 1. Shawnee County
- 2. Norton County





Collection Bureau of Kansas, Inc.

866-858-3636

**Government Clients**

**Municipalities:**

1. City of Shawnee
2. City of Osawatomie
3. City of Topeka
4. City of Leoti
5. City of Basehor
6. City of Junction City
7. City of Valley Center
8. City of Baldwin City
9. City of Spring Hill
10. City of Lindsborg
11. City of Clay Center
12. City of Wamego
13. City of Horton
14. City of Goessel
15. City of Phillipsburg
16. City of Dodge City
17. City of Scranton
18. City of Bronson
19. City of Holcomb
20. City of Ingalls
21. City of Madison
22. City of Uniontown
23. City of Lakin
24. City of Grandview Plaza
25. City of Fairway
26. City of Olpe
27. City of Auburn
28. City of Pleasanton
29. City of Salina
30. City of Winona
31. City of S. Hutchinson
32. City of Mound City
33. City of Minneola
34. City of Parsons
35. City of Lyndon
36. City of Atwood
37. City of Sedan
38. City of Erie
39. City of La Cygne
40. City of Edna
41. City of Louisburg
42. City of Russell
43. City of Herington
44. City of Stafford
45. City of Gypsum
46. City of Columbus
47. City of Cheney
48. City of Hoisington
49. City of Newton
50. City of Clearwater
51. City of Concordia
52. City of Neodesha
53. City of Merriam
54. City of Wellington
55. City of Osage City
56. City of Mount Hope
57. City of Norton
58. City of Iola
59. City of Hays
60. City of Mound Valley
61. City of Lincoln Center
62. City of Manhattan
63. City of Eureka
64. City of Wakefield
65. City of Oberlin
66. City of Conway Springs
67. City of Eudora
68. City of Cherryvale
69. City of Baxter Springs
70. City of Haysville
71. City of Caldwell



**Collection Bureau of Kansas, Inc.**  
**COLLECTION CONTRACT**

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of February, 2018 by and between Collection Bureau of Kansas, Inc., a corporation hereinafter referred to as "AGENCY" and, City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as "CLIENT".

WITNESSETH:

WHEREAS, CLIENT desires to submit various accounts for collections on a non-exclusive basis; and WHEREAS, Agency desires to accept and pursue said claims; NOW THEREFORE, in consideration of mutual covenants herein contained, the parties hereto do agree as follows:

1. Agency will use its best efforts and resources to affect collections. Collection efforts will continue on all Client accounts unless Agency or Client has canceled efforts on the accounts and so notified Client. Collection activities shall be in compliance with Federal, State and Local laws or regulations, including the Fair Debt Collection Practices Act, and be courteous and business-like, consistent with the image and reputation of Client. Client warrants, to the best of their ability, that all accounts are valid and legally enforceable debts. That client will send accurate and legitimate claims and agrees further to cooperate with Agency in the investigation of the same, which includes providing documentation supporting the claim as may be requested by Agency, and to keep Agency apprised of any changes in circumstance or information regarding the same. Agency shall be entitled to the contingency fee and costs on the accounts turned as stated below, upon the Agency sending its first communication to Debtor.
2. Fees and Charges
  - a. ACCOUNT RECEIVABLES AND FINES/FEES; Agency shall charge and Client agrees to pay Agency **30 %** on all principal amounts collected, excluding interest. Agency shall retain seventy-five (75) percent of any interest collected, and pay to Client the balance (25%) of any such interest collected Agency and Client agree that each party will be returned 100% of all costs advanced in any collection action, provided such costs were approved in advance by Client. These fees shall be reimbursed first to the Client and then to the Agency in the collection process.
  - b. CHECKS; At the election of the Client, Agency will collect on those returned checks that are sent both electronically and manually. Agency will pay the Client **100%** of the face amount collected and **0 %** of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency will also pay the Client **0 %** of any damages collected on any check that is collected through legal action. Agency shall retain any costs of collections assessed pursuant to statute. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10<sup>th</sup> of the following month. Check Clients must provide the attached Addendum A, with this agreement.
  - c. REFERRAL TO ATTORNEY; The Agency shall institute legal proceedings in the name of Client with the attorney of Agency's choosing. This includes the selection of local counsel that may appear on behalf of Client. Client has the right to object to the use of any attorney with good cause, to include conflicts. All litigation instituted shall be in the name of the Client and all court costs/ surcharges and other litigation expenses shall be paid by the Client and will be advanced by Agency and said funds will be deducted off the following Client's transmittal disbursement to reimburse the Agency.
    - i. The fees stated in (b) and (c) are intended to cover a routine case through the district court level. Unusual situations, such as counter claims, appeals, or bankruptcy litigation are not covered. In the event of such unusual situation, cross petition or any other claim, Agency will advise Client (in a timely matter). Client has the option to either recall the matter and defend the counter claim or have the Agency's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
    - ii. In the event that Client's cases or claims are referred out of state, the contingency fee agreement shall be increased to 50%, as allowed by law.

d. MISCELLANEOUS; \_\_\_\_\_

3. STATEMENTS; The Agency will submit to Client, monthly statements of the net amount received the previous calendar month, by the 10<sup>th</sup> of the month following collection, along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at \_\_\_\_\_ or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.
4. RECORDS; The Agency will maintain records as they pertain to each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.
5. COMPROMISE SETTLEMENT; Client expressly authorizes Agency to settle and/or compromise any claim for 80% of the total outstanding balance due at Agency's discretion. Agency shall not make any compromises less than 80% of the balance, without the Client's prior approval.
6. TERM; This Agreement shall remain in full force and effect for twenty-four (24) months. This contract shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this agreement, unless notice is received by either party of intent not to renew at least 90 days prior to the anniversary date.
7. TERMINATION; Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts which judgment has been rendered through the means of legal action that is, referral to attorney as provided above, Agency will charge, and Client agrees to pay, the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.
8. REPORTS; Agency shall submit the following reports to Client monthly:
  - a. Acknowledgment (Report sent based on when Client turns accounts...monthly, bi monthly or weekly)
  - b. Cancellation/Deletion
  - c. Transmittal/Client Statement
9. INDEMNITY;
  - a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney's fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and forwardees, or any of them from failure of the Agency to comply with the provisions of this Agreement.
  - b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney's fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.
10. GENERAL PROVISIONS;
  - a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
  - b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
  - c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
  - d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
  - e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective when received.
  - f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. All actions and demands shall be made at the venue in the courts of Shawnee County in the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
  - g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Agency may terminate this Agreement at any time upon written notice to Client. In the event Agency changes the rates or fees, Client may terminate this Agreement immediately. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.

11. CONFIDENTIALITY; Agency shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes, and shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood the Agency's obligation not to disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement nor will the terms and conditions of this agreement be disclosed to anyone or an entity without written authorization.
12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.
13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.
14. Where applicable, and for all consumer debts, Agency further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.
15. Any and all notices required herein, shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate pursuant to all requisite authorizations as of the date first above written

**CITY OF PRAIRIE VILLAGE, KANSAS**

\_\_\_\_\_  
Laura Wassmer, Mayor

**ATTEST:**

\_\_\_\_\_  
Joyce Hagen-Mundy, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Catherine P. Logan, City Attorney

AGENCY:

Collection Bureau of Kansas, Inc.

Address:

3615 SW 29<sup>th</sup> St

Topeka, KS 66614

Authorized Representative:

Name: \_\_\_\_\_ (please print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



Collection Bureau of Kansas, Inc.

## Addendum A

### *Bank Mail Release / Authorization:*

Merchant agrees that all checks forwarded to CBK will be one of the following;

- Primary Checks will come directly to CBK from the Merchant's Bank after only one submission.
- Secondary Checks will come to CBK from either the Merchant, Merchants Bank or from a party determined by the Merchant to forward to CBK.

*(Primary Checks must fill out below)*

*Dear Bank Officer,*

*Please forward all unpaid items immediately after first presentment to the address indicated below. This new address and authorization will be in effect unless cancelled in writing. Thank you for your immediate attention.*

Authorize Signer: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print name)

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

Bank Name: \_\_\_\_\_

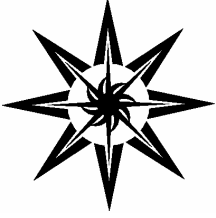
Address: \_\_\_\_\_

ABA #: \_\_\_\_\_ ACCT #: \_\_\_\_\_

Our Client # \_\_\_\_\_ (for company use)

*Returns should be sent to our collection company after 1<sup>st</sup> presentment at;*

Collection Bureau of Kansas, Inc.  
3615 SW 29<sup>th</sup> St  
Topeka, KS 66614  
785-228-3636  
785-271-6211 (fax)



## ADMINISTRATION

Council Committee Meeting Date: January 16, 2018

### 2017 Year-End Code Enforcement Report

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#### BACKGROUND:

The council approved an additional code enforcement FTE in late 2015 to invest in a more proactive approach to code enforcement throughout the community. Council members recently requested an update from staff on the current code enforcement program.

In 2017, 1,238 code enforcement cases were opened. 70% of these cases were self-initiated, while 27% were complaint-driven. The remaining 3% of cases were opened based on violations found during rental inspections. The total resolution time in 2017 from the time a case was opened until it was closed was 32 days.

Significant progress in each of these areas has been made since an additional full-time code enforcement officer was brought on staff in late 2015:

- Total number of code enforcement cases from 2014 to 2017 increased 43%
- Total number of proactive cases from 2014 to 2017 increased 88%
- Total number of complaint-driven cases from 2014 to 2017 decreased 39%
- The resolution time from 2014 to 2017 decreased by 46%, or 27 days
- Total rental inspection violations from 2014 to 2017 decreased by 26%; however, we saw an increase of 60% in violations from 2014 to 2016 and are now experiencing much better compliance with property maintenance codes on rental properties

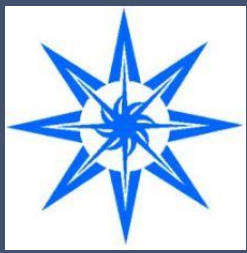
#### ATTACHMENTS

Code Enforcement presentation

#### PREPARED BY

Jamie Robichaud  
Assistant City Administrator  
Date: January 11, 2018





# City of Prairie Village 2017 Code Enforcement Year-End Update

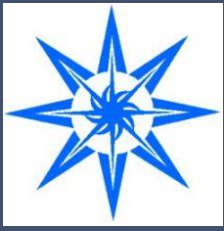


07/26/2017 11:29



## Goals of Code Enforcement

- Address and correct code violations with a reasonable and uniform approach
- Promote beautification of the community through the enforcement of responsible property maintenance

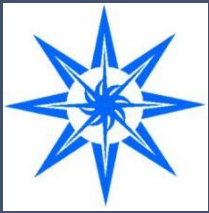


# Overview of Enforcement Guidelines

## Violation vs. Enforcement Action

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

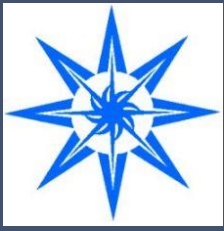




# Overview of Enforcement Guidelines

## Violation vs. Enforcement Action

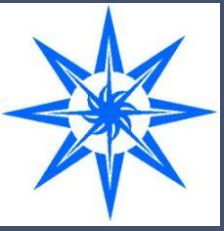
- Fence repairs/replacement: 30 > 60 days
- Trash and debris: 48 hours – 7 days
- Tall grass/weeds: 5 days for occupied property;  
10 days from publication for vacant property
- Ground cover: 30 days
- Dead trees: 30 days
- Outside storage: 48 hours – 7 days
- Screening RVs, boats, & trailers: 30 days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



# Construction Site Code Enforcement

## **Expectations provided to contractors:**

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



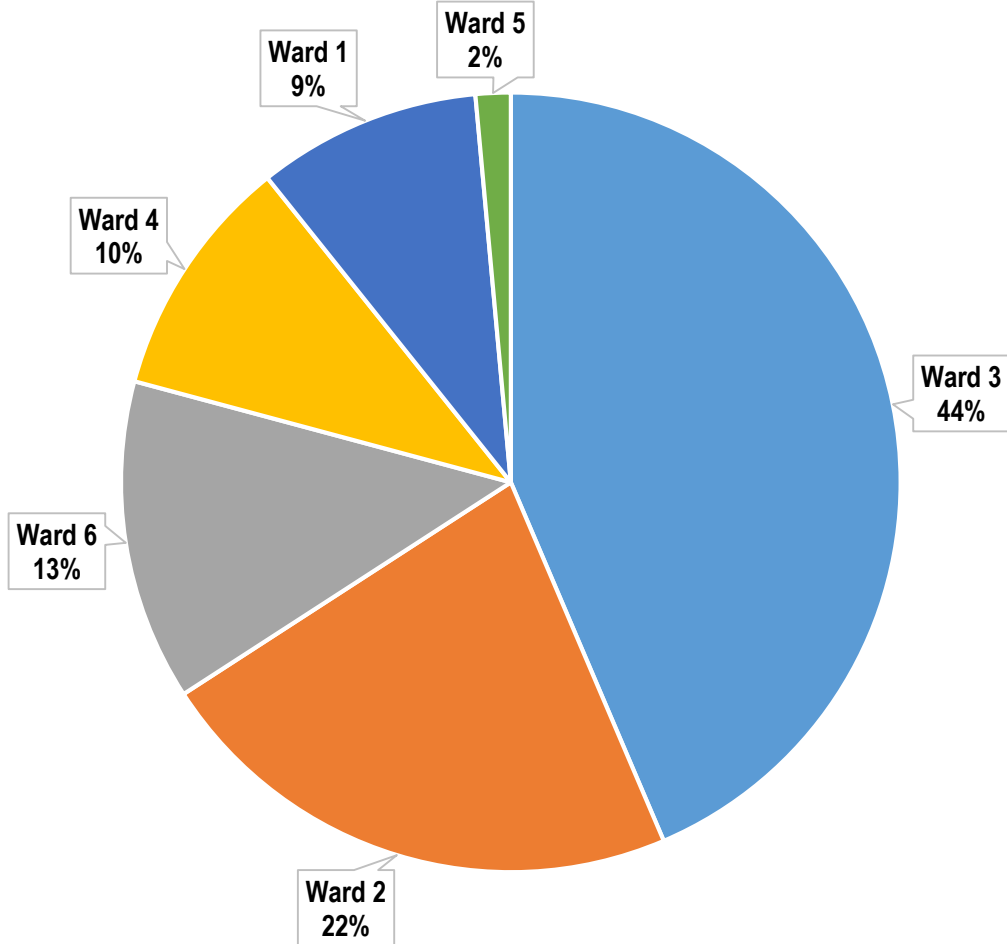
## 2017 By the Numbers

- 1,238 = cases opened
- 32 days = average time to close a case
- 869 proactive cases opened
- 333 reactive cases opened
- 54 violations from rental inspections
- 755 trash container violations

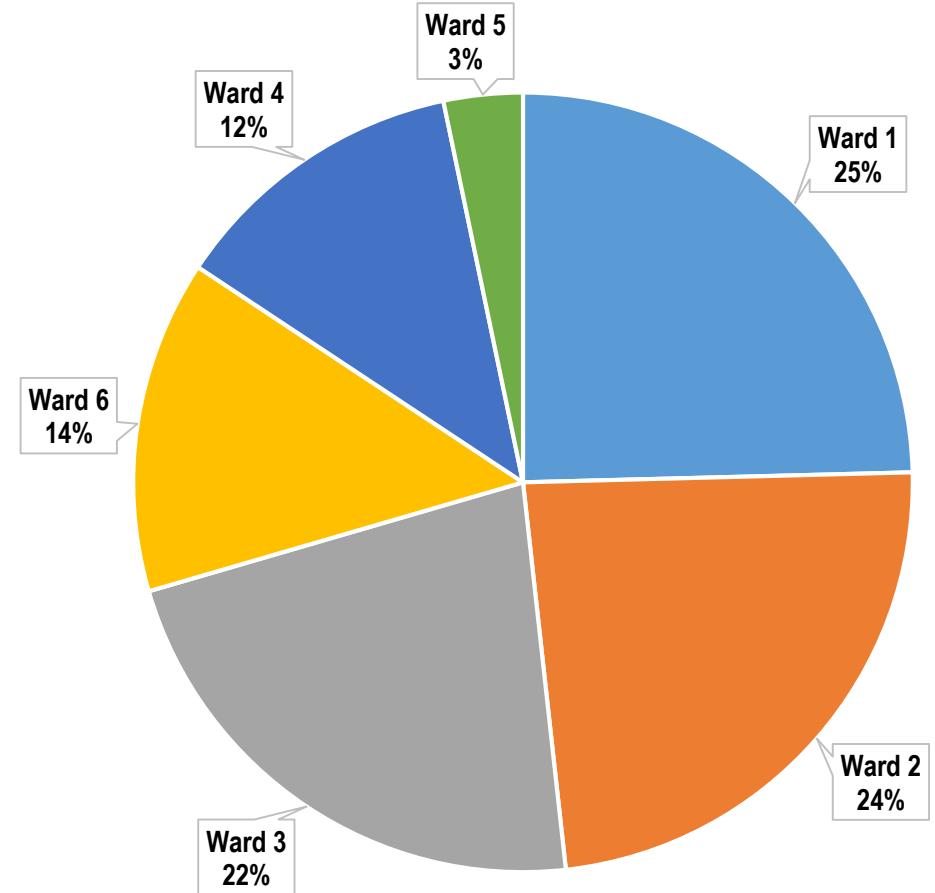


# 2017 Code Enforcement Cases by Ward

Code Enforcement Cases by Ward (including trash containers)



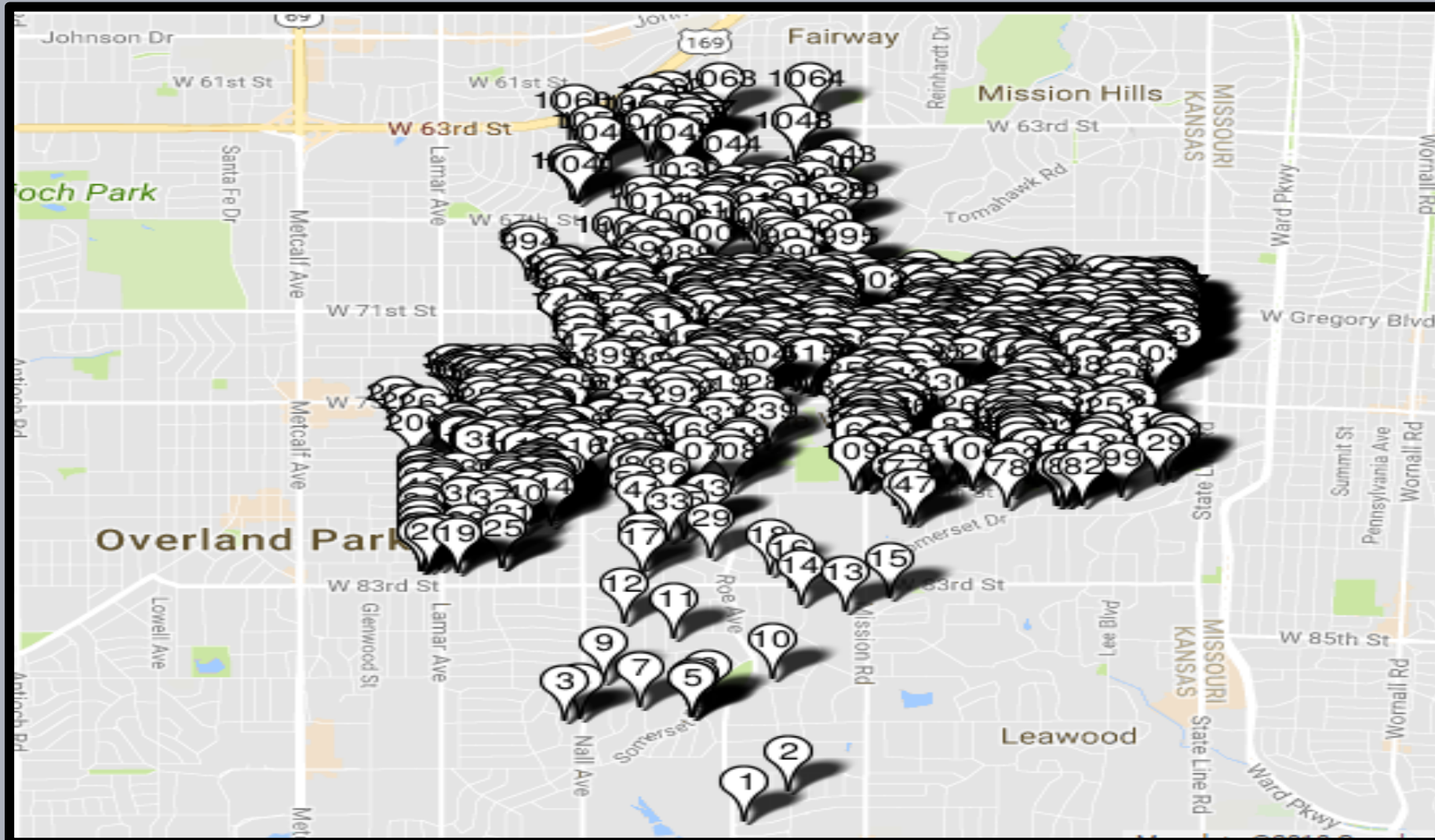
Violations by Ward (excluding trash container violations)





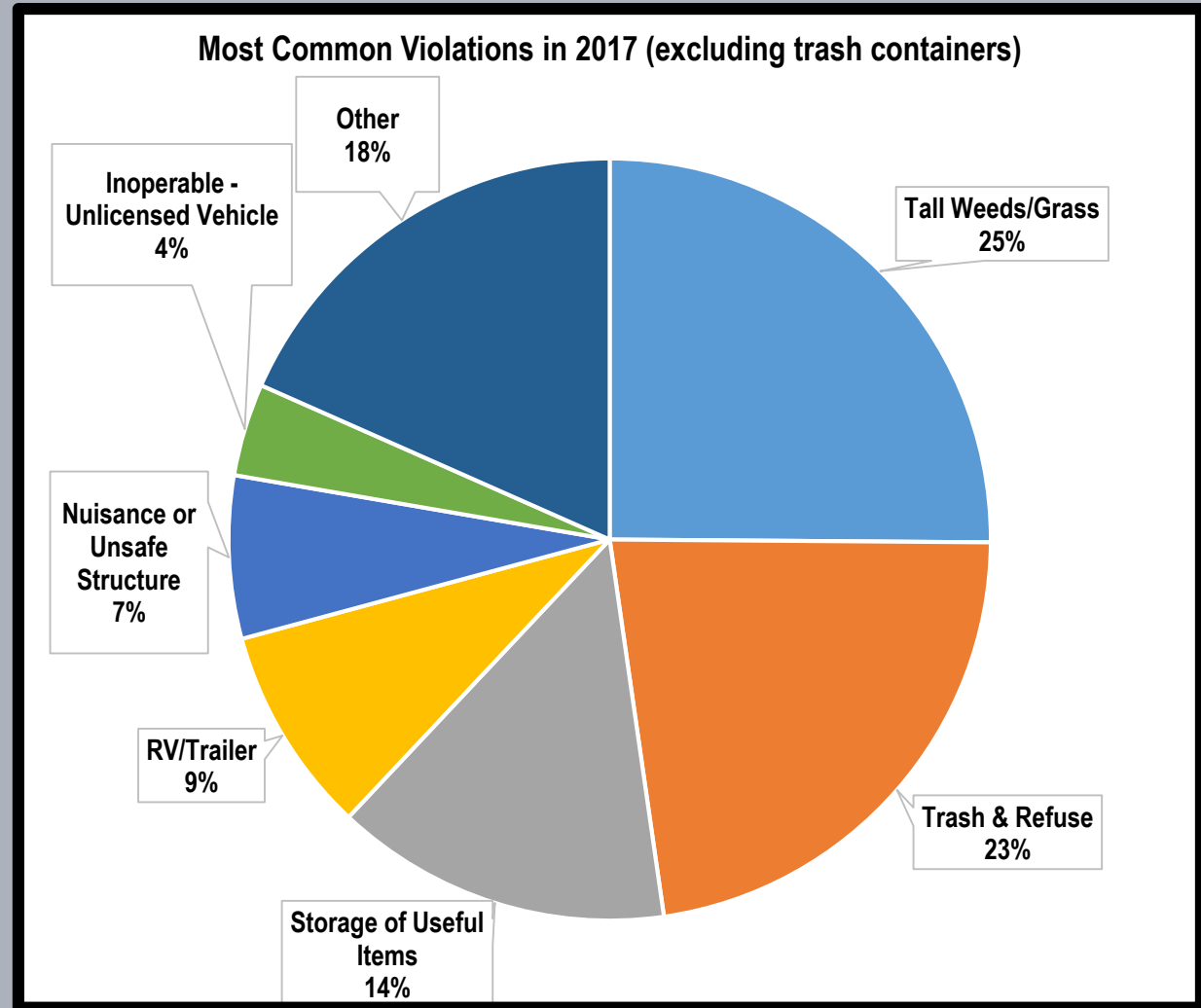
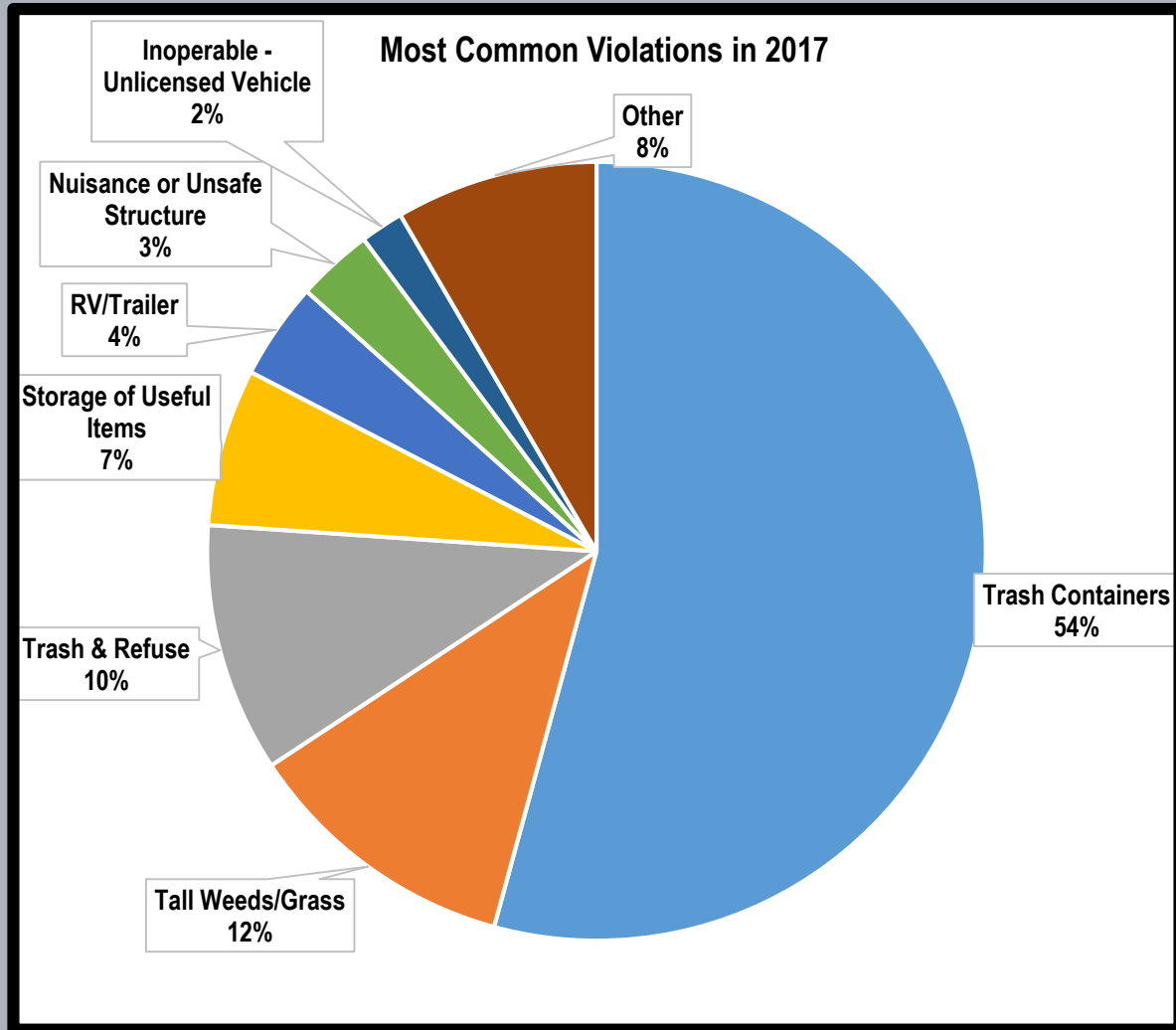


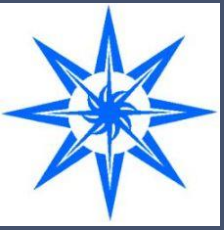
# 2017 Code Enforcement Cases by Ward





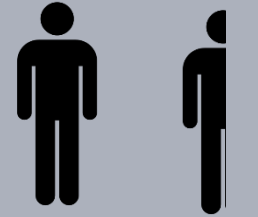
# Most Common Violations in 2017



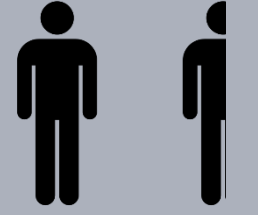


# Code Enforcement FTEs

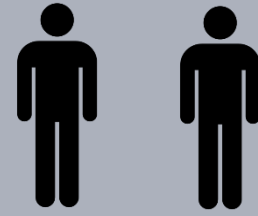
2014



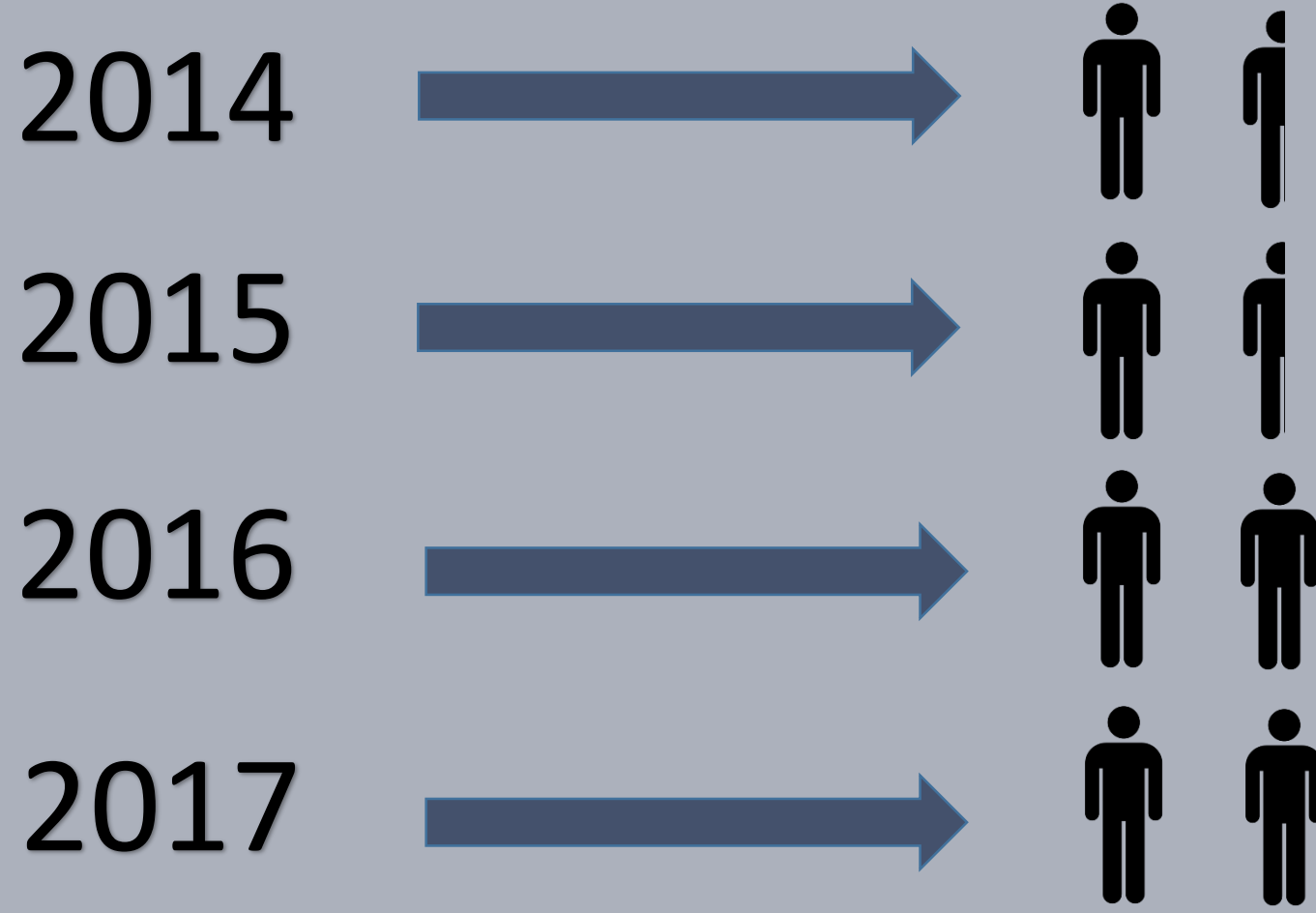
2015



2016

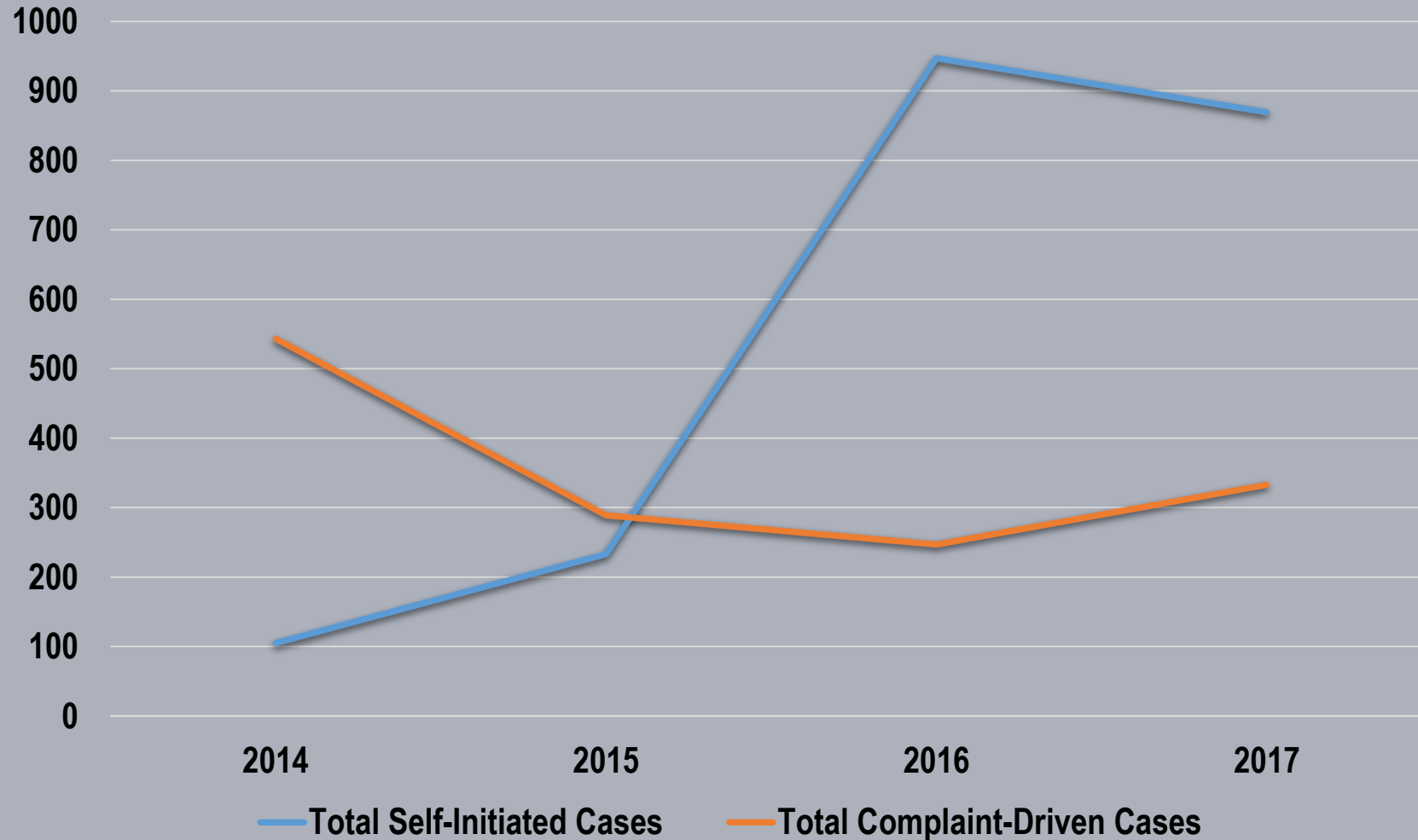


2017



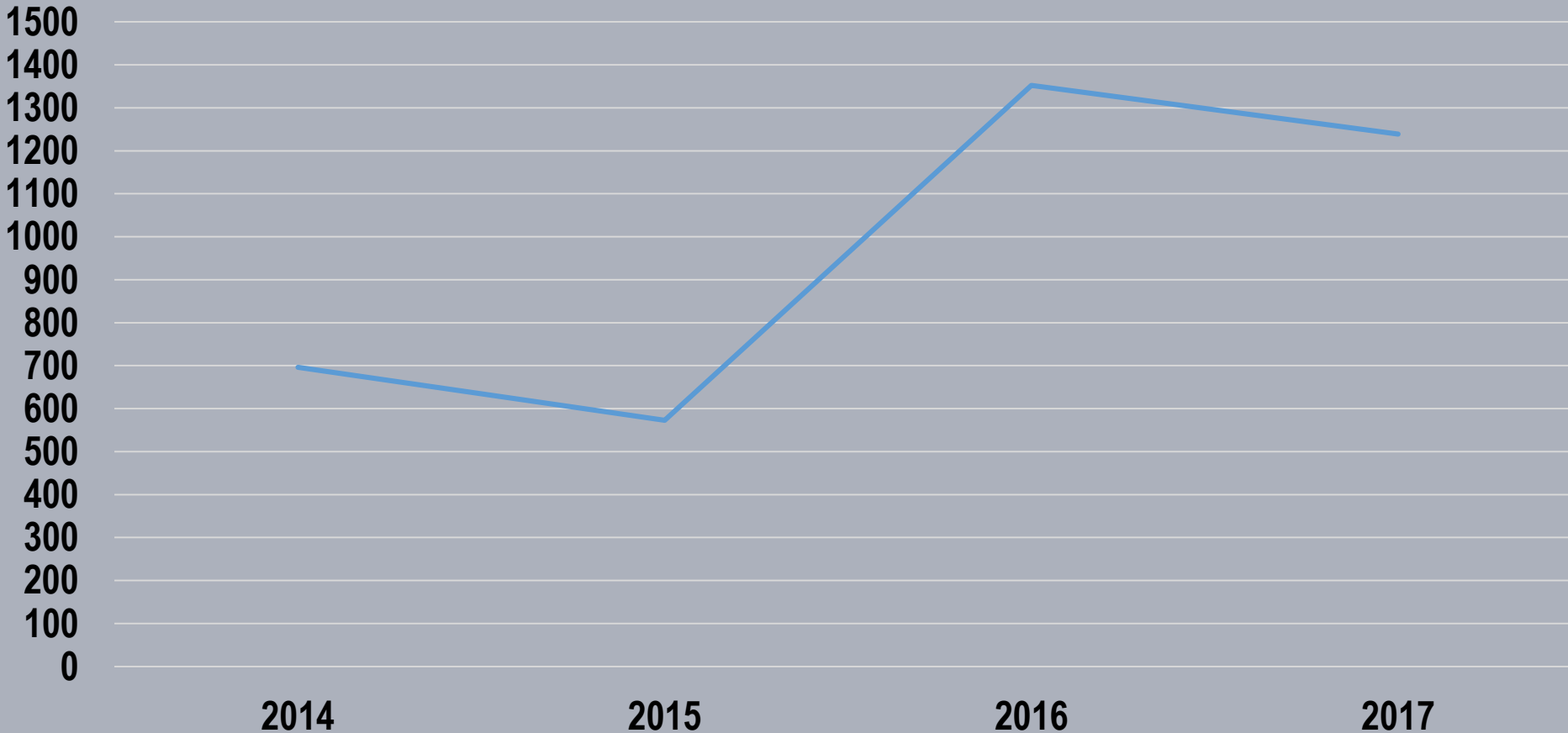


# Proactive vs. Reactive Cases 2014 - 2017





# Total Number of Cases Citywide 2014 - 2017

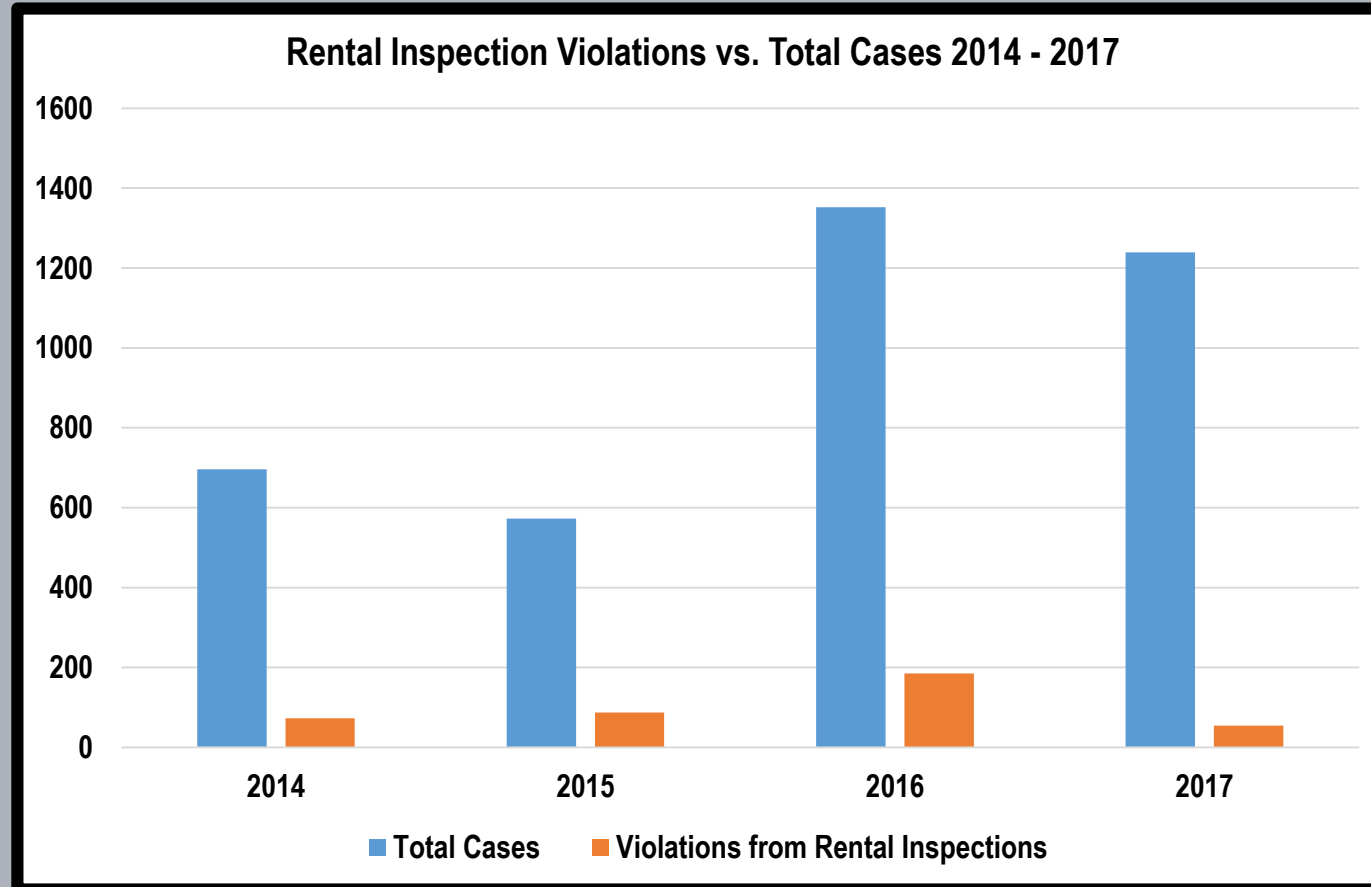


Total number of code enforcement cases from 2014 – 2017 increased 78%

Both 2016 and 2017 cases exceeded the performance target of 900 cases, as outlined in the City's budget book



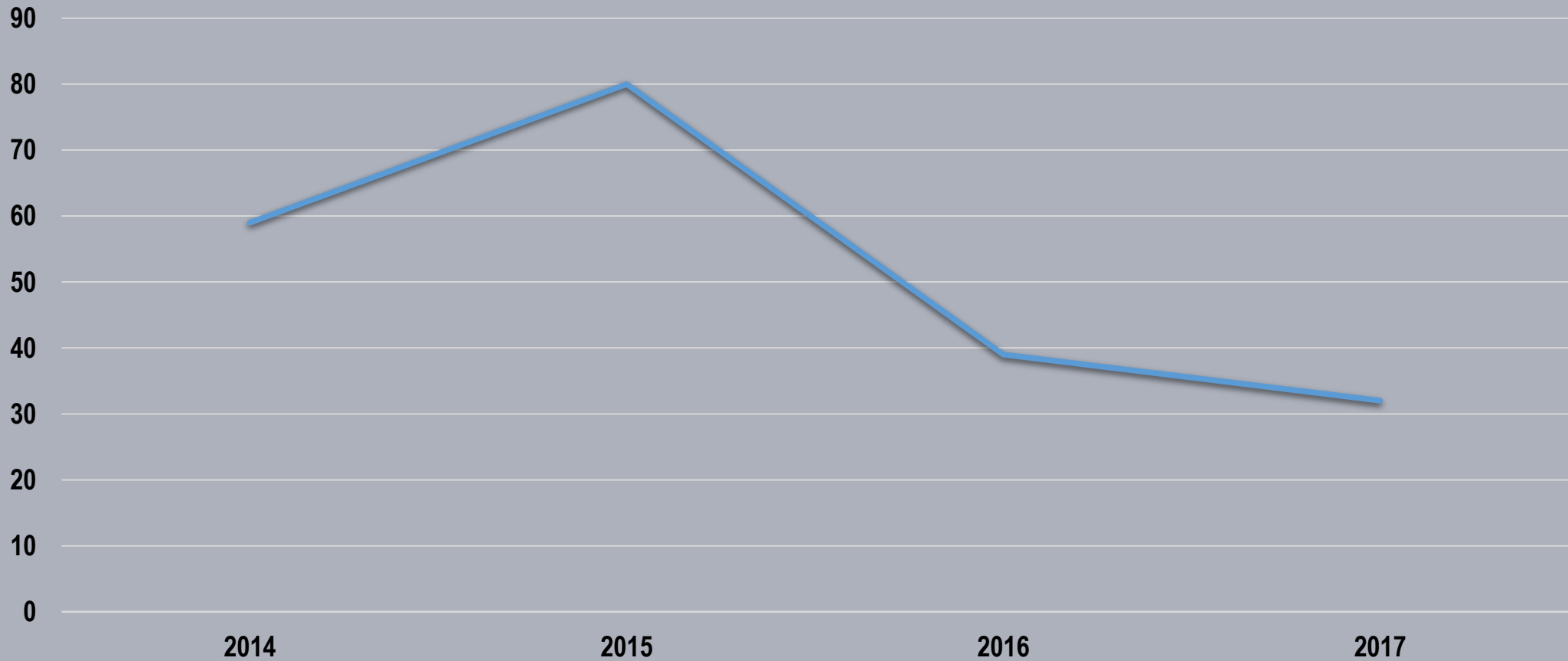
# 2017 Rental Inspections



762 rental inspections completed in 2017



# Resolution Time, 2014 - 2017



The average time to close a case decreased by 46% from 2014 to 2017, going from a 59-day average in 2014 to a 32-day average in 2017.





# Voluntary Compliance – Before and After







# Compliance – Before and After







# Compliance – Before and After







# Compliance – Before and After







# Compliance – Before and After







# Compliance – Before and After





Questions?





## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 10, 2018

Council Committee Date: January 16, 2018

City Council Meeting Date: January 16, 2018

### COU2018-03: Consider 2018 Recreation Fee Schedule

---

#### RECOMMENDATION

Recommend approval of the 2018 Recreation Fee Schedule as approved by the Parks & Recreation Committee.

#### BACKGROUND

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

Since 2016, the City's pool membership structure includes resident/non-resident rates for individuals, seniors, and a 5 swim card. In addition to the change in structure, the Parks & Recreation Committee expressed interest in shifting to a \$5 increment every 3-5 years versus minor increases every year with the goal of having rounded fees (e.g. \$57 vs. \$60). The Committee voted in their January 10, 2018 meeting to make no changes to the current pool membership structure for the 2018 season.

The only changes approved were increasing aquatics lessons from \$40 to \$45 and increasing pool rental fees from \$315 to \$350. Aquatic lessons are taught in a semi-private format and are intended to aid in skills and technique development. Lessons are purchased in packages of (5) 30 minute lessons. 80% of the fee goes to the assistants coaching the lessons to supplement their pay. Patrons are able to rent the Leisure Pool, Slide Pool, and Diving Well as a package any available evening in June or July from 8:30 PM to 10:00 PM. This requires 10 lifeguards and one or two managers. Employees are paid time-and-a-half from closing at 8:00 PM to 10:00 PM. Prior to paying employees time-and-a-half, it was difficult to get enough lifeguards to sign up for the additional hours. The increase to \$350 for pool rentals is meant to cover the cost of staffing the pool rental.

2018 Proposed Rates	RESIDENT	NON-RESIDENT
Individual*	\$45	\$75
Sr. Citizen (60+)*	\$40	\$65
Swim Card with 5 Admissions	\$30	\$35
Daily Admission Fee	\$8	\$8
Twilight Fee after 5:30 pm	\$5	\$5
Lost ID Card	\$3	\$3

\*Individual and Senior memberships are \$5 off in April

\*Individual and Senior memberships are half price starting July 16



**FINANCIAL IMPACT**

The average General Fund subsidy for the past three seasons for the pool is \$166,430. This does not include personnel costs for Public Works, Information Technology, or Administration.

**ATTACHMENTS**

2018 Recreation Fee Schedule as approved by the Parks & Recreation Committee  
Pool Memberships & Attendance Trends

**PREPARED BY**

Alley Williams

Assistant to the City Administrator

Date: January 11, 2018

## 2018 Proposed Fee Schedule

<b>RESIDENT</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018 Proposed Fee</b>	<b>Percent Increase</b>
Individual	N/A	\$45	\$45	<b>\$45</b>	0%
Senior Citizen (60+)	N/A	\$40	\$40	<b>\$40</b>	0%
5 Swim Card	N/A	\$30	\$30	<b>\$30</b>	0%

<b>NON-RESIDENT</b>					
Individual	N/A	\$75	\$75	<b>\$75</b>	0%
Senior Citizen (60+)	N/A	\$65	\$65	<b>\$65</b>	0%
5 Swim Card	N/A	\$35	\$35	<b>\$35</b>	0%

<b>AQUATICS</b>					
Resident	\$100	\$110	\$110	<b>\$110</b>	0%
additional child	\$95	\$105	\$105	<b>\$105</b>	0%
NR w/o membership	\$149	\$165	\$165	<b>\$165</b>	0%
NR					
w/membership	\$102	\$115	\$115	<b>\$115</b>	0%
Lessons (.5 hr)	\$36	\$36	\$40	<b>\$45</b>	12.5%

<b>TENNIS</b>					
JTL	\$105	\$105	\$105	<b>\$105</b>	0%
additional child	\$95	\$100	\$100	<b>\$100</b>	0%
Pee-Wee	\$47	\$47	\$47	<b>\$47</b>	0%
Mighty Mites	\$60	\$60	\$60	<b>\$60</b>	0%
Future Stars	\$60	\$60	\$60	<b>\$60</b>	0%
Pickleball	\$30	\$30	\$30	<b>\$30</b>	0%
Private (.5 hr)	\$25	\$25	\$25	<b>\$25</b>	0%
Semi-Private (.5 hr)	\$16	\$16	\$16	<b>\$16</b>	0%
Three & a Pro (hour)	\$18	\$18	\$18	<b>\$18</b>	0%

<b>POOL RENTAL</b>	\$308	\$315	\$315	<b>\$350</b>	11%
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<b>DAILY</b>	\$7	\$8	\$8	<b>\$8</b>	0%
<b>TWILIGHT (&gt; 5:30p)</b>	\$5	\$5	\$5	<b>\$5</b>	0%
<b>DAYCARE</b>	\$5	\$5	\$5	<b>\$5</b>	0%

### Pool Memberships & Attendance Trends

<b>Total Memberships</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Resident Family Membership	2,819	--	--
Resident Two Person Family	108	--	--
Resident Individual	136	2,784	2,758
Resident Senior Citizen	122	232	282
Resident Babysitter	23	--	--
Resident 10 Swim Card	86	160*	141*
Employee Membership	108	42 (113)	47 (119)
Non-Resident Family Membership	460	--	--
Non-Resident Individual	22	453	539
Non-Resident Senior Citizen	14	35	75
Non-Resident Child	25	--	--
Non-Resident Babysitter	11	--	--
Non-Resident 10 Swim Card	9	37*	45*
<b>TOTAL</b>	<b>3,943</b>	<b>3,814</b>	<b>3,959</b>

\*The 2016 structure condensed the 10 swim card to 5 swim card

The total number of memberships is up for 2017. Membership sales in 2017 were \$172,392 compared to \$169,697 reported in the 2016 Annual Report.

## 2017 Pool Membership Fees at Surrounding Communities

### Merriam

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

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

### Mission

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

### Fairway

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

\*Up to 5 members, \$5 each additional

### Roeland Park

	Resident	Non-Resident
Individual	\$75	\$120
Family*	\$125	\$180
Senior	\$55	\$115

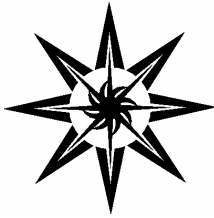
\*Five members maximum. Additional family members cost \$15 for resident, \$25 for nonresident

### Leawood

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

### Overland Park

	Resident	Non-Resident
Family Membership	\$115	\$165
Adult (12 & over)	\$63	\$85
Youth (11 & under)	\$47	\$85
Senior (60 & older)	\$30	\$85



## **PUBLIC WORKS DEPARTMENT**

**Council Committee Date: January 16, 2018**

**Council Meeting Date: February 5, 2018**

### **CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR THE 2018 SMAC PRELIMINARY ENGINEERING STUDY, PROJECT MIRD0007, FOR BRUSH CREEK AT 68<sup>TH</sup> STREET AND MISSION ROAD**

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#### **RECOMMENDATION**

Move to approve the interlocal agreement with Johnson County for the 2018 Stormwater Management Advisory Council (SMAC) Preliminary Engineering Study, Project MIRD0007, for Brush Creek at 68<sup>th</sup> Street and Mission Road.

#### **BACKGROUND**

Johnson County has approved a preliminary engineering study to be completed for Brush Creek at 68<sup>th</sup> Street and Mission Road. An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. The contract for this study is with Water Resources Management and the design cost is \$36,830. This agreement will limit the County share to 75% of the project's design costs or \$27,622.50. The maximum city funding would be \$9,207.50. The County's funding for this project comes from the Stormwater Management Advisory Council (SMAC) Program.

Council approved moving forward with this engineering study on October, 16, 2017 to look at options that could possibly eliminate home and street flooding caused by Brush Creek in the area of 68<sup>th</sup> and Mission Road.

#### **FUNDING SOURCE**

Funding for the City portion, in the amount of \$10,000, will be transferred from the Drainage CIP to Project MIRD0007.

#### **ATTACHMENTS**

1. Interlocal Agreement with Johnson County.

#### **PREPARED BY**

Keith Bredehoeft, Public Works Director

January 11, 2018

**Agreement between  
Johnson County and the City of Prairie Village  
For a Preliminary Engineering Study of a Stormwater Management Project  
known as Brush Creek at 68<sup>th</sup> St and Mission Rd Stormwater Improvements  
BC-11-057**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the preliminary engineering study ("Preliminary Study") for the stormwater management project identified as Brush Creek at 68<sup>th</sup> St and Mission Rd Stormwater Improvements (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Preliminary Study shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Preliminary Engineering Study.** The City shall provide the Stormwater Management Program Manager, or his/her designee (“Manager”) with a Preliminary Study that satisfies the requirements set forth in the Policy and Procedures. The Preliminary Study shall be performed by qualified engineering professionals or by qualified City personnel, or both, subject to the provisions of this agreement and the Policy and Procedures. In general, the Preliminary Study shall define the proposed scope of the Project, analyze the impact of the Project on upstream and downstream property, suggest alternative solutions or approaches to stormwater control, and must establish a preliminary estimate for design and construction costs. The costs and expenses incurred by the City in connection with the Preliminary Study shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement.
3. **Estimated Cost of Preliminary Study.** The parties acknowledge and agree that the City has established an estimated total cost for the Preliminary Study of Thirty Six Thousand Eight Hundred Thirty Dollars (\$36,830) based upon City staff’s estimates and assumptions.
4. **Notice to Affected Municipalities.** The City shall contact upstream and downstream municipalities as defined in the Policy and Procedures and shall inform such municipalities of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from an upstream or downstream municipality. The City agrees that it shall provide the upstream and downstream municipalities with an opportunity to review and comment upon the Preliminary Study prior to submitting the Preliminary Study to the County.
5. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Preliminary Study in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Preliminary Study. Any contract disputes shall be resolved by the City at the City's sole cost and expense.



The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

6. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Preliminary Study as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the Manager detailing total Preliminary Study costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures, The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The Manager may require the City to supplement the Payment Request as needed to satisfy the Manager, at his/her discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the Manager's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

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

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

8. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

**If to the County:**

Mr. Kent Lage, P.E.  
Urban Services Manager  
Johnson County Public Works  
1800 W. Old 56 Highway  
Olathe, KS 66061

**If to the City:**

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

9. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

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

**City of Prairie Village**

\_\_\_\_\_  
Ed Eilert, Chairman

\_\_\_\_\_  
Laura Wassmer, Mayor

Attest:

Attest:

\_\_\_\_\_  
Linda W. Barnes  
Deputy County Clerk

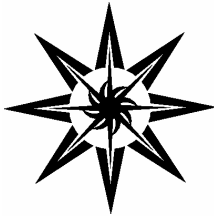
\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
City Attorney



## PUBLIC WORKS DEPARTMENT

Council Committee Date: January 16, 2018  
Council Meeting Date: February 5, 2018

### CONSIDER ENGINEERING CONTRACT WITH WATER RESOURCES SOLUTIONS TO STUDY BRUSH CREEK, PROJECT MIRD0007, FLOODING NEAR 68<sup>TH</sup> STREET AND MISSION ROAD

#### RECOMMENDATION

Move to approve the engineering contract with Water Resources Solutions in the amount of \$36,830 for the Brush Creek Flooding Study, Project MIRD0007, near 68<sup>th</sup> Street and Mission Road.

#### BACKGROUND

Recent street and home flooding in the area of Mission Road and 68<sup>th</sup> Street due to Brush Creek has caused increased concerns with residents. The frequency of these recent storms has been more than what is expected and thus has caused residents to be concerned.

Council approved moving forward with this engineering study on October, 16, 2017 to look at options that could possibly eliminate home and street flooding caused by Brush Creek in the area of 68<sup>th</sup> and Mission Road.

This contract will be funded at 75%, \$27,622.50, by the Johnson County SMAC program. The city funding would be \$9,207.50.

#### FUNDING SOURCE

Funding for the City portion, in the amount of \$10,000, will be transferred from the Drainage CIP to Project MIRD0007.

#### RELATED TO VILLAGE VISION

TR3a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

#### ATTACHMENTS

Agreement with Water Resources Solutions

#### PREPARED BY

Keith Bredehoeft, Public Works Director

January 11, 2018

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

City of Prairie Village, Kansas (“Owner”)

and Water Resources Solutions, LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Brush Creek @ 68<sup>th</sup> & Mission PES (“Project”).

Description of Engineer’s Services: See attached scope of services.

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer’s services for the Project

are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

## 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages

arising out of, resulting from, or in any way related to the Project.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Lump Sum Basis)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 36,830.00

B. Not Used

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Prairie Village, Kansas

ENGINEER: Water Resources Solutions, LLC

By: \_\_\_\_\_

By: Donald W. Baker

Donald W. Baker, P.E. D.WRE, CPESC

Title: \_\_\_\_\_

Title: Owner

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

Date Signed: November 21, 2017

License or Certificate No. and State KS 14258

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Water Resources Solutions, LLC  
8800 Linden Drive  
Prairie Village, Kansas 66207



# Brush Creek @ 68<sup>th</sup> & Mission Preliminary Engineering Study

## Scope of Services Prairie Village, Kansas

### Project Understanding

This scope of services outlines the tasks that will be completed by the Engineer as part of the Brush Creek @ 68<sup>th</sup> & Mission Preliminary Engineering Study (PES). The PES will result in a report that can be submitted to Johnson County SMAC as required to initiate a funding request for SMAC participation in a stormwater project with the City of Prairie Village.

Upon receiving the notice-to-proceed, the Engineer will provide the services identified in this Scope of Services. Other requested services not described in this scope of services will be negotiated in an amendment to this contract.

#### **1.0 Background Data Collection**

The work performed under this task will result in obtaining information that will be used for the PES.

- 1.1 The Engineer will collect from the City available background data including but not limited to design calculations, design plans, surveys, soils data, electronic mapping files, and hydrologic & hydraulic studies not already in possession of the Engineer.
- 1.2 The Engineer will review and analyze the collected background data to assist in developing alternatives and writing the report.

#### **2.0 Public Meetings**

The Engineer will facilitate public meetings for the project as outlined in the following tasks.

- 2.1 The Engineer will facilitate a public meeting with property owners and project stakeholders. It is assumed that the City will invite the property owners and stakeholders and provide the meeting space. The intent of the meeting is to gather information regarding property owner and stakeholder concerns, observations and ideas. The Engineer will prepare a summary of this meeting.
- 2.2 The Engineer will facilitate a second public meeting once the alternatives for the project have been evaluated. The meeting will be used to communicate the preferred option to the property owners and stakeholders. As summary of the meeting will be prepared and provided to the City electronically.

### **3.0 Preliminary Engineering Study**

The Engineer will complete a preliminary engineering study to evaluate alternatives to address the Brush Creek flooding. The study will culminate in a report that can be submitted to Johnson County as part of a project funding request.

3.1 The Engineer will obtain and revise as necessary the Effective hydraulic model from the Federal Emergency Management Agency. This model will be used to establish the existing conditions flood elevations and the impacts to those elevations due to the studied alternatives.

3.2 The Engineer will complete an alternatives analysis to develop up to four alternatives that address the flooding issues for the project and that will meet the Johnson County SMAC criteria. One alternative will be a buyout alternative as required by Johnson County. A second alternative will include raising Mission Road from Tomahawk Road to 67<sup>th</sup> Street. Up to two additional alternatives will be studied based on communications with Prairie Village Public Works. Opinions of probable construction cost will be completed for each of the alternatives,

3.3 The Engineer will complete a Preliminary Engineering Study Report that will contain the following main topics per Johnson County requirements:

- Executive Summary
- General to include Background, Existing Conditions, Standards, Utility Contacts and Permits
- Summary of Findings to include Project Limits, Hydrology and Hydraulics, Field Investigations and Description of Alternatives. Description of alternatives will include Proposed Improvements, Utilities, Rights-of-Way and Easements, Effects on Other Cities, and Opinions of Probable Costs
- Recommendations to include Evaluation of Alternatives and Recommended Alternative
- Flood Problem Rating Forms

The Engineer will provide three hardcopies and one electronic copy of the report to the City for their use and submission to Johnson County SMAC.

### **4.0 City Council Meeting**

The Engineer will attend a City Council meeting to present the results of the study.

4.1 The Engineer will attend a City Council meeting to present the results of the study.

**Additional Services**

Services not covered under this scope of services will be considered Additional Services and will be negotiated as an amendment to this scope of services and contract.

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Tuesday, January 16, 2018  
7:30 PM**

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **INTRODUCTION OF STUDENTS & SCOUTS**

V. **PRESENTATIONS**

Recognition of outgoing Council Members

Recognition of newly elected and reelected Council Members

VI. **PUBLIC PARTICIPATION**

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

VII. **CONSENT AGENDA**

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

**By Staff**

1. Approve the regular City Council meeting minutes - January 2, 2018
2. Approve the agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program
3. Approve 2018 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding
4. Approve the 2018 agreements with Johnson County Park and Recreation District
5. Consider approval of the 2018 contracts with Challenger Sports

VIII. **COMMITTEE REPORTS**

**Council Committee of the Whole**

COU2018-03 Consider approval of the 2018 recreation fee schedule

IX. **MAYOR'S REPORT**

X. STAFF REPORTS

XI. OLD BUSINESS

XII. NEW BUSINESS

Consider changing start time of residential construction - Jori Nelson

XIII. ANNOUNCEMENTS

XIV. ADJOURNMENT

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

**If you are unable to attend this meeting, comments may be received by e-mail at [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com)**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE**

**January 2, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 2, 2018 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

**ROLL CALL**

Acting Mayor Jori Nelson 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, Sheila Myers, Brooke Morehead, Dan Runion and Terrence Gallagher.

Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; David Waters representing the City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Porter, Assistant to the City Administrator; Dan Hanover, Management Intern and Joyce Hagen Mundy, City Clerk. Also in attendance were two teen Council members Jack Mikkelson and Carly Hendrickson

**INTRODUCTION OF STUDENTS & SCOUTS**

Acting Mayor Jori Nelson welcomed a boy scout in attendance for his "Citizenship and the Community" Badge.

## **PUBLIC PARTICIPATION**

Angela Schieferecke, 4508 Tomahawk Road, addressed the Council with her concerns on the impact of teardown/rebuilds in Prairie Village. She would like to see the City survey residents regarding the increasing number of these in the city and their impact. She stated that her appraised assessments have increased significantly over the past years and attributed the new higher value homes being constructed in her neighborhood. She also experienced flooding last summer from excessive runoff and suspected the cause was from the property adjacent to hers that has a higher elevation and a new home with larger footprint and more impervious surface. She would like to see a moratorium be put in place on the construction of teardown/rebuilds until a study could be conducted on their impact.

Brooke Morehead confirmed that Public Works was aware of her situation and working with her to address the cause of the flooding issues. Serena Schermoly apologized for not responding to her letter adding that she and Mr. Noll had only received her letter that evening. Eric Mikkelson said the City would be conducting a resident survey this spring and noted that question may be addressed in the survey.

Jerry Stogsdill, 4414 Tomahawk Road, addressed the Council as a long time Prairie Village resident and as a state legislative representative for this area. He commended the City Council and staff for their leadership and excellent services provided to Prairie Village residents. Representative Stogsdill stated the Legislative Platform approved earlier was in line with his, noting that he is a strong supporter of local government control and strong schools. He hoped the new legislative session would expand Medicaid and address gun violence and encouraged council members to contact him with any concerns.

With no one else to address the City Council, public participation was closed at 7:42 p.m.

## **CONSENT AGENDA**

Chad Herring moved for the approval of the Consent Agenda for Tuesday, January 2, 2018 as presented:

1. Approve the regular City Council meeting minutes - December 18, 2017
2. Approve amendment to City Council Policy CP509 entitled "Swimming Pool Schedule" to reflect a pool closing time of 8:00 p.m.

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

## **COMMITTEE REPORTS**

### **Council Committee of the Whole**

#### **COU2018-01 Consider Adoption of the 2018 Prairie Village Legislative Platform**

Chad Herring moved the City Council adopt the 2018 Prairie Village Legislative Platform as amended. The motion was seconded by Eric Mikkelson and passed unanimously.

#### **PC2017-02 Consider approval of an amendment to the Special Use Permit for the operation of the private school at 7801 West 79<sup>th</sup> Street to Kansas City Christian School**

Kelly VanElders, 11710 West 102<sup>nd</sup> Place, representing Kansas City Christian School explained that projected costs for the planned expansion of the school that was approved by the City Council last October were significantly above their budget and required a redesign of the project.

The plans were redesigned with the second story being moved to the back and behind the gymnasium of the building. This new location provides a shorter corridor and is more accessible to the second floor. It actually decreases the size of the addition



while still providing for the separation of elementary, middle school and high school students.

The new plans do not change the footprint of the building nor decrease available parking spaces. Mr. VanElders presented the revised drawings of the proposed building.

The new plan reverses the slope of the roof, creating a better transition from the gym to the rest of the building. Decorative features have been added around the gym. The design intent remained the same - that being to blend with the existing architectural features of the neighborhood. The new plans provide additional aesthetic improvements.

Chad Herring confirmed that the new plan with less square footage still met the needs of the school. Mr. VanElders responded the new plan provides for the same number of classrooms as approved by the City in October.

Dan Runion confirmed that there was no change in the amount of impervious surface increasing water runoff.

Terrence Gallagher noted there was a significant increase in mass reflected on the east elevation with the addition of the second floor and asked if the neighboring residents had an opportunity to have input. Mr. VanElders replied that mailings were sent to all residents within 200 feet notifying them of the changes and the public hearing before the Planning Commission. The neighborhood meeting held to present the new plans received positive responses from the 12 residents in attendance.

Eric Mikkelson moved the Governing Body adopt Ordinance 2374, approving an amendment to the Special Use Permit for the operation of a private school by Kansas City Christian School Society, Inc. on the property described as follows: 4801 West 79<sup>th</sup> Street, subject to the nine conditions recommended by the Planning Commission. The motion was seconded by Sheila Myers.

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

## **MAYOR’S REPORT**

Acting Mayor Jori Nelson announced that the Arts Council is hosting a photography competition during the month of January in the R. G. Endres Gallery with the reception on Friday, January 12<sup>th</sup>. She encouraged Council members to mark their calendars for the 2018 Convener Reception for the Johnson County Legislative delegation on January 4<sup>th</sup>, the State of the Cities address on January 18<sup>th</sup> and City Government Day in Topeka on January 24<sup>th</sup>. She noted that City offices will be closed on Monday, January 16<sup>th</sup> in observance of the Martin Luther King Jr. Holiday, but Republic would not be observing the holiday and trash services would not be delayed that week.

## **STAFF REPORTS**

### **Public Safety**

- Chief Schwartzkopf reported that the Senior IT Specialist has submitted his resignation. The position has been posted and applications are being accepted.

### **Public Works**

- Keith Bredehoeft reported Christmas tree drop-off spots are located at Porter, Franklin and Taliaferro parks until January 21st. The trees will be chipped on site with the mulch remaining for residents to use.
- Mr. Bredehoeft reported on the two small snow events over the past weeks and commended the public works crews for their work, particularly coming in on Christmas Eve.

### **Administration**

- Lisa Santa Maria noted the budget process would be discussed at the council work session and asked council members to send her comments on one thing they liked about the current process and one thing they disliked and what can be done to help new council members become part of the process.

- Alley Porter reported the live streaming is working on the website; however, there are problems with the Facebook and YouTube broadcasts that staff needs to address.
- Jamie Robichaud provided an update on solid waste services noting that the cold weather caused equipment breakdowns for the provider impacting trash services. The City received several calls regarding trash not being picked up. Staff has been in regular contact with Republic. Crews worked both Saturday and Sunday and are back on schedule.
- Wes Jordan reported that due to the Mayor's absence formal recognition of outgoing council members will occur at the January 16<sup>th</sup> meeting. He acknowledged Steve Noll's 25 years of service to the city and his ongoing support of staff. Mr. Jordan thanked both Mr. Noll and Mr. Mikkelson for their many contributions to the City.
- Mr. Jordan reported the Assistant City Attorney will be presenting information on the city's efforts to renew contracts with the three telecommunication carriers on the city's cell tower. Mr. Jordan provided background on the 25 year old tower. It is the city's desire to have the same agreement with each carrier and briefly reviewed some of the changes being proposed in the new agreement and why.
- Re-elected and newly elected Council members were reminded to come to City Hall on Monday, January 8<sup>th</sup> to receive the oath of office from the City Clerk. He noted a more formal recognition is being planned for January 16<sup>th</sup>.

**OLD BUSINESS**

Serena Schermoly thanked the Police Department and IT staff for their work in setting up the live-streaming capabilities and noted the current meeting has had over 1000 views, five comments and three shares this evening.

**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	01/09/2018	5:30 p.m.
Planning Commission	01/09/2018	7:00 p.m.
Prairie Village Arts Council	01/10/2018	5:30 p.m.
Environment/Recycle Education Subcommittee	01/11/2018	5:30 p.m.
Council Committee of the Whole (Tuesday)	01/16/2018	6:00 p.m.
City Council (Tuesday)	01/16/2018	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a photography competition/exhibit in the R.G. Endres Gallery during the month of January. The artist reception will be held at 6:30 p.m. on Friday, January 12, 2018.

Mark your calendar for the 2018 Convener Reception for the Johnson County Legislative Delegation on Thursday, January 4<sup>th</sup> from 5 to 7 pm at Johnson County Community College.

City offices will be closed on Monday, January 15<sup>th</sup> in observance of the Martin Luther King, Jr. holiday.

Republic does not observe the Martin Luther King, Jr. holiday. Trash services **will not** be delayed.

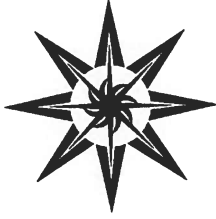
Mark your calendar for the 2018 State of the Cities Address hosted by the Northeast Johnson County Chamber on Wednesday, January 18<sup>th</sup>.

Mark your calendar for the 2018 City Government Day in Topeka on Wednesday, January 24<sup>th</sup>.

## **ADJOURNMENT**

Brooke Morehead moved that the City Council meeting be adjourned. The motion was seconded by Sheila Myers and passed unanimously. With no further business to come before the City Council the meeting was adjourned at 8:12 p.m.

Joyce Hagen Mundy  
City Clerk



## **POLICE DEPARTMENT**

**Council Meeting Date: January 16, 2018**

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

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### **RECOMMENDATION**

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$3,000.00 annual fee were approved by the Council in the 2018 Public Safety Budget in line item 01-03-21-6009-028.

### **BACKGROUND**

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

### **ATTACHMENTS**

#### **PREPARED BY**

Tim M. Schwartzkopf  
Chief of Police  
Date: January 5, 2018



The Kansas City Metropolitan Crime Commission  
Since 1949  
3100 Broadway, Suite 226  
Kansas City, MO 64111  
Phone 816-960-6800 Fax 816-960-6808  
www.kc-crime.org

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KENT SUNDERLAND  
BAILUS TATE  
VAN O. WILLIAMS

January 3, 2018

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

Chief Tim M. Schwartzkopf:

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

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

- Crime Stoppers received more than 4,229 TIPS in 2017 that solved 113 felony cases and led to the arrest of 134 criminals;
- Crime Stoppers accepts anonymous *WebTips* at "www.kccrimestoppers.com" and mobile TIPS on our NEW, Free P3 App.
- Crime Stoppers has over 30 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitive's listings;
- Scholastic Crime Stoppers has the seen success in combating school based issues including, ten (10) suicide interventions in over 48 schools in the metropolitan area.
- Visit the newly redesigned Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

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

Sincerely,

Rick Armstrong  
President

*Crime Stoppers is a division of the Kansas City Metropolitan Crime Commission*

# **Invoice**

Name: City of Prairie Village

Address: 7700 Mission Road  
Prairie Village, KS 66208

***Crime Stoppers Annual Contract for 816-474-TIPS Hotline Services for 2018:  
\$3,000***

Please remit payment at your earliest convenience to:

Kansas City Metropolitan Crime Commission  
3100 Broadway, Suite 226  
Kansas City, MO 64111

Contact: Britt Hill-Dixon  
[bhilldixon@kc-crime.org](mailto:bhilldixon@kc-crime.org) or (816) 960-6800



**KANSAS CITY METROPOLITAN**  
**CRIME COMMISSION**

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

January 3, 2018

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

Contract Year 2018

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

Minimum Due for 2018 \$3,000

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*Amount due and payable upon receipt.*

*Thank you for your support!*

01-03-21-6009-028

**CONTRACT**

This Contract is entered into this year, 2018, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

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

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

**NOW, THEREFORE**, the parties agree as follows:

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

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

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

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

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

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

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

**Prairie Village, KS**

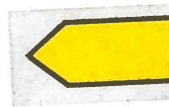
By \_\_\_\_\_

ATTEST: \_\_\_\_\_

**KANSAS CITY METROPOLITAN CRIME COMMISSION**

By  \_\_\_\_\_  
Rick Armstrong

ATTEST: \_\_\_\_\_



**CONTRACT**

This Contract is entered into this year, 2018, by and between the City of Prairie Village and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

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

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

**NOW, THEREFORE**, the parties agree as follows:

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

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

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

4. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not

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

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

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

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

**Prairie Village, KS**

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

KANSAS CITY METROPOLITAN CRIME COMMISSION

By   
Rick Armstrong

ATTEST: \_\_\_\_\_

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## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 10, 2018

City Council Meeting Date: January 16, 2018

### Consider approval of the 2018 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

---

#### **RECOMMENDATION**

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

#### **BACKGROUND**

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

In 2017, usage for all participating pools included over 25,000 SuperPass visits. Prairie Village SuperPass participants made 9,724 visits to other pools. The Prairie Village Pool hosted 4,859 visits from members of other pools.

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

#### **FINANCIAL IMPACT**

In 2017, the program generated \$15,689 for Prairie Village.

#### **ATTACHMENTS**

2018 SuperPass Interlocal Agreement  
2018 Swim Meet Letter of Understanding

#### **PREPARED BY**

Alley Williams  
Assistant to the City Administrator  
Date: January 11, 2018

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

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

**RECITALS**

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

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2018 swim season with the purchase of a special pass.

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

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

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

**I. PURPOSE AND INTENT.**

The purpose of this agreement is establish cooperation among the Cities, and JCPRD as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2018 swim season, which commences approximately May 26, 2018 and ends approximately September 3, 2018.



## **II. EFFECTIVE DATE AND TERM.**

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

## **III. COOPERATION USE OF POOL FACILITIES.**

As part of its program for use of its Pool Facilities during the 2018 swim season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

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

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

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

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

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2018 swim season.

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

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

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

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2018 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

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

#### **IV. POOL SAFETY STANDARDS**

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

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

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

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

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

**V. LIABILITY**

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

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

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By \_\_\_\_\_  
Melanie Hepperly, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF LEAWOOD, KANSAS

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF MERRIAM, KANSAS

By \_\_\_\_\_  
Ken Sissom, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF MISSION, KANSAS

By \_\_\_\_\_  
Ron Appletoft, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By \_\_\_\_\_  
Laura Wassmer, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF ROELAND PARK, KANSAS

By \_\_\_\_\_  
Mike Kelly, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

JOHNSON COUNTY PARKS AND  
RECREATION DISTRICT

By \_\_\_\_\_  
Nancy Wallerstein, Board Chair

Attest:

\_\_\_\_\_  
Steven L. Baru, Secretary

Approved as to Form:

\_\_\_\_\_  
Ernie Ballweg, District Legal Counsel

**Exhibit A**

<b>CITY</b>	<b>OUTDOOR POOL FACILITIES</b>
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Merriam	6040 Slater Merriam, KS 66202
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park/Parks and Recreation District	4843 Rosewood Drive Roeland Park, KS 66205



## Letter of Understanding

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

### RECITALS

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

### CONDITIONS

1. This Arrangement shall only apply to the 2018 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2019 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or

death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[signatures]

CITY OF FAIRWAY, KANSAS

By: \_\_\_\_\_  
Melanie Hepperly, Mayor

Attest: \_\_\_\_\_

CITY OF LEAWOOD, KANSAS

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

Attest: \_\_\_\_\_

CITY OF MERRIAM, KANSAS

By: \_\_\_\_\_  
Ken Sissom, Mayor

Attest: \_\_\_\_\_

CITY OF MISSION, KANSAS

By: \_\_\_\_\_  
Ron Appletoft, Mayor

Attest: \_\_\_\_\_

CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Laura Wassmer, Mayor

Attest: \_\_\_\_\_

CITY OF ROELAND PARK, KANSAS

By: \_\_\_\_\_  
Mike Kelly, Mayor

Attest: \_\_\_\_\_

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
Nancy Wallerstein, Board Chair

Attest: \_\_\_\_\_



## **PARKS AND RECREATION**

**Parks & Recreation Meeting Date: January 10, 2018**

**City Council Meeting Date: January 16, 2018**

### **Consider Approval of the 2018 agreements with Johnson County Park and Recreation District**

---

#### **RECOMMENDATION**

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

#### **BACKGROUND**

The City contracts with Johnson County Park and Recreation District annually to offer these recreation programs. The contracts are similar to those signed in previous years. The biggest change is to the Pool Usage Agreement for Master's Swim Workouts. The agreement now calls for a shorter season that ends prior to reduced hours on August 6 due to difficulty staffing enough lifeguards. Full details are outlined in the agreement.

#### **FINANCIAL IMPACT**

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

#### **ATTACHMENTS**

Johnson County Park and Recreation Learn to Swim, Pool Usage, and Day Camp agreements

#### **PREPARED BY**

Alley Williams

Assistant to the City Administrator

Date: January 11, 2018

**Johnson County Park and Recreation District**  
**Learn to Swim Program**  
**2017-2018 Participation Agreement**

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

1. The Johnson County Park and Recreation District will provide:

- The Learn to Swim Program
- Private/~~Semi-Private~~ Lessons
- The scheduling for the lessons in the program
- Sufficient certified staff
- A staff member to monitor and control the entrance
- Promotion of the program
- Registration of the participants
- Equipment needed for the program
- Emergency action plans and first aid kit

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

2. The Johnson County Park and Recreation District will have use of the facility beginning June ~~5~~, 2017-2018 and ending ~~Aug 3~~July 21, 2017-2018. Morning lessons will be held in the Yard Pool and Diving Well until 11:30 a.m. and at 11 a.m. in the Splash down Pool and the Meter Pool.. Exceptions can be made at the discretion of the City Management. The Adult Pool is off-limits during lessons.

- Lessons offered Monday through ~~Thursday~~Wednesday, with ~~Friday~~Thursday as a make-up session.
- Morning lessons held between 9 a.m. – 12 p.m. Session dates: (all ~~68~~ day sessions):
  1. ~~June 5-16~~June 4-13
  2. ~~June 19-30~~June 18-27
  3. No classes ~~July 3-7~~July 2-5
  4. ~~July 10-21~~July 9-19
  - 4.5. ~~July 23-Aug 2~~

3. The Johnson County Parks and Recreation District courses offered:

- ~~Parent & Child—2 years and under~~Parent & Tot (ages 6 month-2.5 years)
- ~~Progressive Swim Lessons Ages 3-6 years old~~Aqua Tot (ages 2.5-5years)
- ~~Novice (ages 5-12years)~~
- ~~Advanced Novice (skill-based program, not age specific typically ages 6-12year)~~
- ~~Intermediate (skill-based program, not age specific typically ages 6-12year)~~
- Adult Private Lessons (to be held during group lesson times only)
- Private Lessons (to be held during group lesson times only)

4. Course Fees will be:

~~68~~-30 Minutes Sessions:

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

Private Lessons

~~— \$46 for Two 30 minute Private Lessons (Johnson County Resident)~~

~~— \$51 for Two 30 minute Private Lessons (Non-Johnson County Resident)~~

- ~~\$8577~~ for Four-30 minute Private Lessons (Johnson County Resident)

- ~~\$9582~~ for Four-30 minute Private Lessons (Non-Johnson County Resident)

5. Non-Discrimination Clause

JCPRD shall comply with all applicable state and federal laws in carrying out this agreement.

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

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

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

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

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

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 31, 2018~~7~~.

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

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

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

\_\_\_\_\_  
Mayor Laura Wassmer

\_\_\_\_\_  
~~Paul Snider~~ Nancy Wallerstein, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Steve Baru, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine P. Logan, City Attorney

\_\_\_\_\_  
Ernest C. Ballweg, JCPRD Legal Counsel

**2017-2018 CITY OF PRAIRIE VILLAGE POOL USAGE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017-2018 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as the JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

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

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of adults 18 years and older; and

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

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

WHEREAS, co-sponsorship of aquatics programs held at the Pool would ensure a coordinated approach to the provision of the needed services; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2017-2018; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2017-2018.

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

1. JCPRD shall have access to and the use of the Pool for the term, times and use as hereinafter specifically defined.
2. Duration of Agreement and Termination. This agreement shall be in effect from May 30, 2017-2018 through the period ending August 31, 2017-2018 provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement. The purpose of this agreement is to facilitate cooperation in the establishment and operation of an aquatics program and to define responsibilities for the operation, finances, publicity, facility maintenance and other matters pertaining to the program.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the aquatics program.



6. Acquisition Holding and Disposal of Property. The Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Pool. No equipment is to be jointly owned. In the event that this agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this agreement. The City will permit JCPRD the use of the pool lanes during the Master Swim practice. JCPRD will be responsible for the setup and take down each evening and for any maintenance or repair.
7. Administration of Agreement. JCPRD's aquatics program at the Prairie Village Municipal Swimming Pool shall be known as a co-sponsored program between JCPRD and the City.

8. Responsibilities

The District:

- a. Shall operate an aquatics program for adults 16 and over. Only persons qualified to conduct aquatics programs will be permitted to instruct the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- b. Shall provide an annual report to include the number of programs, the number of people served, the residency of persons served and inventory of equipment, the class fee structure and other information as may be requested by the City.
- c. Shall provide a printed list, for review and approval by the City, of proposed facility improvements or program enhancements to benefit aquatic program participants utilizing the Prairie Village Swimming Pool.
- d. Shall provide a ~~printed-weekly~~ roster for participants to sign upon entrance to the facility.

The City:

- a. Shall provide access to the front/main entrance to the Pool during the following days and times:
  1. Master's Swim Workouts – Monday through Thursday  
6:30–8:00 p.m. Monday, May ~~30-28~~ to Monday, August ~~313, 2017~~2018
  2. Shall provide an attendance report following ~~the season~~each week on which to invoice Johnson County Park & Recreation District and to ensure accurate tracking of attendance.  
The attendance report will be based off the signed daily roster.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall the JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage insured to JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.

11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured. The Certificate shall list the following insurance coverage:

Commercial General Liability	
General Aggregate	\$2,000,000
Products	\$2,000,000
Personal and Advertisement Injury	\$ 500,000
Personal & Advertisement (each occurrence)	\$ 500,000
Fire Damage	\$ 300,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions

- a. For the Master’s program, JCPRD agrees to pay to the City a “pool use fee” in the amount of \$2.00 per participation and allow access to a maximum of four (4) lap lanes from 6:30 p.m. to 8:00 p.m. If the pool manager requires participants to leave the pool due to overcrowding, a partial refund of the use fee may be made.
- b. By the terms of this agreement, the aquatics program shall be known as a Co-sponsored program; all written and verbal publicity should reflect the Co-sponsorship. Every effort shall be made by both agencies to inform the participants and public of the Co-sponsorship arrangement.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and JCPRD, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision had not be written or made a part hereof.
16. Non-assignability of Agreement. This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. JCPRD shall comply will all applicable state and federal laws in carrying out this agreement. In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

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

\_\_\_\_\_  
Mayor Laura Wassmer

\_\_\_\_\_  
~~Paul Snider~~ Nancy Wallerstein, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Steve Baru, Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine P. Logan, City Attorney

\_\_\_\_\_  
Ernest C. Ballweg, JCPRD Legal Counsel

## 2018 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT

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

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

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

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

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

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_\_ day of \_\_\_\_\_, 2018; and

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

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

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from May 16, 2018 through the period ending August 3 2018 provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.
3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.
6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park

or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.

7. Administration of Program. The day camp program shall be administered, staffed and operated solely by JCPRD.

8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$25 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$5.00 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2018.
- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the park shelter for the storage of camp supplies.
- l. Will provide refrigerator to be located in the Prairie Village Community Center for storage of participant lunches.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 16, through August 3, 2018 except as otherwise provided herein.
  - b. Shall provide JCPRD with exclusive use of the park shelter on Wednesday, May 16, 2018, from 6 p.m. to 8:00 p.m. for parent orientation.
  - c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
  - d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 16 through August 3, 2018.
  - e. Shall allow JCPRD use of the Prairie Village Community Center between the hours of 7:00 a.m. – 5:30 p.m., Monday-Friday, from May 16 through August 3, 2018 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance. If dangerous weather is imminent, access to the City Hall basement will be provided.
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:
- |                                   |             |
|-----------------------------------|-------------|
| Commercial General Liability:     |             |
| General Aggregate                 | \$2,000,000 |
| Products and Complete Operations  | \$2,000,000 |
| Personal and Advertisement Injury | \$ 500,000  |
| Fire Damage                       | \$ 300,000  |
| Each Occurrence                   | \$ 500,000  |
- Workers Compensation and Employers Liability as determined by Kansas Statutes
12. Miscellaneous Provisions
- a. JCPRD shall pay to the City shelter rental on or before September 30, 2018.

- b. JCPRD shall pay to the City Pool fees in two installments, based on usage from June 1 through June 30 (first payment) and from July 1 through August 2, 2018 (second payment), upon receipt of invoice by the City.
  - c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.
  - d. All surface cleaning in the park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. No assignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. JCPRD shall comply with all applicable state and federal laws in carrying out this Agreement. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

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

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

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

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Wassmer, Mayor

ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine P. Logan, City Attorney

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy Wallerstein, Chair

ATTEST:

\_\_\_\_\_  
Steve Baru, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest C. Ballweg, District Legal Counsel



The following is list of dates and times the **2018** Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

<b>Day</b>	<b>Date</b>	<b>Time</b>	<b>Use</b>
Wednesday,	May 16	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Tuesday- Friday	May 29 – June 1	8:00 a.m. - 5:00 p.m.	Set-up
Monday-Friday	June 4 - June 8	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 11 – June 15	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 18 – June 22	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 25 – June 29	7:00 a.m. - 5:30 p.m.	Day Camp
Mon., Tues-Friday	July 2 – July 6	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 9 – July 13	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 16- July 20	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 23 - July 27	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 30 – Aug. 3	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the **2018** Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

<b>Day</b>	<b>Date</b>	<b>Time</b>
		<i>1:00 p.m. - 3:30 p.m. on all dates</i>
	<b>June</b>	
Tuesday	5	
Wednesday,	6	
Thursday,	7	
Tuesday,	12	
Wednesday,	13	
Thursday,	14	
Tuesday,	19	
Wednesday,	20	
Thursday,	21	
Tuesday,	26	
Wednesday,	27	
Thursday,	28	
	<b>July</b>	
Tuesday,	3	
Thursday,	5	
Tuesday,	10	
Wednesday,	11	
Thursday,	12	
Tuesday,	17	
Wednesday,	18	
Thursday,	19	
Tuesday,	24	
Wednesday,	25	
Thursday,	26	
Tuesday,	31	
	<b>Aug</b>	
Wednesday	1	
Thursday	2	



## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 10, 2018

City Council Meeting Date: January 16, 2018

### Consider Approval of the 2018 Contracts with Challenger Sports

---

#### **RECOMMENDATION**

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

#### **BACKGROUND**

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

#### **FINANCIAL IMPACT**

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

#### **ATTACHMENTS**

British Soccer and TinyTykes Agreement

#### **PREPARED BY**

Alley Williams

Assistant to the City Administrator

Date: January 11, 2018

## **AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE AND CHALLENGER SPORTS - 2018**

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

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

### **Services Provided:**

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

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

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

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

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

### **Cost of Camp:**

Tiny Tykes Cubs/Lions - \$90 (2017 price was \$85)

British Soccer Half Day - \$155 (2017 price was \$150)

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

### **Facility Reserved:**

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

### **2018 Program Dates:**

Tiny Tykes: March 29 - May 3 for 6 weeks (2017 dates were April 20-May 25)

British Soccer: June 4-8 for 5 days (2017 dates were June 12-16)

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

### **Facility Use/ Condition:**

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

The City also agrees to prepare the facility (i.e. Proper lawn care, sanitize restrooms and shelters, removal of trash, etc.) prior to the first day of camp. Challenger and the City will agree upon the

satisfactory condition of the facility within seven (7) days prior to the start of the first day of camp. Any additional facility maintenance agreed upon by both parties will be provided by the City throughout the camp week at no additional charge.

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

**Rental Payment:**

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

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

This fee is intended to reimburse the City for its costs in making the facility available for the camps. Challenger will pay the City of Prairie Village by check no later than June 1, 2018 (Tiny Tykes) and September 1, 2018 (British Soccer). This shall be the only payment required in consideration of the use of said site for said camp. Challenger, as proof of camp attendance, will provide enrollment rosters.

**Insurance:**

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

**Liability:**

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

**The Agreement:**

When signed by an authorized representative of both parties, this document accurately reflects the entire and only agreement between these parties. This agreement may be modified only in writing signed by an authorized representative of each party. This constitutes as an agreement between Challenger and the City with respect to the 2018 Challenger Camp season, from March 1, 2018 to September 1, 2018, and supersedes all prior representations and agreements. This agreement also contains within the option to renew annually upon the written consent of both parties.

\_\_\_\_\_  
Challenger Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Prairie Village Representative

\_\_\_\_\_  
Date



## PARKS AND RECREATION

Parks & Recreation Meeting Date: January 10, 2018

Council Committee Date: January 16, 2018

City Council Meeting Date: January 16, 2018

### COU2018-03: Consider 2018 Recreation Fee Schedule

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#### RECOMMENDATION

Recommend approval of the 2018 Recreation Fee Schedule as approved by the Parks & Recreation Committee.

#### BACKGROUND

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

Since 2016, the City's pool membership structure includes resident/non-resident rates for individuals, seniors, and a 5 swim card. In addition to the change in structure, the Parks & Recreation Committee expressed interest in shifting to a \$5 increment every 3-5 years versus minor increases every year with the goal of having rounded fees (e.g. \$57 vs. \$60). The Committee voted in their January 10, 2018 meeting to make no changes to the current pool membership structure for the 2018 season.

The only changes approved were increasing aquatics lessons from \$40 to \$45 and increasing pool rental fees from \$315 to \$350. Aquatic lessons are taught in a semi-private format and are intended to aid in skills and technique development. Lessons are purchased in packages of (5) 30 minute lessons. 80% of the fee goes to the assistants coaching the lessons to supplement their pay. Patrons are able to rent the Leisure Pool, Slide Pool, and Diving Well as a package any available evening in June or July from 8:30 PM to 10:00 PM. This requires 10 lifeguards and one or two managers. Employees are paid time-and-a-half from closing at 8:00 PM to 10:00 PM. Prior to paying employees time-and-a-half, it was difficult to get enough lifeguards to sign up for the additional hours. The increase to \$350 for pool rentals is meant to cover the cost of staffing the pool rental.

2018 Proposed Rates	RESIDENT	NON-RESIDENT
Individual*	\$45	\$75
Sr. Citizen (60+)*	\$40	\$65
Swim Card with 5 Admissions	\$30	\$35
Daily Admission Fee	\$8	\$8
Twilight Fee after 5:30 pm	\$5	\$5
Lost ID Card	\$3	\$3

\*Individual and Senior memberships are \$5 off in April

\*Individual and Senior memberships are half price starting July 16

**FINANCIAL IMPACT**

The average General Fund subsidy for the past three seasons for the pool is \$166,430. This does not include personnel costs for Public Works, Information Technology, or Administration.

**ATTACHMENTS**

2018 Recreation Fee Schedule as approved by the Parks & Recreation Committee  
Pool Memberships & Attendance Trends

**PREPARED BY**

Alley Williams

Assistant to the City Administrator

Date: January 11, 2018

## 2018 Proposed Fee Schedule

<b>RESIDENT</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018 Proposed Fee</b>	<b>Percent Increase</b>
Individual	N/A	\$45	\$45	<b>\$45</b>	0%
Senior Citizen (60+)	N/A	\$40	\$40	<b>\$40</b>	0%
5 Swim Card	N/A	\$30	\$30	<b>\$30</b>	0%

<b>NON-RESIDENT</b>					
Individual	N/A	\$75	\$75	<b>\$75</b>	0%
Senior Citizen (60+)	N/A	\$65	\$65	<b>\$65</b>	0%
5 Swim Card	N/A	\$35	\$35	<b>\$35</b>	0%

<b>AQUATICS</b>					
Resident	\$100	\$110	\$110	<b>\$110</b>	0%
additional child	\$95	\$105	\$105	<b>\$105</b>	0%
NR w/o membership	\$149	\$165	\$165	<b>\$165</b>	0%
NR					
w/membership	\$102	\$115	\$115	<b>\$115</b>	0%
Lessons (.5 hr)	\$36	\$36	\$40	<b>\$45</b>	12.5%

<b>TENNIS</b>					
JTL	\$105	\$105	\$105	<b>\$105</b>	0%
additional child	\$95	\$100	\$100	<b>\$100</b>	0%
Pee-Wee	\$47	\$47	\$47	<b>\$47</b>	0%
Mighty Mites	\$60	\$60	\$60	<b>\$60</b>	0%
Future Stars	\$60	\$60	\$60	<b>\$60</b>	0%
Pickleball	\$30	\$30	\$30	<b>\$30</b>	0%
Private (.5 hr)	\$25	\$25	\$25	<b>\$25</b>	0%
Semi-Private (.5 hr)	\$16	\$16	\$16	<b>\$16</b>	0%
Three & a Pro (hour)	\$18	\$18	\$18	<b>\$18</b>	0%

<b>POOL RENTAL</b>	\$308	\$315	\$315	<b>\$350</b>	11%
--------------------	-------	-------	-------	--------------	-----

<b>DAILY</b>	\$7	\$8	\$8	<b>\$8</b>	0%
<b>TWILIGHT (&gt; 5:30p)</b>	\$5	\$5	\$5	<b>\$5</b>	0%
<b>DAYCARE</b>	\$5	\$5	\$5	<b>\$5</b>	0%



### Pool Memberships & Attendance Trends

<b>Total Memberships</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Resident Family Membership	2,819	--	--
Resident Two Person Family	108	--	--
Resident Individual	136	2,784	2,758
Resident Senior Citizen	122	232	282
Resident Babysitter	23	--	--
Resident 10 Swim Card	86	160*	141*
Employee Membership	108	42 (113)	47 (119)
Non-Resident Family Membership	460	--	--
Non-Resident Individual	22	453	539
Non-Resident Senior Citizen	14	35	75
Non-Resident Child	25	--	--
Non-Resident Babysitter	11	--	--
Non-Resident 10 Swim Card	9	37*	45*
<b>TOTAL</b>	<b>3,943</b>	<b>3,814</b>	<b>3,959</b>

\*The 2016 structure condensed the 10 swim card to 5 swim card

The total number of memberships is up for 2017. Membership sales in 2017 were \$172,392 compared to \$169,697 reported in the 2016 Annual Report.

## 2017 Pool Membership Fees at Surrounding Communities

### Merriam

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

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

### Mission

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

### Fairway

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

\*Up to 5 members, \$5 each additional

### Roeland Park

	Resident	Non-Resident
Individual	\$75	\$120
Family*	\$125	\$180
Senior	\$55	\$115

\*Five members maximum. Additional family members cost \$15 for resident, \$25 for nonresident

### Leawood

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

### Overland Park

	Resident	Non-Resident
Family Membership	\$115	\$165
Adult (12 & over)	\$63	\$85
Youth (11 & under)	\$47	\$85
Senior (60 & older)	\$30	\$85

## MAYOR'S ANNOUNCEMENTS

Tuesday, January 16, 2018

### Committee meetings scheduled for the next two weeks:

Village Square Subcommittee	01/18/2018	5:30 p.m.
Environment/Recycle Committee	01/24/2018	5:30 p.m.
VillageFest Committee	01/25/2018	5:30 p.m.
Council Committee of the Whole	02/05/2018	6:00 p.m.
City Council	02/05/2018	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a photography competition/exhibit in the R.G. Endres Gallery during the month of January.

Mark your calendar for the 2018 City Government Day in Topeka on Wednesday, January 24<sup>th</sup>.

Mark your calendar for the 2018 NLC Congressional City Conference in Washington, D.C. March 11-14, 2018. Early Bird Registration Deadline is January 31<sup>st</sup>.

**INFORMATIONAL ITEMS**  
**January 16, 2018**

1. Council Committee of the Whole minutes - January 2, 2018
2. JazzFest Committee Minutes - November 7, 2017
3. Park & Recreation Committee Minutes - November 8, 2017
4. Insurance Committee minutes - March 29, 2017
5. Mark Your Calendar

**COUNCIL COMMITTEE OF THE WHOLE**  
**January 2, 2018**

The Council Committee of the Whole met on Tuesday, January 2, 2018 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Jori Nelson with the following members present: Chad Herring, Serena Schermoly, Steve Noll, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft; Public Works Director; David Waters representing the City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Porter, Assistant to the City Administrator; Dan Hanover, Management Intern and Joyce Hagen Mundy, City Clerk. Also in attendance were Teen Council members Jack Mikkelson and Carly Hendrickson.

**COU2018-01 Consider approval of the 2018 Legislative agenda**

Alley Porter noted that each year the City Council discusses and adopts a legislative platform establishing the City's legislative priorities for the upcoming session. Over the past few years, the Council has adopted a joint City/County platform to reflect our common positions to the state legislators. The proposed 2018 Legislative Platform is substantially the same as the 2017 Legislative Platform. Revisions have been made based on actions of the 2017 legislative session and discussion with area city officials. Also noted are comments from Councilman Herring.

**State Funding of Public Education:**

Brooke Morehead felt the word "adequate" in the first sentence was too subjective and suggested it be replaced with "responsible". She does not believe that the schools are necessarily underfunded, but that funds are not distributed appropriately.

Eric Mikkelson stated he thought the word "adequate" came from the state constitution. He suggested that the word "responsible" be added to read "adequate and responsible" and believes that public schools are currently being underfunded. Mrs. Morehead disagreed. Jori Nelson asked what language was used in the Supreme Court ruling. Alley Porter replied "suitable".

Brooke Morehead moved the first sentence in State Funding of Public Education be amended to read "We strongly support constitutionally adequate and responsible funding for the public school system." The motion was seconded by Chad Herring and passed with Ms Nelson voting in opposition.

Jori Nelson stated as a public school teacher living in the classroom every day she sees that there is not adequate funding to meet the needs of all students. She would like to further amend the language and moved to add the word "equitable" to the first sentence. The motion was seconded by Eric Mikkelson and passed with Mrs. Morehead voting in opposition.

Chad Herring noted that his comments were reflected in the information presented to the Council but stated he felt the Council should formerly approve them. In the statement of state funding of education he suggested adding the following to the end of the statement: "including any constitutional amendment releasing the legislature from this important duty" to strengthen the language. Under the statement on Local Gun Control he added the word "strongly" to reflect the importance of this item and at the end of the statement referenced the 2014 House Bill that removed this power from local control adding the following statement: "We urge state legislators to repeal House Bill No. 2578 that restricts local government from enacting important gun safety measures in their communities." Mr. Herring moved the City Council accept his recommended changes. The motion was seconded by Terrence Gallagher and passed unanimously.

Terrence Gallagher confirmed that the final sentence in the tax policy statement is being deleted as that action was taken by the legislature last session. Eric Mikkelson recognized Rep. Jerry Stogsdill, who was in attendance, for his role in that action.

Sheila Myers asked the purpose of the platform and how it would be used. Mrs. Porter replied that it will become part of the Johnson County platform supported by their lobbyist and will also be given to the city's local representatives as direction from the city.

Chad Herring made the following motion, which was seconded by Terrence Gallagher and passed unanimously:

**MOVE THE CITY COUNCIL ADOPT THE 2018 LEGISLATIVE  
PLATFORM AS AMENDED**

**COUNCIL ACTION TAKEN  
01/02/2018**

**Discussion of the 1<sup>st</sup> Quarter 2018 Council Priority List**

Wes Jordan reviewed the history of the Council Priority List which was started in 2010 with the current format adopted in 2015. One of the concerns expressed with the document is that items are not listed by priority but chronologically leaving it open to misinterpretation of their ranking.

Mr. Jordan stated staff operational actions are reflected in the monthly plan of action he distributes. He noted that both Chief Schwartzkopf and Keith Bredehoeft have similar action plans for the operation of their departments. The priority list reflects the status on council initiatives that are above and beyond normal daily operations of the city. Mr. Jordan stated he would be open to changes in the format. He stated that while the purchase of parkland was a council priority, having been done future actions related to its development becomes an operational function addressed by Public Works.

Mr. Jordan noted that actions have been added to the priority listing over the years and he does not know specifically when each item was added.

Brooke Morehead asked if the Council would be working on this at the Council work session as they have done in the past. Mr. Jordan responded that they would not as he

did not believe there would be enough time with the scheduled discussion of the budget process and the citizen survey. Mrs. Morehead stated that she felt the work session was a good occasion for the free flowing of ideas and would like to see it addressed. Mr. Jordan replied he did not know how much time the two large items on the agenda would require. He stressed the need to proceed with the selection of survey questions so this process can begin as soon as possible. He did not feel the results of the survey would be tabulated in time to be used in conjunction with preparation of the 2019 budget. With budget time rapidly approaching, it is necessary to review and establish the budget process for the 2019 budget.

Eric Mikkelson noted that the priority list has been discussed at each previous work session and believes it should be added to the agenda if possible. However, if the priority list is not able to be discussed, he would suggest suspending its use until such time as it can be appropriately discussed by the incoming Council. The list is confusing, it is not in priority order and it is not accurate. He noted that last fall the council voted not to go to a magazine format with the Village Voice. This item should not still be on the priority listing. The consultant has been hired and concept plans completed for Village Square. He feels that this can also come off the listing. If further action is taken, the Council can, at that time, add it back to the priority listing.

Jori Nelson asked procedurally how items are added to or removed from the priority listing. She noted the current listing is all over the place. She agrees with Mr. Mikkelson's suggestion to suspend use of the listing temporarily. She stated she like the monthly operational action plan that is distributed.

Ms Nelson asked why #5 referencing First Washington discussion regarding the shopping centers was still on the list. Mr. Jordan replied that some of the items on the priority listing come from the city's comprehensive plan. Ms. Nelson said she felt #5 should be removed.

Terrence Gallagher stated he supports the format and structure of the priority listing. He is not concerned with items not being listed by priority. The items on the list come from Council members and he feels it should be reviewed quarterly. He noted that only the Council can add or remove items from the list. The priority listing combined with the monthly action plans presents a good picture of what is happening in the City and he supports keeping it as it is. The new Council members will be in place within two weeks. He is ok with not discussing it at the council work session this time, but perhaps during an upcoming committee meeting.

Serena Schermoly agreed with Mr. Gallagher and Mrs. Morehead. She feels this is an important document for residents. However, she would like to see added to the listing an annotation of when the item was added to the listing with perhaps a reference to the minutes where it was discussed.

Dan Runion confirmed that each initiative needs to go through a review process. He feels there is still a lack of clarity on how things get on and removed from the listing. He would like to see a written document on the process for more clarity of the process.

Wes Jordan responded that the Council previously agreed the priority listing is to be reviewed quarterly by the City Council and at that time items can be added or removed. This does not prohibit an item being added at other times. As the council is reviewing the listing, this would be the time for items to be removed or added to the listing.

Sheila Myers asked if Mr. Jordan was looking for changes now. He replied, not necessarily.

Eric Mikkelson repeated his suggestion to suspend use of the listing based on the following: 1) items are appearing without approval of a majority of the council and 2) there are items on the list that should not be, for example #1 & #7. If it is to remain a working document, action should be taken to correct it now; if not, it should be suspended as it is not effective.

Mr. Jordan noted that project initiatives are not changed by staff. On #7, the status column reflects action still being taken on the original initiative.

Chad Herring stated he felt this was a valuable tool and very helpful for him as a new councilman. He would like to see it kept. If things need to be removed, the Council needs to remove them. He encouraged staff to advise the Council when they feel an item has been completed or should be removed from the list. He is not bothered by the chronological listing, but if desired the Council can establish a priority. He feels action can wait until the new council members are seated. He would like to see the items annotated as to when added or discussed. If a link could be added to the minutes where the discussion occurred it would be very helpful to residents.

Serena Schermoly stated she was disappointed the priority listing would not be discussed at the council work session where there is a more relaxed setting. She felt this was one of the best parts of past council work sessions.

Dan Runion moved to remove items #1 and #5 from the Council priority listing and to direct staff to prepare a written process for the addition of removal of items on the Council Priority listing. Eric Mikkelson suggested an amendment to the motion to change the wording of #7 to reflect the actual status. Mr. Runion amended his motion as suggested and the motion was seconded by Eric Mikkelson.

Brooke Morehead asked if the removal of #1 meant the scrapping of the Village Square concept. Mr. Mikkelson replied that at this point in time the original initiative to hire a consultant to prepare a concept plan has been completed. He felt that further action on Village Square would require a new initiative be approved. Mrs. Morehead responded the initiative had not been completed. The committee is having its final meeting before bringing a recommendation to the City Council for approval in February. It should not be taken off until that action is completed.

Chad Herring stated he can support the removal of #5 and change to #7, but he views #1 as a work in progress and should not be removed.

Jori Nelson noted the different lists create confusion and asked if it was possible to combine the Department Action Plans into one document to be given to the Council.



She added that she does not see any reference to the flooding on 68<sup>th</sup> Street & Mission Road on the priority list or the Park on 67<sup>th</sup> Street.

Serena Schermoly stated she was not supportive of the motion noting this is a 2018 document and action should not be taken until the new council representatives are seated.

Terrence Gallagher agreed with Mr. Herring and with the formalizing of procedures. When something is removed from the list it says that it is no longer being worked on. Village Square should remain on the listing until the Council considers the final report and makes a decision. He also agrees that the flooding issues and the new church park land should be reflected on the list.

Dan Runion confirmed that this is not an exclusive list and that an item does not need to be on the priority list for staff to be working on it.

Eric Mikkelson stated that after the final report on Village Square this should become a new initiative if further action is approved and if not, it should automatically be removed from the priority listing.

Mr. Runion's motion was restated and voted on with the motion failing by a vote of three to six.

Mr. Jordan stated discussion of the priority listing can be added to the council work session agenda, but stressed it would be a heavy agenda.

Terrence Gallagher suggested that council members come to the work session with specific items for discussion on the priority list instead of reviewing all 35 individually.

Serena Schermoly noted that there would be six additional members of the Governing Body at the work session that are not available this evening and felt further discussion should not take place at this meeting.

Wes Jordan suggested that perhaps the city's intern could draft language on the process for review by the council at the work session. Mrs. Schermoly responded that would be helpful.

Mr. Jordan acknowledged that the priority listing has not been effective previously and stated if the goal of the council is to know what staff is working on, a combined monthly action plan can be distributed to the council covering the operations of all departments.

Mrs. Morehead stated she felt the discussion of initiatives would be helpful as budget is discussed.

#### **Discussion of Council Retreat - Citizen Survey expectations and topics**

Alley Porter stated her goal was to be able to finalize survey questions at the Council work session. She distributed copies of several other city surveys for council members for review. The proposed survey is to be six pages long containing 25 to 30 questions.

Three to four pages will have benchmark questions. There will be one to two pages of custom questions and a half page for demographic information.

Sheila Myers noted the surveys included in the packet were from larger cities with questions that would not be applicable for Prairie Village. Mrs. Porter acknowledged that specific questions may not be applicable; however, the categories of questions were. She requested Council members review the surveys and let her know what questions they like. Jori Nelson asked if she wanted this information at the work session. Mrs. Porter replied she wanted the questions as soon as possible. They could be given to her now or e-mailed to her before the work session.

Dan Runion noted the questions did not indicate related costs. He would like to see the questions tempered with costs and/or preferred method of paying.

Chad Herring asked if ETC would be directly involved in the process. He felt it would be good to have the benefit of their experience and expertise on the formulation of questions. He also asked if there were surveys available from smaller cities more representative of Prairie Village's size. Mr. Herring stated he likes having the ability to benchmark and compare with other cities and feels there should be a significant number of benchmark questions in the survey. He also likes questions where options are ranked.

Wes Jordan asked if the Council wanted to have staff work on the benchmark questions or if the Council wanted to select them.

Serena Schermoly noted the earlier packet distributed had surveys from smaller cities. She would like to see question #14 from the Overland Park survey on primary sources of information included with the addition of the Post as an option. Demographic information should allow areas in Wards to be identified. She would like a question on art outside the city. Based on conversation at the last work session, the question of Council/Mayor pay needs to be addressed and stressed that it needs to be carefully worded to not sway the answer.

Eric Mikkelson asked newly elected council members, who were in attendance, if they had comments. Tucker Poling responded that he hasn't reviewed the information and would like an opportunity to look at it. Ron Nelson stated at this point in time he has only scanned the information.

Brooke Morehead expressed concern with the process noting she would like to have more time to spend on the council priority listing than the survey. She encouraged council members to get their information to Alley in advance of the work session and come prepared. She asked how the process could be expedited. Mr. Jordan asked if the council wanted staff to prepare the benchmark questions for review by the council at the work session.

Brooke Morehead moved to direct staff to prepare the benchmark questions for the citizen survey and send to council to review prior to the work session. The motion was seconded by Sheila Myers.

Jori Nelson confirmed that council should bring custom questions to the retreat. Alley Porter stated they could be e-mailed to her prior to the work session.

Dan Runion asked if whatever was prepared would be refined by ETC. Mrs. Porter stated ETC would review the questions; however, Council has the final approval. Sheila Myers encouraged the council to listen to the advice of the experts in the wording of questions.

Jori Nelson asked how the results of the survey would be used. Mr. Jordan replied the survey was requested as a tool to be used during the budget process; however, the results probably will not be received in time to be used for the 2019 budget. Eric Mikkelson stated the report received from ETC on the survey is a resource for the Council to use in making decisions. It does not mandate the Council to take any particular action. Terrence Gallagher stated it is a survey, not a referendum. Steve Noll agreed with Mr. Jordan that by the time the surveys are received and analyzed by ETC it will be too late to be used for the 2019 budget.

The motion by Mrs. Morehead to direct staff to prepare benchmark questions for the citizen survey to be reviewed by the Council was voted on and passed unanimously.

#### **ADJOURNMENT**

Brooke Morehead moved the Council Committee of the Whole meeting be adjourned. The motion was seconded by Steve Noll and passed unanimously. Council President Jori Nelson adjourned the Council Committee of the Whole meeting at 7:25 p.m.

Jori Nelson  
Council President

JazzFest Committee Minutes  
November 7, 2017

Present: JD Kinney, John Wilinski, Jane Andrews, Amanda Hassett, Donelea Hesse, Jim Barnes and Joyce Hagen Mundy.

JD welcomed Jim Barnes to the committee. Jim volunteered at last year's festival working very closely with Dan on setup and will be taking on those responsibilities. Jim works with Vista Productions and is knowledgeable on the technical aspects of stages.

Committee members introduced themselves and their areas of responsibility.

- JD - Chairman & Budgeting (will handle marketing until someone can be found to take it over)
- John - Talent Coordination
- Amanda & Dave - Food and Beverage
- Jane - previously worked to acquire talent, unfortunately, is moving out of the area and leaving the committee.
- Alex - Talent acquisition
- Brooke - Council Liaison
- Donelea - Merchandise tent
- Joyce - Staff Support - fundraising

JD presented and reviewed the proposed 2018 budget. He noted that in 2017 the committee started with a balance of \$25,256 and will close the year with approximately that same amount at \$24,939 with a refund from the hotel not reflected in the total.

**Budget**

Revenue:

- Donations have been trending up, but that is not a guarantee.
- Merchandise sales came in above budget in 2017, but the budget projection will remain at \$2000.
- Admissions and beverage sales were up for 2017, but stayed with the 2017 budgeted amount
- 

Expenditures:

- Talent costs were at budget. He did not change the amount for 2018
- Stage & Audio were equal to 2016 costs with the larger stage, 2018 budget slightly less.
- Tent/Furniture cost substantially over budget due to the company doing much of the setup; 2018 budget has been increased to cover increased cost. Committee felt the additional expense was well justified.

- Advertising/Marketing in the 2018 budget has been reduced slightly, will not be having the ad in the Jazz in the Woods program, but use the funds for marketing redesign.
- Catering/Food budget increased slightly. Will need to find a new caterer. Prairie Fire Oven selling their business.
- Event Expense has been consistent, budget amount reduced slightly
- Merchandise expense will be significantly less with no blanket costs

The 2018 budget expenditures are approximately \$2,300 less than 2017 expenses. Budgeted revenue is \$4,000 less than received in 2017.

Challenges facing the committee in 2018 include finding a new catering vendor, a person to fill the marketing responsibilities and as always to secure a talented and varied line-up.

Alex Toepfer stated that he was open to any suggestions from the committee and shared some of his preliminary thoughts. The festival's reputation is respected among artists.

Brooke Morehead noted the upcoming open meeting on the Village Square concept and encouraged committee members to attend.

**Next Meeting:** Tuesday, January 9th at 5:30 p.m.

**Adjournment:** The meeting was adjourned at 6:10 p.m.

## **PARKS AND RECREATION COMMITTEE**

**November 8, 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, Dianne Pallanich, Matthew Geary, Elizabeth Johnson, Kevin Letourneau, and Peggy Couch. Staff: Alley Porter, and James Carney.

#### **Public Participation**

- There was no public participation.

#### **New Business**

1. Parks Programming Discussion with JCPRD
  - Representatives with Johnson County Parks & Recreation District attended the meeting to discuss park programming. Rhonda Pollard informed everyone that she and her staff have toured Prairie Village's parks and see numerous opportunities for programming. JCPRD will soon begin their summer programming, which is what they are recommending for the PV parks. The JCPRD staff will begin brainstorming possibilities and have the Teen Council list to work off as well. Their focus will be on parks with pavilions, shade structures, grills, and open spaces. They do not have an actual schedule but will start the process this winter for a catalogue in March. While nothing is finalized, they have started the process and will look for programming opportunities from little ones to senior citizens. Chairman Gallagher put forward a formal motion to recommend that staff coordinate with JCPRD to explore park programming. The motion was seconded and approved unanimously.

#### **Consent Agenda**

1. Minutes from October 11, 2017
  - It was moved and seconded to approve the minutes from October 11, 2017. The motion passed unanimously.

#### **Reports**

1. Public Works Report
  - Mr. Carney let the Committee know that Public Works continues to get the parks ready for winter. They are working through the parks maintenance list that came from the Parks Master Plan. They are looking at replacing some of the worn or damaged benches. The new Urban Forestry Specialist will be working to verify information on tree markers. Mr. Carney said that new bike racks were also on the way and there were signs out in the parks for Village Square, including the two light up signs.
2. Recreation Report

- Mrs. Porter reminded the Committee of the dates and times for the Village Square meeting and encouraged any interested members to attend. She also discussed the City of Merriam's proposal to continue their inclusion in the SuperPass program in 2019 when their pool will be closed in order to build a new community center with indoor/outdoor aquatics. The City proposes selling seasonal memberships to residents and eligible non-residents that includes the SuperPass fee. The money collected through memberships and the SuperPass fee will be distributed to the City's based on the number of visits. The Committee was supportive of the proposal.
3. Chairperson's Report
- Mr. Gallagher informed the Committee that the City officially took possession of the land at 67<sup>th</sup> and Roe. The City is currently out to bid for a park planned and a neighborhood process will begin after the first of the year. The Tree Board has been working to improve the canopy and has identified 79<sup>th</sup> Street. Ms. Mares asked about the pickleball lines at McCrum and why those types of decisions were not coming to the Parks Board. Mr. Carney confirmed that it was part of the design plan. Mr. Gallagher reminded everyone about the Mayor's Tree Lighting event and the Volunteer Holiday Dinner.

### **Old Business**

1. Operating Challenges at PV Pool
  - Mrs. Porter thanks the Committee for their thoughts and discussions regarding the pool operating hours. After lengthy discussions amongst staff and the Committee, the proposed recommendation for pool operating hours are: go to an 8-hour work day (actual hours to be determined), close at 6:00 PM on Sundays, and close by 7:30 PM during reduced hours. It was moved and seconded to approve the proposed hours and recommend them to City Council. The motion passed unanimously.

**Adjournment** – Meeting was adjourned at 7:30 PM.

**City of Prairie Village  
Insurance Committee Meeting  
Minutes of March 29, 2017**

March 29, 2017

4:00PM, Multipurpose Room

Committee members present: Steve Noll (Vice Chair), Dan Runion (Chari), Tom Cannon and Frank Young. Also present: Steve Sopinski of Truss, insurance consultant and broker, and Cindy Davis also of Truss, senior client advisor. City staff members attending: Quinn Bennion and Lisa Santa Maria.

Committee members not present: None

The meeting was called to order at 4:00pm by Steve Noll (Vice Chair). The discussion began with the Premium Comparison on pages 4 and 5 of section 3 of the Truss Renewal Presentation binder.

**Adopted Budgets:**

	<u>2014 Budget</u>	<u>2015 Budget</u>	<u>2016 Budget</u>	<u>2017 Budget</u>
<b>Worker's Comp</b>	<b>\$155,290</b>	<b>\$138,333</b>	<b>\$147,532</b>	<b>\$179,068</b>
<b>Property &amp; Casualty</b>	<b><u>\$205,775</u></b>	<b><u>\$202,456</u></b>	<b><u>\$209,502</u></b>	<b><u>\$214,330</u></b>
<b>Total</b>	<b>\$361,065</b>	<b>\$340,789</b>	<b>\$357,034</b>	<b>\$393,000</b>

Note: Insurance renewals are May 1, 2017

The 2017 budget contains funding for the annual premium to be paid on the following schedule:

4 months in 2017 at the 2016-2017 premium (already paid),

and

8 months in 2017 at the 2017-2018 premium

**Premium Comparison**

Tom Cannon suggested that the rate information be added to the Premium and Rate Comparison chart on page 5. Comparing actual rates is more accurate than comparing a change in the premiums.



## **Claims Review**

Steve Sopinski gave an update on Worker's Compensation claims. The City's modifier is trending downward from 1.22 to 1.15 for 2017. Hopefully this trend will continue.

The 5/1/2017 Experience Modifier rating shows a decrease to our rating. Experience Mod compares our worker's compensation claims experience to other employers of similar size operating in the same type of business.

<b><u>Year</u></b>	<b><u>Exp Modifier Rate</u></b>
2016	1.15
2015	1.22
2014	0.94
2013	0.86
2012	0.80
2011	0.77
2010	0.74
2009	0.78

## **2017 – 2018 Insurance Renewal Proposal**

The premium comparison shown on pages 4 and 5 were reviewed. Notes on specific premiums:

1. Property – increased \$1,832 or 4.31%. There was an overall increase on all property and contents values.
2. Inland Marine - provides coverage's for property that is mobile in nature or requires unique valuation. This is predominantly property at Public Works and miscellaneous fine art at the monthly art exhibit. There was an overall 2% increase.
3. General Liability – premium is based on the Prairie Village municipal budget and increased 9.03%.
4. Law Enforcement Liability - there was a 18.95% increase.
5. Employment Practices Liability - there was a 40.49% decrease.
6. Cyber Liability – there was an overall 15% increase. Cyber Liability is based off the budget.
7. Workers' Compensation – the overall increases was 1.31%.
8. The overall premium increase was \$7,960 or 2.12%.

## **Motion**

Frank Young made the motion to adopt renewals and take to the Council Committee on April 3, 2017. The premium is not expected to more than \$384,001 even after Lisa reviews the items

listed in the follow-up section below. Dan Runion seconded the motion. Motion passed unanimously.

## Timeline

The Committee agreed to report with an overview to the City Council on Monday, April 3<sup>rd</sup> and will be voted on at the April 17<sup>th</sup> meeting. Renewal is May 1, 2017.

## Items for Follow-up

The following items need to be followed up on:

1. Lisa Santa Maria will review the **Scheduled Contractors Equipment List** found on page 12.
  - a. Update – Lisa sent the schedule to Steve Mills in Public Works to verify that it is accurate. The **Amount of Insurance** will be updated to reflect the actual value versus the replacement value. The actual value can be located by googling the piece of equipment. **This information was sent to Truss on 4.4.2017**
2. Lisa Santa Maria will update the employee headcount to reflect the number of employees the City currently has.
  - a. Update – the number of filled positions per Amy Hunt in HR on 3.30.2017 is 104. **This information was sent to Truss on 3.30.2017**
3. Lisa will review the Automobile Schedule found on pages 19-22.
  - a. Update – Lisa compared the Automobile Schedule on pages 19 -22 with the City Clerk (Joyce) information on city owned vehicles. **The updated Automobile Schedule was sent to Truss on 3.30.2017.**
4. Truss will look into the comp/collision on vehicles over 10 years old. The committee questioned carrying comp and collision on vehicles over 10 years old.
5. The Committee suggested that Truss add the rates to the Premium & Rate Comparison chart on page 5.
6. Committee asked Truss to remove the Additional Property Coverage's listed on page 8 (additional coverage is not needed):
  - a. Street Lights
  - b. Street Signs
  - c. Traffic Signs/Lights
  - d. Stadium /Lights
7. Social Engineering – where are we at with this coverage? Truss is looking into \$100,00 - \$250,000 limits
8. Waiver on Art in the City Gallery
  - a. Update – Lisa looked into Art Council procedures related to insuring the art on display in City Hall
    - i. The Arts Council uses a CAFÉ website for artists to apply to display their artwork in City Hall.

- ii. There is an Art and Exhibition Loan Agreement (attached) that the artists agree to when signing up.
  - iii. The agreement states that the City agrees to pay the first \$5,000 of every piece of art
  - iv. Further discussion with the Art Council will be needed on this item
  - v. There was also a question on how to value the art work – Fair Market Value, artists asking price or sale price -
9. Sexual Abuse – what is the cost to raise the sexual abuse limits?

Meeting adjourned 5:20PM

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Minutes submitted by  
Lisa Santa Maria, Finance Director

**Council Members  
Mark Your Calendars  
January 2, 2018**

**January 2018**

January 4	2018 Convener Reception at JCCC from 5 to 7 p.m.
January 8	Newly elected Council members take office
January 12	Artist Reception in the R.G. Endres Gallery
January 15	City Offices closed for Martin Luther King, Jr. Holiday
January 17	City Council Meeting
January 18	State of the Cities
January 24	City Government Day in Topeka

**February 2018**

	<b>Mixed Media Exhibit in the R.G. Endres Gallery featuring Lorrie Engles, Kim Taggart, Gloria Gale &amp; Chris Langseth</b>
February 5	City Council Meeting
February 9	Artist Reception in the R.G. Endres Gallery
February 10	City Council Worksession, 8:30 to 1:30
February 19	City Offices closed for President's Day Holiday
February 20	City Council Meeting

**March 2018**

	<b>Mixed Media Exhibit in the R.G. Endres Gallery featuring Anne Garney, Kathleen Connors and Nancy Kramer Bovee</b>
March 5	City Council Meeting
March 9	Artist Reception in the R.G. Endres Gallery
March 11-14	NLC Congressional Cities Conference in Washington, D.C.
March 19	City Council Meeting